

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

CHAMBER RULES

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

**PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED**

AGENDA

Board of County Commissioners

Regular Meeting – December 5, 2013 – 5:30 p.m.

Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

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

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

5. Commissioners' Forum.

6. Proclamations.

Recommendation: That the Board take the following action concerning the following five Proclamations:

A. Adopt the Proclamation commending and congratulating Jose Arredondo on his selection as the "Employee of the Month" for December 2013;

B. Adopt the Proclamation commending and congratulating Joseph C. Snow on his selection as the Board of County Commissioners' "Employee of the Year" for 2013;

C. Adopt the Proclamation recognizing and congratulating Tonya Ellis for her efforts in obtaining "Best in Class 1" for Escambia County Area Transit at the Florida Public Transportation Association Annual Meeting;

D. Adopt the Proclamation commending and congratulating Brent Schneider for attaining the formidable achievement of winning the 2013 Annual Pensacola Marathon and for his service to Escambia County; and

E. Ratify the Proclamation dated November 15, 2013, recognizing and commending the Perdido Key Chamber of Commerce for their leadership and contribution to promote tourism and economic development for the Perdido Key area and Escambia County.

7. 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.

8. 5:31 p.m. Public Hearing for consideration of adopting a Resolution establishing the Board's intent to use the Uniform Method of Collecting Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

Recommendation: That the Board adopt the Resolution establishing the Board's intent to use the Uniform Method of Collecting Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

**(Proof of Publication, Exhibit A, to be distributed under separate cover)**

9. 5:32 p.m. Public Hearing for consideration of adopting an Ordinance creating the Small Business Enterprise Program.

Recommendation: That the Board adopt an Ordinance creating Volume 1, Chapter 46, Article II, Division 3, Section 46-111 of the Escambia County Code of Ordinances relating to the Small Business Enterprise Program.

10. 5:33 p.m. Public Hearing for consideration of adopting an Ordinance relating to the Additional Homestead Tax Exemption for Senior Citizens.

Recommendation: That the Board adopt an Ordinance of Escambia County, Florida, amending Volume I, Chapter 90, Article IV, Division 4, Sections 90-182 and 90-184, of the Escambia County Code of Ordinances, relating to the additional Homestead Tax Exemption for Senior Citizens.

11. Committee of the Whole Recommendation

The Committee of the Whole (C/W), at the November 19, 2013, C/W Workshop, recommends that the Board approve the Visit Pensacola, Inc., Bylaws and organization (Item 4).

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 Oath of Office for Health Facilities Authority Member

That the Board accept, for filing with the Board's Minutes, the Oath of Office for Escambia County Health Facilities Authority Member Linda T. Miragliotta, for a term commencing October 3, 2013, to August 21, 2017, as provided by Paula G. Drummond, Executive Director, Health Facilities Authority, and received in the Clerk to the Board's Office on November 18, 2013.

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

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

A. Approve the Minutes of the Regular Board Meeting held November 21, 2013;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held November 21, 2013; and

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop (C/W) held November 19, 2013 **(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)**.



## **GROWTH MANAGEMENT REPORT**

### I. Public Hearing

#### 1. Review of the Rezoning Case Heard by the Planning Board on November 4, 2013

That the Board take the following action concerning the Rezoning Case heard by the Planning Board on November 4, 2013. Proper notices were sent and the meetings were properly advertised and thus complying with all the required procedures.

- A. Ratify the scheduling and advertising the 5:45 p.m Public Hearing on December 5, 2013; and
- B. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2013-20 or remand the case back to the Planning Board; and
- C. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the Rezoning Case that was reviewed.

<b>1. Case No.:</b>	<b>Z-2013-20</b>
Address:	12511 Lillian Hwy
Property Reference No.:	02-2S-32-6000-005-002
Property Size:	3.26 acres
From:	R-4, Multiple-Family District, (cumulative) Medium High Density (18 du/acre)
To:	R-6, Neighborhood Commercial and Residential District, (cumulative) High Density (25 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Bobby Gene and Sally Lynn Reynolds
Planning Board Recommendation:	Denial
Speakers:	Bobby Gene Reynolds, Kara Oshana, Debra Warren, Betty, Catchot, Barbara Lenn, Lester Senft, Dorothy Oshana, James Degruccio, Tanya Degruccio

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

That the Board take the following action concerning adoption of an Ordinance amending the Official Zoning Map:

A. Ratify the scheduling and advertising of the 5:45 p.m. Public Hearing on December 5, 2013; and

B. Adopt an Ordinance to amend the Official Zoning Map to include the Rezoning Case heard by the Planning Board on November 4, 2013, and approved during the previous agenda item, and to provide for severability, inclusion in the Code, and an effective date.

Proper notices were sent and the meetings were properly advertised and thus complying with all the required procedures.

3. 5:46 p.m. - A Public Hearing Concerning Deleting References to Repealed Provisions of the 2020 Comprehensive Plan from the LDC

That the Board take the following action concerning an Ordinance deleting references to repealed provision of the 2020 Comprehensive Plan from the Escambia County Land Development Code (LDC):

A. Ratify the scheduling and advertising of the 5:46 p.m Public Hearing on December 5, 2013; and

B. Review and adopt an Ordinance amending the Land Development Code, deleting references to repealed provisions of Florida Statutes, Florida Administrative Code, and the Escambia County Comprehensive Plan.

At the November 4, 2013 Planning Board Meeting, the Board recommended approval.

Proper notices were sent and the meetings were properly advertised and thus complying with all the required procedures.

4. 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending LDC Article 7.04.01

That the Board take the following action concerning the review and adoption of an Ordinance amending LDC Article 7.04.01:

A. Ratify the scheduling and advertising of the 5:47 p.m. Public Hearing on December 5, 2013; and

B. Review and adopt an Ordinance amending Part III of the Escambia County Code of Ordinances (1999), Land Development Code (LDC), Article 7.04.01, to allow a maximum fence height of eight feet for side and rear yards in residential zoning districts.

At the November 4, 2013, Planning Board Meeting, the Board recommended approval.

Proper notices were sent and the meetings were properly advertised and thus complying with all the required procedures.

5. 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Article 6.05.24.

That the Board take the following action concerning the review and adoption of an Ordinance amending LDC Article 6.05.24:

A. Ratify the scheduling and advertising of the December 5, 2013, 5:48 p.m Public Hearing; and

B. Review and adopt an Ordinance to amend the Escambia County Land Development Code (LDC), Article 6.05.24.A, to provide a one-acre minimum lot size for new subdivisions in V-1 zoning.

At the November 4, 2013 Planning Board Meeting, the Board recommended approval.

Proper notices were sent and the meetings were properly advertised and thus complying with all the required procedures.

This Hearing serves as the first of two required Public Hearings before the Board of County Commissioners (BCC), as set forth in Section 2.08.04 (b) and F.S. 125.66(4)(b).

6. 5:49 p.m. - A Public Hearing Concerning the Review of an Ordinance Repealing and Replacing LDC Article 10

That the Board take the following action concerning the review and adoption of an Ordinance repealing and replacing LDC Article 10:

A. Ratify the scheduling and advertising of the 5:49 p.m. Public Hearing on December 5, 2013; and

B. Review and adopt an Ordinance to amend the Escambia County Land Development Code (LDC), Article 10, Floodplain Management, to repeal and replace Article 10, in its entirety, and to adopt a new Article 10, Floodplain Management.

At the November 4, 2013, Planning Board Meeting, the Board recommended approval.

Proper notices were sent and the meetings were properly advertised and thus complying with all the required procedures.

7. 5:50 p.m. - A Public Hearing for Consideration Repealing and Replacing, in its Entirety, the Escambia County Comprehensive Plan: 2030

That the Board cancel the December 5, 2013, 5:50 p.m. Public Hearing for consideration of adopting an Ordinance repealing and replacing, in its entirety, the Escambia County Comprehensive Plan: 2030.

## II. Consent Agenda

### 1. Recommendation Concerning the Scheduling of Public Hearing

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

Thursday, January 2, 2014

**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 December 2, 2013.

**1. Case No.: Z-2013-21**

Address: 6800 & 6806 Pine Forest Rd  
Property 25-1S-31-4301-000-001  
Reference No.: 25-1S-31-4301-000-000  
Property Size: 1.48 (+/-) acres  
From: C-1, Retail Commercial District (cumulative) (25 du/acre)  
To: C-2NA, General Commercial and Light Manufacturing District (cumulative)  
Bars, Nightclubs, and Adult Entertainment are Prohibited Uses (25 du/acre)  
FLU Category: MU-U, Mixed-Use Urban  
Commissioner 1  
District  
Requested by: David Sapp, Owner

**2. Case No.: PB- 2013-01**

Address: Morgan Park, Pensacola Beach Blvd  
Property 28-2S-26-0900-000-000  
Reference No.:  
Property Size: .50 (+/-) acres  
From: Con/Rec-PB, Conservation/Recreation  
To: PR-PB, Preservation  
FLU Category: Rec, Recreation  
Commissioner 4  
District  
Requested by: Paolo Ghio, Santa Rosa Island Authority

**3. Case No.: Z-2013-22**

Address: 2842 Nowak Dairy Rd  
Property 36-1N-31-2000-000-000  
Reference No.:  
Property Size: 12.31 (+/-) acres  
From: VAG-2, Villages Agriculture Districts, Gross Density  
(one du/five acres)  
To: VR-1, Villages Rural Residential Districts, Gross  
Density (one du/four acres)  
FLU Category: MU-S, Mixed Use Suburban  
Commissioner 5  
District:  
Requested by: Sean and Elizabeth Vinaja, Owners

**4. Case No.: Z-2013-23**

Address: Airway Drive  
Property 12-1S-30-2001-001-001  
Reference No.:  
Property Size: 68.00 (+/-) acres  
From: S-1, Outdoor Recreational District (noncumulative)  
To: R-5, Urban Residential/Limited Office District,  
(cumulative) High Density  
FLU Category: MU-U, Mixed-Use Urban  
Commissioner 3  
District:  
Requested by: Wiley "Buddy" Page, Agent for Smart Living, LLC

**5. Case No.: Z-2013-25**

Address: 5580 Pensacola Blvd  
Property 47-1S-30-1101-002-064  
Reference No.:  
Property Size: 1.64 (+/-) acres  
From: C-1, Retail Commercial District (cumulative)(25 du/acre)  
To: C-2NA, C-2 General Commercial and Light  
Manufacturing District (cumulative)(25 du/acre)  
FLU Category: C, Commercial  
Commissioner 3  
District:  
Requested by: James D. Kemp, Owner

**6. Case No.: Z-2012-26**

Address: Mobile Hwy

Property	39-1S-31-1302-000-001
Reference No.:	
Property Size:	4.51 (+/-) acres
From:	C-1, Retail Commercial District (cumulative) and R-2, Single-Family District (cumulative), Low-Medium Density
To:	R-3 One-Family and Two-Family District, (cumulative) Medium Density
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	1
Requested by:	Steven D. White, Agent for James and Lianna Nash, Owners

## **COUNTY ADMINISTRATOR'S REPORT**

### I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Scheduling and Advertising of a Public Hearing to Consider Adoption of the Cantonment Redevelopment Plan - Keith Wilkins, Community & Environment Department Director

That the Board authorize the scheduling and advertising of a Public Hearing at 5:31 p.m., on Thursday, January 16, 2014, to consider adoption of the Cantonment Redevelopment Plan, as requested by the Community Redevelopment Agency.

2. Recommendation Concerning the Scheduling and Advertising of a Public Hearing to Consider Adoption of the Cantonment Redevelopment Trust Fund Ordinance - Keith Wilkins, Community & Environment Department Director

That the Board authorize the scheduling and advertising of a Public Hearing at 5:32 p.m., on Thursday, January 16, 2014, to consider adoption of the Cantonment Redevelopment Trust Fund Ordinance, as requested by the Community Redevelopment Agency.



3. Recommendation Concerning Appointments/Reappointments to the Escambia County Extension Council - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning appointments/reappointments to the Escambia County Extension Council:

A. Appoint the following four individuals to a two-year term, effective retroactively December 1, 2013, through November 30, 2015:

ZONE	NAME AND ADDRESS
1	Gary Purvis, 104 Briar Lake Road, Century, Florida 32535-3155
7	Christine Rodgers, 6840 Frank Reeder Road, Pensacola, Florida 32526-4157
9	Stephanie Croan, 870 Upham Court, Pensacola, Florida 32508-1016
11	Mary Patricia "Pat" Bush, 3525 Bayswater Drive, Pensacola, Florida 32514-8184

B. Reappoint the following two individuals to a two-year term, effective retroactively December 1, 2013, through November 30, 2015:

ZONE	NAME AND ADDRESS
3	Vernon Hiebert, 4890 Lemon Road, Walnut Hill, Florida 32568-1631
5	Charles Woodward, 5516 Molino Road, Molino, Florida 32577-3036

C. Appoint the following individual to a one-year term, effective retroactively December 1, 2013, through November 30, 2014, to fill the unexpired term of Dorothy Brown, due to her resignation:

ZONE	NAME AND ADDRESS
12	Barbara Holloway, 7060 Rampart Way, Pensacola, Florida 32505-3477

D. Request the County Administrator's Office to provide letters of appointments to incoming members and letters of appreciation to outgoing members.

4. Recommendation Concerning the Request for Disposition of Property for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the Request for Disposition of Property Form for the Public Safety Department for property, which is described and listed on the Disposition Form, with reason for disposition stated. The listed items have been found to be of no further use to the County; thus, it is requested that they be auctioned as surplus or properly disposed of.

5. Recommendation Concerning the Requests for Disposition of Surplus Election Equipment for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board approve the three Request for Disposition of Property Forms for the Supervisor of Elections Office, for Election's Equipment (Evid), which is listed on the Disposition Forms.

6. Recommendation Concerning the Request for Disposition of Property for the Corrections Department - Gordon C. Pike, Corrections Department Director

That the Board approve the Request for Disposition of Property Form for the Corrections Department, Road Prison Division, for property which is described and listed on the Disposition Form, with reason for disposition stated. The listed item has been found to be of no further usefulness to the County; thus, it is requested that it be auctioned as surplus or properly disposed of.

7. Recommendation Concerning the North West Florida Domestic Security Task Force Data Share System Agency Usage Agreement - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the North West Florida Domestic Security Task Force Data Share System Agency Usage Agreement:

A. Approve the Agreement with the North West Florida Domestic Security Task Force (NWFDSTF) Data Share System (DSS); and

B. Authorize the Department Director, Gordon C. Pike, to sign the Agreement.

8. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the New Year's Eve Fireworks Display at Pensacola Beach Pier - Donald R. Mayo, Interim Building Official

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the time to include the New Year's Eve fireworks display, sponsored by the Pensacola Beach Chamber of Commerce, at the Pensacola Beach Pier, from 11:59 p.m., December 31, 2013, to 12:10 a.m., January 1, 2014.

9. Recommendation Concerning the 2014 Board of County Commissioners' Meeting/Committee of the Whole Meeting Schedule - George Touart, Interim County Administrator

That the Board approve the 2014 Board of County Commissioners' Meeting/Committee of the Whole Meeting Schedule, as submitted.

10. Recommendation Concerning Appointments to the Escambia County Disability Awareness Committee - George Touart, Interim County Administrator

That the Board take the following action concerning the appointments to the Escambia County Disability Awareness Committee:

A. Confirm the appointment of Frank G. Cherry, to serve as the District 1 appointee, effective December 5, 2013, and running concurrently with Commissioner Wilson B. Robertson's term of office or at his discretion;

B. Confirm the appointment of Paul C. Vincent, to serve as the District 2 appointee, effective December 5, 2013, and running concurrently with Commissioner Gene M. Valentino's term of office or at his discretion;

C. Confirm the appointment of Carla McKinney Thompson, to serve as the District 3 appointee, effective December 5, 2013, and running concurrently with Commissioner Lumon J. May's term of office or at his discretion;

D. Confirm the appointment of Warren Hamilton Jernigan, to serve as the District 4 appointee, effective December 5, 2013, and running concurrently with Commissioner Grover C. Robinson, IV's term of office or at his discretion;

E. Confirm the appointment of Teresa H. Langham, to serve as the District 5 appointee, effective December 5, 2013, and running concurrently with Commissioner Steven L. Barry's term of office or at his discretion; and

F. Approve the appointment of James L. Henkel to serve as one of the two "at-large" appointees, for a four-year term, effective December 5, 2013, through November 20, 2017.

The second "at-large" appointee will be appointed at a future Board of County Commissioners' Meeting.

11. Recommendation Concerning an Appointment to the Board of Adjustment - George Touart, Interim County Administrator

That the Board confirm the appointment of Paul White, Jr., to the Escambia County Board of Adjustment, to serve as one of Commissioner Gene M. Valentino's appointees, replacing Don F. Carlos, who resigned. The term of the appointment will be effective December 5, 2013, and will run concurrently with Commissioner Valentino's term of office or at his discretion.

12. Recommendation Concerning Appointments to the Escambia County Animal Services Advisory Committee - George Touart, Interim County Administrator

That the Board take the following action concerning appointments to the Escambia County Animal Services Advisory Committee:

A. Confirm the appointment of Mrs. Deane Halvorsen, replacing Mr. Paul White, Jr., who resigned, as Commissioner Gene M. Valentino's appointee to the Escambia County Animal Services Advisory Committee, with the term of appointment to be effective December 5, 2013, and to run concurrently with Commissioner Valentino's term of office or at his discretion; and

B. Confirm the appointment of Ms. Angel Lint, replacing Ms. Cheryl Isler, who resigned, as Commissioner Wilson B. Robertson's appointee to the Escambia County Animal Services Advisory Committee, with the term of appointment to be effective December 5, 2013, and to run concurrently with Commissioner Robertson's term of office or at his discretion.

## II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #039 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #039, Other Grants and Projects Fund (110) in the amount of \$171,150, to recognize proceeds from the BP Promotional Fund Grant relating to the Gulf Tourism and Seafood Promotional Fund, and to appropriate these funds for ecotourism in conjunction with the Naturally EscaRosa Trail Project managed by Escambia County Extension Services.

2. Recommendation Concerning Supplemental Budget Amendment #043 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #043, Local Option Sales Tax III (352) to recognize \$12,000,000 in loan proceeds and to appropriate these proceeds according to the Loan Agreement approved by the Board on November 7, 2013.

3. Recommendation Concerning Supplemental Budget Amendment #044 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #044, Other Grants and Projects Fund (110) in the amount of \$87,921, to recognize proceeds from the Florida Department of Law Enforcement, and to appropriate these funds for Drug Court treatment services with the State's Court System in Escambia County.

4. Recommendation Concerning Supplemental Budget Amendment #051 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #051, Other Grants and Projects Fund (110) in the amount of \$192,510, to recognize a decrease in the Domestic Security Grant, to recognize the Domestic Assistance Grant, and to appropriate these funds for wall barriers, fencing, and security cameras at the Public Safety Department.

5. Recommendation Concerning Acceptance of the State of Good Repair Grant Program (FL-04-0181-00) and Supplemental Budget Amendment #53 - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the acceptance of the State of Good Repair Grant Program (FL-04-0181-00) and Supplemental Budget Amendment #53:

A. Accept the State of Good Repair Grant Program (FL-04-0181-00), in the amount of \$1,053,401; and

B. Adopt the Resolution approving Supplemental Budget Amendment #53, FTA Capital Project Fund (320), in the amount of \$1,053,401, recognizing proceeds from the State of Good Repair Grant Program and appropriating these funds for the replacement of 15 paratransit vehicles and the purchase and installation of 46 vehicle camera systems.

6. Recommendation Concerning Amendment #4 to the Agreement for Security Services for Various County Buildings - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Amendment #4 to the Agreement for Security Services, PD 10-11-043, to increase the hourly billing rates, as noted below, for Securitas Security Services USA, Inc., Contract for Security Services for Various County Buildings, PD 10-11.043, with an effective date of January 1, 2014, and authorize the Chairman to execute the Amendment:

Standard Security Officers, Straight Time Billable Rate (Per Hour)

From: \$10.85

To: \$11.10

Standard Security Officers, Billable Overtime (Per Hour)

From: \$16.28

To: \$16.65

7. Recommendation Concerning the Letter of Agreement between Escambia County and the Agency for Health Care Administration on Behalf of Escambia Community Clinics - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the Letter of Agreement with the Agency for Health Care Administration (AHCA):

A. Approve and authorize the Chairman to sign the Letter of Agreement between AHCA and Escambia County, in the amount of \$91,734, allowing the County to participate in the Low Income Pool Program and providing matching dollars to the Escambia Community Clinics (ECC); and

B. Decrease the Fiscal Year 2013/2014 allocation to ECC by \$91,734 and increase the allocation to AHCA by the same amount.

8. Recommendation Concerning the Fiscal Year 2013/2014 Miscellaneous Appropriations Agreement for the Pensacola Bay Area Chamber of Commerce, 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 the Pensacola Bay Area Chamber of Commerce, Inc.:

A. Approve the Miscellaneous Appropriations Agreement between Escambia County and the Pensacola Bay Area Chamber of Commerce, Inc., in the amount of \$400,000, to be paid from the Economic Development Fund (102), Cost Center 360704, Account 58201;

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

C. Authorize the approval of the necessary Purchase Order.



9. Recommendation Concerning the Release of a County Lien on Real Property Located at 1732 Bainbridge Avenue - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize release of the effect of a 1998 Fire Protection Municipal Service Benefit Unit (MSBU) on real property located at 1732 Bainbridge Avenue, Account Number 10-0299-000, Reference Number 35-2S-31-1000-011-040, in the amount of \$241.20, recorded in Official Records Book 4318, at Page 1173, in Public Records of Escambia County, Florida.

Escambia County acquired this property through a governmental foreclosure in November 2005. This Lien was not included in that foreclosure. The Lien is in the amount of \$211.20 plus a \$30 recording fee from the Clerk of the Court, making the total amount \$241.20.

10. Recommendation Concerning the Detroit Boulevard Safety Upgrades - Amy Lovoy, Management and Budget Services Department Director

That the Board award a lump sum Contract to Hatch Mott MacDonald, Florida, LLC, per the terms and conditions of PD 12-13.066, Detroit Boulevard Safety Upgrades, {Pine Forest Road (State Road 297) to Pensacola Boulevard (State Road 95/US29)}, in the amount of \$171,769.91.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #13EN2523]

11. Recommendation Concerning the Escambia County Sheriff's Office Central Booking and Detention Facility Flood Wall and Civil Remediation - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to Birkshire Johnstone, LLC, in the base bid amount of \$478,000, plus Alternate One and Two, in the amount of \$36,000, for a total Contract award amount of \$514,000, for the Escambia County Sheriff's Office Central Booking and Detention Facility Flood Wall and Civil Remediation, PD 12-13.067, and authorize the Interim County Administrator to execute all related documents and Purchase Orders in excess of \$50,000 for Owners' Direct Purchases.

[Funding: Fund 352, Lost III, Cost Center 540115, Object Code 56301, Project #13SH2253 - \$400,000 and Cost Center 210107, Object Code 56301, Project #12EN1763 - \$114,000]

12. Recommendation Concerning the State of Florida, Division of Emergency Management, Homeland Security Federally-Funded Subgrant Agreement, Contract Number 14-DS-C9-01-27-01-XXX - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the State of Florida, Division of Emergency Management (FDEM) Homeland Security Federally-Funded Subgrant Agreement, Contract Number 14-DS-C9-01-27-01-XXX, allocating Grant funding, in the amount of \$387,466, through June 30, 2014:

- A. Approve the FDEM Federally-Funded Subgrant Agreement, allocating funding that will be identified in Fund 110, Other Grants and Projects Fund, Cost Center to be determined, Revenue Account 334252;
- B. Authorize the Chairman or Vice Chairman to execute this Subgrant Agreement; and
- C. Authorize the Interim County Administrator to execute any Subgrant-related documents required to implement this Subgrant Agreement.

13. Recommendation Concerning the Replacement Federally-Funded Subgrant Agreement to be Utilized for Department of Homeland Security Related Training - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the replacement Federally-Funded Subgrant Agreement, Contract Number 14-DS-L5-01-27-01-XXX, CFDA Number 97.067:

- A. Approve the replacement Federally-Funded Subgrant Agreement between the State of Florida, Division of Emergency Management, and Escambia County Emergency Management, providing cost reimbursement funding to the Escambia County Division of Emergency Management, in the amount of \$14,200, for Department of Homeland Security related training, for the period from the date of full Contract execution through May 31, 2015; and
- B. Authorize the Chairman or Vice Chairman to execute the replacement Subgrant Agreement and all related documents as required to implement this Subgrant.

[Funding: Fund 110, Other Grants and Projects Fund, Cost Center 330235]

14. Recommendation Concerning the Write-Off of Accounts Receivable Recorded in the Emergency Medical Service Fund as Uncollectible Bad Debts - Michael D. Weaver, Public Safety Department Director

That the Board adopt the Resolution authorizing the write-off of \$1,317,044.94 in accounts receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts.

15. Recommendation Concerning Provision of Ambulance Services for a Portion of Northwest Escambia County, Florida - Michael D. Weaver, Public Safety Department Director

That the Board extend the Contract for Provision of Ambulance Services for a Portion of Northwest Escambia County, Florida, PD 09-10.011, for a 12-month period, effective January 21, 2014, to Atmore Ambulance, Inc., under the current terms and conditions.

[Funding: Fund 408, Emergency Medical Service Fund, Cost Center 330302, EMS Operations, Object Code 53401]

16. Recommendation Concerning the Enterprise Agreement with Microsoft Corporation - David Musselwhite, Information Technology Department Director

That the Board take the following action concerning an Enterprise Agreement with Microsoft Corporation:

A. Approve the Microsoft Volume Licensing Agreement for three years, with yearly payments of \$168,370.85, for a total value of \$505,112.55, over the three years;

B. Authorize the County to piggyback off of the Florida State Contract 252-001-09-1 and award a Purchase Order, in the amount of \$168,370.85, to SHI International Corp, as the authorized reseller for Microsoft Corporation; and

C. Authorize the Chairman to execute all documents related to the acceptance of the three-year Enterprise Agreement with Microsoft Corporation, without further action of the Board.

[Funding: Fund 001, General Fund, Cost Center 270111, Information Technology Infrastructure - \$168,370.85]

17. Recommendation Concerning a Supplement to EViD System Sale and License Agreement with VR Systems, Inc., for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board take the following action concerning the purchase of additional EViD Compact Units, in the amount of \$476,936, as well as credit for EViD trade-ins, on the Supplement to EViD System Sale and License Agreement, Addendum for Delivery #6, with VR Systems, Inc., for the Office of the Supervisor of Elections:

A. Find that "a single source" is available to the County from which to purchase compatible equipment that can fully integrate into the Voter Registration System currently used in Escambia County; and

B. Approve the Supplement to EViD System Sale and License Agreement.

18. Recommendation Concerning Purchase Orders in Excess of \$50,000 with Independent Contractors for the Escambia County Jail - Gordon C. Pike, Corrections Department Director

That the Board 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 with Independent Contractors providing physician services in excess of \$50,000, for the Escambia County Jail, as provided below:

Tammy Jernigan, ARNP	\$60,000
Iris Demarcus Tatom, ARNP	\$150,000
Chris W. Jones, D.M.D.	\$80,000
Lawrence Edward Mobley, M.D.	\$200,000

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

19. Recommendation Concerning an Interlocal Agreement for National Pollutant Discharge Elimination System Permit Services - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Interlocal Agreement between Escambia County and State of Florida Department of Transportation (FDOT) for Services Related to the Stormwater Element NPDES (National Pollutant Discharge Elimination System) Program Requirements:

A. Approve the Interlocal Agreement; and

B. Authorize the Chairman to sign the Interlocal Agreement and any subsequent Agreement-related documents, including time extensions.

[Funding: Fund 101, Restricted Fund, Revenue Account 334332, FDOT - NPDES - \$65,000; Fund 175, Transportation Trust Fund, Account 369001 - \$5,000; Fund 175, Transportation Trust Fund, Cost Center 211602 Engineering/Infrastructure - \$5,000 to be budgeted; FDOT will reimburse Escambia County for the cost of the NPDES Permit Services, in the amount of \$70,000 per year]

20. Recommendation Concerning the Special Needs Housing for Persons with Developmental Disabilities Agreement with ARC Gateway, Inc. - Keith Wilkins, Community & Environment Department Director

That the Board take the following action regarding the Special Needs Housing for Persons with Developmental Disabilities Agreement with ARC Gateway, Inc. (ARC), in compliance with targeting provisions stipulated in the 2014 State Housing Initiatives Partnership (SHIP) Program:

A. Approve an Agreement with ARC Gateway, Inc. (ARC), committing a maximum of \$113,786 in SHIP Program funds to assist with rehabilitation of five ARC-owned group home facilities through which housing and supportive services are provided for approximately 30 persons with developmental disabilities; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and the Interim County Administrator to execute other Project-related documents, as may be required, to complete the Rehabilitation Project.

[Funding: Fund 120/SHIP, Cost Center 220444]

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

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

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

1. Chesapeake Trail, from Yellowstone Pass to Yellowstone Pass;
2. Shay Trail, from Yellowstone Pass to end of roadway;
3. Yellowstone Pass, from South Highway 97 to Chesapeake Trail;
4. Coronet Drive, from East Olive Road to end of roadway;
5. Coronet Circle, from Coronet Drive to end of roadway;
6. Coronet Court, from Coronet Drive to end of roadway;
7. Coronet Place, from Coronet Drive to end of roadway;
8. Coronet Way, from Coronet Drive to end of roadway;
9. Coronet Lane, from Coronet Drive to end of roadway;
10. Cornwall Circle, from Coronet Drive to end of roadway;
11. Braenar Circle, from Coronet Drive to end of roadway;
12. Dartmoor Lane, from Coronet Drive to end of roadway;
13. Dartmoor Drive, from Dartmoor Lane to Winodee Road;
14. Dartmoor Circle, from Dartmoor Drive to end of roadway;
15. Dartmoor Court, from Dartmoor Drive to end of roadway;
16. Dartmoor Place, from Dartmoor Drive to end of roadway; and
17. Dartmoor Way, from Dartmoor Drive to end of roadway; and

B. Authorize the Chairman to sign the Resolution.

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

22. Recommendation Concerning the Joint Project Agreement between the State of Florida Department of Transportation and Escambia County for Traffic Signal System Operations, Engineering, Planning, and Support - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Joint Project Agreement (JPA) between the State of Florida Department of Transportation and Escambia County for Traffic Signal System Operations, Engineering, Planning, and Support:

A. Adopt the Resolution supporting the Joint Project Agreement and authorizing the Chairman to sign the Agreement;

B. Approve the Joint Project Agreement between the State of Florida Department of Transportation and Escambia County for Traffic Signal System Operations, Engineering, Planning, and Support, Financial Project 412545-2-88-01;

C. Approve the position for a Traffic Signal System Operations Engineer; and

D. Authorize the Chairman to execute the Resolution, Joint Project Agreement, and all other required documents pertaining to this JPA, without further action of the Board.

[Florida Department of Transportation will reimburse Escambia County up to \$300,000 annually for direct costs related to this Project]

23. Recommendation Concerning Acceptance of the Donation of a Drainage Easement from Big Lagoon Learning Center, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of a drainage easement (10 foot x 110 foot = 1,100 square feet) from Big Lagoon Learning Center, Inc., located at 5655 Bauer Road, for stormwater drainage improvements:

A. Accept the donation of a drainage easement (10 foot x 110 foot = 1,100 square feet) from Big Lagoon Learning Center, Inc., located at 5655 Bauer Road, for stormwater drainage improvements;

B. Authorize the payment of documentary stamps as the drainage easement is being donated for governmental use, which is for stormwater drainage, and the County benefits from the acceptance of this drainage 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 Easement as of the day of delivery of the Drainage Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

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



24. Recommendation Concerning Approval of Fiscal Year 2013/2014 Miscellaneous Appropriations Agreement between Escambia County and Pensacola Sports Association, Inc., as Fiscal Agent for Visit Pensacola, 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 between Escambia County and Pensacola Sports Association, Inc., as Fiscal Agent for Visit Pensacola, Inc.:

A. Approve the Miscellaneous Appropriations Agreement, in the amount of \$3,338,614, to be paid from the 3rd Cent Tourist Promotion Fund 108, Cost Center 360101, Account 58201;

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

C. Authorize the execution of the necessary Purchase Order.

25. Recommendation Concerning the Memorandum of Agreement between Florida Department of Corrections and Escambia County - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Memorandum of Agreement (MOU) by and between Florida Department of Corrections and Escambia County Parties, Agreement #A3270, for the purpose of establishing and maintaining support during an actual or anticipated emergency:

A. Approve the MOU; and

B. Authorize the Chairman to sign the MOU.

### III. For Discussion

1. Recommendation Concerning the Selection of Finalists for the County Administrator Position - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board extend offers of interviews to the candidates that are short-listed for the position of County Administrator and appropriate funding for travel expenses incurred by the candidates based on the Board's Policy.

[Funding: Fund 001, General Fund, Cost Center 110201, Object Code 54001]

2. Discussion Concerning the 2014 Legislative Wish List - George Touart, Interim County Administrator
3. Discussion Concerning a Lamar Advertising Billboard Located on County Property ("W" Street and Beverly/Brent Lane Corner) - George Touart, Interim County Administrator
4. Recommendation Concerning the Agreement to Provide Paratransit Transportation Services - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Agreement to Provide Paratransit Transportation Services:

A. Approve an extension to the Agreement to Provide Paratransit Transportation Services with Pensacola Bay Transportation Company, LLC, from January 1, 2014, through June 30, 2014;

B. Approve the Second Amendment to the Agreement to Provide Paratransit Transportation Services with Pensacola Bay Transportation Company, LLC; and

C. Authorize the Chairman to sign the Amendment;

**OR**

D. Allow the Agreement to Provide Paratransit Transportation Services with Pensacola Bay Transportation Company, LLC, to expire on December 31, 2013.

Pensacola Bay Transportation Company, LLC, provides transportation for disadvantaged clients under two types of agreements/programs.

One is the Paratransit Agreement, by which they provide ADA (Americans with

Disabilities Act of 1990) complimentary paratransit service to individuals with disabilities, as required by the Americans with Disabilities Act and State Service Plans. The routes used under this Agreement run parallel with present Escambia County Area Transit (ECAT) fixed routes, which cease operations at 7:35 p.m. daily. If there is no fixed route already assigned by ECAT, then the ADA service is not provided (Century, Cantonment and Perdido, for example).

The other type of transportation provided by Pensacola Bay Transportation, LLC, serves Medicaid and Non-Sponsored clients. This transportation falls under the Community Transportation Coordinator (CTC) Agreement.

## **COUNTY ATTORNEY'S REPORT**

### I. For Action

#### 1. Recommendation Concerning the Florida Institute for Human and Machine Cognition (IHMC)

That the Board take the following action concerning the Florida Institute for Human and Machine Cognition (IHMC):

A. Ratify the Construction Loan Agreement executed by Commissioner Gene M. Valentino; and

B. Amend the Board's action of November 7, 2013, to eliminate the need for (1) The Memorandum of Agreement, (2) The Ground Lease, (3) The Special Warranty Deed, and (4) The Closing Statement; and

C. Accept the attached documents:

1. Closing Statement
2. Promissory Note
3. Mortgage
4. Assignment of Rents
5. Security Agreement

#### 2. Recommendation Concerning the Conveyance of a Quit-Claim Deed to the City of Pensacola to Release Any Interest Held by the County in the Visitors Information Center.

That the Board authorize the Chairman to execute and convey to the City of Pensacola a Quit-Claim Deed releasing any interest of the County in the Visitors Information Center currently occupied by the Pensacola Area Chamber of Commerce.

### II. For Discussion

#### 1. Discussion Concerning NOLFX - Alison Rogers, County Attorney

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



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5398

Proclamations 6.

#### BCC Regular Meeting

**Meeting Date:** 12/05/2013

**Issue:** Adoption/Ratification of Proclamations

**From:** George Touart, Interim County Administrator

**Organization:** County Administrator's Office

**CAO Approval:**

---

#### **RECOMMENDATION:**

Proclamations.

Recommendation: That the Board take the following action concerning the following five Proclamations:

- A. Adopt the Proclamation commending and congratulating Jose Arredondo on his selection as the "Employee of the Month" for December 2013;
- B. Adopt the Proclamation commending and congratulating Joseph C. Snow on his selection as the Board of County Commissioners' "Employee of the Year" for 2013;
- C. Adopt the Proclamation recognizing and congratulating Tonya Ellis for her efforts in obtaining "Best in Class 1" for Escambia County Area Transit at the Florida Public Transportation Association Annual Meeting;
- D. Adopt the Proclamation commending and congratulating Brent Schneider for attaining the formidable achievement of winning the 2013 Annual Pensacola Marathon and for his service to Escambia County; and
- E. Ratify the Proclamation dated November 15, 2013, recognizing and commending the Perdido Key Chamber of Commerce for their leadership and contribution to promote tourism and economic development for the Perdido Key area and Escambia County.

#### **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**, Jose Arredondo, a Maintenance Technician in the Maintenance Division of the Facilities Management Department, began his employment with the County on August 19, 1996, and is selected for "Employee of the Month" for December 2013, for the standards of excellence that he has displayed in the performance of his duties; and

**WHEREAS**, as a Maintenance Technician, Mr. Arredondo is assigned to the Facilities Management Department's Leonard Street Maintenance Shop; and

**WHEREAS**, Mr. Arredondo is responsible for conducting preventative maintenance of boilers, heating, ventilation and air conditioning equipment, and the replacement of worn-out equipment. Mr. Arredondo also trains new employees on the equipment maintenance and repair requirements; and

**WHEREAS**, Mr. Arredondo has been assigned as the Team Leader for Disaster Preparedness Damage Assessment Group #10. In the event of a catastrophic event, such as a hurricane, tornado, terrorist attack, etc., Mr. Arredondo is required to conduct damage assessment inspections of all affected buildings. The purpose of the damage assessment inspection is to determine if a building is safe and can be utilized by the citizens and employees of Escambia County; and

**WHEREAS**, Mr. Arredondo has earned the respect of the building occupants by listening to their concerns and taking corrective action to meet, or even exceed their expectations. In every circumstance, Mr. Arredondo demonstrates a positive and professional attitude, which reflects well on all County employees; and

**WHEREAS**, Mr. Arredondo was nominated and selected by his fellow employees as their Facilities Management Department's "Employee of the Month" for October's theme of "Marvelous Motivator." Mr. Arredondo has a powerful work ethic to never quit or settle for mediocrity in customer service which makes him an invaluable asset to the Facilities Management Department and the citizens of Escambia County.

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

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

---

*Lumon J. May, Chairman, District Three*

*Steven L. Barry, Vice Chairman  
District Five*

*Wilson B. Robertson, District One*

*Gene M. Valentino, District Two*

*Grover C. Robinson, IV, District Four*

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

---

*Deputy Clerk*

**Adopted:** December 5, 2013



## **PROCLAMATION**

**WHEREAS**, Escambia County established an "Employee of the Year Program" through Escambia County Ordinance 83-17 to recognize one employee to represent Escambia County; and

**WHEREAS**, Joseph C. Snow, a Road Corrections Officer with the Road Prison Division of the Corrections Department, began his employment with the County on June 2, 1997, and was selected as the "Employee of the Month" for June 2013; and

**WHEREAS**, Officer Snow was selected to represent the Board of County Commissioners as the "Employee of the Year" for 2013 for the standards of excellence that he displays in the performance of his duties; and

**WHEREAS**, Officer Snow is being recognized for his incredible work ethic, friendly and courteous personality, and his dedication to Escambia County; and

**WHEREAS**, Officer Snow is assigned to support and assist the Facilities Maintenance Division with the grounds keeping at numerous County buildings. Officer Snow also assists with special events, such as the Board of County Commissioners' Installations, groundbreaking events, and employee appreciation events.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Mr. Joseph C. Snow on his selection as the Board of County Commissioners' "Employee of the Year" for 2013.

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

---

*Lumon J. May, Chairman, District Three*

*Steven L. Barry, Vice Chairman  
District Five*

*Wilson B. Robertson, District One*

*Gene M. Valentino, District Two*

*Grover C. Robinson, IV, District Four*

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

---

*Deputy Clerk*

**Adopted: December 5, 2013**

## **PROCLAMATION**

**WHEREAS**, Tonya Ellis has served as Director of Marketing with the Escambia County Area Transit System for seven years and has consistently demonstrated outstanding dedication, motivation, and management of the Escambia County Area Transit System's Marketing and Public Relations Program; and

**WHEREAS**, Mrs. Ellis is dedicated to the riders and employees of the Escambia County Area Transit System, as evidenced through her strong work ethic; and

**WHEREAS**, Mrs. Ellis is strongly committed to making Escambia County Area Transit a leader in public transportation and created the Escambia County Area Transit Program, "Student Summer Wheels"; and

**WHEREAS**, at the 2013 Florida Public Transportation Association Meeting, the Escambia County Area Transit System was awarded "Best in Class 1" for the "Print Collateral - Advertising Collateral Category" for transit systems with 100 or fewer buses or rail cars. This is the first time since 2002 that Escambia County Area Transit has won first place for a specific project.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, recognizes and congratulates Tonya Ellis for her efforts in obtaining "Best in Class 1" for Escambia County Area Transit at the Florida Public Transportation Association Annual Meeting.

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

---

*Lumon J. May, Chairman, District Three*

*Steven L. Barry, Vice Chairman  
District Five*

*Wilson B. Robertson, District One*

*Gene M. Valentino, District Two*

*Grover C. Robinson, IV, District Four*

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

---

*Deputy Clerk*

**Adopted: December 5, 2013**

## **PROCLAMATION**

**WHEREAS**, on Monday, November 11, 2013, Escambia County welcomed the celebration of the 2013 Annual Pensacola Marathon; and

**WHEREAS**, the Annual Pensacola Marathon is a 13.1 mile circuit of the city for half marathoners and a full 26.2 mile loop for the full marathon. This event brings runners from both far and near to Pensacola and Escambia County; and

**WHEREAS**, Escambia County encourages its employees to stay active and promotes wellness through various activities sponsored by County Departments and the surrounding area; and

**WHEREAS**, Brent Schneider is a resident of Escambia County and employee of the Escambia County Board of County Commissioners, Solid Waste Management Department. He is employed as an Engineering and Environmental Quality Manager; and

**WHEREAS**, with a time of 2:35:17, Brent Schneider has displayed remarkable stamina and discipline in the completion of the full marathon; and

**WHEREAS**, Brent Schneider has been declared the winner of the 2013 Annual Pensacola Marathon and has achieved this accomplishment for two consecutive years.

**NOW, THEREFORE BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, hereby commends and congratulates Brent Schneider for attaining the formidable achievement of winning the 2013 Annual Pensacola Marathon and for his service to Escambia County.

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

---

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman, District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

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

---

Deputy Clerk

Adopted: December 5, 2013

## PROCLAMATION

**WHEREAS**, in 1981 the Perdido Key Business Organization was established by Perdido Key area business leaders who were vitally interested in the further economic development of the Perdido Key area and was instrumental in the implementation of zoning regulations and the establishment of water and sewer services on Perdido Key; and

**WHEREAS**, on January 16, 1985, the Perdido Key Business Organization took official action to change its name to the Perdido Key Area Chamber of Commerce to further enhance efforts for reasonable development of the Perdido Key area; and


**WHEREAS**, the Perdido Key Area Chamber of Commerce launched promotions throughout 2012 designed to fuel the momentum for travel to Perdido Key. From the American Express Gift Card and Gas Card give-aways to the "Get Lost on the Lost Key" vacation sweepstakes, new promotions were launched each month to target families, snowbirds, veterans, and other travelers; and

**WHEREAS**, the Perdido Key area is host to many unique activities and events that enhance the visitor's experience and guarantee those visitors will return for future visits. In addition to the regularly-scheduled Chamber Socials, Business Luncheons, and Snowbird Roosts, the Perdido Key Area Chamber of Commerce produces a number of high profile events designed to promote tourism and to raise awareness of Perdido Key as a desirable vacation destination; and

**WHEREAS**, special events such as Oktoberfest, the Frank Brown International Songwriters Festival, the Perdido Key Wine and Arts Festival, the Flora-Bama Soccer Showcase, the Wacky Women Week, and many others are heavily-promoted festivities to showcase the wide variety of activities in the Perdido Key area.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, recognizes and commends the Perdido Key Chamber of Commerce for their leadership and contribution to promote tourism and economic development for the Perdido Key area and Escambia County.

### BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

  
Gene M. Valentino, Chairman, District Two


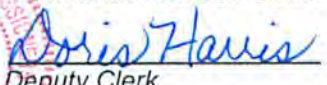
Lamon J. May, Vice Chairman  
District Three

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

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

  
  
Doris Harris  
Deputy Clerk

Dated: November 15, 2013



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5369

Public Hearings 8.

#### BCC Regular Meeting

**Meeting Date:** 12/05/2013

**Issue:** 5:31 p.m. Public Hearing to Adopt the Uniform Method of Collection Resolution

**From:** Amy Lovoy, Department Head

**Organization:** OMB

**CAO Approval:**

---

#### **RECOMMENDATION:**

5:31 p.m. Public Hearing for consideration of adopting a Resolution establishing the Board's intent to use the Uniform Method of Collecting Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

Recommendation: That the Board adopt the Resolution establishing the Board's intent to use the Uniform Method of Collecting Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

**(Proof of Publication, Exhibit A, to be distributed under separate cover)**

#### **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. The Uniform Method of Collection of the Municipal Services Benefit Unit (MSBU) assessments will increase the collection of assessments and reduce administrative costs by eliminating duplicated preparation and mailing of tax notices.

Prior to the assessment of 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.

Non Ad-Valorem Special Assessments would be subject to the same discounts for early payment as Ad-Valorem Taxes and are due no later than March 31:

4% November  
3% December  
2% January  
1% February

**BUDGETARY IMPACT:**

This Resolution 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 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 send notice of the public hearing by first class mail to affected property owners when the assessment is collected for the first time.
3. The County must hold a public hearing to adopt the assessment roll no later than September 15.

---

**Attachments**

Uniform Method Resolution

---

**RESOLUTION NUMBER R2013-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED IN BOTH THE UNINCORPORATED AND INCORPORATED AREAS OF THE COUNTY; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners of Escambia County, Florida (the "County") is contemplating the imposition of special assessments to defray the costs of benefits conferred by the provision of street lighting, road paving and drainage, disposal and recycling of solid waste, stormwater management and fire protection services, parks, recreation and amenities, water services, sewer services, data communications services, natural resource protection, code enforcement, law enforcement and mosquito services; and

**WHEREAS**, the Board of County Commissioners of Escambia County intends to use the uniform method for collecting non-ad valorem special assessments to defray the costs of benefits conferred by the cost of providing street lighting, road paving and drainage, disposal and recycling of solid waste, stormwater management and fire protection services, parks, recreation and amenities, water services, sewer services, data communications services, natural resource protection, code enforcement, law enforcement and mosquito services to property within both the unincorporated and incorporated areas of the County as authorized by Section 197.3632, Florida Statutes, as amended, because this method will allow such special assessments to be collected annually commencing in November 2014, in the same manner as provided for ad valorem taxes; and

**WHEREAS**, the Board of County Commissioners of Escambia County held a duly advertised public hearing prior to the adoption of this Resolution, proof of publication of such hearing being attached hereto as Exhibit A;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Escambia County, Florida, as follows:

**Section 1.** That the recitals above are true and correct, and adopted herein.

**Section 2.** That commencing with the Fiscal Year beginning on October 1, 2014 and with the tax statement mailed for such Fiscal Year, the County intends to use the uniform method of collecting non-ad valorem assessments authorized in Section 197.3632, Florida Statutes, as amended for collecting non-



ad valorem assessments for the cost of providing street lighting, road paving and drainage, disposal and recycling of solid waste, stormwater management and fire protection services, parks, recreation and amenities, water services, sewer services, data communications services, natural resource protection, code enforcement, law enforcement and mosquito services. Such non-ad valorem assessments shall be levied within both the unincorporated and incorporated areas of the County. A legal description of such area subject to the assessments is attached hereto as Exhibit B and incorporated by reference.

**Section 3.** That the County hereby determines that the levy of the assessments is needed to defray the costs of benefits conferred by the costs of street lighting, road paving and drainage, disposal and recycling of solid waste, stormwater management and fire protection services, parks, recreation and amenities, water services, sewer services, data communications, natural resource protection, code enforcement, law enforcement and mosquito services within both the unincorporated and incorporated areas of the County.

**Section 4.** That upon adoption, the Office of Management and Budget is hereby directed to send a copy of this Resolution by United States Mail to the Florida Department of Revenue, the Escambia County Tax Collector, and the Escambia County Property Appraiser by January 10, 2014.

**Section 5.** That this Resolution shall be effective upon adoption.

**DULY ADOPTED** at a public hearing this \_\_\_\_ day of December, 2013.

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

\_\_\_\_\_  
Lumon J. May, Chairman

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

BY: \_\_\_\_\_  
Deputy Clerk

(SEAL)

This document approved as to form  
and legal sufficiency.

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

Title: Asst. County Attorney

Date: Nov. 13 2013



## **EXHIBIT B**

**ESCAMBIA COUNTY, FLORIDA  
MORE PARTICULARLY DESCRIBED  
IN SECTION 7.17, FLORIDA STATUTES  
INCLUDING THE CITIES OF CENTURY AND PENSACOLA  
AND THE BARRIER ISLAND KNOWN AS SANTA ROSA ISLAND**

Santa Rosa Island is further described as:

The land in Escambia County on the barrier island known as Santa Rosa Island, bound by federally owned property on both the East and on the West. The area intended to be within this boundary is more specifically described in general terms, and excludes all federally owned property. Area description includes property and parcels beginning at the East boundary of Fort Pickens National Park on Santa Rosa Sound meandering eastward along the North shoreline of Santa Rosa Island, excluding the approximately 18.75 acre island, the road and the bridge entrance owned by the United States Department of Interior commonly known as EPA Island; continuing along the North shoreline of Santa Rosa Island easterly and crossing the inlet to Little Sabine Bay to a point due East of the North shoreline of the peninsula which encloses Little Sabine Bay; continuing North along the shoreline of Santa Rosa Island to the southerly foot of the Bob Sikes Bridge over Santa Rosa Sound; thence meandering easterly along the North shoreline of Santa Rosa Island to the Eastern boundary of a parcel owned by the State of Florida Department of Education known as the UWF property at Big Sabine on the North shore of Santa Rosa Island; thence Southerly along the East Boundary of the UWF property (the same being the West boundary of property owned by the United States Government) to the South shoreline of Santa Rosa Island on the Gulf of Mexico; thence meandering along the shoreline of the Gulf of Mexico westward a distance of approximately nine (9) miles to a point south of the point of beginning established in this generalized area defined herein; thence Northward in a direct line from said point on the Gulf of Mexico shoreline to the point where this description begins at the Northeast boundary of Fort Pickens National Park.

**THIS DESCRIPTION OF SANTA ROSA ISLAND IS FOR REFERENCE ONLY  
AND NOT INTENDED TO BE USED FOR LEGAL DOCUMENTS.**



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5390

Public Hearings 9.

#### BCC Regular Meeting

**Meeting Date:** 12/05/2013

**Issue:** 5:32 p.m. Public Hearing to Establish a Small Business Enterprise Program Ordinance

**From:** Kristin Hual, Assistant County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

---

#### **RECOMMENDATION:**

5:32 p.m. Public Hearing for consideration of adopting an Ordinance creating the Small Business Enterprise Program.

Recommendation: That the Board adopt an Ordinance creating Volume 1, Chapter 46, Article II, Division 3, Section 46-111 of the Escambia County Code of Ordinances relating to the Small Business Enterprise Program.

#### **BACKGROUND:**

The proposed Ordinance will serve to establish a small business enterprise program with the purpose and intent of providing the maximum opportunity for increased participation of qualified small businesses in the County's procurement system.

#### **BUDGETARY IMPACT:**

N/A

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

The proposed Ordinance was prepared by Assistant County Attorney, Kristin D. Hual, and advertised in the Saturday edition of the Pensacola News Journal on November 23, 2013.

#### **PERSONNEL:**

N/A

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

N/A

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

A copy of the Ordinance will be filed with the Department of State.

---

#### **Attachments**

Ordinance

## Self Certification Form

---

**ORDINANCE NUMBER 2013-\_\_\_\_\_**

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME 1, CHAPTER 46, ARTICLE II, DIVISION 3, SECTION 46-111 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO SMALL BUSINESS ENTERPRISE PROGRAM; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, small businesses are often at a disadvantage when competing with other businesses in the free enterprise system; and

**WHEREAS**, providing qualified small businesses the maximum opportunity to participate in the public procurement of goods and services encourages local industry, employment opportunities, and increases the County's overall tax base; and

**WHEREAS**, the Board of County Commissioners finds that the proposed Ordinance establishing a small businesses enterprise program for the County's procurement of goods and services serves a compelling public purpose for the benefit of the taxpayers and residents of Escambia County.

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

**Section 1. Recitals.**

That the foregoing recitals are true and correct and incorporated herein by reference.

**Section 2. Creation.**

That Volume I, Chapter 46, Article II, Division 3, Section 46-111 of the Escambia County Code of Ordinances is hereby created to read as follows:

**Sec. 46-111. Small Business Enterprise Program.**

**A. Purpose and intent of article.**

The purpose and intent of this article is to provide the maximum opportunity for increased participation of qualified small businesses in the County's procurement system.

**B. Definitions.**

*Commercially useful business function* means adding value to the goods and services supplied under a contract. A small business is considered to perform a commercially useful business function when it is responsible for execution of a distinct

element of work of a contract or transaction and carrying out its responsibilities by actually performing, managing and supervising the work performed. Businesses who merely act as a conduit do not perform a commercially useful business function and will not be eligible for certification as a SBE. In determining whether a business performs a commercially useful business function, consideration will include, but not be limited to, whether the business adds a value to the product or service provided; whether the business has a distributorship agreement with the manufacturer of goods supplied; whether the business takes possession of the product or service provided; whether the business warrants the product or service provided; whether the business maintains sufficient storage space to keep the product in inventory; whether the business maintains sufficient inventory to meet the requirements of its contracts; whether the business provides the product or service to the public or other business other than a governmental agency.

*SBE* means a small business enterprise certified by Escambia County.

**C. Scope.**

Unless otherwise prohibited by federal or state law, this chapter shall apply to the solicitation of all goods, services and construction by the County which are governed by the county purchasing code. Whenever possible, the County shall utilize a solicitation process which encourages SBE participation even on those items which are exempted from the requirements of the purchasing code.

**D. SBE Program Goals.**

(1) *Annual goals:* The cumulative annual SBE goal for county procurement contracts shall be a minimum expenditure of up to **fifteen (15) percent** of the total competitive procurement monies for materials, supplies, equipment, services and construction. The annual goal shall be applied to each individual county procurement of goods, services or construction unless otherwise approved by the County Administrator.

(2) *Evaluation of goal attainment:* The goal shall be applied to the full monetary value of the contract and be reflected in the full monetary portion spent on subcontracts for supplies, consulting or construction services to be awarded to those SBEs meeting contract specifications.

**E. Certification.**

(1) *Requirements.* For the purposes of this section, the following certification requirements shall govern:

- (a) The business must currently perform a *commercially useful business function*;
- (b) The business must be a local business as defined in Sec. 46-110;
- (c) The business must be an independently owned and operated, for-profit entity;
- (d) The business may employ 10 or fewer full time employees; and
- (e) The business may have a net worth of not more than one million dollars.

(2) *Application procedure.* All applicants wishing to be considered as certified businesses for the benefits of the SBE program must complete the small business self certification form which can be obtained through the office of purchasing. Applicants must submit the necessary documentation as appropriate to their business and all of its affiliates. The Office of Purchasing may request any other documentation necessary to determine eligibility.

(3) The purchasing department shall certify SBEs for use by the County in its purchasing and procurement process based upon the eligibility requirements provided herein. The purchasing department shall maintain an up-to-date electronic list of SBEs, and encourage the use of this list by all departments in their procurement activities.

(4) Any change of ownership or circumstances that may affect certification eligibility of an SBE must be reported to the purchasing department within 30 days of the change taking place. In the event of a change, the current owner is responsible for fulfilling this reporting requirement prior to seeking business with the County.

(5) *Recertification.* Certified SBEs are required to submit an affidavit of their continued eligibility as a SBE every year. If there has been a change in operation, ownership, control, activities, domicile or gross receipts, the SBE must identify such change on their application for recertification. Supporting documentation may be required for continued certification. A company that fails to submit its affidavit of continued eligibility or fails to submit documentation requested by the office of purchasing will no longer be deemed certified for purposes of participation in the small business program.

(6) *Decertification.* If during any period of certification, the County has reason to believe that the SBE was not properly certified or that there has been a substantial change of ownership or circumstances that may affect certification eligibility then the purchasing department may conduct an investigation and decertify an SBE if the investigation indicates that continued certification would be contrary to the County's SBE program requirements. The purchasing department shall notify the SBE by certified mail that it has been decertified. Any business that is decertified may not be recertified for one (1) year from the date of decertification.

(7) *Appeal of Decertification.* Any business that believes it was wrongfully denied certification may submit a written request with the office of purchasing to appeal the decertification. The appeal shall be filed within twenty (20) days of receipt of the notice of decertification. The request for appeal shall state with particularity the reasons why the business believes the denial was erroneous.

(8) *Hearing on Appeal of Decertification.* If an appeal is requested, an administrative review will be conducted by the County Administrator, or designee, within forty-five (45) days of receipt of the notice of appeal. Upon review, the County Administrator, or designee shall take one of the following actions:

(a) Grant the appeal. If a determination is made that decertification was contrary to County's SBE program requirements, the appeal shall be granted and the business recertified;

(b) Deny the appeal. If a determination is made that certification would be contrary to the County's SBE program requirements, the appeal shall be denied and the applicant may request that the matter be referred to a special master for further proceedings in accordance with Sec. 46-102(4)-(7); or

(c) Refer the appeal to a special master. If no administrative determination is made, the matter may be referred to a special master for further proceedings in accordance with Sec. 46-102(4)-(7).

**F. False representation.**

(1) It is unlawful for any individual or entity to knowingly submit false information in order to qualify for SBE certification.

(2) Any contractor that falsely represents to the county that it is an SBE, or knowingly submits false information or represents that it will use the services or commodities of an SBE and subsequently does not, shall be deemed in breach of contract. Upon a determination that a breach has occurred, all payments under the contract or any other arrangement shall be immediately suspended. The contractor may show that it attempted in good faith to comply with the terms of the contract but was unable to comply. If the county determines that the contractor did not act in good faith, all amounts paid to the contractor under the county contract or agreement intended for expenditure with the SBE shall be forfeited and recoverable by the county. In addition, the contract or agreement may be rescinded and the department or division may return all unused goods received and recover all amounts paid under the contract.

(3) Any contractor or affiliate determined to have falsely represented that it or a subcontractor is an SBE, or determined to have not acted in good faith to fulfill the terms of a contract calling for it to use the services or commodities of an SBE, will be considered under the county's suspension and debarment policy.

**G. Reservation of Contracts.**

(1) Unless otherwise prohibited by federal or state law, the County may reserve contracts to be awarded only to SBEs. The County shall review all of its needs and requirements in each fiscal year and shall determine which contracts may be reserved for bidding only by SBEs. This reservation may only be used when it is determined, before dissemination of the request for proposals or invitation to bid, that there are capable, qualified, SBEs available who are interested and willing to bid on these contracts in order to provide for effective competition. Once a decision has been made to reserve a contract the County shall estimate what it expects the dollar amount of the contract to be based on the nature of the contract and its value under prevailing market conditions. If all the bids received are over this estimate, the County may reject the bids and open the bidding to all vendors and contractors. Before contracts can be reserved

for bidding only by SBEs, the County Administrator, in conjunction with the purchasing manager, must determine that such a reservation is in the best interest of the County.

(2) Unless otherwise prohibited by federal or state law, the County may reserve any construction contract for competitive bidding for contractors who agree to utilize SBEs as subcontractors or subvendors. The percentage of funds which must be expended with SBE subcontractors shall be determined by the County before the contract is reserved. In order to bid on a construction contract so reserved, the contractor shall identify those SBEs that will be utilized as subcontractors or subvendors. Once a decision has been made to reserve a contract, but before bids are requested, the County shall estimate what it expects the amount of the contract to be based on the nature of the contract involved and its value under prevailing market conditions. If all the bids received are over this estimate, the County may reject the bids and open the bidding to all vendors and contractors. It is the express responsibility of the contractor to verify that all SBEs that will be utilized as subcontractors or subvendors are currently certified by the County.

#### **H. SBE Preference.**

(1) The County may award a bid preference on any single bid, as provided in Sec. 46-110, to a certified SBE.

(2) The County may award a bid preference on any single bid, as provided in Sec. 46-110, to any contractor that agrees to use SBEs as subcontractors or subvendors for at least 15 percent of the dollar value of the bid.

(3) The County may award a preference in evaluation points to SBEs or contractors that meet the SBE participation goal in its RFP response.

(4) The purchasing department will formulate and present for adoption any rules necessary to implement the SBE preference in order to guide the county toward having a certain percentage of its expenditures for materials, supplies, equipment, services or construction placed with SBEs.

(5) SBE preference does not apply to contracts that are reserved in accordance with this section. Preferences as provided in this chapter may not be combined. Only one preference may be awarded on any single solicitation to any certified SBE or contractor.

#### **I. Responsiveness of bids—Good faith efforts.**

(1) Every competitive bid or proposal, if not submitted by a SBE, must demonstrate good faith efforts to utilize SBEs as subcontractors or subvendors.

(2) The County may consider written documentation submitted with the bid package or proposal in determining whether a contractor has made one or more good faith efforts including, but not limited to:



- (a) Whether the contractor attended any presolicitation or prebid meeting that was scheduled by the county to inform SBEs of contracting and subcontracting opportunities;
- (b) Whether the contractor advertised in a general circulation, trade association, and/or SBE focus media concerning the subcontracting opportunities;
- (c) Whether the contractor provided written notice to a reasonable number of SBEs that their interest in the contract was being solicited in sufficient time to allow the SBE to participate effectively;
- (d) Whether the contractor followed up initial solicitations of interest by contacting SBEs to determine whether a SBE is interested;
- (e) Whether the contractor selected portions of the work to be performed by SBEs in order to increase the likelihood of meeting the SBE goals of the county, including, where possible, breaking down contracts into economically feasible units to facilitate SBE participation;
- (f) Whether the contractor negotiated in good faith with interested SBEs, not rejecting SBE as unqualified without sound reasons based on investigation of their capabilities;
- (g) Whether the contractor made efforts to assist interested SBEs in obtaining bonding, lines of credit, or insurance required by the county and/or the contractor; and
- (h) Whether the contractor effectively used the services of available small business community organizations; small business contractors' groups; local, state, and federal business assistance offices; and other organizations that provide assistance in the recruitment and placement of small businesses.

(3) The County may waive the good faith requirement for procurement where subcontracting is not applicable or in order to ensure adequate competition.

**J. SBE Assistance Program.**

(1) The SBE assistance program is established within the Office of Purchasing and will report all recommendations and activities associated with the SBE program directly to the County Administrator. This program will assist, encourage, and serve as a liaison for a SBE to become a supplier of materials, supplies, equipment, or services to the County.

(2) In addition, the purchasing department shall:

- (a) Review and comment on any changes to a county policy, rule or regulation relating to SBE procurement;
- (b) Receive, compile and disseminate information on procurement opportunities, availability of SBEs and available technical assistance;
- (c) Refer all information on any business suspected of misrepresenting its SBE status to the county administrator's office;

- (d) Maintain a central list of certified SBEs, provide it upon request, and maintain a process for timely and independent verification of the status of businesses currently certified and seeking certification from the County as a SBE; and
- (e) Host, not less than annually, a workshop to assist small businesses located in Escambia County to obtain SBE certification and to do business with the county.
- (f) Present an annual written report to the Board of County Commissioners on the SBE Program.

**K. Implementation of policy; monitoring of compliance.**

In order to systematically augment a viable SBE component within the County's purchasing and procurement system, the purchasing manager shall be delegated the following powers and duties to fulfill their responsibilities and functions:

- 1) Establish and compile a system of coordinated, uniform procurement policies, procedures, and practices to implement the SBE program.
- 2) Establish and strongly encourage the annual expenditure of up to **fifteen (15) percent** of the total competitive procurement monies with SBEs for materials, supplies, equipment, services and construction.
- 3) Formulate and establish a system to record and measure the use of SBEs in county contracting. This system shall maintain information and statistics on SBE participation, in order to analyze the progress of the SBE program.
- 4) The purchasing manager shall annually report the contractual or procurement disbursements made to SBEs to the County Administrator. This information shall be made available to the Board of County Commissioners as well as the public at large. The purchasing department shall be responsible for the accuracy of information provided.

**Section 3. Severability.**

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

**Section 4. Inclusion in 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 5. Effective Date.**

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

DONE AND ENACTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.

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

BY: \_\_\_\_\_  
Lumon J. May, Chairman

**ATTEST: PAM CHILDERS  
Clerk to the Circuit Court**

BY: \_\_\_\_\_  
Deputy Clerk

(SEAL)

Enacted:

Filed with Department of State:

Effective:

Approved as to form and legal  
sufficiency.

By/Title: Kathryn A. Carr  
Date: 11/18/13

## SMALL BUSINESS SELF CERTIFICATION

NAME OF BUSINESS: \_\_\_\_\_

VENDOR NUMBER (MUST BE ESTABLISHED AS A VENDOR TO PARTICIPATE): \_\_\_\_\_

MAILING ADDRESS OF BUSINESS:

\_\_\_\_\_  
\_\_\_\_\_

PHYSICAL ADDRESS OF BUSINESS (IF MAILING IS PO BOX):

\_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME OF OWNER/NAMES OF OWNERS: \_\_\_\_\_  
\_\_\_\_\_

NUMBER OF EMPLOYEES (INCLUDING FULL, PART TIME, LEASED): \_\_\_\_\_ (MUST BE LESS THAN 10)

### Documents to include:

- 1) **Financial Statement:** Notarized financial statement (such as a balance sheet) for the business and each of the owners dated within the last twelve months. (Business and all owners must have aggregate net worth of 1 million dollars or less to be eligible)
- 2) **Most current tax form for business (1040 schedule C, or 1120S, or equivalent)**
- 3) **Most recent State of Florida annual report indicating business has been established more than one year, if applicable. If sole proprietor, then one previous tax year 1040 schedule C.**

I attest the information contained in this application, as well as submitted documents, is true, accurate and includes all the information requested to identify the ownership, control, and financial position of both the submitting business and each of the owners.

\_\_\_\_\_ OWNER \_\_\_\_\_ DATE

\_\_\_\_\_ OWNER \_\_\_\_\_ DATE



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5386

Public Hearings 10.

#### BCC Regular Meeting

**Meeting Date:** 12/05/2013

**Issue:** Public Hearing to Adopt an Ordinance Relating to the Additional Homestead Tax Exemption for Senior Citizens

**From:** George Touart, Interim County Administrator

**Organization:** County Administrator's Office

**CAO Approval:**

---

#### **RECOMMENDATION:**

5:33 p.m. Public Hearing for consideration of adopting an Ordinance relating to the Additional Homestead Tax Exemption for Senior Citizens.

**Recommendation:** That the Board adopt an Ordinance of Escambia County, Florida, amending Volume I, Chapter 90, Article IV, Division 4, Sections 90-182 and 90-184, of the Escambia County Code of Ordinances, relating to the additional Homestead Tax Exemption for Senior Citizens.

#### **BACKGROUND:**

Pursuant to Article VII, Section 6(d) of the Florida Constitution and § 196.075, Florida Statutes, the County previously granted an additional homestead exemption in the amount of \$50,000.00 for any person who has legal or equitable title to real estate and maintains thereon the permanent residence of such owner, who has attained age 65, and whose household income does not exceed \$20,000.00.

On November 12, 2012, the voters of the State of Florida voted to approve Amendment 11 to the Florida Constitution, which allows counties to enact an ordinance granting a second additional homestead exemption in the amount of the assessed value of the property for any person who has legal or equitable title to real estate with a just value less than \$250,000.00 and maintains thereon the permanent residence of such owner for at least 25 years, who has attained age 65, and whose household income does not exceed \$20,000.00. Per the applicable law, the County may implement this homestead tax exemption for qualified individuals in addition to or in place of the existing additional homestead tax exemption for persons 65 years of age or older at the option of the county. The proposed amendment to the Escambia County Additional Homestead Tax Exemption Ordinance will grant a second additional homestead tax exemption for senior citizens as permitted by law.

#### **BUDGETARY IMPACT:**

N/A

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

The Ordinance was drafted by Assistant County Attorney Kristin Hual.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

Final Ordinance

---

**ORDINANCE NUMBER 2013-\_\_**

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME I, CHAPTER 90, ARTICLE IV, DIVISION 4, SECTIONS 90-182 AND 90-184 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO THE ADDITIONAL HOMESTEAD TAX EXEMPTION FOR SENIOR CITIZENS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on November 12, 2012, the voters of the State of Florida voted to approve Amendment 11 to the Florida Constitution; and

**WHEREAS**, pursuant to Article VII, Section 6(d) of the Florida Constitution and § 196.075, Florida Statutes, as amended, the County is authorized to enact an ordinance granting an additional homestead exemption in the amount of the assessed value of the property for any person who has legal or equitable title to real estate with a just value less than \$250,000.00 and maintains thereon the permanent residence of such owner for at least 25 years, who has attained age 65, and whose household income does not exceed \$20,000.00; and

**WHEREAS**, Article VII, Section 6(d) of the Florida Constitution provides that the County may implement this homestead tax exemption for qualified individuals in addition to or in place of the existing additional homestead tax exemption for persons 65 years of age or older at the option of the county; and

**WHEREAS**, pursuant to §196.075, Florida Statutes, as amended, this additional homestead tax exemption must be authorized by a super majority vote of the governing body of the county granting such exemption; and

**WHEREAS**, pursuant to Article VII, Section 6(d) of the Florida Constitution and § 196.075, Florida Statutes, as amended, the County previously granted an additional homestead exemption in the amount of \$50,000.00 for any person who has legal or equitable title to real estate and maintains thereon the permanent residence of such owner, who has attained age 65, and whose household income does not exceed \$20,000.00; and

**WHEREAS**, the Board of County Commissioners finds that granting a second additional homestead tax exemption for senior citizens is in the best interest of the citizens of Escambia County; and

**WHEREAS**, the Board of County Commissioners further finds that granting a second additional homestead tax exemption for senior citizens serves an important public purpose.

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

**Section 1.** That Volume 1, Chapter 90, Article IV, Division 4, Sections 90-182 and 90-184 of the Escambia County Code of Ordinances are hereby amended to read as follows:

**Sec. 90-182. Authority.**

This division is adopted pursuant to F.S. § 196.075, as amended, and section 6(f), article VII of the Florida Constitution to allow an additional homestead tax exemption of ~~\$50,000.00~~ for any person who has legal or equitable title to real estate and maintains thereon the permanent residence of such owner, who has attained age 65, and whose household income does not exceed ~~\$20,000.00~~ in accordance with the regulations established herein.

**Sec. 90-184. Additional homestead tax exemptions for persons age 65 and older**

(a) In accordance with section 6(f), article VII of the Florida Constitution and F.S. § 196.075, as amended, the board of county commissioners hereby authorizes ~~an~~ the following additional homestead tax exemptions:

1. of \$50,000.00 ~~Commencing with the year 2007 tax year and each year thereafter, an additional homestead tax exemption in the amount of \$50,000.00~~ for any person who has legal or equitable title to real estate and maintains thereon the permanent residence of such owner, who has attained age 65, and whose household income does not exceed \$20,000.00; or
2. Commencing with the 2014 tax year and each year thereafter, an additional homestead tax exemption in the amount of the assessed value of the property for any person who has legal or equitable title to real estate with a just value less than \$250,000.00 and maintains thereon the permanent residence of such owner for at least 25 years, who has attained age 65, and whose household income does not exceed \$20,000.00.

(b) Beginning January 1, 2001, such person's \$20,000.00 income limitation shall be adjusted annually, on January 1, by the percentage change in the average cost-of-living index in the period January 1 through December 31 of the immediate prior year compared with the same period for the year prior to that. The index is the average of the monthly consumer-price-index figures for the stated 12-month period, relative to the United States as a whole, issued by the United States Department of Labor.

(c) Persons receiving such additional homestead tax exemption shall be subject to the provisions of F.S. §§ 196.131 and 196.161, as amended, if applicable, pertaining to wrongful receipt of a homestead tax exemption.

**Section 2. Severability.**

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



**Section 3. Inclusion in the Code.**

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

**Section 4. Effective Date.**

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

DONE AND ENACTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

BY: \_\_\_\_\_  
Lumon J. May, Chairman

ATTEST: PAM CHILDERS  
Clerk to the Circuit Court

BY: \_\_\_\_\_  
Deputy Clerk

(SEAL)

Enacted:

Filed with Department of State:

Effective:

Approved as to form and legal  
sufficiency.

By/Title: \_\_\_\_\_  
Date: 11/14/13



# 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

**AI-5410**

**11.**

## **BCC Regular Meeting**

**Meeting Date:** 12/05/2013

**Issue:** Committee of the Whole Recommendation

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

**Organization:** Clerk & Comptroller's Office

---

### **Recommendation:**

**Committee of the Whole Recommendation**

The Committee of the Whole (C/W), at the November 19, 2013, C/W Workshop, recommends that the Board approve the Visit Pensacola, Inc., Bylaws and organization (Item 4).

---

### **Attachments**

**Visit Pensacola Bylaws**

---

# **Visit Pensacola, Inc. Bylaws**

## **ARTICLE I NAME AND LOCATION**

The name of this incorporated organization is Visit Pensacola, Inc. ("Visit Pensacola or the Corporation"). Its principal office shall be located within the limits of Escambia County, Florida, the exact address to be designated by the Board of Directors.

## **ARTICLE II MISSION, OBJECTIVES AND PROGRAMS**

Section 1. Mission. The following statements express the mission of the Corporation:

- A. Visit Pensacola is organized exclusively for the common business interest of promoting and improving tourism related business activities throughout Escambia County, in accordance with Section 501(c)(6) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law). Visit Pensacola is not organized for profit or to engage in an activity of a kind ordinarily carried on for profit. Visit Pensacola shall observe all local, state, and federal laws which apply to non-profit organizations under Section 501(c)(6) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law).
- B. The Corporation is a voluntary not-for-profit private organization designed to enhance visitor, tourism, meeting, and convention development efforts within Escambia County, and increase tourism development tax collection in Escambia County.
- C. The Corporation shall conduct the unified promotion of the various municipal and unincorporated areas of Escambia County and their unique attributes and resources for visitors, tourists, meetings, and conventions. This unified promotion by the Corporation is desirable and to the mutual advantage of participating public agencies and private industry.
- D. Visit Pensacola believes that this unified promotion is best achieved by the formation of this private not-for-profit corporation that will enhance cooperation within the private and public sector of Escambia County, expand the Escambia County economy, create additional jobs, and increase direct spending which results in increased broad tax collection.
- E. The Corporation has the responsibility to promote the common business interest of the County's tourism industry through advertising and marketing activities and to assure the adequacy and effectiveness of laws affecting the common business interest of the tourism, meetings, and conventions industry through appropriate legislative and administrative activity.
- F. The Corporation will comply with Florida State Statute §125.0104 and will expend tourism development tax (TDT) funds in accordance with the legal restrictions of this statute.
- G. Notwithstanding any other provision of these Bylaws, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal income tax under Section 501(c)(6) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law).

Section 2. Objectives. The objectives of the Corporation shall be to promote the common business interest of the County's tourism industry, and to unify the private sector, visitor, tourism, meetings, and convention interests of the various incorporated and unincorporated areas of Escambia County so that they speak with a collective, focused voice of authority on issues that affect the tourism industry including:

- A. Establishing a private forum for discussion and agreement on matters that will enhance the state of the visitor, tourism, meetings, and convention industries in Escambia County.
- B. Supporting those private sector programs that the Corporation believes are appropriate for visitor, tourism, meetings, and convention development; and, where necessary, to work for the modification and improvement of those programs.
- C. Eliminating duplication of services and programs and maximizing the effectiveness of public and private sector agencies by creating a single, strong visitor, tourism, meetings, and convention promotion organization, which will represent the entire county in a comprehensive and efficient manner.
- D. Working to maintain existing visitor, tourism, meetings, and convention business and to develop new programs to substantially enhance and attract new visitor, tourism, meetings, and convention business to Escambia County.

Section 3. Programs. Consistent with its stated mission and objectives, the Corporation shall:

- A. Develop an effective marketing and promotion program to describe the advantages of Escambia County as a whole for travel, leisure and business.
- B. Cooperate, counsel and contract with other organizations and governments on appropriate activities relating to the development of visitor, tourist, meetings, and convention business.
- C. Stimulate an understanding of laws, rules, ordinances, and regulations affecting the Escambia County tourism industry, and develop legislative activity to promote legislation consistent with this goal.
- D. Encourage the participation and involvement of volunteers in the activities of the Corporation.
- E. Do such other things and promote, encourage and perform such other acts as the Corporation may deem necessary to accomplish its mission and objectives.
- F. Provide support to local private non-profit organizations and government agencies to encourage mutually advantageous contracts with the Corporation to achieve its missions and objectives, and maximize effectiveness and efficiencies.
- G. Support and encourage the regional cooperation of the non-profit private sector including their joint support of programs, legislation and advertising for their mutual best interest by reducing duplication of efforts and reducing costs.
- H. Develop support for the Corporation by encouraging membership in tourism related private non-profit organizations and business entities throughout Escambia County and increasing the participation of all members to promote the common business interest of the County's tourism industry.
- I. All meetings shall be properly publicly noticed and conducted as directed by the State of Florida Sunshine laws, and all records shall be maintained as directed by the State of Florida Public Records laws as applicable.

### **ARTICLE III MEMBERSHIP**

Section 1. **MEMBERSHIP.** Persons, corporations, limited liability companies, partnerships, associations, or firms which the Board decides conform to the mission and objectives of the Corporation shall be eligible for consideration as a member ("Member") elected to membership ("Membership") by the Board of Directors ("Board") as hereinafter provided. Membership in Visit Pensacola is non-transferable and may not be assigned by any Member. The Board of Directors may award non-voting Honorary Membership to individuals at its discretion. Honorary Members are not required to pay dues and shall not have a vote or serve on the Board.

- A. **APPROVAL OF MEMBERS.** Upon written application, any person, corporation, limited liability company, partnership, association or firm eligible for Membership under these Bylaws may be approved as a Member of the Corporation upon a majority vote of the Board. The Membership application shall be in such form as may be prescribed by the Corporation and shall include the name, address, and occupation of the applicant and, if a corporation, limited liability company, partnership, association or other organization, the name of the individual who shall represent such organization or, in his or her absence, the designated alternate representative. Thereafter, eligibility for continued membership will require that the member remain in good standing with the Corporation, including satisfaction of all financial obligations of membership, such as dues, fees and assessments that have been approved or directed by the Board.
- B. **DUES AND ASSESSMENTS.** Members shall pay dues and assessments in such amounts and at such times as the Board may prescribe from time to time. Any Member who shall fail to pay any dues or assessments for a period of sixty (60) days after the due date thereof shall be notified in writing of such nonpayment, and, if the amount due is not then paid within thirty (30) days after the mailing of such written notice, the Board may, in its discretion, terminate the Membership. Notwithstanding any other provision of these Bylaws, unless expressly authorized by the Board, municipal, county or other government ("Government") entities shall be exempt from the payment of dues or other assessments. The Government entity Membership shall be non-voting and those Members shall not serve on the Board.
- C. **Authorized Representative.** Each approved Member, other than a natural person, shall set forth in writing one authorized representative for purposes of Membership, which shall be a partner, officer or employee. This authorized representative shall have the authority to vote at the meetings of the Corporation on behalf of the Member he represents, exercise all rights and duties granted to said Member; and, act as needed to honor all obligations and responsibilities required of said Member of the Corporation.
- D. **TERMINATION, SUSPENSION OR RESIGNATION OF MEMBERSHIP.** Any Member may resign as a Member at any time by giving written thirty (30) day notice of resignation to the Corporation. Any Member may be suspended or terminated from Membership by the Board for cause, including without limitation the nonpayment of dues or assessments after notice as provided in Section B above; conduct by the Member that is in the good faith judgment of the Board is a violation of the Articles of Incorporation and Bylaws of the Corporation or is contrary to the mission and objectives of the Corporation. No Member is entitled to cast a vote during any period of suspension of Membership in the Corporation. The suspension or expulsion of a Member will not relieve the Member from liability for any and all dues, assessments or financial obligations owed to the Corporation which may be accrued or remain unpaid at the time of the Members suspension or expulsion.
- E. **VOTING PRIVILEGES** - Each Member of Visit Pensacola shall hold voting privileges in accordance with, and for the purposes set forth in, these Bylaws. Each Member that is in good standing and current on all dues and assessment shall have one (1) vote on matters that come before the general Membership.

## **ARTICLE IV**

### **MEMBERSHIP MEETINGS**

#### Section 1. Meetings.

- A. **ANNUAL MEETING.** An Annual Meeting of the Members of Visit Pensacola shall be held at such time and place as may be set by the Board of Directors.
- B. **NOTICE OF REGULAR MEETINGS.** Written notice stating the time and place of a regular meeting shall be given to each Member not less than seven (7) days before the date of the scheduled regular meeting. Such notice shall be deemed to be made when deposited in the United States mail, addressed to the Member at its address as it appears on the records of the Corporation, with postage thereon prepaid, or when actually transmitted by electronic mail, if correctly directed to an electronic mail address at which the Member has consented to receive notice.
- C. **SPECIAL MEETINGS** - Special meetings of the Members may be held at such times as the Chairman of the Board and Board may determine, the Vice Chairman in the absence of the Chairman, or upon the written request of six (6) Board Members or the written request of fifty-one (51%) of the total voting Membership.
- D. **NOTICE OF SPECIAL MEETINGS.** Written notice stating the time, place and purpose of a special meeting shall be given to each Member not less than four (4) days before the date of the scheduled meeting. Such notice shall be deemed to be made when deposited in the United States mail, addressed to the Member at its address as it appears on the records of the Corporation, with postage thereon prepaid, or when actually transmitted by electronic mail, if correctly directed to an electronic mail address at which the Member has consented to receive notice.
- E. **QUORUM** - At all Membership meetings, a quorum will exist if a majority of the dues paying Members are physically present. The act of a majority of the dues paying Members physically present at any meeting shall constitute the act of the Membership.
- F. Notwithstanding anything contained herein to the contrary, all notices shall comply with Florida Sunshine laws, as applicable.

## **ARTICLE V**

### **BOARD OF DIRECTORS**

Section 1. **RESPONSIBILITIES** . The Board of Directors (individually "Directors or Director" and collectively the "Board") shall serve as the sole governing body of Visit Pensacola, and;

- A. In this capacity, the Board shall hold all decision-making responsibility for Visit Pensacola, to the extent not in conflict with these Bylaws, the Articles of Incorporation or Florida or federal laws.
- B. The Board shall have the authority to create any advisory divisions, councils, departments, and/or committees it deems advisable for the efficient operation of Visit Pensacola. When such divisions, councils, departments, and/or committees are created, the Board will define their scope of work. These groups will be advisory only with no authority to bind Visit Pensacola and shall operate under the Florida Sunshine and Public Records laws as applicable.
- C. The Directors shall be responsible for working cooperatively to advance the goals and objectives of Visit Pensacola.
- D. The Directors shall be required to be a resident of or have their business located in Escambia County.

Section 2. **COMPOSITION.** The number of Directors constituting the Board of Directors shall be eleven (11)

voting Members. All Directors shall be dues paying Members of Visit Pensacola. Each Director shall be elected for a three (3) year term with the exception of the initial Board, which shall be selected by a panel and whose terms are set as stated in Section 4. below. The Board must approve by an affirmative two third (2/3) vote any increase or decrease in the number of the Board, but in no case shall a decrease in the number of Directors shorten the term of any incumbent Director. Members of the Board shall be from the following membership categories:

A. Visitor Experiences – 4 seats

- a. Arts/Cultural/Heritage - 1
- b. Dining/Entertainment - 1
- c. Retail/Attractions/Events - 1
- d. Sports/Recreation - 1

B. Lodging by Geography – 4 seats

- a. Mainland Downtown to Airport lodging tax collector from zip codes 32501, 32502, 32503, and 32504 - 1
- b. Mainland North and West County lodging tax collector from zip codes 32505, 32514, 32526, 32534, 32535, 32562, and 32577 - 1
- c. Pensacola Beach lodging tax collector from zip code 32561 - 1
- d. Perdido Key lodging tax collector from zip codes 32506 and 32507 - 1

C. At-Large – 3 seats

- 3

Can represent any business category from the Membership in Visit Pensacola, however, there cannot be more than one (1) additional Director for any one of the eight (8) categories stated above in Section 2. A and B.

Section 3. DIVERSITY. The Board shall be required to represent Escambia County by race, gender and geography.

Section 4 – STAGGERED BOARD - The Board shall consist of eleven (11) Directors elected in the manner herein specified. The initial terms shall be staggered with three (3) directors with a one (1) year term, four (4) directors with a two (2) year term and four (4) directors with a three (3) year term. The terms of the initial Board shall be determined by drawing terms out of a box at the Board's initial meeting. Thereafter each Director shall be elected for a three (3) year term.

Section 5 - ELECTION – A notification to the general Membership of open board positions and procedure for applying for said seats should occur no later than ninety (90) days before the start of the fiscal year (October 1<sup>st</sup>). The Members shall have until sixty (60) days from the start of the fiscal year to provide names for the available seats to the Nominating Committee. The Chairman shall appoint a Nominating Committee which shall review applications for Board consideration and submit final candidates for available seats to the Board no later than thirty (30) days before the end of the fiscal year. The Nominating Committee shall present its recommendations of Directors and officers to the Membership at its annual meeting at which time the Members shall elect the new Directors and officers. Voting shall be by those physically present at the meeting. Newly elected Directors term of service will begin on October 1<sup>st</sup> of each year.

Section 6. RE-ELECTION TO BOARD. A Director is eligible to serve for a three (3) year term, and must have spent one (1) year not serving on the Board between the terms before being re-elected.

Section 7. ATTENDANCE. Any Director who shall not have attended at ten (10) of the regular and special meetings of the Board of Directors per term year may be removed upon a majority vote of the other Directors; provided the Board has not excused the absences for cause.

Section 8. VACANCIES. In the event of death, resignation, retirement, removal or disqualification by virtue of a change in a Director's employment position during his or her term of office, a successor shall be elected by the Board to serve until the next general Membership meeting at which time the Members shall elect a Director to fill the remaining term. Any Director elected to represent one of the positions or industries who changes his or her position or industry from one of such designated areas for a continuous period of sixty (60) days shall be replaced by a Director appointed by the Board of Directors who is qualified by his or her position or industry to represent such designated seat on the Board.

Section 9. REMOVAL. Any Director elected by the Membership or appointed by the Board of Directors may be removed by the Board by a two-third (2/3rd) vote whenever in its judgment the best interests of the Corporation will be served thereby.

Section 10. COMPENSATION & COST. No member of the Board of Directors shall be compensated for his services as a Director of the Corporation; nevertheless, each Member of the Board of Directors shall be entitled to be reimbursed for the ordinary, reasonable and necessary costs and expenses incurred in rendering his services as a Director. The reimbursement to a Director shall be approved in writing by the Board Chairman and Treasurer stipulating the purpose for the expense and receipts must be provided for all expenses.

#### Section 11. BOARD MEETINGS/QUORUM

- A. Regular Meetings. Regular meetings of the Board of Directors shall be held no less frequently than twelve (12) times per fiscal year, at such times and places as determined by the Board.
- B. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chairman, the Vice Chairman in the absence of the Chairman, or any six (6) Directors.
- C. Notice of Meetings. Written notice stating the time and place of a regular Board meeting shall be given to each Director not less than seven (7) days before the date of the scheduled meeting. Written notice stating the time, place and purpose of a special meeting shall be given to each Director not less than four (4) days before the date of the scheduled meeting. Such notice shall be deemed to be made when deposited in the United States mail, addressed to the Director at its address as it appears on the records of the Corporation, with postage thereon prepaid, or when actually transmitted by electronic mail, if correctly directed to an electronic mail address at which the Director has consented to receive notice.
- D. Waiver of Notice. Any Director may waive notice of any meeting. The attendance by a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.
- E. Quorum. The number of Directors comprising a simple majority of the Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum is present when a vote is taken, the act of a majority of the Directors physically present at any meeting shall constitute the act of the Board.
- F. Notwithstanding anything contained herein to the contrary, all notices shall comply with Florida Sunshine laws, as applicable.

### ARTICLE VII BOARD OFFICERS

Section 1. COMPOSITION. The Officers of the Visit Pensacola Board of Directors shall consist of a Chairman of the Board, Vice Chairman, Treasurer, and Secretary.

Section 2. DUTIES OF OFFICERS. The duties of the officers shall be as such:



- A. **CHAIRMAN OF THE BOARD.** The Chairman of the Board shall be the Corporation's Chief Executive Officer and preside at all meetings of the membership and Board of Directors. With the authorization of the Board of Directors, he shall sign deeds, contracts and other instruments affecting the operation of or binding Visit Pensacola, and any other duties assigned by the Board as prescribed by the Visit Pensacola policies and procedures.
- B. **VICE CHAIRMAN.** The Vice Chairman, in the absence or disability of the Chairman of the Board, shall assume the duties of the Chairman of the Board, and any other duties assigned by the Chairman and/or the Board.
- C. **TREASURER.** The Treasurer shall work with the Visit Pensacola staff and accounting firm to prepare and present monthly financial reports, including revenue, expenses, variances, and disbursement, its annual tax return, its annual independent audit, any U.S. Treasury filings, and its annual budget, as well as review and recommend to the Chairman the Tourism Development Tax reimbursement requests, and any other duties assigned by the Chairman and/or the Board.
- D. **SECRETARY.** The Secretary shall take and prepare for distribution the minutes of each Membership and Board meeting, maintain corporate records, ensure that all appropriate local, state and federal reports are filed timely, and any other duties assigned by the Chairman and/or the Board.

**Section 3. ELECTION OF OFFICERS.** The Chairman of the Board, Vice Chairman, Treasurer, and Secretary shall be elected from the Membership annually as provided by the Nominating Committee and approved by an affirmative majority vote of the Members at the Corporation's annual meeting. The Vice Chairman shall be nominated to succeed to Chairman provided he has served previously as an officer. The Board may fill any Officer vacancy by an affirmative majority vote of the Board.

**Section 4. REMOVAL OF OFFICERS.** Any officer elected by the Members or appointed by the Board may be removed by the Board as an officer and Board Director by a two-third (2/3rd) vote whenever in its judgment the best interests of the Corporation will be served thereby.

## **Article VIII ADMINISTRATION**

### **PRESIDENT.**

- A. The Board shall employ a salaried President whose terms and conditions of employment and annual compensation shall be determined and set by the Board's Compensation Committee and be confirmed by the entire Board.
- B. The President shall serve as a staff member of the Board; and shall be responsible for the general management, supervision and control of the Corporation's business and operations, subject only to the direction, concurrence, or approval of the Chairman, with respect to implementation and administration of general matters that shall be consistent with Corporation's policy or Board direction. In addition to, and not in limitation of the general qualifications and duties of the President, he shall:
  - i. Be a member in good standing or apply to be a member in good standing of the Destination Marketing Association International (DMAI);
  - ii. Provide for the general management of the Corporation's office or offices;
  - iii. Implement and administer all policies and procedures established by the Board;
  - iv. Report on the activities of the Corporation to the Board;
  - v. Review staff performance and recommend the compensation of the staff to the Board's Compensation Committee;
  - vi. Supervise and maintain all financial, partnership and other records of the Corporation under the direction of these Bylaws or as may be prescribed by the Board;

- vii. Prepare and present periodic financial reports, budgets and annual reports in concurrence with the responsibilities of the Treasurer and as may be required by the Board;
- viii. Open and maintain separate bank accounts by source of funds so as to ensure that funds from different sources are not comingled. Interest paid on each source of funds shall remain in the account of that source of funds.
- ix. General supervision of all programs and activities of the Corporation;
- x. Authorize, as permitted by Board approved written policies and procedures, and monitor and implement written contracts with outside agencies including independent contractors, consultants and advisors;
- xi. Be the principal representative and chief spokesperson of the Corporation, except where the Board may determine that the Chairman shall be the spokesperson;
- xii. Attend all meetings of the Board and all Board Committees;
- xiii. Attend all Escambia County Board of County Commissioners meetings where tourism or other relevant topics are discussed;
- xiv. Attend all Escambia County Tourism Development Committee meetings;
- xv. Perform such other duties, as shall be prescribed by the Chairman, and/or Board;

C. The performance and compensation of the President shall be reviewed and evaluated by the Compensation Committee at least on an annual basis.

## **ARTICLE IX COMMITTEES**

Section 1. GENERAL. The Board of Directors shall authorize and define the powers and duties of all committees and task forces except as these powers and duties are defined in these bylaws. For the purposes of the bylaws, the term committee will apply to councils and task forces.

Section 2. APPOINTMENT. The Chairman of the Board, with the majority vote of the Board, shall appoint all committees, which shall operate under the Florida Sunshine and Public Records laws as applicable.

Section 3. AUTHORITY/FUNCTION. Committees shall only provide advice and recommendations to the Board. No committee shall take or make public any formal action, or make public any resolution, or in any way commit Visit Pensacola to any financial commitment, on a question of policy, or on matters of general public interest. Any findings, recommendations, or advice provided by a committee to the Board of Directors shall only be used by the Board to assist it in making a final decision with regard to a particular issue or matter investigated by the committee.

Section 4, ADMINISTRATIVE COMMITTEES. The Board of Directors shall authorize by a majority vote the formation of such administrative (standing or continuous) committees as it may deem necessary and shall define their duties.

Section 5. STANDING COMMITTEES. Visit Pensacola shall have the following standing committees as part of its ongoing mission and objectives:

- A. Nominating. The Nominating Committee shall recommend to the Board and general Membership persons to be considered for election to the Board and as officers of the Corporation. The immediate past Chairman of the Corporation shall serve as chairman of the Nominating Committee. The Nominating Committee shall nominate candidates for each Directorship vacant or soon to become vacant as well as nominate the Officers and notify the Membership of its choices not less than thirty (30) days before the Annual Meeting. The Nominating Committee shall select persons in good standing from the general Membership and that are representative of the community and the tourism industries. Additionally, the persons nominated shall reflect the ethnic, gender and geographic nature of Escambia County. The Nominating Committee shall include at least five (5) Directors selected by the Board and contain an odd number.

- B. Compensation. The Compensation Committee shall be responsible for overseeing the compensation and benefit programs for the Corporation's staff, reviewing industry and other relevant salary, benefits and other compensation data for that purpose, and making recommendations to the Board of Directors with respect to the annual reviews and compensation adjustments for the Corporation's staff. The Board Chairman shall serve as Chairman along with the Vice Chairman, Treasurer, and two (2) additional Directors selected by the Board of Directors shall serve as members of the Compensation Committee. The committee's recommendation shall be approved by an affirmative majority vote of the Board.
- C. Finance. The Finance Committee shall oversee the finances of the Corporation, review and approve the annual budget, ensure that proper financial controls are in place and oversee the work of the auditors of the Corporation's financial statements in its annual independent audit. The Board of Directors shall appoint a Chairman of the Finance Committee. The Treasurer of the Corporation shall serve as a member of the Finance Committee as well as a Member from any entity that is a member of the unified budget in addition to two additional Directors selected by the Board of Directors.

Each committee shall recommend to the Board of Directors policies and programs to be adopted by the Corporation.

## **ARTICLE X CORPORATE DUTIES**

Section 1. CONTRACT FOR SERVICES. Visit Pensacola may contract for services by a majority Board vote in accordance with Article XIV to carry out the duties designated by and at the direction of the Board.

Section 2. ERRORS AND OMISSIONS AND DIRECTORS AND OFFICERS INSURANCE. Visit Pensacola shall provide the Directors and Officers with directors and officers insurance (D&O) and errors and omission insurance (E&O) and E&O for the staff as well in an amount to be determined by an affirmative majority vote of the Board.

Section 3. OTHER INSURANCE. Visit Pensacola may by an affirmative majority vote secure any other insurance necessary for its successful operation and for the protection of its assets.

## **ARTICLE XI GENERAL COUNSEL**

Section 1. DEFINED. The Board by a majority vote may appoint an Attorney-at-Law who is not a member of the Board of Directors to serve as General Counsel of Visit Pensacola. Compensation shall be determined by a majority vote of the Board and made from Visit Pensacola funds.

Section 2. AUTHORITY. The General Counsel will provide the Board of Directors, and other Visit Pensacola committees with legal interpretation and advice.

## **ARTICLE XII PROFESSIONAL SERVICES**

Section 1. DEFINED. The Board by a majority vote may appoint an accountant or any other professional who is not a member of the Board of Directors to provide professional services to Visit Pensacola. Compensation shall be determined by a majority vote of the Board and made from Visit Pensacola funds.

Section 2. AUTHORITY. The professionals will provide the Board of Directors and other Visit Pensacola committees with accounting, the preparation of an annual independent audit and other professional services.

### **ARTICLE XIII DEBTS AND OBLIGATIONS**

CREATION OF. No debt or obligation whatsoever for the payment of money, or other things of value, shall be created or incurred by any Director, Officer, employee, or agent of this Corporation, or other person and no money shall be appropriated or paid out of Visit Pensacola funds, and no contract or other action whatsoever of any officer, employee, or agent of this Corporation, or other person, by the terms of the result of which any debt or obligation whatsoever is created or attempted to be created, shall be in any manner binding upon this Corporation unless the same be authorized by provision therefore in the budget ("Budget"), which is defined as the approved annual budget, as amended, of the Corporation or unless the same respectively be authorized or directed or ratified by the Board by an affirmative majority vote in regular meeting or special meeting called for that purpose. In accordance with these provisions, no funds of the Corporation shall be distributed except by check signed by the Chairman of the Board or by any two (2) of the other Directors of the Board in his absence. The Board by a majority vote may elect to have two (2) signatures on all checks above a certain amount.

### **ARTICLE XIV CONTRACT SERVICES**

CONTRACT FOR SERVICES. The Board may contract for specific services that will provide support to Visit Pensacola as confirmed by an affirmative majority Board vote. These service agreements would be prepared to cover procedures, administrative services, financial arrangements, and other matters deemed appropriate.

### **ARTICLE XV AMENDMENTS**

PROCEDURES. The Bylaws of the Visit Pensacola may be amended by a two third (2/3) vote of the eleven (11) Member Board of Directors at any regular or special meeting called for that purpose, following notification of the Membership of the changes to be made and a ten (10) day comment period prior to the meeting. The Articles of Incorporation of Visit Pensacola may be amended by a two third (2/3rd) vote of the eleven (11) Members at any regular or special meeting specifically called for that purpose, following notification to the Membership of the changes to be made and a ten (10) day comment period prior to the meeting.

### **ARTICLE XVI PARLIAMENTARY RULES**

Section 1. PROCEDURES. The procedures of all meetings of Visit Pensacola shall be governed by and conducted according to the latest edition of Robert's Manual of Parliamentary Rules or other procedures as agreed on by the Board.

### **ARTICLE XVII ENACTMENT**

PROCEDURES. These Bylaws become effective immediately upon their adoption by the initial Directors of Visit Pensacola by an affirmative majority vote.

### **ARTICLE XVIII GENDER**

PROCEDURES. All references in these Bylaws to the male gender apply to both males and females.

**ARTICLE XIX**  
**SEAL**

Section 1. SEAL. Visit Pensacola shall have a proper seal.

**ARTICLE XX**  
**DISSOLUTION**

DISSOLUTION. No Member, Director, officer, or agent of the Corporation shall possess any proprietary right or interest in the assets or property of the Corporation, and under no circumstances shall any assets, earnings, or other property to the Corporation be directly or indirectly distributed to or inure to the benefit of any Member or to any other person, partnership, corporation, association, organization, or business affiliated with a Member. Upon the dissolution of the Corporation, the public TDT liquid assets of the Corporation shall be distributed, in accordance with a plan of distribution adopted by the Board of Directors by an affirmative majority vote, exclusively to the Escambia County Tourist Development Council (TDC). All physical assets, including all intellectual property without limitation, shall be distributed, in accordance with a plan of distribution adopted by the Board of Directors by an affirmative majority vote, exclusively to the Escambia County Board of Commissioners. The private funds raised from such sources as Tourism Partner dues shall be returned pro rata to each Tourism partner. No part of the funds allocated to Visit Pensacola or the net earnings of the Corporation shall inure to the benefit of, or be distributable to its Members, Directors, Officers, or other private persons.



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

**AI-5411**

**Clerk & Comptroller's Report 12. 1.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 12/05/2013

**Issue:** Acceptance of Oath of Office for Health Facilities Authority Member

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

**Organization:** Clerk & Comptroller's Office

---

**Recommendation:**

Recommendation Concerning Acceptance of Oath of Office for Health Facilities Authority Member

That the Board accept, for filing with the Board's Minutes, the Oath of Office for Escambia County Health Facilities Authority Member Linda T. Miragliotta, for a term commencing October 3, 2013, to August 21, 2017, as provided by Paula G. Drummond, Executive Director, Health Facilities Authority, and received in the Clerk to the Board's Office on November 18, 2013.

---

**Attachments**

Miragliotta Oath of Office

---



## ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

*Capital Finance Solutions for Non-Profit Health Facilities*

November 18, 2013

Hon. Pam Childers  
Escambia County Clerk of Court  
Attn: Doris Harris  
Office of Clerk to the Board of County  
Commissioners  
221 S. Palafox Place, Suite 130  
Pensacola, FL 32502

Re: Oath of Office for Authority Board Member  
Linda T. Miragliotta

Dear Ms. Harris:

As required by Section 154.207(4), Fla. Stat., enclosed for filing is the Oath of Office for Ms. Linda Miragliotta who was appointed to the Board of the Health Facilities Authority by the Escambia County Commission on October 3, 2013. Ms. Miragliotta is taking the seat formerly held by H. Christopher Brooks, Sr. whose term expired August 21, 2013.

Thank you for your assistance.

Sincerely yours,

Paula G. Drummond  
Executive Director

PGD:dl

PAM CHILDERS  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL  
2013 NOV 18 P 4:23  
CLERK OF THE BOARD OF  
COUNTY COMMISSIONERS



**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY**

1019 N. 12<sup>th</sup> Avenue • Pensacola, FL 32501

Mailing Address:  
P.O. Box 2667  
Pensacola, FL 32513-2667

(850) 432-7555  
(850) 433-8845 fax

**OATH OF OFFICE**

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

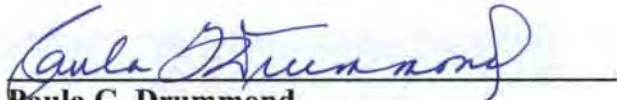
**I DO SOLEMNLY SWEAR** that I will support, protect and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and that I will faithfully perform the duties of Member of the Escambia County Health Facilities Authority on which I am now about to enter, so help me God.

  
Linda T. Miragliotta

The foregoing was acknowledged before me on this 18<sup>th</sup> day of November, 2013 by Linda T. Miragliotta who is personally known to me and who did take an oath.



PAULA G. DRUMMOND  
MY COMMISSION # FF 014871  
EXPIRES: September 6, 2017  
Bonded Thru Budget Notary Services

  
Paula G. Drummond  
My Commission Expires: 9/06/2017

\* \* \* \*

Florida Department of State  
Division of Elections  
Tallahassee, FL

Hon. Pam Childers  
Clerk of Court for Escambia County, FL  
Pensacola, FL

By my signature affixed hereto on this 18<sup>th</sup> day of November 2013, I accept this office of Member of the Escambia County Health Facilities Authority for a term commencing October 3, 2013 to August 21, 2017. The above is the oath taken by me.

  
Linda T. Miragliotta  
1714 East Lakeview Avenue  
Pensacola, FL 32503




## RESUME OF THE REGULAR BCC MEETING – Continued

### COUNTY ADMINISTRATOR'S REPORT – George Touart, Interim County Administrator

#### I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1. Recommendation: That the Board accept, for filing with the Board's Minutes, the *Florida Forest Service Annual Report to the Escambia County Board of Commissioners* for Fiscal Year 2012-2013, submitted by Adam Parden, Forest Area Supervisor, Division of Forestry.

**Approved 5-0**

- 
2. Recommendation: That the Board amend the Board's action of October 3, 2013, approving the appointment of Linda T. Miragliotta to the Escambia County Health Facilities Authority, effective October 3, 2013, through October 2, 2017, to change the termination date to August 21, 2017, to coincide with the termination date of the term of Heber Christopher Brooks, Sr., per the request of Paula Drummond, Executive Director and General Counsel of the Escambia County Health Facilities Authority.

**Approved 5-0**

3. Recommendation: That the Board ratify the October 17, 2013, action of the Community Redevelopment Agency (CRA) designating Commissioner Lumon J. May to serve as Chairman and Commissioner Gene M. Valentino to serve as Vice Chairman of the CRA; the terms will begin upon ratification and coincide with the appointments of the Chairman and Vice Chairman of the Board of County Commissioners.

**Approved 5-0**

4. Recommendation: That the Board authorize the scheduling of a Public Hearing on November 21, 2013, at 5:31 p.m., to consider adoption of an Ordinance adopting the Florida Department of Environmental Protection's Model Ordinance for Florida-Friendly Use of Fertilizer on Urban Landscapes.

**Approved 5-0**



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

**AI-5407**

**Clerk & Comptroller's Report 12. 2.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 12/05/2013

**Issue:** Minutes and Reports

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

**Organization:** Clerk & Comptroller's Office

---

**Recommendation:**

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

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

- A. Approve the Minutes of the Regular Board Meeting held November 21, 2013;
- B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held November 21, 2013; and
- C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop (C/W) held November 19, 2013 **(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)**.

---

**Attachments**

**November 21, 2013, Agenda Work Session Report**

---

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION  
HELD NOVEMBER 21, 2013  
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:02 a.m. – 10:10 a.m.)

Present: Commissioner Gene M. Valentino, Chairman, District 2  
Commissioner Lumon J. May, Vice Chairman, District 3  
Commissioner Steven L. Barry, District 5  
Commissioner Wilson B. Robertson, District 1  
Commissioner Grover C. Robinson IV, District 4  
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller  
George Touart, Interim County Administrator  
Charles V. Peppler, Deputy 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., November 21, 2013, Regular Board Meeting, was reviewed as follows:
  - A. Judy H. Witterstaeter, Deputy County Attorney Peppler, Sandra Sam" Slay, and Amy Lovoy reviewed the agenda cover sheet;
  - B. The Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;
  - C. Horace Jones reviewed the Growth Management Report;
  - D. Interim County Administrator Touart, Judy H. Witterstaeter, reviewed the County Administrator's Report, and the Honorable Chris Jones, Property Appraiser, commented concerning Item I-8; and
  - E. Deputy County Attorney Peppler reviewed the County Attorney's Report, and the Honorable Pam Childers, Clerk of the Circuit Court and comptroller, commented concerning Item I-5.
2. FOR INFORMATION: Jena Melancon introduced a group of young men and women from Bolivia and Peru, one of whom commented; Commissioner Barry provided copies of two solicitations that outline the specifications, the 60- to 90-day notice that it was posted to the website, with an ending date, and includes the contract or piggyback price at the bottom of the page; and Interim County Administrator Touart, Deputy County Attorney Peppler, and Patrick T. "Pat" Johnson commented concerning legislative issues, including the collection/disposal of solid waste.

NAME

DEPARTMENT/AGENCY

1	Charlie Seppeler	Deputy County Attorney
2	Wilson Robertson	BCC
3	Alton	BCC
4	Sam Childers	BCC
5	Lamon MAY	BCC
6	Glenn A. Vallentyne	BCC
7	Grady H. Witterstauber	CAD
8	George Jordan	CA
9	Pam Childers	Clerk
10	Doris Harris	Clerk to the Board
11	Alton	General Counsel, Clerk of Court
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		



NAME

DEPARTMENT/AGENCY

1	Ken Vierling	ECAT / EAST TRANSYT
2	Diane Hall	ECAT / FT
3	Herald Humphrey	ECAT
4	Tom Allen	Extension
5	Juan Ramos	Dev Svcs.
6	Cyretta Green	BCC 3
7	Rawn Jochke	BCC Dist 5
8	Becky Aylton	BCC D4
9	Dean Kaschner	BCC-2
10	Keith Wilkins	C + E
11	Kerra Smith	CAT
12	Randy Weyman	NEFI
13	Tom Turner	BCC-HA
14	Sandra Slay	ENV. Enf.
15	Joselyn Casey	SELF
16	Denise Simpson	CAT
17	<del>Donna</del>	
18	Cory Brown	TRAFFIC
19	MT J.	DXM
20	Matt Mooneyham	PW
21	TERRY GRAY	Fleet
22	John J. Cook	PUBLIC Safety
23	Deleene Howell	Library
24	Cynthia Wolfe	Library
25	Ang Doroy	MBS
26	Edie	Escambia County Reg. App.
27	David D. Dwyer	Saltmarsh
28	Michael Rhoads	Parks & Rec
29	Don Huston	Escambia County Traffic
30	Paula Whitman	Whitman & Whitman

AGENDA WORK SESSION: NOVEMBER 21, 2013

NAME

DEPARTMENT/AGENCY

1	Jenna Meleciano	GCDC
2	Karen Myers	Fac Mgmt
3	Ryan Ross	LEGAL
4	Donald Mayo	BID
5	Joy Black	12 Weeks
6	Marilyn Wesley	DCA
7	Clara Simon	Puch
8	Ron Ellington	<del>Infrastructure</del>
9	<del>Jordan</del>	<del>down</del>
10	Todd Johns	Attn 1
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		



Board of County Commissioners • Escambia County, Florida

Claudia Simmons, CPPO, Manager  
Office of Purchasing

The Facilities Division of Escambia County, Florida desires to purchase:

Quantity: Two (2) ea.

**Base Description:**

**Year:** 2014 - 0 mileage

**Model:** Ford Super Duty F-250 2wd Super Cab Truck, Wheel Base 158" XL series, Model Code X2A,

**Color:** White

**Equipment:** To be equipped with manufactures' listed standard equipment

**Warranty:** Manufacturers' listed standard equipment warranty

**Options required:**

**Manufacturer Options:**

- 3.73 Limited Slip Rear End
- H/D Suspension Package
- Trailer Brake Controller

**Aftermarket Options:**

- Knapheide service body model 696J, white (in lieu of standard body)
- Ladder Rack, Kargo Master Heavy Duty PRO II Steel Service Body, white
- H/D Trailer Receiver Hitch w/drawbar

**Delivery required (from order date):**

60 – 90 days

**Maximum Budgeted Purchase Amount:**

\$27,579.30 ea



**Specification Number VE13-14.001 - Facilities Department Vehicle Purchase #1  
Ford Super Duty F250 2WD Super Cab Truck**

Posting Date	Monday, October 28, 2013
Due Date for Offers	Wednesday, November 27, 2013
Depart. Contact	David Wheeler-Director Facilities Management
Fleet Maint.	Terry Gray – Fleet Maintenance

VE13-14.001 Facilities Management Department Vehicle Purchase - #1 –Ford Super Duty F250 2WD Super Cab Truck

Offers for the sale of vehicles meeting the specifications for VE13-14.001 Facilities Management Department Vehicle Purchase #1 as listed will be accepted until **5:00 pm on , Wednesday, November 27, 2013**. Offers exceeding the maximum budgeted purchase price listed will not be accepted.

**Instructions to Offerors**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing, 2nd floor, Room 11.101,  
Matt Langley Bell, III Bldg.,  
213 Palafox Place, Pensacola, Florida 32502

**And clearly marked with the Specification Number VE13-14.001 Facilities Maintenance Department Vehicle Purchase #1 and the name of the offerer.**

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.





Board of County Commissioners • Escambia County, Florida

Claudia Simmons, CPPO, Manager  
Office of Purchasing

The Solid Waste Division of Escambia County, Florida desires to purchase:

Quantity: One (1) ea.

**Base Description:**

**Year:** 2014 - 0 mileage

**Model:** Cat CT660S SBA 6x4 (CF7AA)

**Color:** White

**Equipment:** To be equipped with CT660S Tractor, Wet Kit for Walking Floor Trailer, Vision Link/Product Link three year subscription

**Warranty:** Manufacturers' listed standard equipment warranty

**Model Profile – See attached**

**Vehicle Specifications and Manufacturer's Options – See Attached**

**Delivery required (from order date):**

60 – 90 days

**Maximum Budgeted Purchase Amount:**

\$128,304.00

**Specification Number VE13-14.002 – Solid Waste Department Vehicle Purchase #1  
CAT 2014 CT660S SBA 6x4 (CF7AA)**

Posting Date	Wednesday, November 13, 2013
Due Date for Offers	Friday, December 13, 2013
Depart. Contact	Pat Johnson, Director Solid Waste
Fleet Maint.	Dennis Rigby – Fleet Maintenance

**VE13-14.002 Solid Waste Department Vehicle Purchase - #1 –CAT CT660S SBA (CF7AA)**

Offers for the sale of vehicles meeting the specifications for VE13-14.002 Solid Waste Department Vehicle Purchase #1 as listed will be accepted until **5:00 pm on Friday, December 13, 2013**. Offers exceeding the maximum budgeted purchase price listed will not be accepted.

**Instructions to Offerors**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing, 2nd floor, Room 11.101,

Matt Langley Bell, III Bldg.,

213 Palafox Place, Pensacola, Florida 32502

**And clearly marked with the Specification Number VE13-14.002 Solid Waste Department Vehicle Purchase #1 and the name of the offerer.**

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-5306**

**Growth Management Report 12. 1.**

#### **BCC Regular Meeting**

**Meeting Date:** 12/05/2013

**Issue:** Review of Rezoning Case Heard by the Planning Board on November 4, 2013

**From:** Horace Jones, Interim Department Director

**Organization:** Development Services

---

#### **RECOMMENDATION:**

Review of the Rezoning Case Heard by the Planning Board on November 4, 2013

That the Board take the following action concerning the Rezoning Case heard by the Planning Board on November 4, 2013. Proper notices were sent and the meetings were properly advertised and thus complying with all the required procedures.

- A. Ratify the scheduling and advertising the 5:45 p.m Public Hearing on December 5, 2013; and
- B. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2013-20 or remand the case back to the Planning Board; and
- C. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the Rezoning Case that was reviewed.

#### **1. Case No.: Z-2013-20**

Address: 12511 Lillian Hwy

Property Reference No.: 02-2S-32-6000-005-002

No.:

Property Size: 3.26 acres

From: R-4, Multiple-Family District, (cumulative) Medium High Density (18 du/acre)

To: R-6, Neighborhood Commercial and Residential District, (cumulative) High Density (25 du/acre)

FLU Category: MU-S, Mixed-Use Suburban

Commissioner District: 1

Requested by: Bobby Gene and Sally Lynn Reynolds

Planning Board Recommendation: Denial

Speakers:

Bobby Gene Reynolds, Kara Oshana, Debra Warren, Betty, Catchot, Barbara Lenn, Lester Senft, Dorothy Oshana, James Degruccio, Tanya Degruccio

#### **BACKGROUND:**

The above case was owner initiated and heard at the November 4, 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 case. 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-2013-20

---

**Z-2013-20**

<p style="text-align: right;">9</p> <p>1 MR. TATE: The rezoning hearing package  2 with staff's Findings-of-Fact and the legal  3 advertisement will be marked and included in  4 the record as Composite Exhibit A for all of  5 today's cases.  6 (Composite Exhibit A, Rezoning Hearing  7 Package and Legal Advertisement, was  8 identified and admitted.)  9 (The transcript continues on Page 10.)  10 * * *  11  12  13  14  15  16  17  18  19  20  21  22  23  24  25 TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">11</p> <p>1 MS. ORAM: No to all.  2 MS. HIGHTOWER: No to all other than the  3 time it was here before.  4 MR. GOODLOE: No ex parte, but I have  5 visited the site.  6 MR. WOODWARD: No to all.  7 MR. TATE: I have had no communication  8 with anybody, but I'm very familiar with the  9 site. And also as a result of my employer's  10 property adjacent to this or across the street  11 from it, I will have to recuse myself from  12 this hearing.  13 MS. DAVIS: No to all the above.  14 MR. WINGATE: I have visited the site but  15 no communications.  16 MS. SINDEL: No to all.  17 MR. TATE: Staff will now present the maps  18 and photographs for this case.  19 (Presentation of maps and photographs.)  20 MS. CAIN: This is Z-2013-20. This is the  21 location map showing the location of the  22 subject property. This is our 500-foot zoning  23 map showing that it's currently R-4 and the  24 surrounding of R-4, across the street R-2.  25 This is the Future Land Use Map showing Mixed  TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p style="text-align: right;">10</p> <p>1 * * *  2 <u>CASE NO: Z-2013-20</u>  3 Applicant: Bobby and Sally Reynolds, Owners  4 Address: 12511 Lillian Highway  5 From: R-4, Multiple-Family District,  6 (cumulative) Medium High Density (18  du/acre)  7 To: R-6, Neighborhood Commercial and  8 Residential District, (cumulative)  High Density (10 du/acre)  9 MR. TATE: There are two (sic) cases to be  10 heard today. The first case is Case Number  11 Z-2013-20, which requests rezoning of 12511  12 Lillian Highway from Multifamily R-4 to  13 Neighborhood and Commercial R-6, as requested  14 by Mr. and Mrs. Reynolds, the owners.  15 Members of the Board, have there been any  16 ex parte communications between you and the  17 applicant, the applicant's agent, attorney or  18 witnesses, with fellow Planning Board members  19 or anyone from the general public prior to  20 this hearing? Have you visited the subject  21 property? Please also disclose if you are a  22 relative or business associate of the  23 applicant or the applicant's agent. We'll go  24 ahead and start with Ms. Oram and work our way  25 this way.  TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">12</p> <p>1 Use Suburban. This is the existing land use  2 map showing the existing uses around the  3 parcel.  4 This is an aerial photo. This is our sign  5 posting. This is looking east along Lillian  6 Highway at the subject property. Looking  7 north along Bronson. This is looking  8 northeast. Looking south along Bronson. This  9 is looking southeast. This is looking  10 southwest. This is looking west along Lillian  11 Highway. This is our 500-foot radius map from  12 Chris Jones, Property Appraiser. This is our  13 500-foot mailing list. That concludes the  14 maps and photographs.  15 MR. TATE: Thank you. If you have  16 electronic devices, would you please put those  17 to silent at this time.  18 Would the applicant or their  19 representative please come forward?  20 Mr. Reynolds, we're going to swear you in  21 at this time.  22 (Bobby Reynolds sworn.)  23 MR. TATE: Please state your full name and  24 address for the record.  25 MR. REYNOLDS: My name is Bobby Gene  TAYLOR REPORTING SERVICES, INCORPORATED</p>

<p style="text-align: right;">13</p> <p>1 Reynolds, Senior. My address is 12511 Lillian 2 Highway, Pensacola, Florida, 32506. 3 MR. TATE: Have you received a copy of the 4 rezoning hearing package with staff's 5 Findings-of-Fact? 6 MR. REYNOLDS: Yes, I have. 7 MR. TATE: Do you understand that you have 8 the burden of providing by substantial 9 competent evidence that the proposed rezoning 10 is consistent with the Comprehensive Plan, 11 furthers the goals, objectives and policies of 12 the Comprehensive Plan and is not in conflict 13 with any portion of the County's Land 14 Development Code? 15 MR. REYNOLDS: As far as I know. 16 MR. TATE: Please proceed. 17 MS. CAIN: Excuse me, Mr. Chairman, if I 18 may, I did get a letter from the Reynolds 19 after the packet had already been posted to 20 the Website. I think this is where they 21 probably tried to address the criteria, so if 22 you would accept this into evidence. 23 MR. TATE: Mr. Reynolds, do you have a 24 copy of your letter with you? 25 MR. REYNOLDS: Yes, I do. TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">15</p> <p>1 office. On the west side of Bronson Field 2 there is a large parcel of property that we 3 have been told that is owned by Pensacola 4 Christian College. We don't know that for 5 ourselves, but maybe could be built a second 6 college. 7 We're asking would you please pass the 8 process for usage of our property to R-6 as we 9 feel that we meet all of the rezoning 10 criteria. 11 Thank you for your time and consideration. 12 MR. TATE: Please note that Mr. Reynolds 13 did read this into the record in its entirety 14 and we will accept it. 15 MR. WOODWARD: Exhibit B. 16 (Exhibit B, Letter from Mr. Reynolds, was 17 identified and admitted.) 18 MS. DAVIS: Mr. Chair, I would like to 19 certify a copy of that. 20 MR. REYNOLDS: There's a copy. 21 MR. TATE: Hand them to Allyson. 22 MR. WOODWARD: Mr. Chairman, what is the 23 posture of the Board on this? 24 MR. TATE: Of the letter? 25 MR. WOODWARD: No, on this application. TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p style="text-align: right;">14</p> <p>1 MR. TATE: Could you read it in its 2 entirety to the Board and we'll accept it in 3 as your testimony? 4 MR. REYNOLDS: The overall purpose of this 5 letter is to use our property as R-6. We did 6 try to rezone our property to C-1, however, it 7 was voted down due to the fact that the 8 neighbors did not want our property rezoned 9 from R-4 to C-1. The intent of this request 10 now is to upgrade our property from R-4 to 11 R-6. As you are aware the area has grown on 12 the south side of Lillian Highway. My wife, 13 Sally Reynolds, has lived on the property 14 since 1955. We have together owned this 15 property, when we purchased the home and 16 property, since 1968. 17 We have seen many changes in land 18 development such as two blocks from us there 19 is a liquor store, a bar, a grocery store, 20 fast food restaurant, Hardee's, Tom Thumb 21 Store, gas stations, et cetera, et cetera. 22 Around the corner from us is the Southwest 23 Sports Complex, which includes many sports, 24 baseball, football and many other sports. 25 Next door to us is a building contractor's TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">16</p> <p>1 MR. TATE: I think we're not far enough 2 into that to really get there. 3 Mr. Reynolds, do you have anything else 4 you wish to state to the Board? 5 MR. REYNOLDS: Not at this time. I'll 6 answer questions. 7 MR. TATE: What we'll do is we'll go ahead 8 and have staff's presentation at this time. 9 (Presentation by Andrew Holmer, previously 10 sworn.) 11 MR. HOLMER: I'll go ahead and take care 12 of that. I'm Andrew Holmer, Senior Planner. 13 Rezoning Z-2013-20, 12511 Lillian Highway. 14 Regarding the first criterion, consistency 15 with the Comprehensive Plan, the proposed 16 amendment to R-6 is consistent with the intent 17 and purpose of Future Land Use Category Mixed 18 Use Suburban as stated in Comp Plan Policy FLU 19 1.3.1. This FLU category allows for a mix of 20 residential and nonresidential uses such as 21 retail services and professional offices while 22 promoting infill development. 23 The proposed amendment will utilize the 24 existing roads and infrastructure as stated in 25 Comp Plan Policy FLU 1.5.3. TAYLOR REPORTING SERVICES, INCORPORATED</p>

<p style="text-align: right;">17</p> <p>1 Criterion (2), consistency with the Land  2 Development Code. Whether the proposed  3 amendment is in conflict with any portion of  4 the code and is consistent with the stated  5 purpose and intent of the code. This is once  6 again going to R-6.  7 The proposed amendment is not consistent  8 with the intent and purpose of the Land  9 Development Code as stated in LDC 6.05.14.  10 The proposed zoning change would result in  11 spot zoning as defined in LDC Article 3.  12 Spot zoning: The rezoning of a lot or  13 parcel of land that would create an isolated  14 zoning district that may be incompatible with  15 the adjacent and nearby zoning districts and  16 uses or as spot zoning as otherwise defined by  17 Florida law.  18 While this rezoning would create a  19 somewhat isolated R-6 district, there are  20 similar mixes of zonings along Lillian Highway  21 and Dog Track Road to the Lillian bridge.  22 These nodes of R-6 provide mixed use zoning  23 compatible with the existing land uses.  24 In addition, this parcel is located along  25 an arterial roadway within one-quarter mile of  TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">19</p> <p>1 adverse impact on the natural environment.  2 Criterion (6), development patterns. The  3 proposed amendment would result in a logical  4 and orderly development pattern. The proposed  5 rezoning from R-4 to R-6 would not be out of  6 character given the six other nodes of R-6  7 zoning along Lillian Highway from Dog Track  8 Road to the Lillian bridge.  9 That concludes staff's findings.  10 MR. TATE: Mr. Reynolds, do you have  11 anything that you would like to address  12 specifically to staff in regard to those  13 findings?  14 MR. REYNOLDS: No, sir.  15 MR. TATE: Thank you. At this point then  16 we'll move to public comment on this  17 particular rezoning. I know that several of  18 you have signed up, have indicated that you're  19 either for or against this rezoning case.  20 Please understand that your verbal testimony  21 today is necessary if you want to be heard at  22 the Board of County Commission meeting, not  23 just filling this form out and stating your  24 opinion.  25 Also, when you give testimony today we  TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p style="text-align: right;">18</p> <p>1 a collector/arterial intersection and does  2 meet the locational criteria.  3 Criterion (3), compatibility with  4 surrounding uses. The proposed amendment to  5 R-6 would be compatible with the surrounding  6 and existing uses in the area. Within the  7 500-foot radius impact area, staff observed  8 properties with zoning districts R-2 and R-4.  9 In the area staff noted 24 single-family  10 residences, nine vacant parcels, one vacant  11 office and three mobile homes. The mixed  12 residential and neighborhood commercial uses  13 allowed by the proposed R-6 zoning would be  14 compatible with the surrounding residential  15 zonings and uses.  16 Criterion (4), changed conditions. Staff  17 found no changed conditions that would impact  18 the amendment or property.  19 Criterion (5), effect on the natural  20 environment. According to the National  21 Wetland Inventory, wetlands and hydric soils  22 were not indicated on the subject property.  23 When applicable further review during the site  24 plan review process will be necessary to  25 determine if there would be any significant  TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">20</p> <p>1 would ask that you would restrict your  2 testimony to either support in favor of or  3 against this rezoning by utilizing the six  4 criteria that we'll put up on the board for  5 you at this time. So you may not like this,  6 you may be in favor of it or whatever the case  7 may be, but bring your points, your thoughts  8 to one of these six criteria as you consider  9 what to say.  10 Also, we will be using the clock this  11 morning, three minutes on the clock to speak,  12 so please respect the clock. When the clock  13 goes your time is over.  14 These are in no particular order. We'll  15 call you forward and ask that you state your  16 name and address for the record and be sworn  17 in and then you may give us your testimony.  18 Kara George Oshana.  19 UNIDENTIFIED SPEAKER: I would like to  20 speak after Ms. Warren.  21 MR. TATE: When that individual speaks,  22 just wave at me. Is that you asking to wait?  23 UNIDENTIFIED SPEAKER: Yes.  24 MR. TATE: Debra Warren. We'll just swap  25 them then.  TAYLOR REPORTING SERVICES, INCORPORATED</p>



<p style="text-align: right;">21</p> <p>1 (Debra J. Warren sworn.)  2 MR. TATE: Can you please state your full  3 name and address for the record?  4 MS. WARREN: Debra J. Warren, 12520  5 Lillian Highway. I have a statement I want to  6 read. It will get to Criterion Number (5), if  7 you will be patient with me as I go through  8 this.  9 My family originally moved onto Lillian  10 Highway in 1968 for the peace and quiet and I  11 moved back to this address three years ago.  12 Although we can't do anything about the area's  13 progress, we do want the -- we do not want the  14 development right directly in front of our  15 home. Just because our homes are located on a  16 highway does not make them any less of a  17 neighborhood.  18 In all of these 45 years personally I'm  19 aware of only two mobile homes that have ever  20 been on this property at any given time. I  21 also know for a fact in the past 15 years  22 there have been no mobile homes at this  23 proposed location. Further more, ECUA does  24 not provide sewer service in this area, so all  25 homes there have septic tanks, including the  TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">23</p> <p>1 submitting, which was not submitted at the  2 last meeting, shows a campaign sign for Wilson  3 Robertson that the Reynolds had on their  4 property during his last election. This  5 picture reflects that there is a conflict of  6 interest with Mr. Robertson in this particular  7 rezoning request and he should excuse himself  8 from any other proceedings regarding this  9 request.  10 The Reynolds have further stated that they  11 have no plans to leave their home and want  12 this rezoning in order to supplement their  13 income, but yet they have had this property up  14 for sale for over three years now. People who  15 plan to stay put don't put their property up  16 for sale just to see what might happen.  17 I feel that this rezoning request is just  18 a ploy to help broaden their prospects in  19 order to get their property sold quicker while  20 leaving the neighbors in this area holding the  21 bag. The neighborhood shouldn't have to pay  22 the price because the Reynolds have priced  23 themselves out of the market and now they need  24 to find a way to open up bigger pockets  25 because they want to make a much bigger  TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p style="text-align: right;">22</p> <p>1 Reynolds' property. The two tanks -- and  2 there's only two tanks at this property -- are  3 supplied for the usage, since we've been there  4 have not been used in several years. If the  5 Reynolds' intention, which they had mention at  6 the last meeting they want four mobile homes  7 on this property, code will require them to  8 have two more septic tanks installed.  9 The Reynolds' contention is they need  10 these rentals to supplement their income and  11 that's why the fee has been waived twice in  12 this process. How are they going to afford to  13 bring the property above flood level, which I  14 have pictures to prove that it does flood  15 under certain conditions, have two existing  16 septic tanks inspected, as well as any  17 upgrading that might be required due to their  18 age, have two more septic tanks installed,  19 which will run approximately \$3,500 each, and  20 have proper hurricane strappings installed for  21 each trailer.  22 I am resupplying these pictures if someone  23 wants these pictures to show that the property  24 does flood under certain conditions, if  25 they're right. One of these pictures I'm  TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">24</p> <p>1 profit.  2 In conclusion I once again beg this Board  3 to deny the request for this rezoning and  4 thank you for your time.  5 MR. TATE: Thank you. If you will give  6 your pictures to the staff. We'll want to get  7 pictures circulated before we move away.  8 Ms. Warren, could you please stand by the  9 microphone in case we have any questions about  10 the pictures?  11 MS. WARREN: Yes, sir.  12 MR. TATE: Although a lot of these have  13 been previously submitted, we handle today  14 like today's a brand new case.  15 MS. WARREN: That's why I want to provide  16 them again, yes, sir.  17 MR. TATE: Are there multiple copies or is  18 this a single copy?  19 MS. WARREN: It should be multiple copies.  20 There should be one for every member, from  21 what I understand.  22 MR. WOODWARD: Mr. Chairman, may I  23 inquire?  24 MR. TATE: Go ahead.  25 MR. WOODWARD: Ma'am, when did you take  TAYLOR REPORTING SERVICES, INCORPORATED</p>

<p style="text-align: right;">25</p> <p>1 these -- did you take these pictures?</p> <p>2 MS. WARREN: I took them personally.</p> <p>3 MR. WOODWARD: When did you take them?</p> <p>4 MS. WARREN: That was approximately three</p> <p>5 years ago.</p> <p>6 MR. WOODWARD: Three years ago?</p> <p>7 MS. WARREN: Yes, sir.</p> <p>8 MR. WOODWARD: Do they accurately and</p> <p>9 fairly represent the condition of the property</p> <p>10 at that time?</p> <p>11 MS. WARREN: Yes, they do. As I said,</p> <p>12 under certain conditions --</p> <p>13 MR. WOODWARD: Let me ask these questions</p> <p>14 and then we'll ask a couple more. So these</p> <p>15 were done three years ago, they accurately</p> <p>16 represent the situation at that time?</p> <p>17 MS. WARREN: Yes.</p> <p>18 MR. WOODWARD: Did you print these</p> <p>19 yourself or did you have them processed at a</p> <p>20 third party place?</p> <p>21 MS. WARREN: A neighbor printed those out</p> <p>22 off of a disk I had.</p> <p>23 MR. WOODWARD: You took them with a</p> <p>24 digital camera?</p> <p>25 MS. WARREN: One of those disposable.</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">27</p> <p>1 MR. TATE: All those in favor signify by</p> <p>2 raising your right hand.</p> <p>3 (Board members vote.)</p> <p>4 MR. TATE: Thank you. The motion passes.</p> <p>5 (Motion passes unanimously.)</p> <p>6 MR. TATE: Do any other staff members have</p> <p>7 any questions about the pictures?</p> <p>8 We'll go ahead and mark these as Composite</p> <p>9 Exhibit C for today's meeting.</p> <p>10 (Composite Exhibit C, Photographs</p> <p>11 presented by Ms. Warren, was identified and</p> <p>12 admitted.)</p> <p>13 MR. TATE: Ms. Warren, thank you for your</p> <p>14 time.</p> <p>15 MS. WARREN: Thank you.</p> <p>16 MR. TATE: Please state your name and</p> <p>17 address for the record.</p> <p>18 MR. OSHANA: My name is Kara George</p> <p>19 Oshana. I live at 12850 Lillian Highway.</p> <p>20 (Kara George Oshana sworn.)</p> <p>21 MR. OSHANA: Ms. Warren just spoke and</p> <p>22 will not be able to attend the commissioners'</p> <p>23 meeting and I was wondering if I could read</p> <p>24 her statement so that I could reread the</p> <p>25 statement before the commission board?</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p style="text-align: right;">26</p> <p>1 MR. WOODWARD: Okay. Good. With</p> <p>2 reference to this picture that's on the side</p> <p>3 by itself, which you call enclosure one, shows</p> <p>4 the standing water, when did that occur?</p> <p>5 MS. WARREN: Those were all taken the same</p> <p>6 day.</p> <p>7 MR. WOODWARD: The same time. And that</p> <p>8 was about three years ago?</p> <p>9 MS. WARREN: Yes.</p> <p>10 MR. WOODWARD: Was this under the</p> <p>11 condition of a tropical disturbance?</p> <p>12 MS. WARREN: No, sir.</p> <p>13 MR. WOODWARD: Just a regular rainstorm?</p> <p>14 MS. WARREN: That happened within two</p> <p>15 hours of a rain.</p> <p>16 MR. WOODWARD: Stay close in case someone</p> <p>17 else has some.</p> <p>18 MR. TATE: Could you pass the pictures</p> <p>19 back this way?</p> <p>20 Board members, please accept a motion</p> <p>21 whether or not to accept these into evidence.</p> <p>22 MS. SINDEL: So moved.</p> <p>23 MR. TATE: We have a motion. Do we have a</p> <p>24 second?</p> <p>25 MS. DAVIS: Second.</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">28</p> <p>1 MR. TATE: Mr. West, it's not his comments</p> <p>2 at this point. They are at that point part of</p> <p>3 the record already.</p> <p>4 MR. WEST: I'm sorry. Would you repeat</p> <p>5 that?</p> <p>6 MR. TATE: Ms. Warren cannot be at the</p> <p>7 Board of County Commission meeting so he has</p> <p>8 asked if he can read her comments again so</p> <p>9 that he can comment on them at the Board of</p> <p>10 County Commission meeting.</p> <p>11 MR. WEST: I mean, he can testify on his</p> <p>12 own. If he's trying to read somebody's</p> <p>13 statement, the problem with that is it can't</p> <p>14 be cross-examined here or anywhere else. It's</p> <p>15 really not an appropriate way to introduce</p> <p>16 information to the Board.</p> <p>17 MS. DAVIS: But it will still be in the</p> <p>18 record; is that right?</p> <p>19 MR. TATE: It is in the record now as</p> <p>20 Ms. Warren's personal statement.</p> <p>21 MS. DAVIS: Mr. Chairman, I object based</p> <p>22 on the representation the witness has made and</p> <p>23 that is so that it can be in the record and he</p> <p>24 can answer the Board's questions. That's the</p> <p>25 whole reason the evidence rule is the way the</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p>

<p style="text-align: right;">29</p> <p>1 evidence rule is. It violates Rule 83. It's  2 not an exception to the hearsay rule under any  3 circumstances.  4 MR. OSHANA: So this means that --  5 MR. TATE: Your testimony has to stand on  6 its own as just your testimony.  7 MR. OSHANA: All right. Well, I'll just  8 present what I have. I noticed that during  9 the last county election Mr. Reynolds had a  10 large campaign placard endorsing Commissioner  11 Wilson Robertson on his property facing the  12 highway. I'm unaware of any conflict of  13 interest at this time. However, I would  14 request that Commissioner Wilson Robertson  15 recuse himself from this rezoning request.  16 Thank you.  17 MR. TATE: Thank you.  18 Barbara Lenn.  19 UNIDENTIFIED SPEAKER: Mr. Chairperson, I  20 have a request as an old Vietnam Marine and my  21 hearing is bad I wish the volume of the  22 speakers is as good as you gentlemen. Is  23 there any way?  24 MR. TATE: We'll try another microphone.  25 MS. DAVIS: Can you hear us?  TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">31</p> <p>1 at an inflated price and at the same time  2 they're planning to live there forever. It  3 was very devious to present untruths to a  4 governmental agency in order to benefit  5 themselves.  6 I'm also curious as to why there was a fee  7 waiver request form signed by all parties on  8 this present rezoning that was not completely  9 filled out. The applicable block pertaining  10 to, quote, appropriate statement for the fee  11 waiver request was not checked. I saw but do  12 not have a copy of it myself for the previous  13 rezoning, but it was also the same, not  14 completely filled out.  15 A commercial enterprise on this location  16 is not practical. Highway 98 is a two lane  17 road and I have been told by many  18 commissioners over 24 years that there is no  19 plans ever to widen that highway. There's no  20 walk paths, no bike ways, et cetera.  21 Ingress and egress from our driveways at  22 the time are very dangerous. Although there's  23 a double line, meaning no passing from Bauer  24 Road to the Lillian bridge, that does not  25 deter vehicles from passing sometimes on the  TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p style="text-align: right;">30</p> <p>1 MR. TATE: He hears us fine, yes.  2 MS. LENN: My name is Barbara Lenn and I  3 live at 12490 Lillian Highway.  4 MR. TATE: Thank you. Please be sworn in.  5 (Barbara Lenn sworn.)  6 MS. LENN: As I've already said, I live  7 across the highway from the Reynolds, I mean,  8 12490 is across the highway, slightly to the  9 east, and we've lived there for about 24 years  10 now. I realize that our neighborhood is  11 different in that it is two sides of a busy  12 state highway, but it is still our  13 neighborhood and I thought the purpose of  14 zoning was to permit orderly growth of a  15 neighborhood or area and not for the benefit  16 of a sole individual.  17 We came before you a few months ago when  18 the Reynolds requested from R-4 to C-1, and I  19 realize that at this hearing Mr. Reynolds  20 didn't restate his original reasoning and  21 plans, but I questioned at that time why he  22 had had the property for sale for so long and  23 reduced his sales price and was still stating  24 that he wanted to live there forever. A  25 person does not have their property for sale  TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">32</p> <p>1 right at high speeds. Vehicles follow too  2 closely, pay no heed to turn signals when  3 entering our driveways. A commercial property  4 of any type would put more vehicles into this  5 neighborhood.  6 I believe that the commercial properties  7 Mr. Reynolds referred to are more than two  8 blocks away. There is a commercial property  9 eight-tenths of a mile to the west and that  10 has been there forever, I understand, so it  11 was grandfathered in when the rezoning was  12 implemented.  13 To the east, about three-tenths of a mile,  14 is the Bauer Road intersection. There's a  15 grocery store, liquor store, a convenience  16 store, there's acreage for sale, commercial  17 acreage for sale, that's been for sale for a  18 long time.  19 The sports complex that he referred to is  20 further down Bauer Road. I'm sure you're  21 familiar with where that is. It has no impact  22 on our immediate area, our immediate  23 neighborhood. Those are well established  24 commercial properties. Rezoning the Reynolds'  25 property would create a spot pocket in our  TAYLOR REPORTING SERVICES, INCORPORATED</p>

<p style="text-align: right;">33</p> <p>1 neighborhood.</p> <p>2 MR. TATE: Time. Could you wrap it up,</p> <p>3 please?</p> <p>4 MS. LENN: This property is not a viable</p> <p>5 commercial property and the rezoning is being</p> <p>6 requested, as I have said, based on untruths</p> <p>7 in the past. I hereby ask that the request be</p> <p>8 denied.</p> <p>9 MR. TATE: Thank you.</p> <p>10 MS. LENN: Could I ask the Board just one</p> <p>11 question? Why are the rezoning signs so</p> <p>12 small, the writing on them?</p> <p>13 MR. TATE: Two questions I want to ask</p> <p>14 staff to address right now: The size of the</p> <p>15 signs and also the issue of the application on</p> <p>16 how it is or is not filled out correctly.</p> <p>17 Would you just address those two issues?</p> <p>18 MR. JONES: The size of the signs, we'll</p> <p>19 take note of that. That is the size that we</p> <p>20 have.</p> <p>21 MS. LENN: The writing is just very small.</p> <p>22 MR. JONES: On the fee waiver, the fee</p> <p>23 waiver, it was directed for us to have the</p> <p>24 fees waived. We did it. Right now, to be</p> <p>25 honest with you, that's not significant for</p> <p style="text-align: right;">TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">35</p> <p>1 Mr. Reynolds just stated that he's owned the</p> <p>2 property since 1968. When we moved there in</p> <p>3 1968, the Reynolds lived in a trailer on her</p> <p>4 mother's property. Her mother -- later they</p> <p>5 bought the property from her mother and the</p> <p>6 last trailer that was on the property was</p> <p>7 their son's. No trailers have been on the</p> <p>8 property for 15 years.</p> <p>9 Mr. Reynolds also stated at the last</p> <p>10 meeting that he planned to live there forever</p> <p>11 and ever, and yet Mrs. Reynolds told me if</p> <p>12 they could get Walmart or CVS interested they</p> <p>13 were gone, moving to Alabama. If that were to</p> <p>14 happen they would no longer be Escambia County</p> <p>15 taxpayers nor allowed to vote in Escambia</p> <p>16 County.</p> <p>17 If they had listed their property as</p> <p>18 residential it would surely have sold by now,</p> <p>19 keeping our area residential. I plead with</p> <p>20 you to deny their request.</p> <p>21 Thank you very much.</p> <p>22 MR. TATE: Thank you.</p> <p>23 Mr. Lester Senft. Did I get close?</p> <p>24 MR. SENFT: Yes, sir. You do well.</p> <p>25 MR. TATE: Could you please state your</p> <p style="text-align: right;">TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p style="text-align: right;">34</p> <p>1 the rezoning case. That was a request. We</p> <p>2 were told to do it and that's why it was done.</p> <p>3 As far as the issue of the rezoning case, it's</p> <p>4 not. We do understand.</p> <p>5 MS. LENN: It seems the form should have</p> <p>6 been properly filled out.</p> <p>7 MS. DAVIS: Horace, you said you were --</p> <p>8 MR. JONES: It was requested by the</p> <p>9 Reynolds and we took it through the proper</p> <p>10 channels and it was agreed upon and the fees</p> <p>11 were waived.</p> <p>12 MS. LENN: It says here the county</p> <p>13 administrator shall only grant waivers for the</p> <p>14 following qualified applicants, and there's</p> <p>15 only two blocks to check.</p> <p>16 MR. TATE: That's outside of our hands,</p> <p>17 ma'am. We don't deal with the issue of the</p> <p>18 fees.</p> <p>19 Betty Catchot. Good morning. Could you</p> <p>20 state your name and address for the record?</p> <p>21 MS. CATCHOT: Betty Catchot, 12520 Lillian</p> <p>22 Highway.</p> <p>23 MR. TATE: Please be sworn in.</p> <p>24 (Betty Catchot sworn.)</p> <p>25 MS. CATCHOT: We moved there in 1968.</p> <p style="text-align: right;">TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">36</p> <p>1 name and address for the record?</p> <p>2 MR. SENFT: My name is Lester Senft. I</p> <p>3 live at 12860 Lillian Highway.</p> <p>4 MR. TATE: Thank you. Please be sworn in.</p> <p>5 (Lester Senft sworn.)</p> <p>6 MR. SENFT: I'm going to -- I have a</p> <p>7 little prelude into the criteria here, if you</p> <p>8 will bear with me for a second.</p> <p>9 I attended the C-1 zoning hearing and</p> <p>10 during that Board meeting it became obvious</p> <p>11 that the Board was going to not approve due to</p> <p>12 Mr. Reynolds' inability to meet the C-1</p> <p>13 criteria. So Mr. Reynolds was then counseled</p> <p>14 by one of the Board members that he only</p> <p>15 needed an R-4 because all he wanted to do was</p> <p>16 put four RVs or have an RV campground -- this</p> <p>17 came up in the previous meeting -- and that he</p> <p>18 should take that into consideration. So he</p> <p>19 said -- the Board member also stated that the</p> <p>20 R-4 allowed you to have up to four RVs and he</p> <p>21 asked Mr. Reynolds how many RVs he was looking</p> <p>22 for and Mr. Reynolds held up four fingers like</p> <p>23 this (indicating). I was in the back of the</p> <p>24 room. I didn't hear him say four, but he held</p> <p>25 up four fingers to match the four fingers of</p> <p style="text-align: right;">TAYLOR REPORTING SERVICES, INCORPORATED</p>

<p style="text-align: right;">37</p> <p>1 the board commissioner.</p> <p>2 So it was -- this is how we left the</p> <p>3 meeting, thinking that he was going to stay</p> <p>4 with an R-4 and that we wouldn't have to worry</p> <p>5 about going into a bigger expanse. Then the</p> <p>6 Board voted on waiving Mr. Reynolds' refiling</p> <p>7 fee since he really couldn't afford to have</p> <p>8 another -- his income was not enough to</p> <p>9 support another refiling, so consequently he</p> <p>10 did get the waiver.</p> <p>11 Now, he is going for an R-6 that is a long</p> <p>12 way from an R-4 and just the next best thing</p> <p>13 to a C-1. And the other odd thing about it is</p> <p>14 there no permission for the RVs in either one</p> <p>15 of those requests in the permitted uses.</p> <p>16 There are no commercial businesses from</p> <p>17 Bauer Road for a mile up until you get close</p> <p>18 to the bridge where the Crazy Horse and the</p> <p>19 gas station is. The rest of that area all</p> <p>20 through there is all green.</p> <p>21 The area they talk about from Bauer Road</p> <p>22 down to Dog Track Road is not a very pretty</p> <p>23 site to drive down as it is when you go west</p> <p>24 to Alabama from Bauer Road. It's a very green</p> <p>25 area. I understand a church owns a lot of the</p> <p style="text-align: right;">TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">39</p> <p>1 MR. TATE: Thank you. Please be sworn in.</p> <p>2 (Dorothy Oshana sworn.)</p> <p>3 MS. OSHANA: My criteria are Number (2)</p> <p>4 and (3), I think, and most of what I'm going</p> <p>5 to say seems to have already been said, but</p> <p>6 I'll go ahead and read what I wrote.</p> <p>7 My husband and I have lived at our present</p> <p>8 address for over 32 years. I know our</p> <p>9 neighborhood -- I know our area doesn't appear</p> <p>10 to be the standard neighborhood. However, we</p> <p>11 do consider ourselves a neighborhood.</p> <p>12 The Reynolds have had their property up</p> <p>13 for sale for over three years. I do not</p> <p>14 believe they are intent on developing the</p> <p>15 property themselves, but only interested in</p> <p>16 broadening their prospects in order to get</p> <p>17 their property sold quicker. Rezoning to R-6,</p> <p>18 in my estimation, will not improve the</p> <p>19 neighborhood. It is my understanding it will</p> <p>20 only lower our property values. Can someone</p> <p>21 explain how R-6 will benefit our neighborhood?</p> <p>22 While there are isolated R-6 districts</p> <p>23 along Lillian Highway from Dog Track Road to</p> <p>24 the Lillian bridge, I would like to point out</p> <p>25 that none directly face R-2 residences as this</p> <p style="text-align: right;">TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p style="text-align: right;">38</p> <p>1 acreage. I don't know what they're planning</p> <p>2 to do, but it's all fenced in. It's nice.</p> <p>3 I feel that this would be spot zoning</p> <p>4 because, like I said, Bauer Road to this area</p> <p>5 is three-tenths of a mile and it's over</p> <p>6 seven-tenths of a mile back up to Crazy Horse.</p> <p>7 But I feel this would be spot zoning and if</p> <p>8 approved would create more traffic hazards on</p> <p>9 Lillian Highway.</p> <p>10 Let me just say one more thing.</p> <p>11 MR. TATE: Yes, sir.</p> <p>12 MR. SENFT: I left out all the good stuff.</p> <p>13 Our family is retired. We moved down here a</p> <p>14 year-and-a-half ago. We love it. My property</p> <p>15 taxes just went up and I feel that this is the</p> <p>16 only asset that I have that will at least hold</p> <p>17 its value in the years to come. I really feel</p> <p>18 that if this is approved it's going to</p> <p>19 deteriorate property values for residences</p> <p>20 along that way and I seriously hope that you</p> <p>21 deny this.</p> <p>22 MR. TATE: Thank you.</p> <p>23 Dorothy Oshana.</p> <p>24 MS. OSHANA: Dorothy Oshana, 12850 Lillian</p> <p>25 Highway.</p> <p style="text-align: right;">TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">40</p> <p>1 property does. Our neighborhood needs to</p> <p>2 remain R-2 and R-4 residence zoned. Thank</p> <p>3 you.</p> <p>4 MR. TATE: Thank you. Your names today</p> <p>5 aren't helping me out here.</p> <p>6 James DeGruccio. Could you please state</p> <p>7 your name and address for the record?</p> <p>8 MR. DEGRUCCIO: My name is James</p> <p>9 DeGruccio. I reside at 12530 Lillian Highway</p> <p>10 in Escambia County.</p> <p>11 (James DeGruccio sworn.)</p> <p>12 MR. DEGRUCCIO: I have handouts for the</p> <p>13 Board, if I could hand them out. There's 13</p> <p>14 copies, one for each, to be put in the record.</p> <p>15 I was under the impression I would get up to</p> <p>16 five minutes. My statement when I speak very</p> <p>17 quickly is three minutes, so I ask some</p> <p>18 latitude for the sake of your court</p> <p>19 stenographer.</p> <p>20 MS. SINDEL: You can ask someone who's</p> <p>21 signed up to speak who chooses not to speak to</p> <p>22 give you their time.</p> <p>23 MR. TATE: I think we'll be fine.</p> <p>24 MR. DEGRUCCIO: It will be just over three</p> <p>25 minutes.</p> <p style="text-align: right;">TAYLOR REPORTING SERVICES, INCORPORATED</p>

<p style="text-align: right;">41</p> <p>1 MR. TATE: Let's get this handout  2 addressed first before we start your time. Is  3 this in support of your comments?  4 MR. DEGRUCCIO: Yes, it is.  5 MS. DAVIS: Is there only one page?  6 MR. DEGRUCCIO: It's both sides. One  7 page, both sides.  8 MS. DAVIS: This is somebody else's.  9 MR. DEGRUCCIO: I'm sorry. You're not  10 supposed to have that.  11 MR. TATE: Just for the record, for those  12 of you who aren't seeing this, this is  13 actually the MLS for the property, as well as  14 a Zillow report which is an Internet site you  15 can use to do comparisons in your  16 neighborhood. Please proceed.  17 MR. DEGRUCCIO: Dear Honorable Board  18 Members: I am seeking to represent my  19 family's interest in regard to rezoning  20 request Case Number Z-2013-20 put forth by  21 Bobby and Sally Reynolds at 12511 Lillian  22 Highway.  23 As a twenty year U.S. military veteran, I  24 purchased the property directly across from  25 the parcel in question in April of 2004 with  TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">43</p> <p>1 businesses that sit directly across the street  2 from a direct facing residence in Perdido  3 Heights as the parcel in question does.  4 Furthermore, there are far too many  5 possible uses that would be incompatible with  6 such close proximity to young children, not to  7 mention the increased traffic, noise pollution  8 and the corresponding criminal activity that  9 commercial business generally attract.  10 This is the second time in four months  11 that the Reynolds have sought to have their  12 property rezoned for commercial use, much to  13 the distress and financial hardship of the  14 other residents in the neighborhood.  15 Regrettably throughout this protracted process  16 the Reynolds have been less than forthright in  17 the manner in which they have represented  18 themselves. They have continuously claimed  19 that their petition is merely an effort to  20 supplement their fixed income by opening an RV  21 campground on their property. I notice that  22 they dropped that claim on the subsequent  23 petition.  24 However, an R-6 zoning does not allow for  25 such use, a fact which the Reynolds were  TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p style="text-align: right;">42</p> <p>1 the intent of retiring there and raising my  2 two young children. At the time I chose that  3 particular neighborhood in no small part due  4 to its relatively low population density and  5 residential zoning designation. With two  6 young children still within the household I am  7 adamantly opposed to the R-6 rezoning of the  8 parcel in question to allow for commercial  9 use.  10 I agree with the findings of the Planning  11 Board staff that the proposed amendment is not  12 consistent with the intent and purpose of the  13 Land Development Code. However, I disagree  14 that the proposed redesignation of said  15 property would be compatible with the  16 surrounding and existing uses in the area.  17 The Land Development Code states that, quote,  18 Escambia County shall ensure the compatibility  19 of adjacent land uses by requiring buffers  20 designed to protect lower intensity uses from  21 more intensive uses such as residential from  22 commercial, unquote.  23 While it is true that there are R-6 nodes  24 on the stretch of Lillian from Dog Track Road  25 to the Lillian bridge, there are no commercial  TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">44</p> <p>1 informed of at the 8 August Board of County  2 Commissioners meeting. It is clear that their  3 intent is to sell their property as a viable  4 commercial enabling property so that they can  5 move to a property they own in Alabama, and  6 they have confessed as much on numerous  7 occasions to nearby residents, including my  8 wife.  9 Indeed the property in question is  10 currently listed for sale with Beck's  11 Commercial Real Estate Agency for \$529,000  12 contingent on the rezoning of their property  13 to allow commercial use, which is nearly  14 triple the 184,000 fair market value that  15 Zillow estimates.  16 I strongly urge the Planning Board to  17 recommend denial of the Reynolds' petition.  18 Throughout this process the Reynolds have  19 continuously misrepresented themselves and  20 their true intent to the Planning Board, as  21 well as to the Board of County Commissioners  22 and should not be rewarded for doing so.  23 As you are well aware the Land Development  24 Code was instituted to promote growth for the  25 benefit of the residents of Escambia County.  TAYLOR REPORTING SERVICES, INCORPORATED</p>

<p style="text-align: right;">45</p> <p>1 The Reynolds have no intent of remaining  2 residents of the county, and while they are  3 certainly within their rights to apply for a  4 rezoning of their parcel, an R-6 rezoning of  5 said parcel would serve to benefit only the  6 Reynolds at the expense of the other  7 residents, taxpayers and voters of Perdido  8 Heights in Escambia County.  9 I thank you for your time and  10 consideration.  11 MR. TATE: Thank you. Tanya DeGruccio.  12 MR. WOODWARD: Mr. Chairman, I object to  13 the inclusion of this exhibit in the record  14 because it is not -- no proper predicate has  15 been raised to make it an exception to the  16 hearsay rule.  17 MR. TATE: Come back to the mike.  18 MS. SINDEL: Can you say that in English?  19 MR. WOODWARD: I object to the inclusion  20 of this exhibit in the record because there's  21 been no proper predicate laid for any  22 exception to the hearsay rule.  23 MR. TATE: We did not accept it as an  24 exhibit nor did the gentleman ask for it to  25 be.  TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">47</p> <p>1 MR. WOODWARD: Yes, ma'am.  2 MS. SINDEL: That he didn't -- first of  3 all, he is simply saying that this is the  4 listing that he has read. He's not ever going  5 to be able to prove even to himself if the  6 listing is true. He simply can read the  7 listing as it is just like any other listing  8 for any other piece of property in Escambia  9 County. So, you know, I believe his intent is  10 simply to say that this is the listing the  11 listing reflects, the price is contingent upon  12 appraisal.  13 Now whether or not we accept that this is  14 a real listing or not or whether or not we  15 accept the truth of the listing is a  16 discussion almost between us and Beck  17 Properties. But, Steve, why don't you give us  18 a little guidance on how we should move  19 forward with this.  20 MR. WEST: You're going to have to make  21 some decision whether you want to accept it  22 into evidence or not. Now, there's a couple  23 of issues that you need to deal with. One is  24 one Mr. Woodward has already raised. Also  25 there's one of relevance and whether the  TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p style="text-align: right;">46</p> <p>1 MS. DAVIS: It should not be put anywhere  2 near the record, so it cannot be included.  3 MR. DEGRUCCIO: I'm sorry. Can you  4 explain that in layman's terms why it's  5 hearsay when it is a -- that is a printout of  6 a Website.  7 MR. WOODWARD: Any fact offered out of  8 court produced in court to assert the truth of  9 the fact asserted is hearsay. You cannot tell  10 me that these facts are true.  11 MR. DEGRUCCIO: That is --  12 MR. WOODWARD: Sir, let me finish. You  13 can tell me it's on the Internet, but you  14 can't tell me they're true.  15 MR. DEGRUCCIO: I can tell you that that  16 is the listing.  17 MR. WOODWARD: That's right. If you're  18 only offering it to show that there is a  19 listing but not for the truth on the face of  20 the advertising, then we can permit it.  21 MS. SINDEL: I think that's all that he  22 was doing was showing that --  23 MR. WOODWARD: No, he's now talking about  24 the Zillow value.  25 MS. SINDEL: You need to let me finish.  TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">48</p> <p>1 applicant is keeping the property to develop  2 it themselves or sell it and somebody else  3 does. There's an issue of why that's relevant  4 to any of the criteria that you're supposed to  5 be considering.  6 MR. DEGRUCCIO: Can I address that?  7 MR. TATE: Let me jump in here, please.  8 As I previously stated, the applicant did not  9 request that this be an exhibit to the record,  10 but it does support what he said. Whether or  11 not you would like us to accept this, you can  12 ask us to and we can take a vote.  13 MR. DEGRUCCIO: Yes, I would like it  14 included in the record merely as evidence --  15 or the listing that I referenced in my  16 statement, as well as the Zillow estimate that  17 I say in my statement.  18 MR. WOODWARD: Mr. Chairman, here's the  19 problem. He relies on the Zillow estimate as  20 a meaningful representation of value and,  21 therefore, he is referring to the content of  22 the document to buffer his argument and that's  23 the whole purpose of the hearsay rule. We  24 have relaxed procedural rules under the  25 Administrative Procedure Act, but we have no  TAYLOR REPORTING SERVICES, INCORPORATED</p>

<p>49</p> <p>1 relaxed evidentiary rules and so this is 2 blatant hearsay and should be excluded. 3 MS. DAVIS: Mr. Chairman, please call the 4 question. 5 MR. WEST: Again, it depends on what this 6 information is being offered to demonstrate. 7 There is a hearsay issue in at least offering 8 it to prove any information on there is true. 9 If he just wants to demonstrate there's a 10 listing out there, again it may not be -- 11 MR. DEGRUCCIO: That is essentially my 12 intent. 13 MR. WEST: -- a violation of the hearsay 14 rule, but it still has to be relevant. 15 MR. DEGRUCCIO: Can I speak to the 16 relevance? 17 MR. TATE: You certainly can. 18 MR. DEGRUCCIO: The purpose of providing 19 the listing is to show that there is listing, 20 if you want to say that what's on it is 21 hearsay, is to show that the Reynolds have no 22 intent of staying in Escambia County, to go 23 towards that, and that this motion only 24 benefits them and not the residents that they 25 leave behind. TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p>51</p> <p>1 should this be zoned R-6 it would benefit only 2 one individual. 3 MR. TATE: Our job at this point today is 4 basically to decide whether or not what can be 5 done in an R-6 property is compatible with all 6 the surrounding uses. 7 MR. DEGRUCCIO: And hopefully I addressed 8 that in my statement, that I feel it's 9 incompatible. 10 MR. TATE: Whatever the value may or may 11 not be, whatever the use, whatever the 12 ownership is, it's the use that we're looking 13 at and whether or not it benefits an 14 individual or the county as a whole. 15 MS. DAVIS: If I may, Mr. Chair? 16 Piggybacking on that, whatever we decide today 17 it could be a very benign usage that the owner 18 tells us he wants to do. It doesn't make any 19 difference. We have to look at the ordinance 20 and the law and see what can be built on that 21 property. That's the way we look at it. We 22 don't look at the person and what they're 23 doing. 24 MR. TATE: Thank you. We've had testimony 25 from both Mr. Woodward and Mr. West in regards TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p>50</p> <p>1 MS. SINDEL: We understand. And what 2 we're trying to politely say is that that's 3 not our concern, is that any type of decision 4 that we make when it comes to rezoning, we 5 understand the moment we rezone any parcel of 6 property in Escambia County no matter -- in 7 fact, we typically don't ask for intent in the 8 front because the moment that rezoning is 9 official, the owner of the property has the 10 legal right to sell it to whomever, who then 11 that person can do it under the new rule. 12 So whether or not the owner sells it, 13 keeps it, as long as what they're doing with 14 it, as long as they own it, it meets County 15 code and county requirement in zoning issues, 16 we understand your concerns and the other 17 concerns, but regrettably that's not an issue 18 that we look at in making a decision. 19 MR. DEGRUCCIO: I understand that, ma'am. 20 Obviously anybody can do within the code what 21 they're allowed to do on their property. But 22 in this case the Land Development Code, I 23 believe, was put in place for the benefit of 24 the residents of Escambia County, not just for 25 one individual, and it's pretty clear that TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p>52</p> <p>1 to the hearsay of this document. I will -- 2 MR. GOODLOE: Mr. Chairman, a motion. 3 MR. TATE: Please. 4 MR. GOODLOE: I make a motion that due to 5 relevancy that the exhibit that's being 6 presented not be accepted. 7 MR. WOODWARD: Second. 8 MR. TATE: All those in favor? 9 (Board members vote.) 10 MR. TATE: The motion passes. I recuse 11 myself. 12 (Motion passes. Mr. Tate recused.) 13 MR. TATE: Thank you. 14 Please state your name and address for the 15 record. 16 MS. DEGRUCCIO: My name is Tanya 17 DeGruccio. I live at 12530 Lillian Highway. 18 (Tanya DeGruccio sworn.) 19 MS. DEGRUCCIO: Unfortunately a lot of 20 what I have to say is what you guys just 21 talked about, but I'm going to read my points 22 anyway so that I can come back. 23 I want to thank you for giving me the 24 opportunity to express my concerns to the 25 rezoning request made by Mr. and Mrs. TAYLOR REPORTING SERVICES, INCORPORATED</p>



<p style="text-align: right;">53</p> <p>1 Reynolds. To introduce myself, I am a  2 Pensacola local and I graduated from Woodham  3 High School and I am a school teacher at a  4 private school here in Pensacola. I have two  5 children, Michael aged 12 and Christopher aged  6 10. My house that I live in is directly  7 across the street from the Reynolds. As a  8 matter of fact our driveways, when I'm coming  9 out of my driveway, their driveway I can  10 almost go straight and go into their driveway.  11 And I do have issues coming out every once in  12 a while and they're very polite when we're  13 both there at the same time and they kind of  14 yield to me and stuff, so I have to commend  15 them on that. But with increased traffic it  16 can cause a lot of chaos, I think, especially  17 for our house where we live. I've lived there  18 in our house for almost six years and we've  19 owned the property for almost ten years.  20 And I do regret feeling like I'm obligated  21 to speak at the meeting today because I do  22 feel like I have an attachment with the  23 Reynolds. I feel like they are my friends and  24 I don't want to be here. I'm here only to  25 protect the safety of my children and,  TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">55</p> <p>1 The first conversation is I asked  2 Mrs. Reynolds about her for sale sign in her  3 yard. She told me that she and her husband  4 own a property in Alabama and would like to  5 sell their home on Lillian Highway to build a  6 new home, they said their dream home, in  7 Alabama.  8 Another conversation I had with the  9 Reynolds was Mrs. Reynolds mentioned to me, as  10 I was rather new living there, the number of  11 accidents that have increased on our stretch  12 of the road. She herself expressed concern to  13 me about the safety of the people who live  14 nearby us and said that she believes that  15 someone will likely get killed in the near  16 future. She also mentioned to me an accident  17 that happened on Lillian Highway and a car  18 ended up in her yard and she was very  19 distraught over this accident, distraught  20 enough that she mentioned it to me that she  21 was concerned about the traffic. So with  22 this, again, she mentioned she wanted to leave  23 the neighborhood and move to Alabama because  24 of the increased traffic.  25 So the volume of traffic on our stretch of  TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p style="text-align: right;">54</p> <p>1 hopefully, the value of my property. My  2 children will be teenagers soon and with that  3 comes driving lessons. Traffic is so heavy on  4 that stretch of two lane road. The speed  5 limit is 45 miles per hour, but we've all kind  6 of said that people drive fast there. It's  7 really scary as a mom. It's probably a  8 personal thing, but it's just very scary the  9 way people drive on that road, so I really  10 don't want anything that could increase the  11 traffic there. It's a major concern of mine.  12 I would like to bring before you two  13 occasions in which I've spoken to the Reynolds  14 that gives evidence that they're not trying to  15 rezone their property to start their own  16 business, but rather they would like to rezone  17 their property to increase its selling value.  18 They want to sell their property for more  19 money than it can sell for without the  20 rezoning and then move to a property that they  21 currently own in Alabama. I don't have the  22 dates for our conversations as I was just  23 walking my dog or something and I ended up in  24 their yard and we were talking. It was about  25 three years ago or more.  TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">56</p> <p>1 Lillian Highway is clearly an issue and I'm  2 concerned with the establishment of a business  3 on the Reynolds' property as that would only  4 exacerbate the problem. I am concerned for  5 the safety of my children as well as the  6 others in the neighborhood.  7 The for sale sign on their property makes  8 it clear that the Reynolds want to rezone  9 their property in order to sell their home for  10 more than they can get otherwise. Doing so  11 would undoubtedly be detrimental to the  12 surrounding neighborhood. I urge the Planning  13 Board to recommend denial of the Reynolds'  14 petition, at a minimum conduct a traffic  15 safety survey to see what it's like, to see if  16 a two-lane highway with high speed limits is a  17 good place to have a business like that  18 without traffic signs or anything else. It  19 just seems very unsafe to me. And that goes  20 with Criterion Number (3).  21 But I also wanted to mention now --  22 MR. TATE: Go ahead and wrap it up.  23 MS. DEGRUCCIO -- Number (5). I live on  24 Perdido Bay and their driveway is  25 practically -- it's right across the street.  TAYLOR REPORTING SERVICES, INCORPORATED</p>

<p style="text-align: right;">53</p> <p>1 Reynolds. To introduce myself, I am a  2 Pensacola local and I graduated from Woodham  3 High School and I am a school teacher at a  4 private school here in Pensacola. I have two  5 children, Michael aged 12 and Christopher aged  6 10. My house that I live in is directly  7 across the street from the Reynolds. As a  8 matter of fact our driveways, when I'm coming  9 out of my driveway, their driveway I can  10 almost go straight and go into their driveway.  11 And I do have issues coming out every once in  12 a while and they're very polite when we're  13 both there at the same time and they kind of  14 yield to me and stuff, so I have to commend  15 them on that. But with increased traffic it  16 can cause a lot of chaos, I think, especially  17 for our house where we live. I've lived there  18 in our house for almost six years and we've  19 owned the property for almost ten years.  20 And I do regret feeling like I'm obligated  21 to speak at the meeting today because I do  22 feel like I have an attachment with the  23 Reynolds. I feel like they are my friends and  24 I don't want to be here. I'm here only to  25 protect the safety of my children and,  TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">55</p> <p>1 The first conversation is I asked  2 Mrs. Reynolds about her for sale sign in her  3 yard. She told me that she and her husband  4 own a property in Alabama and would like to  5 sell their home on Lillian Highway to build a  6 new home, they said their dream home, in  7 Alabama.  8 Another conversation I had with the  9 Reynolds was Mrs. Reynolds mentioned to me, as  10 I was rather new living there, the number of  11 accidents that have increased on our stretch  12 of the road. She herself expressed concern to  13 me about the safety of the people who live  14 nearby us and said that she believes that  15 someone will likely get killed in the near  16 future. She also mentioned to me an accident  17 that happened on Lillian Highway and a car  18 ended up in her yard and she was very  19 distraught over this accident, distraught  20 enough that she mentioned it to me that she  21 was concerned about the traffic. So with  22 this, again, she mentioned she wanted to leave  23 the neighborhood and move to Alabama because  24 of the increased traffic.  25 So the volume of traffic on our stretch of  TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p style="text-align: right;">54</p> <p>1 hopefully, the value of my property. My  2 children will be teenagers soon and with that  3 comes driving lessons. Traffic is so heavy on  4 that stretch of two lane road. The speed  5 limit is 45 miles per hour, but we've all kind  6 of said that people drive fast there. It's  7 really scary as a mom. It's probably a  8 personal thing, but it's just very scary the  9 way people drive on that road, so I really  10 don't want anything that could increase the  11 traffic there. It's a major concern of mine.  12 I would like to bring before you two  13 occasions in which I've spoken to the Reynolds  14 that gives evidence that they're not trying to  15 rezone their property to start their own  16 business, but rather they would like to rezone  17 their property to increase its selling value.  18 They want to sell their property for more  19 money than it can sell for without the  20 rezoning and then move to a property that they  21 currently own in Alabama. I don't have the  22 dates for our conversations as I was just  23 walking my dog or something and I ended up in  24 their yard and we were talking. It was about  25 three years ago or more.  TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">56</p> <p>1 Lillian Highway is clearly an issue and I'm  2 concerned with the establishment of a business  3 on the Reynolds' property as that would only  4 exacerbate the problem. I am concerned for  5 the safety of my children as well as the  6 others in the neighborhood.  7 The for sale sign on their property makes  8 it clear that the Reynolds want to rezone  9 their property in order to sell their home for  10 more than they can get otherwise. Doing so  11 would undoubtedly be detrimental to the  12 surrounding neighborhood. I urge the Planning  13 Board to recommend denial of the Reynolds'  14 petition, at a minimum conduct a traffic  15 safety survey to see what it's like, to see if  16 a two-lane highway with high speed limits is a  17 good place to have a business like that  18 without traffic signs or anything else. It  19 just seems very unsafe to me. And that goes  20 with Criterion Number (3).  21 But I also wanted to mention now --  22 MR. TATE: Go ahead and wrap it up.  23 MS. DEGRUCCIO -- Number (5). I live on  24 Perdido Bay and their driveway is  25 practically -- it's right across the street.  TAYLOR REPORTING SERVICES, INCORPORATED</p>

<p style="text-align: right;">57</p> <p>1 We don't know what's going to be built there  2 because they haven't said and you guys don't  3 require them to say it. Perdido Bay has been  4 in the news a lot because people have been  5 trying really hard to clean it up. And all of  6 the septic tanks that may be required -- who  7 knows where the drainage is going to go, so  8 please consider the effect of the wetlands and  9 Perdido Bay and the fish and the crabs. It  10 used to be a huge fishing bay, but now no one  11 can catch anything in there because of the  12 pollution and we don't need extra businesses  13 and extra pollution, so please take Criterion  14 (5) into consideration for that. Thank you.  15 MR. TATE: Thank you.  16 Is there anyone else from the public who  17 wishes to speak today on this matter? At this  18 time I'll go ahead and close the public  19 portion of this meeting and we will move into  20 Board members. As we get started Board  21 members, may I ask if you have any question  22 for the applicant, staff or members of the  23 public?  24 Before we do that I want to state and to  25 kind of let the Reynolds know a little bit,  TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">59</p> <p>1 probably y'all don't even see our traffic as  2 we go in and out at least six days a week on  3 that property and have for the past dozen  4 years. Anyway, that's the long and short of  5 Pensacola Christian College, who is also my  6 employer and how we use that property. It's  7 over 200 acres right there on that corner.  8 Board members, does anybody else have  9 anything for staff or members of the public or  10 for the applicant?  11 MS. DAVIS: Yes, Mr. Chairman, I have a  12 question for staff. Since we've been talking  13 about trailer parks all this time, I would  14 like to know, I haven't noticed under R-6 if  15 that's permitted at all.  16 MR. JONES: R-6 does allow for mobile home  17 parks along with many other types of  18 neighborhood commercial type uses. I'll state  19 again, when you look at this, any of those  20 other neighborhood uses could be allowed to go  21 there, as well.  22 MS. DAVIS: Thank you.  23 MR. GOODLOE: Mr. Chairman, could we also  24 get the staff to put up what is allowed in  25 R-6?  TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p style="text-align: right;">58</p> <p>1 although I am not voting today because of my  2 relationship to the owners of the property  3 next to you, I am allowed to participate in  4 the discussion of this. However, I'm not  5 going to give an opinion one way or the other.  6 But I do want to address specifically  7 something you said in your letter and that has  8 come up a couple of times in this hearing.  9 Pensacola Christian College does own a  10 large portion of property across Bronson from  11 the Reynolds. That property extends west on  12 Highway 98 to Spanish Moss and it goes  13 basically down to the water with our neighbors  14 on one side being the Blue Angel Recreation  15 Park. The property has been owned by the  16 college since the mid to late eighties and  17 it's used exclusively for recreation. We have  18 a family that lives on the property as  19 caretaker, but we fish there, we sail there,  20 we play there. As we continue to develop that  21 property, and there's undergoing development  22 right now, it's just to improve our access to  23 that piece of property to fish and sail and  24 play. There are no plans to build a college  25 there. I would say that at this point  TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">60</p> <p>1 MR. JONES: Will do.  2 MS. SINDEL: Horace, for something to be  3 considered a mobile home park do they have a  4 limit of a certain amount of homes there? You  5 can have designated a mobile home park and  6 have one mobile home, right?  7 MR. JONES: In order for it to be a mobile  8 park, it has to have at least five.  9 MS. SINDEL: It has to have five?  10 MR. JONES: Yes.  11 MR. TATE: It meets different requirements  12 from a permitting perspective.  13 MR. JONES: Yes, the site plan review  14 process is extremely -- you have to go  15 through, is very complete and thorough.  16 MR. TATE: Here's a list of what's  17 permitted in R-6, but anything also in R-5 is  18 also R-6.  19 Any further questions by the Board?  20 MR. WINGATE: Mr. Chairman?  21 MR. TATE: Yes.  22 MR. WINGATE: I was observing and  23 listening to what everybody had to say here  24 and I've looked at this particular parcel. I  25 used to go out to the navy park in my younger  TAYLOR REPORTING SERVICES, INCORPORATED</p>

<p style="text-align: right;">61</p> <p>1 days and one of my professions is a commercial  2 Realtor and I've looked at Bronson Field and  3 there's property that's for sale beyond this  4 property down near Bronson Field and then  5 there's the navy recreational park and there's  6 Pensacola Christian College's property.  7 If in the next few years this particular  8 area begins to develop like over in Alabama it  9 is beginning to develop, we won't have to have  10 any Florida development in this particular  11 area when Alabama is getting ready to do their  12 thing. So the traffic on Lillian Highway is  13 going to constantly increase more and more and  14 that's going to be either a county or a state  15 project depending on whether Lillian Highway  16 is a state road or a county road. It depends  17 on who's responsible for maintaining that.  18 If the college decides to build something  19 there, or there's greater activity, even in  20 the summer and the recreational park becomes  21 more recreational or we have another hurricane  22 that they use that for a storage ramp over  23 onto the federal property that's over there  24 that's owned by the government, that could be  25 temporary large traffic from time to time.  TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">63</p> <p>1 R-4. It's still -- time is going to bring  2 change and so whatever goes there, it says you  3 could go out and get four residential houses  4 in there or two residential houses and say,  5 well, you're still going to have change.  6 So I don't really see a true happy answer  7 for everybody no matter change, because if you  8 change to R-6 you could have something similar  9 to a Dollar General there and you're going to  10 have much traffic. So what is the answer?  11 Somebody said, well, I don't want this around  12 me, but sometimes -- a lady told me she moved  13 up in the country and she found out other  14 people moved up in the country and now she's  15 got neighbors. You can't really control  16 property unless we own it.  17 MR. TATE: Thank you, Mr. Wingate.  18 Does anybody else, any other Planning  19 Board members have anything else to state? If  20 not, staff, do you have anything?  21 MR. WOODWARD: Mr. Chairman, Lillian  22 Highway at that point is also U.S. 98.  23 MR. TATE: That's correct.  24 MR. WOODWARD: That's a major U.S.  25 thoroughfare.  TAYLOR REPORTING SERVICES, INCORPORATED</p>
<p style="text-align: right;">62</p> <p>1 I see right on this corner, if you're  2 going to picnic in the park, everybody looks  3 for a little convenience store just before,  4 the closest place before they get to the park  5 for something that they missed that they  6 didn't get at Tom Thumb or wherever, the  7 grocery store going. And across the street,  8 you say, well, traffic is going to be a  9 problems. Sometimes in some areas of zoning  10 if we just look around the town and see how  11 everything is zoned, there's no perfect  12 picture for anyone.  13 So looking at also a comment that was made  14 in reference to the listing, you can put your  15 property up for sale for any price until you  16 get an acceptable buyer. The value of your  17 asking price doesn't mean much until you get  18 an acceptable buyer that's willing to pay the  19 price. You can list it for whatever or it  20 could stay not. It could be stay zoned like  21 it is.  22 So what I see is that there could be --  23 there's no win/win situation here even if they  24 zoned part of Lillian Highway residential and  25 the other part C-1 -- I mean, R-6 or remains  TAYLOR REPORTING SERVICES, INCORPORATED</p>	<p style="text-align: right;">64</p> <p>1 MR. TATE: That's correct.  2 Is there anything further from the staff?  3 MS. CAIN: No, sir.  4 MR. TATE: Mr. Reynolds, do you have  5 anything further for the Board? If not the  6 Chair will entertain a motion.  7 (Motion by Ms. Davis.)  8 MS. DAVIS: Mr. Chair, in the zoning Case  9 2013-20 I move that we accept the staff's  10 Findings-of-Fact and deny the petitioner's  11 request.  12 MS. SINDEL: Second.  13 MR. TATE: We have a motion. We have a  14 second. All those in favor please signify.  15 (Board members vote.)  16 MR. TATE: All those against?  17 MR. WINGATE: No.  18 MR. TATE: The motion passes four to one,  19 with one recused.  20 (Motion passed four to one, with Mr.  21 Wingate opposed and Mr. Tate recused.)  22 MR. TATE: That concludes our rezoning  23 meeting for today. Thank you for your time.  24 (The quasi-judicial proceedings concluded  25 at 10:45 a.m.)  TAYLOR REPORTING SERVICES, INCORPORATED</p>

## Planning Board-Rezoning

5.

**Meeting Date:** 11/04/2013  
**CASE :** Z-2013-20  
**APPLICANT:** Bobby Gene and Sally Lynn Reynolds, Owners  
**ADDRESS:** 12511 Lillian Hwy  
**PROPERTY REF. NO.:** 02-2S-32-6000-005-002  
MU-S, Mixed-Use  
**FUTURE LAND USE:** Suburban  
**DISTRICT:** 1  
**OVERLAY DISTRICT:** N/A  
**BCC MEETING DATE:** 12/05/2013

---

### SUBMISSION DATA:

#### REQUESTED REZONING:

**FROM:** R-4, Multiple-Family District, (cumulative) Medium High Density (18 du/acre)

**TO:** R-6, Neighborhood Commercial and Residential District, (cumulative) High Density (25 du/acre)

#### RELEVANT AUTHORITY:

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

#### CRITERION (1)

##### Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

**Comprehensive Plan Policy (CPP) FLU 1.1.1 Development Consistency.** New development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

**CPP FLU 1.1.9 Buffering.** In the LDC, Escambia County shall ensure the compatibility of adjacent land uses by requiring buffers designed to protect lower intensity uses from more intensive uses, such as residential from commercial. Buffers shall also be used to protect agricultural activities from the disruptive impacts of nonagricultural land uses and protect nonagricultural uses from normal agricultural activities.

**CPP FLU 1.3.1 Future Land Use Categories.** The Mixed-Use Suburban (MU-S) Future Land Use (FLU) category is intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. Range of

allowable uses include: Residential, Retail and Services, Professional Office, Recreational Facilities, Public and Civic. The minimum residential density is two dwelling units per acre and the maximum residential density is ten dwelling units per acre.

**CPP FLU 1.5.3 New Development and Redevelopment in Built Areas.** To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

## **FINDINGS**

The proposed amendment to R-6 **is consistent** with the intent and purpose of Future Land Use category MU-S as stated in CPP FLU 1.3.1. This FLU category allows for a mix of residential and non-residential uses such as retail services and professional offices while promoting infill development. The proposed amendment will utilize the existing roads and infrastructure as stated in CPP FLU 1.5.3.

## **CRITERION (2)**

### **Consistent with The Land Development Code.**

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

#### **6.05.11. R-4 multiple-family district, (cumulative) medium high density.**

A. Intent and purpose of district. This district is intended to provide for the development of medium high density residential uses and structures. This land use is designed to encourage the efficient use of land and maintain a buffer between lower density residential and business, commercial and industrial districts. The maximum density is 18 dwelling units per acre. Refer to article 11 for uses, heights and densities allowed in R-4, multiple-family areas located in the Airport/Airfield Environs. Refer to the overlay districts within section 6.07.00 for additional regulations imposed on individual parcels with R-3 zoning located in the RA-1(OL) Barrancas Redevelopment Area Overlay District.

#### **6.05.13. R-6 Neighborhood Commercial and Residential District, (cumulative) High Density.**

This district is intended to provide for a mixed use area of residential, office and professional, and certain types of neighborhood convenience shopping, retail sales and services which permit a reasonable use of property while preventing the development of blight or slum conditions. This district shall be established in areas where the intermixing of such uses has been the custom, where the future uses are uncertain and some redevelopment is probable.

## **FINDINGS**

The proposed amendment **is not consistent** with the intent and purpose of the Land Development Code as stated in LDC 6.05.14. The proposed zoning change would result in spot zoning as defined in LDC Article 3.02.00.

*Spot zoning.* Rezoning of a lot or parcel of land that will create an isolated zoning district that may be incompatible with the adjacent and nearby zoning districts and uses, or as spot zoning is otherwise defined by Florida law.

While this rezoning would create a somewhat isolated R-6 district, there are similar mixes of zonings along Lillian Highway from Dog Track Road to the Lillian Bridge. These nodes of R-6 provide a mixed-use zoning compatible with the existing land uses. In addition, this parcel is located along an arterial roadway within one-quarter mile of a collector/arterial intersection and does meet locational criteria.

### **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 **could be compatible** with surrounding existing uses in the area.

Within the 500' radius impact area, staff observed properties with zoning districts R-2 and R-4. In the area staff noted 24 single family residences, 9 vacant parcels, 1 vacant office and 3 mobile homes. The mixed residential and neighborhood commercial uses allowed by the proposed R-6 zoning could be compatible with these surrounding residential zonings and uses.

### **CRITERION (4)**

#### **Changed conditions.**

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

### **FINDINGS**

Staff found **no changed conditions** that would impact the amendment or property.

### **CRITERION (5)**

#### **Effect on natural environment.**

Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment.

### **FINDINGS**

According to the National Wetland Inventory, wetlands and hydric soils **were not indicated** on the subject property. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

### **CRITERION (6)**

#### **Development patterns.**

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

### **FINDINGS**

The proposed amendment **would** result in a logical and orderly development pattern. The

proposed rezoning from R-4 to R-6 would not be out of character given the six other nodes of R-6 zoning along Lillian Highway from Dog Track Road to the Lillian Bridge.

---

### **Attachments**

Z-2013-20

---





PERDIDO BAY

R-2

R-2

LILLIAN HWY

R-4

R-4

R-4

BRONSON RD

JUAN RD

R-4

R-4



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-2013-20 500' RADIUS ZONING

0 200 400 600  
Ft

- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



PERDIDO BAY

TRACY RD

HALCYON CIR

HARTUNG AVE

LILLIAN HWY

JUAN RD

JOAQUIN RD

BAUER RD

BRONSON RD

AILANTHUS DR

BAUER RD



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer  
Planning and Zoning Dept.

## Z-2013-20 LOCATION MAP

0 1,000 2,000 3,000  
Ft

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



PERDIDO BAY

MU-S

MU-S

LILLIAN HWY

MU-U

MU-U

BRONSON RD

JUAN RD

MU-S

MU-S



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

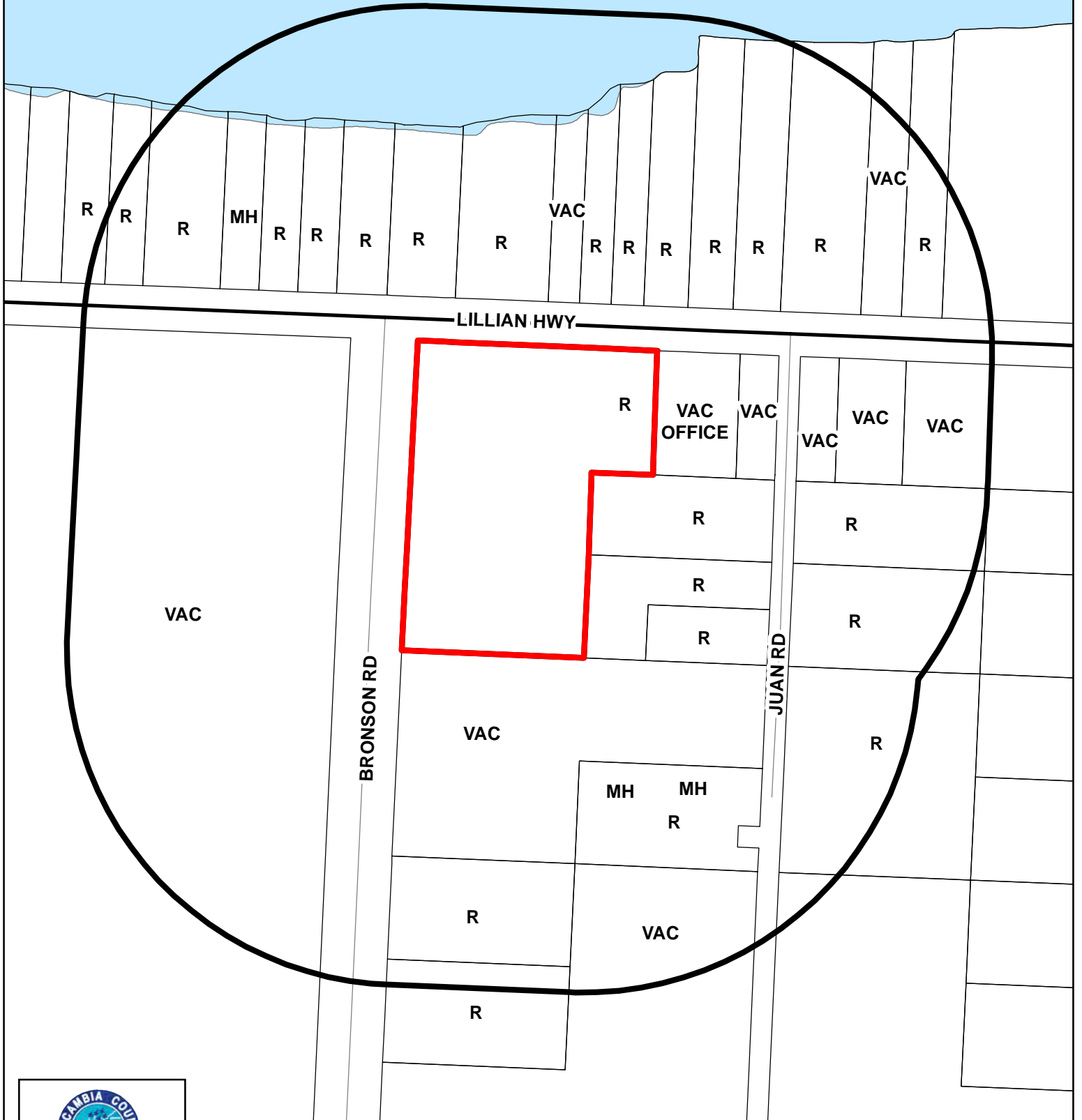
Andrew Holmer  
Planning and Zoning Dept.

## Z-2013-20 FUTURE LAND USE

0 200 400 600  
Ft

- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD

PERDIDO BAY



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-2013-20 EXISTING LAND USE

0 200 400 600  
Ft

- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD





BRONSON RD

LILLIAN HWY

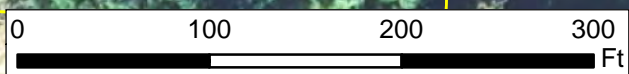
JUAN RD



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer  
Planning and Zoning Dept.

# Z-2013-20 AERIAL MAP



- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD





Lillian  
Bronson Rd 1000

RECREATION  
AREA  
SERVING THE MILITARY

BLUE ANGEL PARK  
GATE CLOSED NIGHTLY  
DANGER ZONE  
PINTBALL  
DISC GOLF  
COURSES

**NOTICE OF  
PUBLIC HEARING  
REZONING**

CASE NO.: Z-2013-20  
CURRENT ZONING: R-4 PROPOSED ZONING: R-6

**PLANNING BOARD**  
DATE: 11-04-13 TIME: 8:30 AM  
LOCATION OF HEARING  
ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX  
250 WEST PARK PLACE  
ROOM 104 BOARD MEETING ROOM

**BOARD OF COUNTY COMMISSIONERS**  
DATE: 12-05-13 TIME: 5:45 PM  
LOCATION OF HEARING  
ESCAMBIA COUNTY GOVERNMENT CENTER  
300 PALADIN PLACE  
1ST FLOOR BOARD MEETING ROOM

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL  
DEVELOPMENT SERVICES AT 904-647-0100 OR VISIT  
WWW.MYESCAMBIA.COM

PLEASE DO NOT REMOVE THIS SIGN  
PROPERTY OF ESCAMBIA COUNTY





**Looking East along Lillian**





**Looking North along Bronson**





**Looking Northeast**





**Looking South along Bronson**





ONIONS

**WARE  
HE DOG**

BUTTER  
BEANS  
PEAS

SQUASH

## Looking Southeast





**Looking Southwest**





**Looking West along Lillian**

Bobby G. Reynolds Sr.  
Sally L. Reynolds  
12511 Lillian Highway  
Pensacola, Fl. 32506

Allison Caine,

I am asking to appear before the Zoning Board to change our zoning from R4 to R6.  
Property Reference No.:02-2S-32-6000-005-002

Any questions please call to (850) 456-5595.

Thank you for your time and consideration.

Very Truly Yours,

Bobby Gene Reynolds Sr. and Sally L. Reynolds





# 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: R4 to: R6

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

Owner(s) Name: Bobby + Sally Reynolds Phone: 850 4565595

Address: 12511 Lillian Hwy Email: REYN2290@BellSouth.Net

☐ 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: 02-25-32-6000-005-002

Property Reference Number(s)/Legal Description: 12511 Lillian Hwy  
PENSACOLA FL. 32506

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.

Bobby Gene Reynolds  
Signature of Owner/Agent

Bobby GENE REYNOLDS  
Printed Name/Owner/Agent

09-12-13  
Date

Sally Lynn Reynolds  
Signature of Owner

SALLY LYNN REYNOLDS  
Printed Name of Owner

09-12-13  
Date

STATE OF FLORIDA

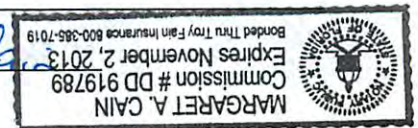
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of September 20 13,  
by Bobby + Sally Reynolds.

Personally Known ☒ OR Produced Identification ☐. Type of Identification Produced: \_\_\_\_\_

Margaret A. Cain  
Signature of Notary  
(notary seal must be affixed)

Margaret A. Cain  
Printed Name of Notary



### FOR OFFICE USE ONLY

CASE NUMBER: 2-2013-20

Meeting Date(s): PB 11/4; BCC 12/2 Accepted/Verified by: A. Cain Date: 8/12/13

Fees Paid: \$ — Receipt #: \_\_\_\_\_ Permit #: PRZ130900020





**Development Services Department**  
Escambia County, Florida

FOR OFFICE USE:

CASE #: 2-2013-26

**CONCURRENCY DETERMINATION ACKNOWLEDGMENT**

**For Rezoning Requests Only**

Property Reference Number(s): 02-25-32-6000-005-002

Property Address: 12511 Lillian Hwy

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

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

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

- The necessary facilities or services are in place at the time a development permit is issued.
- A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
- The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 12<sup>th</sup> DAY OF September, YEAR OF 2013.

Bobby Gene Reynolds  
Signature of Property Owner

Bobby Gene Reynolds  
Printed Name of Property Owner

09-12-13  
Date

Sally Lynn Reynolds  
Signature of Property Owner

SALLY LYNN REYNOLDS  
Printed Name of Property Owner

09-12-13  
Date





**Development Services Department**  
Escambia County, Florida

FOR OFFICE USE:

CASE #:

**AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY**

As owner of the property located at \_\_\_\_\_,  
Florida, property reference number(s) \_\_\_\_\_

I hereby designate \_\_\_\_\_ for the sole purpose  
of completing this application and making a presentation to the:

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

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

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

Agent Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Printed Name of Property Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Printed Name of Property Owner

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_.

Personally Known ☐ OR Produced Identification ☐ . Type of Identification Produced: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name of Notary

(Notary Seal)



# BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

## FEE WAIVER REQUEST FORM

The Board of County Commissioners have determined that it is in the best interest of the public to waive certain Planning Board and Board of Adjustment application fees for projects, regardless of size or scale, that will provide affordable housing for low income individuals and families. Upon request, the County Administrator may grant, to qualified applicants, a waiver of the fees approved by Resolution 2010-107. An approved fee waiver request shall expire after twelve (12) months.

The County Administrator shall only grant waivers to the following qualified applicants. Please check the box next to the appropriate statement that applies to your request.

- ☐ Individuals and families with an annual gross income at or below 30% of the median income for Escambia County.
- ☐ Non-profit organizations that will develop and provide affordable housing for individuals and families with an annual gross income at or below 30% of the median income for Escambia County.

Property Owner/Non-profit Organization Name: Bobby & Sally Reynolds

Please list the address(es) and Property Reference Number(s) for the property(s):

12511 Lillian Hwy Pensacola FL 32506  
02-25-32-6000-005-002

Please indicate which application fee this request is for and the amount: REZONING

Please attach the following required supporting documents to this request form:

- a. All applicants must submit sufficient evidence of ownership or control of the property that is the subject of the development project for which the waiver is sought.
- b. All applicants must submit a copy of their federal income tax returns for the previous two years.
- c. All applicants must submit sufficient evidence that at least 30% of the total housing units produced from the development project will be sold or rented to, or occupied by, individuals and families with annual gross incomes at or below 30% of the median income for Escambia County.
- d. For projects that will provide rental housing, applicants shall also submit a schedule of rental rates for each unit by size.

### FOR INTERNAL OFFICE USE ONLY

The applicant is a qualified applicant. ☒ YES ☐ NO

The applicant provided all required supporting documents. ☒ YES ☐ NO

Therefore; this fee waiver request for Rezoning

is hereby APPROVED on this 13<sup>th</sup> day of September, 2013.

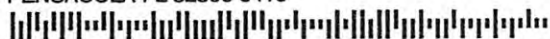
Horace Jones  
Interim Development Services Director

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
10-2715-000		See Below	06	022S32-6000-005-002

2012 Real Estate 0019222.0000

S - 016409 / 030353 1-54039 JMS33899  
REYNOLDS BOBBY GENE SR &  
SALLY LYNN  
12511 LILLIAN HWY  
PENSACOLA FL 32506-8416

12511 LILLIAN HWY  
LTS 5 TO 11 BLK B & LTS  
2 & 4 BLK C  
RE S/D OF S/D NO 1 OF  
See Tax Roll for extra legal.



AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.9755	82,818	50,000	32,818	228.92
PUBLIC SCHOOLS					
By Local Board	2.2480	82,818	25,000	57,818	129.97
By State Law	5.5100	82,818	25,000	57,818	318.58
SHERIFF	0.6850	82,818	50,000	32,818	22.48
WATER MANAGEMENT	0.0400	82,818	50,000	32,818	1.31
TOTAL MILLAGE					15.4585
AD VALOREM TAXES					701.26

ESCAMBIA COUNTY TAX COLLECTOR \* P.O. BOX 1312 \* PENSACOLA, FL 32591-1312

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
FIRE		85.00
QUESTIONS ON ITEMS IN THIS SECTION ONLY, CALL (850) 595-4960		
NON-AD VALOREM ASSESSMENTS		85.00

COMBINED TAXES AND ASSESSMENTS		PAY ONLY ONE AMOUNT	See reverse side for important information
786.26			
Nov 30 2012 \$ 754.81	Dec 31 2012 \$ 762.67	Jan 31 2013 \$ 770.53	Feb 28 2013 \$ 778.40
		Mar 31 2013 \$ 786.26	Apr 30 2013 \$ 809.85

JANET HOLLEY, CFC

ESCAMBIA COUNTY TAX COLLECTOR

2012 Real Estate

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
10-2715-000		See Above	06	022S32-6000-005-002

2012 Real Estate 0019222.0000

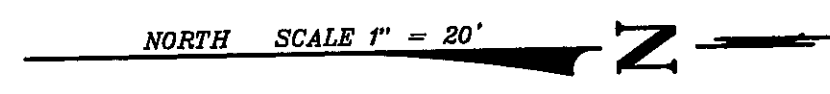
REYNOLDS BOBBY GENE SR &  
SALLY LYNN  
12511 LILLIAN HWY  
PENSACOLA FL 32506-8416

12511 LILLIAN HWY  
LTS 5 TO 11 BLK B & LTS  
2 & 4 BLK C  
RE S/D OF S/D NO 1 OF  
See Tax Roll for extra legal.

PAY IN U.S. FUNDS TO ESCAMBIA COUNTY TAX COLLECTOR \* P.O. BOX 1312 \* PENSACOLA, FL 32591-1312

Nov 30 2012 \$ 754.81	Dec 31 2012 \$ 762.67	Jan 31 2013 \$ 770.53	Feb 28 2013 \$ 778.40	Mar 31 2013 \$ 786.26	Apr 30 2013 \$ 809.85
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------





- LEGEND**
- R/W Right of way  
1/2" Capped iron rod set #1073  
1" Iron pipe found  
Air conditioning unit  
Concrete  
Gravel  
Light pole  
Power pole  
Sewer clean-out  
Sprinkler control valve  
Water faucet  
Water meter  
Wire fence  
Wood fence  
Electric line  
Telephone line

**SURVEYOR'S NOTES**

1 Subject to setbacks, easements and restrictions of record  
2 This survey is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm  
3 This survey does not reflect or determine ownership  
4 This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record  
5 Footers and foundations below natural grade not located

**STREET ADDRESS** 12511 Lillian Highway

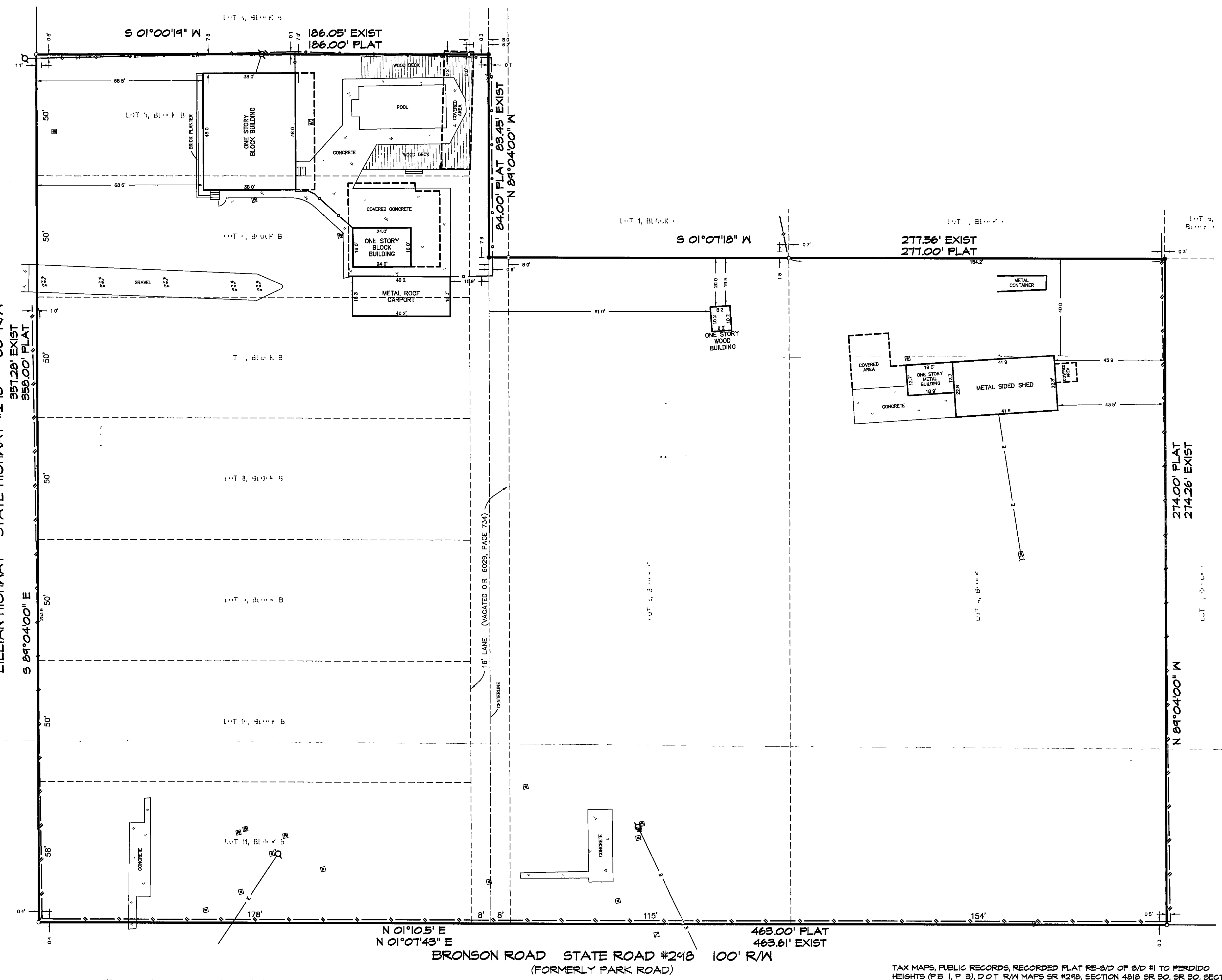
**LEGAL DESCRIPTION**

Lot 5, 6, 7, 8, 9, 10 and 11, Block B, and Lots 2 and 4, Block C, of Re-Subdivision of subdivision No. 1, to Perdido Heights, being a subdivision of a Re-Subdivision of Lot 6, Fractional Section 2, Township 2 South, Range 32 West, Escambia County, Florida as recorded in Plat Book 1 at page 3 of the public records of said County

**TOGETHER WITH**

The North Half of 16' Lane adjacent to and south of Lots 5-11, Block "B" and the South Half of 16' Lane adjacent to and North of Lot 2, Block C, of Re-Subdivision of subdivision No. 1, to Perdido Heights, being a subdivision of Lot 6, Fractional Section 2, Township 2 South, Range 32 West, Escambia County, Florida as recorded in Plat Book 1 at page 3 of the public records of said County

LILLIAN HIGHWAY STATE HIGHWAY #298 66' R/W  
357.28' EXIST  
358.00' PLAT  
S 89°04'00" E



Measurements made in accordance with United States Standards

Bearing Reference NORTH BASED ON THE SOUTHERLY R/W LILLIAN HIGHWAY AS S 89°04'00" E  
Ordered By BOBBY REYNOLDS Elevation Reference \_\_\_\_\_  
Encroachments FENCE, OVERHANG, DECK, CONCRETE

**A BOUNDARY SURVEY AND LOCATION OF IMPROVEMENTS OF A PORTION OF SECTION 2, T-2-S, R-32-W**

**PITTMAN, GLAZE AND ASSOCIATES, INC.**  
LAND SURVEYORS  
5700 N. DAVIS HIGHWAY, SUITE 3  
PENSACOLA, FL 32503  
Phone (850) 434-6666 Fax (850) 434-6661  
Email: pgsurvey@bellsouth.net

TAX MAPS, PUBLIC RECORDS, RECORDED PLAT RE-S/D OF S/D #1 TO PERDIDO HEIGHTS (P.B. 1, P. 3), D.O.T. R/W MAPS SR #298, SECTION 48/18 SR 30, SR 30, SECTION 48/10-2506

Source of information

I hereby certify that this survey was made under my responsible charge and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17 050, 5J-17 051 and 5J-17 052, pursuant to Section 472 027 Florida Statutes

David D. Glaze  
PSM #5605

Walter J. Glaze  
PSM #6190

SHEET	1	OF	1
LB No.	1073	Date of Plat	5-14-13
FILED	DATE	Date of Survey	5-13-13
FILED	DATE	FB. 1443 PG.	76-74
FILED	DATE	FB. 1522 PG.	1
FILED	DATE	FB. PG.	
FILED	DATE	Drawn by	PMJ



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

with hoke to  
speak after  
Debra ~~Esteban~~  
WARREN

Escambia County Planning Board  
Public Hearing  
Speaker Request Form

Please Print Clearly

Meeting Date: 4 NOV 2013

Rezoning Quasi-judicial Hearing

Rezoning Case #: 2-2013-20

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

         In Favor X Against         

\*Name: MR. KARA GEORGE OSHANA

\*Address: 12850 Lillian Hwy \*City, State, Zip: 32506

Email Address: KD OSHANA@cox.net Phone: 453-3706

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk \* are required.

Chamber Rules

1. All who wish to speak will be heard and granted uniform time to speak (normally 3 – 5 minutes).
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.





BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

Development Services Department  
3363 West Park Place, Pensacola, FL 32505  
(850) 595-3475 - Phone  
(850) 595-3481 - FAX  
www.myescambia.com

Escambia County Planning Board  
Public Hearing  
Speaker Request Form

Please Print Clearly

Meeting Date: 11/4/13

Rezoning Quasi-judicial Hearing

Rezoning Case #: 2-2013-20

OR

Regular Planning Board Meeting

Agenda Item Number/Description: \_\_\_\_\_

\_\_\_\_\_ In Favor ☒ Against

\*Name: DEBRA J. WARREN

\*Address: 12520 LILLIAN HWY \*City, State, Zip: P'COLA, FL 32506

Email Address: \_\_\_\_\_ Phone: 206-7341

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk \* are required.

\*\*\*\*\*

Chamber Rules

1. All who wish to speak will be heard and granted uniform time to speak (normally 3 – 5 minutes).
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.





BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

Development Services Department  
3363 West Park Place, Pensacola, FL 32505  
(850) 595-3475 - Phone  
(850) 595-3481 - FAX  
www.myescambia.com

Escambia County Planning Board  
Public Hearing  
Speaker Request Form

Please Print Clearly

Meeting Date: 11/4/13

Rezoning Quasi-judicial Hearing

Rezoning Case #: 2-2013-20

OR

Regular Planning Board Meeting

Agenda Item Number/Description: \_\_\_\_\_

\_\_\_\_\_ In Favor ☒ Against

\*Name: BETTY CATCHOT

\*Address: 12520 LILLIAN HWY \*City, State, Zip: PENACOLA, FL 32506

Email Address: \_\_\_\_\_ Phone: 457-3172

Please indicate if you:

- ☒ would like to be notified of any further action related to the public hearing item.  
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk \* are required.

Chamber Rules

1. All who wish to speak will be heard and granted uniform time to speak (normally 3 – 5 minutes).
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.





BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

Development Services Department  
3363 West Park Place, Pensacola, FL 32505  
(850) 595-3475 - Phone  
(850) 595-3481 - FAX  
www.myescambia.com

Escambia County Planning Board  
Public Hearing  
Speaker Request Form

Please Print Clearly

Meeting Date: 1-4-2013

Rezoning Quasi-judicial Hearing

OR

Regular Planning Board Meeting

Rezoning Case #: 2-2013-20

Agenda Item Number/Description: \_\_\_\_\_

\_\_\_\_\_ In Favor ☒ Against

\*Name: Barbara Lenn

\*Address: 12490 LILLIAN \*City, State, Zip: 32506

Email Address: jsk@a Cox.net Phone: 457-3124

572-7098

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk \* are required.

\*\*\*\*\*

Chamber Rules

1. All who wish to speak will be heard and granted uniform time to speak (normally 3 – 5 minutes).
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.





BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

Development Services Department  
3363 West Park Place, Pensacola, FL 32505  
(850) 595-3475 - Phone  
(850) 595-3481 - FAX  
www.myesccambia.com

## Escambia County Planning Board

### Public Hearing Speaker Request Form

Please Print Clearly

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-20

OR

Regular Planning Board Meeting

Agenda Item Number/Description: \_\_\_\_\_

\_\_\_\_\_ In Favor ☒ Against

\*Name: LESTER SEWFT

\*Address: 12860 LILLIAN HWY \*City, State, Zip: PENSACOLA, FL

Email Address: lestersewft@att.net Phone: 580-332-6939

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk \* are required.*

\*\*\*\*\*

#### Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.





BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

Development Services Department  
3363 West Park Place, Pensacola, FL 32505  
(850) 595-3475 - Phone  
(850) 595-3481 - FAX  
www.myescambia.com

Escambia County Planning Board  
Public Hearing  
Speaker Request Form

Please Print Clearly

Meeting Date: 4 - Nov 2013

Rezoning Quasi-judicial Hearing

Rezoning Case #: 2-2013-20

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

         In Favor X Against

\*Name: Dorothy OShana

\*Address: 12850 Lillian Hwy \*City, State, Zip: Pensacola FL 32506

Email Address: Dorosh@cox.net Phone: 453 3706

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk \* are required.

Chamber Rules

1. All who wish to speak will be heard and granted uniform time to speak (normally 3 – 5 minutes).
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.





BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

Development Services Department  
3363 West Park Place, Pensacola, FL 32505  
(850) 595-3475 - Phone  
(850) 595-3481 - FAX  
www.myescambia.com

Escambia County Planning Board  
Public Hearing  
Speaker Request Form

Please Print Clearly

Meeting Date: 04 NOV 13

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-20

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

         In Favor X Against

\*Name: JAMES DELGUCCIO

\*Address: 12530 LILLIAN HWY \*City, State, Zip: PENSACOLA, FL 32506

Email Address: jfc13gnoch@yahoo.com Phone: (950) 456-3744

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk \* are required.

Chamber Rules

1. All who wish to speak will be heard and granted uniform time to speak (normally 3 – 5 minutes).
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.





BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

Development Services Department  
3363 West Park Place, Pensacola, FL 32505  
(850) 595-3475 - Phone  
(850) 595-3481 - FAX  
www.myescambia.com

Escambia County Planning Board  
Public Hearing  
Speaker Request Form

Please Print Clearly

Meeting Date: 04 NOV 13

Rezoning Quasi-judicial Hearing

Rezoning Case #: E-2013-20

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

         In Favor X Against

\*Name: TANYA DEGRUCCIO

\*Address: 12530 LILLIAN HWY \*City, State, Zip: PENSACOLA, FL 32506

Email Address: tanyasmith70@yahoo.com Phone: (850) 456-3744

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk \* are required.

Chamber Rules

1. All who wish to speak will be heard and granted uniform time to speak (normally 3 – 5 minutes).
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.





BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

Development Services Department  
3363 West Park Place, Pensacola, FL 32505  
(850) 595-3475 - Phone  
(850) 595-3481 - FAX  
www.myescambia.com

Escambia County Planning Board  
Public Hearing  
Speaker Request Form

Please Print Clearly

Meeting Date: Nov 4 2013

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-20

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

\_\_\_\_\_ In Favor \_\_\_\_\_ Against

\*Name: Bobby G Reynolds + Sally Reynolds

\*Address: 12511 Lillian Ave \*City, State, Zip: PENSACOLA, FL, 32506

Email Address: reyn2290@bellsouth.net Phone: 850 456-5595

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk \* are required.

Chamber Rules

1. All who wish to speak will be heard and granted uniform time to speak (normally 3 – 5 minutes).
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.



# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>Tate - Timothy James</i>		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>Escambia County Planning &amp; Zoning Board</i>	
MAILING ADDRESS <i>8400 Dnese Ln</i>		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY <i>Pensacola</i>	COUNTY <i>Escambia</i>	<input type="checkbox"/> CITY <input checked="" type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED		NAME OF POLITICAL SUBDIVISION:	
		MY POSITION IS: <input type="checkbox"/> ELECTIVE <input checked="" type="checkbox"/> APPOINTEE	

## 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 or 163.357, 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, Timothy Tate, hereby disclose that on November 4, 20 13:

(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 Pensacola Christian College, Inc, by whom I am retained; or
- ☐ inured to the special gain or loss of \_\_\_\_\_, 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:

November 4, 2013  
Date Filed

Timothy J. Tate  
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.

October 31, 2013

To: Development Services Department

From: Bobby Gene Reynolds Sr. and Sally Lynn Reynolds  
Husband and Wife  
Owners of Property

The overall purpose of this letter, is to use our property as "R-6".

We did try to rezone our property to C-1, however, it was voted down.

Due to the fact that the neighbors did not want our property rezoned from R-4 to C-1.

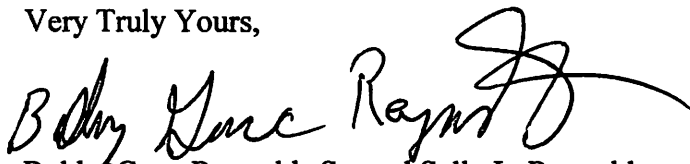
The intent of this request is to upgrade our property from **R-4** to **R-6**. As you are aware of the area has grown on the south side of Lillian Highway. My wife Sally Reynolds has lived on this property since 1955, we together have owned this property when we purchased the home and property since 1968. We have seen many changes in land development, such as, 2 blocks from us, there is a Liquor Store, Bar, Grocery Store, Fast food Restaurant, "Hardees", Thom Thumb Store and gas station, Around the corner from us, is the South West Sports Complex, which includes many sports soccer, baseball, football, and many other sports. Next door to us is a Building Contractor Office.

On the west side of Bronson Field Dr., there is a large parcel of property, that we have been told, that is owned by Pensacola Christian College and maybe could build a second college.

Please, pass the usage of our property to **R-6** as we feel that we meet all of the rezoning criteria.

Thank you for your time and consideration.

Very Truly Yours,



Bobby Gene Reynolds Sr. and Sally L. Reynolds  
12511 Lillian Highway  
Pensacola, Florida, 32506

**Property Reference No. : 02-2S-32 -6000-005-002**



Exhibit C









## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-5308**

**Growth Management Report 12. 2.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 12/05/2013

**Issue:** 5:45 p.m. - A Public Hearing to Amend 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 take the following action concerning adoption of an Ordinance amending the Official Zoning Map:

A. Ratify the scheduling and advertising of the 5:45 p.m. Public Hearing on December 5, 2013; and

B. Adopt an Ordinance to amend the Official Zoning Map to include the Rezoning Case heard by the Planning Board on November 4, 2013, and approved during the previous agenda item, and to provide for severability, inclusion in the Code, and an effective date.

Proper notices were sent and the meetings were properly advertised and thus complying with all the required procedures.

#### **BACKGROUND:**

Rezoning Case Z-2013-20 was heard by the Planning Board on November 4, 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.

<b>Case No.:</b>	<b>Z-2013-20</b>
Address:	12511 Lillian Highway
Property Reference No.:	02-2S-32-6000-005-002
Property Size:	3.26 (+/-) acres
From:	R-4, Multiple-Family District, (cumulative) Medium High Density (18 du/acre)
To:	R-6, Neighborhood Commercial and Residential District, (cumulative) High Density (25 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban

**Section 2. Severability.**

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

**Section 3. Inclusion in Code.**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2012); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered

and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 4. Effective Date.**

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

**DONE AND ENACTED** by the Board of County Commissioners of

Escambia County Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

\_\_\_\_\_  
**Lumon J. May, Chairman**

**ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT**

\_\_\_\_\_  
**Deputy Clerk**

**(SEAL)**

**ENACTED:**

**FILED WITH DEPARTMENT OF STATE:**

**EFFECTIVE DATE:**



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-5292**

**Growth Management Report 12. 3.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 12/05/2013

**Issue:** 5:46 p.m. - A Public Hearing Deleting References to Repealed Provisions of the 2020 Comprehensive Plan from the LDC

**From:** Horace Jones, Interim Department Director

**Organization:** Development Services

---

#### **RECOMMENDATION:**

5:46 p.m. - A Public Hearing Concerning Deleting References to Repealed Provisions of the 2020 Comprehensive Plan from the LDC

That the Board take the following action concerning an Ordinance deleting references to repealed provision of the 2020 Comprehensive Plan from the Escambia County Land Development Code (LDC):

- A. Ratify the scheduling and advertising of the 5:46 p.m Public Hearing on December 5, 2013; and
- B. Review and adopt an Ordinance amending the Land Development Code, deleting references to repealed provisions of Florida Statutes, Florida Administrative Code, and the Escambia County Comprehensive Plan.

At the November 4, 2013 Planning Board Meeting, the Board recommended approval.

Proper notices were sent and the meetings were properly advertised and thus complying with all the required procedures.

#### **BACKGROUND:**

The Board of County Commissioners adopted the Escambia County Comprehensive Plan: 2030 on January 20, 2011. The Land Development Code currently references the Comprehensive Plan: 2020 to repealed provisions of Florida Statutes, Florida Administrative Code, provisions regarding Administrative Interpretations of land use categories, and requirements for monitoring development of rural and suburban subdivisions. The County finds it necessary to update the LDC with the current references of the Comprehensive Plan: 2030.

#### **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**

Ordinance Clean Copy

---

---

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Comp Plan References in LDC - Draft 3A

Date: 10/9/13

Date due for placement on agenda: PB 11-04-13

Requested by Allyson Cain

Phone Number: \_\_\_\_\_

.....

(LEGAL DEPARTMENT USE ONLY)

Legal Review by 

Date Received: Oct. 9, 2013

☒ 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; DELETING REFERENCES TO REPEALED PROVISIONS OF FLORIDA STATUTES, FLORIDA ADMINISTRATIVE CODE, AND THE ESCAMBIA COUNTY COMPREHENSIVE PLAN; UPDATING REFERENCES TO THE CURRENT ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030; DELETING PROVISIONS REGARDING ADMINISTRATIVE INTERPRETATIONS OF LAND USE CATEGORIES ON THE FUTURE LAND USE MAP; DELETING RESTRICTIONS ON AMENDMENTS TO THE COMPREHENSIVE PLAN; DELETING REQUIREMENTS FOR MONITORING DEVELOPMENT OF RURAL AND SUBURBAN SUBDIVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND 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 Land Development Code to be consistent with all references to specific policies in the Comprehensive Plan 2030;

**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 is hereby amended as shown in the attached Exhibit A (additions are underlined and deletions are ~~struck through~~):

**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.

**Section 4. Effective Date.**

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

**DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

By: \_\_\_\_\_  
**Lumon J. May, Chairman**

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

By: \_\_\_\_\_  
**Deputy Clerk**

**(SEAL)**

**ENACTED:**

**FILED WITH THE DEPARTMENT OF STATE:**

**EFFECTIVE DATE:**

## **2.02.00. Permits required.**

Notwithstanding the issuance of a development order, no development may commence without a valid Escambia County permit, including but not limited to, building permits, land and tree management permits, utility permits whenever crossing under (cutting, boring or tubing of a road or street by any means) county dedicated roads or streets, land use certificates, construction in right-of-way permits, etc., that are issued by the various departments of the public works and land management agency (also, see sections 4.01.02 and 4.06.02).

- A. Land use certificate. No building permit may be issued (see section 4.03.06) without a development order having been issued by the development review committee (DRC) or a land use certificate having been issued by the director of planning and zoning or his designee.
- B. This land use certificate shall be obtained from either the development services division "one stop development desk" or through the development review committee process. See, section 12.16.01 relative to the assessment of environmentally sensitive lands.
- C. In the case of projects on Pensacola Beach, any such permit request must first be approved by the general manager (or designee thereof) of the Santa Rosa Island Authority.

In addition, the department shall regularly maintain information regarding the level of development activity by FLUM category on Perdido Key and Pensacola Beach, so as to monitor the progress in achieving the provisions of Comprehensive Plan policy ~~7.A.4.9~~ FLU 1.3.1. Note: No permit will be issued if such permit would cause any threshold or requirement established by policy ~~7.A.4.9~~ FLU 1.3.1 to be exceeded or violated.

**2.05.03. Conditional uses.** The BOA is authorized to conduct a quasi-judicial public hearing to hear and decide conditional uses to the terms of this Code. The BOA is authorized to grant conditional uses in appropriate cases and with appropriate safeguards but only as specifically authorized by this Code and which results in the use of a premises for a purpose not otherwise permitted within the zoning district in which said premises is located, as set forth in section 7.14.01.E. During its deliberations, the BOA may interpret specific provisions of this Code whenever it finds sufficient facts to demonstrate to its satisfaction that such conditional use, if granted, would be substantially in harmony with the general purpose and intent of this Code. No conditional uses shall be authorized under this provision unless the BOA finds that all of the following criteria are met:

- A. *Application required.* Prior to fixing a public hearing to consider any conditional use, a complete written application must be submitted to the planning and zoning department on forms provided by the department. The application must indicate the section of this Code under which the conditional use is sought and state the grounds on which it is requested.
- B. *Public hearing.* A quasi-judicial public hearing shall be held by the BOA on all applications requesting a conditional use. The public notice requirements described herein shall apply.
- C. *Findings required.* Before any conditional use is approved or approved with conditions, the BOA shall make written findings, based on competent substantial evidence, certifying compliance with specific rules governing such individual conditional uses, and that satisfactory provisions and/or arrangements have been made concerning the following, where applicable:

1. *On-site circulation.* Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, on-site parking and loading, and access in case of fire or catastrophe.
2. *Nuisance.* Any adverse impact such as noise, glare, smoke, odor or other harmful effects (electrical interference, hazardous materials, etc.) of the conditional use on adjoining properties and properties generally in the district.
3. *Solid waste.* Refuse and service areas with particular reference to concurrency requirements and items 1 and 2 above.
4. *Utilities.* Utilities with reference to concurrency requirements, location, availability and compatibility with surrounding land uses.
5. *Buffers.* The buffer may be a landscaped natural barrier, a natural barrier or a landscaped or natural barrier supplemented with fencing or other manmade barriers, so long as the function of the buffer and the intent of policy ~~7.A.3.7~~ FLU 1.1.9 of the Comprehensive Plan are fulfilled.
6. *Signs.* Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district.
7. *Environmental impact.* Impacts to protected trees, wetlands, waterbodies, stormwater management or other natural features of the subject parcel.
8. *Neighborhood impact.* General compatibility with adjacent properties and other property in the immediate area.
9. *Other requirements of code.* The proposed conditional use is consistent with all other relevant provisions of this Code.

~~2.07.02. Administrative interpretations.~~ This section implements section 7.09 of chapter 7 of the Escambia County Comprehensive Plan, which contains rules for interpreting land use categories on the future land use map.

~~A. The director of the department of planning and zoning may interpret the land use categories on the future land use map (FLUM) in the following limited circumstances:~~

- ~~1. When questions arise as to the future land use category of a particular parcel, which is located at or near the boundary of two or more future land use categories, the director may determine the future land use category to apply to the property that is consistent with contiguous conforming uses that surround the subject parcel, within 500 feet.~~
- ~~2. When questions arise as to the future land use category of a particular parcel, when boundary lines do not follow property lines, section lines, manmade improvements or other readily identifiable physical features, the director may consider that boundary to coincide with the natural or manmade feature or boundary located proximate to the boundary shown on the future land use map. Such boundaries may include, but are not limited to, rivers, streams, property boundaries, zoning lines, section lines, roads, and railroads.~~

~~B. Any and all available planning techniques and tools may be used to determine the distance in 1., above, and the boundary in 2., above. These include, but are not limited to, use of architectural and engineering measuring scales, aerial photo maps, soil maps, zoning maps, existing land uses, and compatibility with surrounding land uses.~~

~~C. The interpretation (area of expansion) shall apply to areas no greater than ten acres in size and shall be a one time occurrence.~~

~~D. The uses allowed shall be compatible with those surrounding uses and shall be those which are allowed by the zoning district.~~

~~E. This section is not intended to amend the FLUM without compliance with the applicable state law and county ordinance. Any change in the designation of a FLUM category shall require a Comprehensive Plan amendment.~~

**2.09.00. Comprehensive plan amendments.** Pursuant to Florida law, the Escambia County Comprehensive Plan may be amended ~~only two times per~~ any time in a calendar year. ~~However, several amendments may be accomplished during each of the twice yearly opportunities.~~

**2.09.02. Procedures.** Applications for Comprehensive Plan amendments shall be made on forms provided by the department of planning and zoning. Applications must be submitted at least 30 days in advance of the first scheduled public hearing to consider Comprehensive Plan amendments.

*A. Local planning agency consideration.* The Escambia County Planning Board serves as the local planning agency. Prior to any plan amendment being proposed or adopted by the BCC, the LPA shall conduct a public hearing and promulgate recommendations on each plan amendment so considered.

*B. Board of county commissioners action.* Upon receipt of the LPA recommendation, the BCC may propose Comprehensive Plan amendments and develop such amendments with the requisite data and analysis pursuant to F.S. § 163.3184, ~~and pursuant to relevant Florida Administrative Code provisions (i.e., F.A.C. ch. 9J-11).~~

*C. ~~Department of community affairs~~ Florida Department of Economic Opportunity (DEO) review.* Pursuant to Florida Statutes, the BCC will transmit proposed plan amendments to the ~~Florida Department of Community Affairs (DCA)~~ DEO to allow opportunity for review and comment prior to adopting said amendments. Upon receipt of ~~DCA~~ DEO comments, if any, on proposed amendments, the BCC may proceed with the adoption process as defined in F.S. § 163.3184.

**2.09.04. ~~Exceptions to twice per calendar year limitation.~~** Pursuant to F.S. § 163.3184 and the administrative rules implementing said statute (i.e., F.A.C. ch. 9J-11), Small Scale amendments process. Small scale amendments can be proposed and adopted ~~without regard to the twice per calendar year limitation on the adoption of Comprehensive Plan amendments.~~ any time during the calendar year. The rule and statute provisions shall be followed if the LPA and BCC agree to propose and/or adopt a small scale amendment. Application for consideration for a small scale amendment shall be submitted pursuant to section 2.09.02 above.

~~A. Application required. Application for consideration for a small scale amendment shall be submitted pursuant to section 2.09.02 above.~~

~~B. Procedural considerations.~~ The state laws and rules governing small scale amendments provide several methods for a processing such amendments by local and state agencies. The decision as to which process, if any, to be used with any particular small scale amendment rests with the BCC. The LPA will recommend the most appropriate process and procedural path for each small scale amendment and such recommendation will be based upon input received from the applicant, county staff, reviewing agency personnel, or combination thereof.

**2.09.05. Responsibility for costs and expenses.** The applicant shall be responsible for any and all costs associated with the preparation of any plan amendment request. However, ultimate control of the request, including form and format, will be at the direction of the county government. The plan amendment requests must include the necessary data and analysis, supporting information, graphics products, narratives, reproduction and sufficient copies of reports, consistency analysis and the like. In addition, the applicant or his agent will be responsible for the preparation of any remedial reports or analyses which may be required by the county or the ~~DCA~~ DEO. Advertising the required public



hearings is included as an expense to the applicant, but meeting space, utilities, staff attendance and routine overhead are not the responsibility of the applicant.

(Ord. No. 2005-45, § 1, 10-6-2005)

#### *2.12.03. Term of office; removal from office and vacancies.*

A. Each member of the planning board shall be appointed to serve for a period of four years, concurrent with the term of office of their appointing county commissioner, or thereafter until his or her successor is appointed, and each appointment shall be made to ensure staggered terms, except in the case of the two "at large" members who shall serve two-year staggered terms. The nonvoting school board member shall serve until he or she resigns or is removed by the district school board. The nonvoting military member shall serve until replaced by agreement of the commanding officers of NAS Pensacola and NAS Whiting Field (see Comprehensive Plan Policy ~~7.A.9.8~~ MOB 4.2.3).

B. Any member of the planning board may be removed from office during his/her term by the appointing BCC member. In the case of the two "at large" members, any member may be removed by a majority vote of the BCC. The planning board chair shall notify the BCC in writing whenever a planning board member has missed four meetings within a 12-month period and outline the reasons for the absences. The BCC shall then remove and replace said member if the absences were not beyond the control of the appointee. The school board may remove for any reason or at any time the nonvoting member appointed by the school board. Any vacancy occurring during the unexpired term of office of any voting member, or a vacancy of the nonvoting member, shall be filled as set forth in section 2.12.02 for the balance of the term.

#### *3.02.00. Terms defined*

*Parks and recreation facilities.* Pursuant to Policy ~~12.A.4.7~~ REC 1.3.3 of the Comprehensive Plan, areas in Escambia County open to or available for use by the general public for recreation, amusement, relaxation, play or other activity or passive leisure time activities. These include any dedicated or functioning parks and those public parks and/or recreation facilities operated or maintained by Escambia County, a list of which is maintained by the Escambia County Parks and Recreation Department.

#### *4.01.02. Permits and prohibitions*

A. *Permit required.* No construction or land disturbing activity may be commenced without a valid Escambia County permit. Among others, land disturbing permits, building permits, development orders and/or land use certificates are issued by the county.

B. *Land use certificate.* No building permit may be issued (see section 4.03.06 of this article) without a development order or land use certificate having been issued by the director, or his designee.

C. *Existing lots.* Any isolated existing valid lot not part of recorded or unrecorded subdivision may have a house permitted on it regardless of the condition or legal status of the access road. See section 4.01.03.

D. *Creation of a new lot.* The creation of a new lot (not otherwise subject to the subdivision provisions of this article) must meet the minimum lot width requirements of article 6 and front on a street that meets the definition of street in article 3 except that it does not have to be paved.

E. *Lots donated to family members.* Such lots donated in accordance with subsections 4.01.03.D and E shall meet the minimum lot size and density standard of the zoning district or be at least one acre in size, whichever is less.

F. *Dwelling unit caps.* No permit may be issued if development pursuant to such permit would cause any threshold or requirement in comprehensive plan policy ~~7.A.4.9- 1.3.1~~ to be exceeded or violated.

~~G. *Rural subdivision monitoring.* In areas categorized "agriculture," "rural residential" and "rural activity nodes" the number of new lots created by subdivision shall not exceed 150 percent of the average annual number of single-family residential units built in such areas in the ten years previous to the request for development approval of such subdivision(s). For the purposes of this section the department shall maintain data, in the aggregate, sufficient to determine the total number of permits issued during the preceding ten years and, at least annually, produce a report to be used to determine the number of new lots which can be created under this section. (Reference comprehensive plan policy 7.A.4.10.)~~

~~H. *Suburban subdivision monitoring.* Subdivision thresholds for the "low density residential" and "MU-6" FLUM categories are as established by comprehensive plan policy 7.A.4.10(B). The department shall maintain data on development in these categories as indicated in sub-part D above and compare same to the incremental thresholds indicated in Volume 1, Chapter 1, Table 1-7C, of the Foundation Document supporting the comprehensive plan. (Ordinance 93-20)~~

#### *4.06.05. Conformance with code and comprehensive plan required.*

A. Any building, structure or use shall be erected, altered, installed and/or maintained in full conformity with the provisions of this Code, with the site plan approved by the department and with the adopted comprehensive plan.

B. No site plan may be approved if development pursuant to such site plan would cause any threshold in comprehensive plan policy ~~7.A.4.9-FLU 1.3.1~~ to be exceeded.

#### **5.08.00. Exemptions.**

The concurrency review requirements of this article shall not apply to the following:

A. Development permits or orders for projects which have a valid, unexpired certificate of concurrency.

B. Applications for permits or approvals that do not constitute "development" as defined in article 3.

C. Applications for approval of de minimis developments as defined in article 3. See section 5.12.03 for de minimis determination criteria.

D. The application for approval of construction of a single-family home, addition thereto or accessory structure or placement of a single mobile home on a lot in an existing or approved subdivision or on a lot of record (as herein defined) for single-family residential purposes. Except as prohibited in paragraph F., below, in accordance with F.S. § 163.3180(6), the impact of a single-family home on an existing lot will constitute a de minimis impact on all roadways regardless of the level of deficiency of the roadway.

E. Internal renovations to a building or structure when such internal renovations are to accommodate the same general use.

F. To encourage redevelopment within county-designated redevelopment areas, the county shall consider requests for exemptions to traffic concurrency requirements in these areas, as provided in Florida Statutes. It is important that the concurrency management system files contain appropriate data and analyses that address estimated impacts on the effected road segments by redevelopment activities so that such activities may be

monitored for system-wide effects and considered in the capital improvements programming process for roadway improvements. The traffic concurrency exemptions set forth above in paragraphs C. and D., and in this paragraph F., will not be allowed for any development or redevelopment which affects any designated hurricane evacuation route, if the impact of such development would exceed the hurricane evacuation time established by ~~Objective 11.A.7~~ OBJ COA 1.3 of the Comprehensive Plan.

#### **5.14.00. Maintaining levels of service.**

In no case shall development, as defined in article 3, commence without a finding of concurrency which establishes that levels of service will not be degraded, unless degradation is allowed pursuant to a policy in the adopted comprehensive plan. No development orders will be issued for any development which affects any designated hurricane evacuation route unless the impact of the development on the hurricane evacuation time for affected evacuation routes is within the standard established by ~~Objective 11.A.7~~ OBJ COA 1.3 [of the Comprehensive Plan].

*6.00.02. General legislative intent of commercial districts.* The commercial districts established in this section (C-1, C-1PK, C-2, GBD, WMU, and commercial portions of GMD, VM-1, VM-2 and PUD/PUD-PK districts) are designed to promote and protect the health, safety, convenience, order, prosperity and other aspects of the general welfare. The general goals include:

- A. To provide sufficient space, in locations accessible to residential areas, for local retail services and trades catering specifically to the recurring shopping needs of the occupants of nearby residences.
- B. To protect both retail and service developments and nearby residences against flood, fire, explosion, toxic and noxious matter, radiation and other hazards, and against offensive noise, vibration, smoke, dust and other particulate matter, odorous matter, glare, and other objectionable influences.
- C. To protect both retail and service developments and nearby residences against congestion, by regulating the intensity of retail and service developments consistent with their marketing functions, preserving open space and access to light and air, by providing for adequate traffic circulation, by providing for off-street parking and loading facilities and regulating the height of buildings and other structures.
- D. To provide sufficient and appropriate commercial space to meet the needs of the county's existing and future populations and to encourage planned commercial development concentrated in regional, community and local commercial centers with adequate areas for vehicular and pedestrian circulation, open space and landscaped areas and adequate surface drainage and enhance scenic quality.
- E. To provide sufficient space in appropriate locations for commercial districts which satisfy specific needs of the county for medical services, offices, highway oriented goods and services, and other commercial trades and services.
- F. To provide sufficient space in appropriate locations for the mixture of high density residential and restricted commercial developments with standards for development which provide protection to existing, compatible land uses.
- G. To provide appropriate space for various commercial activities within a compatible environment in accordance with the Comprehensive Plan, to promote a viable economic base within the county, to protect the character of the districts and their suitability for particular uses so as to conserve the value of land and buildings and to protect the county's present and future tax revenues and to achieve the objectives of the Comprehensive Plan including, but not limited to, objective ~~7.A.4~~ FLU 1.3.1 and policies thereunder (i.e., ~~7.A.4.13~~ FLU 1.1.10) and Policy ~~8.A.1.13~~ FLU 1.1.10 and LDC section 7.20.00.

*6.00.03. General legislative intent of industrial districts.*

The industrial districts established in this section (ID-CP, ID-1, ID-2, and GID) are designed to promote and protect the health, safety, convenience, order, prosperity and other aspects of the general welfare. The general goals include:

- A. To provide sufficient space in appropriate locations to meet the needs of the area's economic and employment base, and the expansion thereof, and for all types of distributive, assembly, production and other industrial and related activities.
- B. To provide for compatibility between industrial uses and residential uses and other related activities by providing for the separation of these uses, and to ensure that appropriate space needs for industrial activities are available by discouraging the use of such space for residential purposes.
- C. To permit industrial development which is reasonably free from danger of fire, explosions, toxic and noxious matter, radiation, smoke, dust or other particulate matter, and other hazards from offensive noise, vibration, odorous matter, glare and other objectionable influences, by regulating the emission of such nuisances, through appropriate performance standards.
- D. To protect industrial activities and uses from undue congestion by limiting the bulk of buildings and by requiring off-street parking, open space, buffer strips and other appropriate site development standards.
- E. To promote the most desirable, efficient and appropriate use of land, to promote stability of industrial and related development, to strengthen the economic base of the county, to protect the character of these districts and their peculiar suitability for particular uses, to conserve the value of land and buildings, and to protect the interests of the county and its current and future residents and to achieve the objectives of the Comprehensive Plan including, but not limited to, ~~objective 7.A.4~~ Chapter 7, Future Land Use Categories and policies thereunder (i.e., ~~7.A.4.13~~ FLU 1.1.10 ) and LDC section 7.20.00.

*6.05.01. AG agricultural district, low density.*

- A. *Intent and purpose of district.* This district is intended to identify those areas used primarily for farming, and/or the raising of livestock, and silviculture. A primary purpose of this district is to provide for the continuation and expansion of viable agricultural activities within the county by providing for compatibility among permitted uses and by preserving open spaces through low district-wide residential densities. The maximum density is 1.5 acres per dwelling unit. Refer to article 11 for uses, heights and densities allowed in AG - agricultural areas located in the Airport/Airfield Environs.
- B. *Permitted uses.*
  - 1. Agricultural, farm animals and agricultural-related activities and customary accessory buildings.
  - 2. Silviculture.
  - 3. Mariculture and aquaculture.
  - 4. Single-family residences.
  - 5. Campground and recreational vehicle parks.
  - 6. Public utility.
  - 7. Stables, private and public.
  - 8. Animal hospitals, clinics and kennels.
  - 9. Display and sale of fruit, vegetables and similar agricultural products.
  - 10. Mobile homes as a single-family dwelling, subject to the other relevant provisions of this Code.

11. Places of worship.
12. Educational facilities.
13. Clubs and lodges.
14. Guest residences.
15. Public utility and service structures not included in subparts C. or D., below.
16. Feed and farm equipment stores.
17. Other rural area related commercial uses meeting the locational requirements of Comprehensive Plan Policy ~~8.A.1.11-FLU 1.1.10~~.
18. Golf courses, tennis centers, swimming clubs, and customary attendant facilities and accessory buildings.
19. Commercial communication towers 150 feet or less in height.
20. Family day care homes and family foster homes.
21. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
- [22. Reserved]
23. Hunting preserves, shooting ranges, gun and rifle clubs, etc.
24. Public parks and recreation facilities

*6.05.03. AMU-1 airfield mixed use-1 district (noncumulative).*

*A. Intent and purpose of district.* The airfield mixed-use-1 district allows a compatible mix of certain types of commercial uses and single-family residential uses within the airfield influence planning district-1 (AIPD-1). The intent is to give a commercial option to property owners without the accompanying high residential densities allowed in the cumulative commercial districts. Buffering and landscaping/site requirements are more stringent than normal to protect residential uses from possible negative impacts if near commercial development. Additionally, the type of commercial use is limited to correspond to military recommendations and article 11 requirements.

All commercial development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies ~~y 7.A.4.13 and 8.A.1.13~~ FLU 1.1.10) and article 7.

While the intent is for this zoning district to apply primarily to the AIPD-1 overlay areas, it can also be utilized in other unincorporated areas of Escambia County in which it is compatible with the future land use category with a maximum density of three d.u./acre. Maximum density is commensurate with the density specified in the accident potential zone (APZ) or AIPD area in which the site is located. (See adopted maps.)

All lots of record as of August 21, 2001, are allowed one single-family residence regardless of density limitations.

The following densities shall apply in airfield mixed use-1:

1. *NAS Pensacola*

TABLE INSET:

a.	CZ (Clear Zone)	0 d.u./acre
b.	AIPD-1 Area "A"	0 d.u./acre
c.	APZ-1 (NASP)	0 d.u./acre (off the end of the runway)
d.	APZ-1 (All others)	1 d.u./2.5 acres



e.	APZ-2 (NASP)	2 d.u./acre (off the end of the runway)
f.	APZ-2 (All others)	3 d.u./acre
g.	AIPD-1 Area "B"	3 d.u./acre

## 2. *NOLF Saufley*

TABLE INSET:

a.	Clear Zones (CZ)	0 d.u./acre
b.	APZ-1	1 d.u./2.5 acres
c.	APZ-2	3 d.u./acre
d.	AIPD-1 Area "B"	3 d.u./acre

## 3. *NOLF Site 8*

TABLE INSET:

a.	AIPD-1 Area "B"	3 d.u./acre
----	-----------------	-------------

## B. *Permitted uses.*

### 1. Single-family residential house.

2. Mobile homes are allowed as single-family dwellings, subject to the other relevant provisions of this Code. No mobile home parks allowed.

3. The growing of vegetables or other food crops for personal consumption by the residents (in all APZ areas plus Area "A" and Area "B").

4. Automobile service stations (no outside storage, minor repair only) (floor area ratio (FAR) 0.14 in APZ-1 and 0.28 in APZ-2).

5. Bicycle sales and mechanical services (no outside storage) (FAR 0.11 in APZ-1 and 0.22 in APZ-2).

6. Appliance repair shops (no outside storage or work permitted) (FAR 0.11 in APZ-1 and 0.22 in APZ-2).

7. Contract construction services (FAR 0.11 in APZ-1 and 0.22 in APZ-2).

8. Public utility and service structures (APZ-1, APZ-2 and Area "B").

9. Professional offices as listed are allowed in APZ-2 and Area "B" only (FAR 0.22):

a. Architects, engineers, lawyers.

b. Tax consultants, accountants.

c. Real estate, insurance offices and finance.

10. Neighborhood retail sales and services listed below, in APZ-2. Gross floor area of building not to exceed 6,000 square feet. No permanent outside storage allowed (FAR 0.22).

a. Food and drugstores (FAR 0.24).

- b. Personal service shops (FAR 0.22).
- c. Clothing and dry goods store (FAR 0.28).
- d. Specialty shops (FAR 0.22).
- e. Bakeries whose products are made and sold at retail on the premises (FAR 0.24).
- f. Florists shops provided that products are displayed and sold wholly within an enclosed building (FAR 0.22).
- g. Small shopping centers 65,000 square feet or less (FAR 0.22).

11. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).

*C. Conditional uses.*

1. Recreational activities, including golf courses, riding stables, water recreation, parks, and other cultural, entertainment and recreation. Accompanying accessory structures shall have a FAR 0.11 in APZ-1 and Area "A" and 0.22 in APZ-2 and Area "B". Facilities such as, meeting places, auditoriums, large classes, etc. are not allowed. Clubhouses are permitted if they meet the FAR above or house no more than 25 people per acre, whichever is less. This type of facility must meet the following criteria to be approved as a conditional use:

- a. Enclosed structures shall have a capacity of not more than 25 people per acre.
- b. Sites shall be located within the more highly accessible portions of residential districts or an access road shall be constructed specifically to serve the project, thereby discouraging additional traffic along residential streets.
- c. The proposed use shall not increase traffic on local residential streets in the impacted area in excess of established LOS standards.
- d. Development features shall be so located and related as to minimize the possibility of any adverse effects upon adjacent properties, including noise.
- e. The minimum number of off-street parking spaces to be provided shall be as required in section 7.02.00 of this Code.

2. Solid waste transfer stations, collection points, and/or processing facilities.

*D. Prohibited uses.*

- 1. Mobile home parks.
- 2. Any use that concentrates more than 25 people per acre in a structure is prohibited in all areas of AIPD-1. This includes, but is not limited to schools, churches, hospitals, meeting places, auditoriums, theaters, health clubs, large retail stores, hotels, motels and similar facilities. (See article 11, section 11.01.00.E.1.)
- 3. Day care facilities, for either children or adults.
- 4. Any use that results in the clustering of allowable residential units, except in AIPD-1 Area B.
- 5. Borrow pits, landfills, junkyards, salvage yards, and waste tire processing facilities.

E. *Off-street parking requirements.* See section 7.02.00.

F. *Residential site and building standards.*

1. *Lot size.* Lot size is absolute in AIPD-1 and AIPD-1, Area A. That is, the lot size is the inverse of the density allowed. For example, if two d.u./acre are allowed, the minimum lot size equals one-half acre; three d.u./acre equals one-third acre minimum lot size, etc. (See article 11, Density Limitations). There is no minimum lot size for new subdivisions in AIPD-1, Area B, but development must meet the overall density requirement of three d.u./acre.
2. *Lot width.* Minimum lot width for a single-family dwelling measured at the front building line shall be 70 feet and at the street right-of-way, 50 feet. Every cul-de-sac lot shall have a minimum of 20 feet at the street right-of-way.
3. *Front yard.* There shall be a front yard having a depth of not less than 25 feet provided that in blocks where 50 percent or more of the lots are developed, the front yard required shall be the average setback of the dwellings already constructed.
4. *Rear yard.* The minimum residential rear yard shall not be less than 25 feet in depth. On property abutting estuarine, riverine or creek systems, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision of the Code (article 7) or 30 feet, whichever is greater.
5. *Side yard.* The minimum side yard on each side shall be ten percent of the lot width measured at the front building line but need not exceed 15 feet on each side; however, required side yards shall not be less than five feet on each side. On property abutting estuarine, riverine or creek systems, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision of the Code (article 7) or 30 feet, whichever is greater.
6. *Structure height.* No structure shall exceed 35 feet above ground level.

G. *Commercial site and building standards.*

1. *Lot coverage.* The pervious area shall be at least 25 percent of the total lot (75 percent maximum impervious cover ratio). There is no minimum lot size for commercial development.

2. *Setbacks.*

Front: 20 feet.

Rear: 15 feet.

Side yard: Ten percent of the lot width measured at the front building line but need not exceed 15 feet on each side; however, required side yards shall not be less than five feet on each side, in addition to buffering requirements. Site development is regulated by article 7, Performance Standards, with changes as noted below.

H. *Landscaping.* See section 7.01.00.

I. *Signs.* See article 8.

J. *Buffering and screening standards.* See section 7.01.06.

1. Buffering and screening are required between any commercial use and any residential or agricultural use.
2. Property owners requesting a rezoning to AMU-1 to allow commercial development shall be responsible for providing and maintaining the buffer. Buffers shall be constructed to the following standards:

- a. Between residential and commercial: Minimum of 15 feet width with B-2 plant material standards (see section 7.01.06.F) and opaque fencing.
- b. Between agricultural and commercial: Minimum ten foot width with A-1 plant material standards (see section 7.01.06.F).

K. *Buffers for exterior lighting.* Exterior lighting shall be buffered in a manner that prevents annoyance from brightness and glare. This may be in the form of a shield on the light, an opaque fence of sufficient height to block the light, or vegetation high and thick enough to prevent bright and glaring lights from intruding on adjacent residential areas.

L. *Structure height.* Refer to section 11.04.00, Airport/Airfield Height Limitations, for pertinent regulations.

M. *Locational criteria.* See article 7 and Comprehensive Plan ~~Policies 7.A.4.13 and 8.A.1.13~~ policy FLU 1.1.10.

#### 6.05.04. AMU-2 airfield mixed use-2 district (cumulative to AMU-1 only).

A. *Intent and purpose of district.* The airfield mixed use-2 district allows a combination of certain commercial uses and residential development within the airfield influence planning district-2 (AIPD-2). The intent and purpose of the AMU-2 district is two-fold: 1) to allow property owners with zoning that allows less density to up-zone to the three d.u./acre limit and 2) to give property owners a commercial-use option without the high cumulative residential density in the existing commercial districts. While the intent is for this zoning district to apply primarily to the AIPD-2 overlay areas, it can also be utilized in other unincorporated areas of Escambia County in which it is compatible with the future land use category, except AIPD-1. Density in the AMU-2 zoning district is limited to three dwelling units per acre.

All commercial development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (~~Policies 7.A.4.13 and 8.A.1.13~~ FLU 1.1.10) and in article 7.

#### B. *Permitted uses.*

1. All uses permitted in AMU-1.
2. Two-family or three-family structures, providing the overall density of three d.u./acre is not exceeded.
3. Medical and dental clinics, including those permitted in AMU-1.
4. Other professional offices of similar type and character as those listed in the previous district.
5. Neighborhood retail sales and services in addition to those listed in previous district.
  - a. Health clubs, spa and exercise centers.
  - b. Studios for the arts.
  - c. Martial arts studios.
  - d. Other retail/service uses of similar type and character of those listed herein.
6. Laundromats and dry cleaners.
7. Restaurants.
8. Recreational activities, including golf courses, riding stables, water recreation, parks and other cultural, entertainment and recreation.
9. Places of worship and educational facilities/institutions.

10. Child care centers.
11. Mini-warehouses, including RV and boat storage, with adequate buffering from residential uses (see buffering requirements below). No ancillary truck rental service or facility allowed without conditional use approval.
12. Automobile service stations (no outside storage, minor repair only).
13. Appliance repair shops (no outside storage or work permitted).
14. Public utility and service structures.
15. Family day care homes and family foster homes.

C. *Conditional uses.*

1. Mobile home parks.
2. Zero lot line development. Must meet overall density of three d.u./acre.
3. Commercial communication towers. See article 11, Airport/Airfield Height Limitations and article 7, Commercial Communication Towers, for regulations concerning communication towers. No variance to height or to distance from residential zoning or residential buildings is permitted.
4. Solid waste transfer stations, collection points, and/or processing facilities.

D. *Prohibited uses.*

1. Uses expected to produce excessive noise, vibration, dust, fumes, smoke, pollution or glare.
2. Borrow pits, landfills, junkyards, salvage yards, and waste tire processing facilities.

E. *Off-street parking requirements.* See section 7.02.00.

F. *Residential site and building standards.*

1. *Lot size.* There is no minimum lot size in AMU-2, but development must meet the overall density requirement of three d.u./acre.
2. *Lot width.* Minimum lot width for a single-family dwelling measured at the front building line shall be 70 feet and at the street right-of-way, 50 feet. Every cul-de-sac lot shall have a minimum of 20 feet at the street right-of-way.
3. *Front yard.* There shall be a front yard having a depth of not less than 25 feet provided that in blocks where 50 percent or more of the lots are developed, the front yard required shall be the average setback of the dwellings already constructed.
4. *Rear yard.* The minimum residential rear yard shall not be less than 25 feet in depth. On property abutting estuarine, riverine or creek systems, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision of the Code (Article 7) or 30 feet, whichever is greater.
5. *Side yard.* The minimum side yard on each side shall be ten percent of the lot width measured at the front building line but need not exceed 15 feet on each side; however, required side yards shall not be less than five feet on each side. On property abutting estuarine, riverine or creek systems, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision of the Code (Article 7) or 30 feet, whichever is greater.
6. *Structure height.* No structure shall exceed 35 feet above ground level.



G. *Commercial site and building standards.*

1. *Lot coverage.* The pervious area shall be at least 25 percent of the total lot (75 percent maximum impervious cover ratio). There is no minimum lot size for commercial development.

2. *Setbacks.*

*Front:* 20 feet.

*Rear:* 15 feet.

*Side yard:* Ten percent of the lot width measured at the front building line but need not exceed 15 feet on each side; however, required side yards shall not be less than five feet on each side, in addition to buffering requirements. Site development is regulated by article 7, Performance Standards.

H. *Landscaping.* See section 7.01.00.

I. *Signs.* See article 8.

J. *Buffering and screening standards.* See section 7.01.06.

1. Buffering and screening standards are required between any commercial use and any residential or agricultural use. Buffers shall be constructed to the following standards:

a. Between residential and commercial: Minimum 15-foot width with B-2 plant material standards (see section 7.01.06.F) and fences shall be opaque.

b. Between agricultural and commercial: Minimum ten-foot width with A-1 plant material standards (see section 7.01.06.F).

2. Property owners requesting a rezoning to AMU-1 to allow commercial development shall be responsible for providing and maintaining the buffer.

K. *Buffers for exterior lighting.* Exterior lighting shall be buffered in a manner that prevents annoyance from brightness and glare. This may be in the form of a shield on the light, an opaque fence of sufficient height to block the light, or vegetation high and thick enough to prevent bright and glaring lights from intruding on adjacent residential areas.

L. *Structure height.* Refer to section 11.04.00, Airport/Airfield Height Limitations, for pertinent regulations.

M. *Locational criteria.* See article 7 and Comprehensive Plan ~~Policies 7.A.4.13 and 8.A.1.13~~, policy FLU 1.1.10.

6.05.06. *R-1PK residential district (Perdido Key), low density.*

A. *Intent and purpose of district.* This district is intended to be a low population density area. The maximum density is two dwelling units per acre. Refer to the Escambia, County Comprehensive Plan and latest amendments, specifically Policy ~~7.A.4.7.f.(4)~~, FLU 1.3.1, regarding dwelling and lodging unit caps on Perdido Key. Refer to article 11 for uses, heights and densities allowed in R-1PK areas located in the Airport/Airfield Environs.

6.05.08. *R-2PK residential district (Perdido Key), medium density.*

A. *Intent and purpose of district.* This district is intended to be a medium population density residential area that recognizes the desirability of maintaining open space. The maximum density is 4.5 dwelling units per acre. Refer to the Escambia, County Comprehensive Plan and latest amendments, specifically Policy ~~7.A.4.7.f.(4)~~, FLU 1.3.1,

regarding dwelling and lodging unit caps on Perdido Key. Refer to article 11 for uses, heights and densities allowed in R-1PK areas located in the Airport/Airfield Environs.

*6.05.10. R-3PK residential district (Perdido Key), high density.*

A. *Intent and purpose of district.* This district is intended to be primarily a high density residential area. Low intensity office use and service facilities are also permitted. The maximum density is 12 dwelling units per acre. Refer to the Escambia, County Comprehensive Plan and latest amendments, specifically Policy ~~7.A.4.7.f.(4)~~, FLU 1.3.1, regarding dwelling and lodging unit caps on Perdido Key. Refer to article 11 for uses, heights and densities allowed in R-3PK areas located in the Airport/Airfield Environs.

*6.05.11. R-4 multiple-family district, (cumulative) medium high density.*

A. *Intent and purpose of district.* This district is intended to provide for the development of medium high density residential uses and structures. This land use is designed to encourage the efficient use of land and maintain a buffer between lower density residential and business, commercial and industrial districts. The maximum density is 18 dwelling units per acre. Refer to article 11 for uses, heights and densities allowed in R-4, multiple-family areas located in the Airport/Airfield Environs. Refer to the overlay districts within section 6.07.00 for additional regulations imposed on individual parcels with R-3 zoning located in the RA-1(OL) Barrancas Redevelopment Area Overlay District.

B. *Permitted uses.*

1. Any use permitted in the R-3 district.
2. Multifamily dwellings. If in a Commercial Future Land Use Category, new residential uses are only permitted as part of a predominantly commercial development in accordance with Comprehensive Plan Policy ~~7.A.4.7.g.~~, FLU 1.3.1.
3. Boarding and lodging houses.
4. Community residential home.
5. Kindergartens, child care centers and foster care centers.
6. Nursing homes, retirement homes, convalescent homes, adult congregate living facilities, and similar uses, except in the Coastal High Hazard Area (CHHA) future land use categories.

*6.05.13. R-6 neighborhood commercial and residential district, (cumulative) high density.*

A. *Intent and purpose of district.* This district is intended to provide for a mixed use area of residential, office and professional, and certain types of neighborhood convenience shopping, retail sales and services which permit a reasonable use of property while preventing the development of blight or slum conditions. This district shall be established in areas where the intermixing of such uses has been the custom, where the future uses are uncertain and some redevelopment is probable. The maximum density is 25 dwelling units per acre, except in the low density residential (LDR) future land use category where the maximum density is 18 dwelling units per acre. Refer to article 11 for uses, heights and densities allowed in R-6, neighborhood commercial and residential areas located in the Airport/Airfield Environs. Refer to the overlay districts within section 6.07.00 for additional regulations imposed on individual parcels with R-6 zoning located in the Scenic Highway Overlay District, C-4(OL) Brownsville-Mobile Highway and "T" Street Commercial Overlay District, or RA-1(OL) Barrancas Redevelopment Area Overlay District.

All neighborhood commercial (R-6) development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (~~Policies 7.A.4.13 and 8.A.1.13~~ policy FLU 1.1.10) and in article 7.

B. *Permitted uses.*

1. Any use permitted in the R-5 district.
2. Retail sales and services (gross floor area of building not to exceed 6,000 square feet). No permanent outside storage allowed.
  - a. Food and drugstore, including convenience stores without gasoline sales.
  - b. Personal service shop.
  - c. Clothing and dry goods store.
  - d. Hardware, home furnishings and appliances.
  - e. Specialty shops.
  - f. Banks and financial institutions.
  - g. Bakeries, whose products are made and sold at retail on the premises.
  - h. Florists shops provided that products are displayed and sold wholly within an enclosed building.
  - i. Health clubs, spa and exercise centers.
  - j. Studio for the arts.
  - k. Martial arts studios.
  - l. Bicycle sales and mechanical services.
  - m. Other retail/service uses of similar type and character of those listed herein above.
3. Laundromats and dry cleaners (gross floor area not to exceed 4,000 square feet).
4. Restaurants.
5. Automobile service stations (no outside storage, minor repair only).
6. Appliance repair shops (no outside storage or work permitted).
7. Places of worship and educational facilities/institutions.
8. Fortune tellers, palm readers, psychics, etc.
9. Other uses which are similar or compatible to the uses permitted herein that would promote the intent and purposes of this district. Determination on other permitted uses shall be made by the planning board (LPA).
10. Mobile home subdivision or park.

*C. Conditional uses.*

1. Any conditional use allowed in the R-5 district.
2. Drive-through restaurants (fast food or drive-in, by whatever name known).
3. Any building exceeding 120 feet height.
4. Neighborhood commercial uses that do not exceed 35,000 square feet of floor area.
5. Automobile service operations, including indoor repair and restoration (not including painting), and sale of gasoline (and related service station products), gross floor area not to exceed 6,000 square feet. Outside repair and/or storage and automotive painting is prohibited.

6. Mini-warehouses meeting the following standards:

- a. One acre or less in size (building and accessory paved area);
- b. Three-foot hedge along any right-of-way line;
- c. Dead storage use only (outside storage of operable vehicles including cars, light trucks, RVs, boats, and similar items).
- d. No truck, utility trailer, and RV rental service or facility allowed, see C-2.

7. Radio broadcasting and telecasting stations, studios, and offices with satellite dishes and antennas. On-site towers are prohibited. (See section 6.08.02.L.)

8. Temporary structures. (See section 6.04.16)

9. Arcade amusement centers and bingo facilities.

D. *Off-street parking regulations.* See section 7.02.00.

E. *Site and building requirements.* Lot coverage, lot width, yard requirements and building height limitations (unless modified pursuant to subpart C above) are the same as the R-5 district.

F. *Landscaping.* See section 7.01.00.

G. *Signs.* See article 8.

H. *Locational criteria.* See article 7 and Comprehensive Plan Policies ~~7.A.4.13 and 8.A.1.13~~ policy FLU 1.1.10.

*6.05.14. C-1 retail commercial district (cumulative).*

A. *Intent and purpose of district.* This district is composed of lands and structures used primarily to provide for the retailing of commodities and the furnishing of selected services. The district provides for various commercial operations where all such operations are within the confines of the building and do not produce undesirable effects on nearby property. New residential uses located in a commercial FLU category are only permitted as part of a predominantly commercial development in accordance with Policy ~~7.A.4.7-g~~ FLU 1.3.1 of the Comprehensive Plan. The maximum density for residential uses is 25 dwelling units per acre, except in the Low Density Residential (LDR) future land use category where the maximum density is 18 dwelling units per acre. Refer to article 11 for uses, heights and densities allowed in C-1, retail commercial areas located in the Airport/Airfield Environs. Refer to the overlay districts within section 6.07.00 for additional regulations imposed on individual parcels with C-1 zoning located in the C-3(OL) Warrington Commercial Overlay District, Scenic Highway Overlay District, C-4(OL) Brownsville-Mobile Highway and "T" Street Commercial Overlay District, or RA-1(OL) Barrancas Redevelopment Area Overlay District.

All retail commercial (C-1) development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (~~Policies 7.A.4.13 and 8.A.1.13~~ policy FLU 1.1.10) and in article 7

B. *Permitted uses.*

1. Any use permitted in the R-6 district.
2. Places of worship, educational institutions or facilities.
3. Personal service establishments such as, but not limited to, banks, beauty parlors, medical and dental clinics, restaurants including on-premises consumption of alcohol, financial institutions, professional and other offices,

parking garages and lots, laundry and dry cleaning pickup stations, self-service coin-operated laundry and dry cleaning establishments, shoe repair, tailoring, watch and clock repair, locksmiths and data processing.

4. Retail business including, but not limited to: drug, package, hardware stores, book, stationery, china and luggage shops, newsstands, florists, photographic supplies and studios, wearing apparel shops, paint and wallpaper; accessory storage for retail uses.
5. Restaurants. Drive-in or drive-thru restaurants provided that the boundaries of the tract of land on which they are located are in excess of 200 feet from any R-1 or R-2 districts unless separated from such district by a three lane road (or larger) or a minimum 60-foot right-of-way.
6. Automobile repair shops for ignition, fuel, brake and suspension systems or similar uses.
7. Automobile service stations including minor auto repairs.
8. Automobile washing facility.
9. Hotels and motels.
10. Off-premises signs, billboards and other sign structures erected, located and maintained as provided for in article 8 of this Code.
11. Grocery, produce, meat and convenience stores, including the incidental sale of gasoline.
12. Health and fitness clubs.
13. Hospitals.
14. Printing, bookbinding, lithography and publishing companies.
15. Interior decorating, home furnishing, and furniture stores.
16. Music conservatory, dancing schools and art studios.
17. Music, radio and television shops.
18. Mortuary and funeral homes.
19. Dry cleaning establishments provided that equipment used emits no smoke or escaping steam and uses nonflammable synthetic cleaning agents (perchloroethylene, trichloroethylene, etc.)
20. Indoor movie theaters.
21. Enclosed animal hospitals and veterinary clinics.
22. Campgrounds.
23. Secondhand stores and used clothing deposit box when such boxes are operated (placed) by charitable organizations.
24. Wholesale warehousing (if less than 10,000 square feet).
25. Mini-warehouses. No ancillary truck rental service or facility allowed without conditional use approval.
26. Bowling alleys, skating rinks and billiard parlors providing such activities and facilities are enclosed within a soundproof building.
27. Recreational and commercial marinas.
28. Garden shops or nurseries displaying plants, shrubs, trees, etc., outdoors adjacent to the garden shop or nursery.
29. Antique shops, pawn shops.
30. Commercial communication towers 150 feet or less in height.
31. Arcade amusement centers and bingo facilities.



32. Other uses which are similar or compatible to the uses permitted herein that would promote the intent and purposes of this district. Determination on other permitted uses shall be made by the planning board (LPA).

C. *Conditional uses.* (See section 6.08.00.)

1. Any conditional use allowed in the R-6 district.
2. Drive-in or drive-thru restaurants within 200 feet of any R-1 or R-2 district and not conforming to the locational criteria in section 6.05.12B.5., above.
3. Any structure, except commercial communication towers, exceeding 120 feet in height.
4. Any permitted use that requires minor outside storage only in the rear yard and only if covered and adequate screening is provided.
5. Used automobile sales. In addition to other conditional use criteria, parcel must be one acre or less in size; there must be a three-foot tall hedge along the right-of-way line; no intrusions are permitted on the public right-of-way (see section 6.04.09); and it cannot be a C-1 parcel fronting on "gateway" arterial streets which are specified as Sorrento Road/Gulf Beach Highway/Barrancas Avenue (SR292), Blue Angel Parkway (SR173) and Pine Forest Road from I-10 to SR173, Navy Boulevard (SR295 and US98), and Scenic Highway (SR10A).
6. Automobile rental agencies. In addition to other conditional use criteria, parcel must be one acre or less in size; there must be a three-foot tall hedge along the right-of-way line; no intrusions are permitted on the public right-of-way (see section 6.04.09); and it cannot be a C-1 parcel fronting on "gateway" arterial streets which are specified as Sorrento Road/Gulf Beach Highway/Barrancas Avenue (SR292), Blue Angel Parkway (SR173) and Pine Forest Road from I-10 to SR173, Navy Boulevard (SR295 and US98), and Scenic Highway (SR10A).
7. Truck, utility trailer, and RV rental service or facility. In addition to other conditional use criteria, parcel must be one acre or less in size; there must be a three-foot tall hedge along the right-of-way line; no intrusions are permitted on the public right-of-way (see section 6.04.09); and it cannot be a C-1 parcel fronting on "gateway" arterial streets which are specified as Sorrento Road/Gulf Beach Highway/Barrancas Avenue (SR292), Blue Angel Parkway (SR173) and Pine Forest Road from I-10 to SR173, Navy Boulevard (SR295 and US98), and Scenic Highway (SR10A).
8. Bars and nightclubs.
9. Boat sales.
10. Boat and recreational vehicle storage. In addition to other conditional use criteria, screening from residential uses and residential zoning districts must be installed and maintained according to section 7.01.06.E., except that the screening must be eight feet in height and of a material that is consistent with the character of the abutting and surrounding residential uses. No inoperable RVs, untrailered boats, repair, overhaul or salvage activity permitted. Storage facility must be maintained to avoid nuisance conditions as defined in section 7.07.06.
11. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
12. Temporary structures. (See section 6.04.16)
13. Outdoor sales; however, garden shops or nurseries displaying plants, shrubs, trees, etc., outdoors adjacent to the garden shop or nursery are a permitted use.

D. *Off-street parking and loading regulations.* See section 7.02.00.

E. *Traffic requirements.* See section 7.11.09.

F. *Landscaping.* See section 7.01.00.

G. *Site and building requirements.* Residential site and building requirements shall be the same as for the R-6, Neighborhood Commercial and Residential District, High Density. For hotels and motels, there are no maximum density limits; however, all applicable open space (yard) provisions and all other applicable regulations that apply to such developments must be complied with. For other principal uses, the following shall apply:

1. *Lot area.* There shall be no minimum lot area, except for recreational camping facilities that shall require a minimum lot size of five acres.
2. *Lot coverage.* At least 15 percent of each lot or parcel shall remain pervious (85 percent maximum impervious cover ratio).
3. *Lot width.* There shall be no minimum lot width.
4. *Yard.* There shall be a front and rear yard of at least 15 feet. There shall be a minimum side yard of ten feet on each side which shall be increased by two feet on each side for each story (floor) above the third story or for each ten feet in height above the first 35 feet of the structure as measured from the finished grade. On property abutting an estuarine, riverine or creek system, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision of this Code (Article 7) or 20 feet, whichever is greater.

H. *Signs.* See article 8.

I. *Buffers adjacent to residential areas and screening of outdoor storage.* See section 7.01.06.

J. *Locational criteria.* See article 7 and Comprehensive Plan Policies ~~7.A.4.13 and 8.A.1.13.~~ policy FLU 1.1.10.

#### *6.05.15. C-1PK (Perdido Key) commercial district.*

A. *Intent and purpose of district.* This district is composed of lands and structures used primarily to provide for the retailing of commodities and the furnishing of selected services. The regulations are intended to permit and encourage a full development of essential neighborhood commercial uses, at the same time, however, protecting nearby residential properties from adverse effects of commercial activity. The maximum density is three dwelling units per acre. Refer to the Escambia, County Comprehensive Plan and latest amendments, specifically Policy ~~7.A.4.7.f.(4),~~ FLU 1.3.1 regarding dwelling and lodging unit caps on Perdido Key. Refer to article 11 for uses, heights and densities allowed in C-1PK areas located in the Airport/Airfield Environs.

#### *6.05.15.01. CCPK (Perdido Key) commercial core district.*

A. *Intent and purpose of district.* This district is composed of lands and structures used primarily for intense residential development and retailing of resort-related commodities and services. The regulations are intended to permit and encourage mixed use development, including high density residential, hotels and motels, and commercial uses associated with resort areas. The maximum density is 13 dwelling units per acre. Refer to the Escambia, County Comprehensive Plan and latest amendments, specifically Policy ~~7.A.4.7.f.(4),~~ FLU 1.3.1, regarding dwelling and lodging unit caps on Perdido Key.

#### *6.05.15.02. CGPK (Perdido Key) commercial gateway district.*

A. *Intent and purpose of district.* This district is intended to provide gateways (entryways) into Perdido Key, providing an identity for Perdido Key as a visually attractive, family style, resort community. The district is characterized by

resort-related commercial uses, including hotels and motels, as well as high density residential development. The maximum density is 12.5 dwelling units per acre. Refer to the Escambia, County Comprehensive Plan and latest amendments, specifically Policy ~~7.A.4.7.f.(4)~~, FLU 1.3.1, regarding dwelling and lodging unit caps on Perdido Key. Refer to article 11 for uses, heights and densities allowed in CCPK areas located in the Airport/Airfield Environs.

*6.05.15.03. PRPK planned resort district (Perdido Key) medium density.*

*A. Intent and purpose of district.* This district is intended to be a large-scale planned resort district, allowing for destination-type mixed uses that include residential and hotel development and the supporting recreational and commercial facilities, all developed within a master planned setting that includes extensive open space, adequate internal pedestrian/bicycle circulation, creative design, resort-related amenities, and adequate buffer areas. Parcels in this district shall have a gross site area of no less than ten acres. A master plan submittal of the overall proposed development is required. The maximum area-wide density is five units per acre. Refer to the Escambia, County Comprehensive Plan and latest amendments, specifically Policy ~~7.A.4.7.f.(4)~~, FLU 1.3.1, regarding dwelling and lodging unit caps on Perdido Key. Refer to article 11 for uses, heights and densities allowed in PRPK areas located in the Airport/Airfield Environs.

*6.05.16. C-2 General commercial and light manufacturing district (cumulative).*

*A. Intent and purpose of district.* This district is composed of certain land and structures used to provide for the wholesaling and retailing of commodities and the furnishing of several major services and selected trade shops. The district also provides for operations entailing manufacturing, fabrication and assembly operations where all such operations are within the confines of the building and do not produce excessive noise, vibration, dust, smoke, fumes or excessive glare. Outside storage is allowed with adequate screening being provided (see section 7.01.06.E.). Characteristically, this type of district occupies an area larger than that of the C-1 retail commercial district, is intended to serve a considerably greater population, and offers a wider range of services. New residential uses located in a Commercial FLU category are only permitted as part of a predominantly commercial development in accordance with Comprehensive Plan Policy ~~7.A.4.7.g.~~ FLU 1.3.1. The maximum density for residential uses is 25 dwelling units per acre, except in the Low Density Residential FLU category where the maximum density is 18 dwelling units per acre. Refer to article 11 for uses, heights and densities allowed in C-2, general commercial and light manufacturing areas located in the Airport/Airfield Environs. Refer to the overlay districts within section 6.07.00 for additional regulations imposed on individual parcels with C-2 zoning located in the C-3(OL) Warrington Commercial Overlay District or C-4(OL) Brownsville-Mobile Highway and "T" Street Commercial Overlay District.

All general commercial and light manufacturing (C-2) development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (~~Policies 7.A.4.13 and 8.A.1.13~~ policy FLU 1.1.10) and in article 7.

*B. Permitted uses.*

1. Any use permitted in the C-1 district.
2. Amusement and commercial recreational facilities such as, but not limited to, amusements parks, shooting galleries, miniature golf courses, golf driving ranges, baseball batting ranges and trampoline centers.
3. Carnival-type amusements when located more than 500 feet from any residential district.
4. Distribution warehousing, and mini-warehouses with ancillary truck rental services.

5. New and used car sales, mobile home and motorcycle sales and mechanical services. No intrusions are permitted on the public right-of-way (see section 6.04.09).
6. Automobile rental agencies. No intrusions are permitted on the public right-of-way (see section 6.04.09).
7. Truck, utility trailer, and RV rental service or facility. No intrusions are permitted on the public right-of-way (see section 6.04.09).
8. Automobile repairs, including body work and painting services.
9. Radio broadcasting and telecasting stations, studios and offices with on-site towers 150 feet or less in height. See section 7.18.00 for performance standards.
10. Commercial food freezers and commercial bakeries.
11. Building trades or construction office and warehouses with outside on-site storage.
12. Marinas, all types including industrial.
13. Cabinet shop.
14. Manufacturing, fabrication and assembly type operations which are contained and enclosed within the confines of a building and do not produce excessive noise, vibration, dust, smoke, fumes or excessive glare.
15. Commercial communication towers 150 feet or less in height.
16. Taxicab companies.
17. Bars and nightclubs.
18. Boat sales and service facilities.
19. Boat and recreational vehicle storage. (No inoperable RVs, untrailered boats, repair, overhaul or salvage activity permitted. Storage facility must be maintained to avoid nuisance conditions as defined in section 7.07.06.)
20. Adult entertainment uses subject to the locational criteria listed below (See Escambia County, Code of Ordinances sections 18-381 through 18-392 for definitions and enforcement; additionally refer to Chapter 6, article IV, Division 2, titled "Nudity and Indecency"). However, these C-2 type uses are not permitted in the Gateway Business Districts.
  - a. Adult entertainment uses must meet the minimum distances as specified in the following locational criteria:
    - (1) One thousand feet from a preexisting adult entertainment establishment;
    - (2) Three hundred feet from a preexisting commercial establishment that in any manner sells or dispenses alcohol for on-premises consumption;
    - (3) One thousand feet from a preexisting place of worship;
    - (4) One thousand feet from a preexisting educational institution;
    - (5) One thousand feet from parks and/or playgrounds;
    - (6) Five hundred feet from residential uses and areas zoned residential within the county.
21. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
22. Temporary structures. (See section 6.04.16)

23. Arcade amusement centers and bingo facilities.

24. Outdoor sales.

25. Other uses similar to those permitted herein. Determination on other permitted uses shall be made by the planning board (LPA).

C. *Conditional uses.*

1. Kennels.

2. Heliports.

3. Automobile race track.

4. Solid waste transfer stations, collection points, and/or processing facilities.

5. Junkyards, salvage yards, and waste tire processing facilities.

D. *Off-street parking and loading regulation.* See section 7.02.00.

E. *Traffic requirements.* See section 7.11.09.

F. *Screening adjacent to residential areas.* See section 7.01.00.

G. *Landscaping.* See section 7.01.00.

H. *Site and building requirements.* Same as C-1 district.

I. *Signs.* See article 8.

J. *Locational criteria.* See article 7 and Comprehensive Plan ~~Policies 7.A.4.13 and 8.A.1.13.~~ policy FLU 1.1.10.

K. *C-2NA zoning designation.* If a parcel is designated as C-2NA, then notwithstanding any other provision of this section, bars, nightclubs, and adult entertainment uses shall be prohibited uses for that parcel. Any applicant for a rezoning to the C-2 zoning district may request a C-2NA zoning designation. Such request shall be in the form of a notarized affidavit that acknowledges this use restriction and affirms that it is a voluntary request. Once approved, in conformance with Section 2.08.00 of this land development code, a property owner must apply for a rezoning to C-2 in order to remove the designation. The C-2NA zoning designation shall apply to all subsequent owners unless and until the parcel is rezoned to the C-2 zoning district without the C-2NA zoning designation.

6.05.17. *ID-CP commerce park, district (cumulative).*

A. *Intent and purpose.* This district is intended to provide for relatively large scale light industrial commerce and business park areas. Uses located in this district are protected from adverse impacts of incompatible industrial and commercial uses. A high level of site design standards are required for review during the development review process. Refer to article 11 for uses, heights and densities allowed in ID-CP, commercial park areas located in the Airport/Airfield Environs.

All industrial development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (~~Policies 7.A.4.13 and 8.A.1.13~~ policy FLU 1.1.10) and in article 7.

B. *Permitted uses.*

1. Any use permitted in the preceding C-2 district, except as may be provided in subsection D., below.



C. *Conditional uses.*

1. Automobile service stations, (except gasoline sales accessory to a convenience store is authorized as a permitted use) and automobile or truck repair shops.
2. Any conditional use allowed in the C-2 general commercial district except automobile race tracks.

D. *Prohibited uses.*

1. Residential uses.
2. Prisons.
3. Carnival-type amusements and amusements arcades.
4. Bars and night clubs.
5. New and used car, truck, boat, mobile home, shed and motorcycle sales and rentals.
6. Adult entertainment uses.
7. Off-premises signs.
8. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
9. Landfills.

E. *Site and building requirements.*

1. *Building height limit.* No building shall exceed 65 feet in height except as otherwise provided in this district, and except for commercial communication towers which shall not exceed 150 feet in height. An additional five feet of nonoccupied space may be permitted subject to county administrator approval.
2. *Minimum lot size.* There shall be no minimum lot size.
3. *Lot coverage.* The maximum combined area occupied by all principal and accessory buildings shall not exceed 50 percent of the total area. Also, the amount of impervious surface shall not exceed 85 percent of the lot.
4. *Lot width.* There shall be no minimum lot width.
5. *Yard requirements.* There shall be a front yard having a depth of not less than 25 feet. There shall be a rear yard having a depth of not less than 20 feet. There shall be side yards of not less than 15 feet. On property abutting an estuarine, riverine or creek system, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision of this Code (Article 7) or 20 feet whichever is greater.

F. *Roadway access.* Direct access must be provided from a collector or arterial roadway and such access may be provided by curb cuts on the collector or arterial roadway or a private or public commercial access road linking the use with the collector or arterial roadway provided that such private or public road does not traverse a predominately residential neighborhood or subdivision between the use and the collector or arterial roadway. No permit shall be issued or any proposed use which requires access through a residential neighborhood or subdivision.

G. *Landscaping buffering and screening.* See section 7.01.00. Buffer standard B-1 contained in section 7.01.06.F. shall apply. Outdoor storage shall be screened from the public right-of-way in accordance with section 7.01.06.E.

H. *Signs.* No on-premises sign shall exceed 35 feet in height in the ID-CP. For other sign provisions see article 8.

I. *Performance standards.*

1. *Smoke.* Any process that creates smoke shall meet all standards as required by the Florida Department of Environmental Protection Agency.
2. *Odor.* No process shall emit an offensive odor detectable beyond the lot parcel. Where odors are produced and provisions for eradication within a building are provided, the burden of successful elimination of the odors shall rest on the occupant of the premises.
3. *Noise and dust.* Operations creating noise, vibration, dust, smoke or fumes shall be subject to provisions of section 7.07.01 of this Code.
4. *Glare.* Operations creating glare shall be shielded so that the glare cannot be seen from off the lot or parcel.
5. *Waste.* Disposal of industrial or other wastes, gaseous, liquid or solid, must be approved by any applicable federal or state regulatory entities.
6. *Other industrial performance standards.* Also, all applicable performance standards in sections 7.06.00 and 7.07.00 shall be adhered to.

J. *Locational criteria.* See article 7 and Comprehensive Plan ~~Policies 7.A.4.13 and 8.A.1.13.~~ policy FLU 1.1.10.

6.05.18. *ID-1 light industrial district (cumulative)* (no residential uses allowed).

- A. *Intent and purpose.* This district is intended primarily for research-oriented activities, light manufacturing and processing not involving the use of materials, processes or machinery likely to cause undesirable effects upon nearby industrial establishments of this type. The uses shall be within completely enclosed buildings wherever practical and provide a buffer between commercial districts and other higher intensive industrial uses. The uses which this district is designed to accommodate include general assembly, warehousing and distribution activities. In addition, major repair and service activities, as well as manufacturing activities meeting performance standards are intended to be accommodated in this district. Finally, commercial trade and service activities not compatible with activities adapted to more restrictive districts, but which satisfy site plan criteria and performance criteria of this Code, should be accommodated in this district. Residential development is excluded from this district, both to protect residences from undesirable influences and to ensure the preservation of adequate areas for industrial development. Refer to the overlay districts within section 6.07.00 for additional regulations imposed on individual parcels with ID-1 zoning located in the Scenic Highway Overlay District or C-4(OL) Brownsville-Mobile Highway and "T" Street Commercial Overlay District.

All industrial development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (~~Policies 7.A.4.13 and 8.A.1.13~~ policy FLU 1.1.10) and in article 7. Refer to article 11 for uses, heights and densities allowed in ID-1, light industrial areas located in the Airport/Airfield Environs

B. *Permitted uses.*

1. Any nonresidential use permitted in the preceding district.
2. Research and development operations, commercial communication towers 150 feet or less in height, light manufacturing, processing or fabricating uses, enclosed storage structures and accessory structures and activities subject to the performance standards in sections 7.03.00 and 7.06.00.
3. Commercial businesses with outside storage when such storage is adequately screened and/or buffered in accordance with section 7.01.06.E.
4. Other uses similar to those permitted herein. Determination on other permitted uses shall be made by the planning board.
5. Semiconductor or microchip fabrication.

6. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).

C. *Conditional uses.*

1. Any conditional use allowed in preceding districts.
2. Junkyards, salvage yards, and waste tire processing facilities.
3. Solid waste transfer stations, collection points, and/or processing facilities.

D. *Performance standards.*

1. All work and/or operations must be conducted within buildings except temporary outside storage may be allowed if adequately buffered and screened from adjacent uses. All waste material must be stored while on the property in a screened enclosure.
2. Any process that creates smoke shall meet all standards as required by the Florida Department of Environmental Protection and the U.S. Environmental Protection Agency.
3. No process shall emit an offensive odor detectable beyond the lot or parcel. Where odors are produced and provisions for eradication within a building are provided, the burden of successful elimination of the odors shall rest on the occupant of the premises.
4. Operations creating excessive noise, vibration, dust, smoke or fumes which are a nuisance to persons off of the lot or parcel are not permitted.
5. Operations creating glare shall be shielded so that the glare cannot be seen from off the lot or parcel.
6. Disposal of industrial or other wastes, gaseous, liquid or solid, must be approved by any applicable federal or state regulatory entities.

E. *Site and building requirements.*

1. *Building height limit.* No building shall exceed 90 feet in height except as otherwise provided in article 7.
2. *Minimum lot size.* There shall be no minimum lot size.
3. *Lot coverage.* The maximum combined area occupied by all principal and accessory buildings shall not exceed 50 percent of the total area, except as provided for in article 4 of this Code (see "Stormwater management and conservation"). Also, the amount of impervious surface shall not exceed 85 percent of the lot.
4. *Lot width.* There shall be no minimum lot width.
5. *Yard requirements.* There shall be a front yard having a depth of not less than 15 feet. There shall be a rear yard having a depth of not less than 20 feet. There shall be side yards of not less than ten feet. On property abutting an estuarine, riverine or creek system, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision of this Code (Article 7) or 20 feet, whichever is greater. The BOA may waive the yard requirements, in response to an application therefor, if a finding of fact is made based on competent, substantial evidence demonstrates that such waiver would not adversely impact public safety, sensitive environmental resources, or compatibility with adjacent uses. Also, such waiver may be granted only if the development plans for the subject property reflect conformance with a floor area ratio which does not exceed 1.1 and a maximum impervious cover limit of 85 percent.
6. *Screening adjacent to residential areas.* See section 7.01.06.

- F. *Roadway access.* South of Well Line Road, direct access must be provided from a collector or arterial roadway and such access may be provided by curb cuts on the collector or arterial roadway or a private or public road linking the use with a collector or arterial roadway provided that such private or public road does not traverse a predominately residential neighborhood or subdivision between the use and the collector or arterial roadway. No permit shall be issued for any proposed use which requires access through a residential neighborhood or subdivision.
- G. *Nonconforming uses (existing uses).* Any previously conforming use (including, but not limited to, asphalt and concrete plants) lawfully and legally existing in this district on December 6, 1993, which conforms to the access requirements and provisions in paragraph F., above, may be considered a "conforming use" for the purposes of this Code. To qualify as a conforming use under this provision, the owner of property impacted by this Code shall request a "certificate of conformance" from the department within 180 days of receipt of a notice from the department that such certificate is available and that such may be appropriate for the subject property and use. Failure to request the certificate within the prescribed period may result in the use being considered and/or classified as a "nonconforming use."
- H. *Landscaping.* See section 7.01.00.
- I. *Signs.* See article 8..
- J. *Locational criteria.* See article 7 and Comprehensive Plan ~~Policies 7.A.4.13 and 8.A.1.13.~~ policy FLU 1.1.10.

**6.05.19. ID-2 general industrial district (noncumulative).**

- A. *Intent and purpose.* This district is intended to accommodate industrial uses which cannot satisfy the highest level of performance standards. It is designed to accommodate manufacturing, processing, fabrication, and other activities which can only comply with minimal performance standards. No residential development is permitted in this district, thereby insuring adequate area for industrial activities. Community facilities and trade establishments that provide needed services to industrial development also may be accommodated in this district.

All industrial development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (~~Policies 7.A.4.13 and 8.A.1.13~~ policy FLU 1.1.10) and in article 7. Refer to article 11 for uses allowed in ID-1, light industrial areas located in the Airport/Airfield Environs.

- B. *Permitted uses.*

1. Manufacturing or industrial uses permitted in the ID-1 light industrial district.
2. Asphalt plants.
3. Concrete plants.
4. Iron works.
5. Landfills.
6. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
7. Paper mills.
8. Refineries.
9. Rendering plants and slaughter houses.
10. Steel mills.

11. Solid waste transfer stations, collection points, and/or processing facilities.
12. Public utility and service structures.
13. Junkyards, salvage yards, and waste tire processing facilities.
14. Other uses similar to those listed herein. Recommendations on other permitted uses shall be made by the planning board (LPA) and based on an application for such other use. Final determination shall be made by the BCC upon receipt of the planning board's (LPA's) recommendation.

C. *Prohibited uses.* Single-, two- and multifamily dwelling units.

D. *Site and building requirements*

1. *Building height requirement.* No building shall exceed 120 feet in height except as otherwise provided in this Code, and except for commercial communication towers which may not exceed 150 feet or less in height without board of adjustment approval. See article 11 for additional height restrictions within four miles of the Pensacola Naval Air Station.
2. *Compatibility.* Buffering shall be provided consistent with the provisions of section 7.01.06 and the proposed use must be consistent with the compatibility requirements of the Comprehensive Plan so that the proposed use and its impacts are compatible with existing adjacent or nearby uses (see Policy ~~7.A.4.13~~ FLU 1.1.10).
3. *Lot coverage.* The maximum combined area occupied by all principal and accessory buildings shall not exceed 50 percent of the total lot area except as provided for in article 4 of this Code ("stormwater management and conservation"). The amount of impervious surface shall not exceed 85 percent.
4. *Lot width.* The minimum lot width at the street right-of-way shall be 100 feet.
5. *Yard requirements.* There shall be a front yard having a depth of not less than 25 feet. There shall be a rear yard having a depth of not less than 25 feet. There shall be side yards of not less than 15 feet. The BOA may waive the yard requirements, in response to an application therefor, if a finding of fact is made that such waiver would not adversely impact public safety, sensitive environmental resources or compatibility with adjacent uses. Also, such waiver may be granted only if the development plans for the subject property reflect conformance with a floor area ratio which does not exceed 1.1 and a maximum impervious cover limit of 85 percent.

E. *Landscaping.* See section 7.01.00.

F. *Screening adjacent to residential areas.* See section 7.01.06.

G. *Roadway access.* South of Well Line Road, direct access must be provided from a collector or arterial roadway and such access may be provided by curb cuts on the collector or arterial roadway or a private or public road linking the use with a collector or arterial roadway provided that such private or public road does not traverse a predominately residential neighborhood or subdivision between the use and the collector or arterial roadway. No permit shall be issued for any proposed use which requires access through a residential neighborhood or subdivision.

H. *Signs.* See article 8.

I. *Locational criteria.* See article 7 and Comprehensive Plan ~~Policies 7.A.4.13 and 8.A.1.13~~ policy FLU 1.1.10.

6.05.22. *VAG villages agriculture districts.*

VAG 1-- Gross density (five dwelling units per 100 acres on one-acre parcels).



VAG 2-- Gross density (one dwelling unit per five acres).

Minimum lot size = five acres unless clustered.

If clustered, minimum lot size = one acre.

The villages agricultural districts are typically characterized by agriculturally-assessed parcels held for agricultural production and very low density residential development in agricultural communities. Single-family residential and rural community uses that directly support agricultural activities are allowed. Home occupations are considered permitted uses. Mobile homes are allowed as single-family dwellings. Residential density bonuses are available for clustering residential lots outside areas of prime farmland. When residential lots are created, small lot sizes are encouraged in order to protect viable farm production activities and curb premature conversion of prime farmland acreage to nonagriculture uses. Refer to article 11 for uses, heights and densities allowed in VAG, villages agricultural areas located in the Airport/Airfield Environs.

Density bonuses, transfer, and smaller lot sizes are offered for clustering development outside prime farmland and wetlands as an incentive to protect these resources from development pressures (see section 7.17.00 for calculation of density bonus points).

*A. Intent and purpose.*

1. *Intent and purpose of VAG 1 district.* This district is characterized by land resources necessary or used to support large farming operations. The objective of this district is to keep large parcels of land from being broken into smaller tracts of multiple ownership making it difficult to assemble enough acreage for efficient agricultural operations.
2. *Intent and purpose of VAG 2 district.* This district is characterized by the following types of agricultural lands:
  - (a) Small rural land areas of highly productive agricultural soils that may not be economically viable in a mainstream farming operation due to their size, and changes being undertaken in the surrounding area; or
  - (b) Rural land areas with a mix of small farm operations and a typical rural residential density of one unit per four acres. The soils of these areas are least valuable for agricultural production and most suitable for future conversion out of the rural land market; or
  - (c) Rural land areas which are not being used to support large farming operations, and that are characterized by a mix of natural resources and soils typically unsuitable for urban residential densities or other urban uses unless sewered.

*B. Permitted uses.*

1. Agricultural, farm animals and agricultural-related activities and customary accessory buildings.
2. Silviculture.
3. Mariculture and aquaculture.
4. Single-family residences.
5. Campground and recreational vehicle parks.
6. Public utility.
7. Stables, private and public (minimum lot size two acres).
8. Animal hospitals, clinics and kennels (minimum lot size two acres).
9. Display and sale of fruit, vegetables and similar agricultural products.
10. Mobile homes as single-family dwellings, subject to the other relevant provisions of this Code.

11. Places of worship.
12. Educational facilities.
13. Clubs and lodges.
14. Guest residences.
15. Public utility and service structures not included in subparts C. or D., below.
16. Feed and farm equipment stores.
17. Other rural area related commercial uses meeting the locational requirements of Comprehensive Plan Policy ~~8.A.11.~~ FLU 1.1.10.
18. Commercial communication towers less than 150 feet or less in height.
19. Home-based "cottage businesses" such as crafts, florists, woodworking, sewing, and similar uses.
20. Home occupations.
21. Family day care homes and family foster homes.
22. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
23. Motorized commercial recreation uses (minimum lot size 20 acres).
24. Golf courses, tennis centers, swimming clubs and customary attendant facilities and accessory buildings.
25. Hunting preserves, shooting ranges, gun and rifle clubs, etc.

*6.05.23. VR villages rural residential districts.*

VR-1-- Gross density: One unit per four acres.

VR-2-- Gross density: One unit per 0.75 acre.

VR-3-- Gross density: One unit per two acres.

A. *Intent and purpose of districts.* Single-family residential district characterized by rural land development patterns. Rural community nonresidential uses are allowed. Home occupations are considered permitted uses. Mobile homes are allowed as single-family dwellings. Mobile home subdivisions are allowed. Mobile home parks are allowed as conditional uses. Parcels designated as VR are generally not assessed as agriculturally productive parcels. VR-1 densities reflect large lot rural land development patterns, while VR-2 densities reflect the need for more affordable lot sizes for single family and mobile home development. Refer to article 11 for uses, heights and densities allowed in VR, villages rural residential areas located in the Airport/Airfield Environs.

B. *Permitted uses.*

1. Single-family residences.
2. Agricultural, farm animals and agricultural-related activities and customary accessory buildings.
3. Silviculture.
4. Mariculture and aquaculture.

5. Campground and recreational vehicle parks.
6. Public utility.
7. Stables, private and public (minimum lot size two acres).
8. Animal hospitals, clinics and kennels (minimum lot size two acres).
9. Display and sale of fruit, vegetables and similar agricultural products.
10. Mobile homes as single-family dwelling, subject to the other relevant provisions of this Code.
11. Places of worship.
12. Educational facilities.
13. Clubs and lodges.
14. Guest residences.
15. Public utility and service structures not included in subpart C. or D., below.
16. Feed and farm equipment stores.
17. Home-based "cottage businesses" such as crafts, florists, woodworking, sewing, and other similar uses.
18. Other rural area related commercial uses meeting the locational requirements of Comprehensive Plan Policy ~~8-A-11~~ FLU 1.1.10.
19. Golf courses, tennis centers, swimming clubs, and customary attendant facilities and accessory buildings.
20. Home occupations.
21. Existing auto salvage business.
22. Family day care homes and family foster homes.
23. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).

*6.05.26. V-5 villages clustered residential district.*

Gross density (four units per acre, if sewerred and clustered).

Gross density (one unit per acre, if unsewered).

A. *Intent and purpose of district.* This low density mixed residential district is designed to create a density-based incentive for sewerred in proximity to environmentally sensitive lands, and to promote locating of development on nonenvironmentally sensitive portions of parcels which are otherwise suitable for low density development. The density allowances are structured to allow increases in density, when development is connected to public sewer. Single-family detached and attached structures, duplexes, quadraplexes, townhouses, and patio homes are allowed. Other apartment structures are not allowed. No minimum lot size for new subdivisions, but development must meet overall density requirements. Refer to article 11 for uses and densities allowed in V-5, villages clustered residential areas located in the Airport/Airfield Environs. Structures within Airport/Airfield Environs, Zones, and Surfaces remain subject to the height definitions, height restrictions, and methods of height calculation set forth in article 11.

B. *Permitted uses.*

1. Any use permitted in V-1, V-2 or V-3.

2. Duplexes, quadraplexes, townhouses, building clusters and zero lot line developments, but not other multiple-family structures.

C. *Conditional uses.* Any conditional use permitted in V-1, V-2 or V-3.

D. *Off-street parking requirements.* See section 7.02.00.

E. *Site and building requirements.*

1. *Lot coverage.* The pervious area shall be at least 25 percent of the total lot (75 percent maximum impervious cover ratio).

2. *Lot width.* Minimum lot width for a single-family dwelling or cluster measured at the front building line shall be 40 feet and at the street right-of-way, 40 feet. The minimum lot width for a two-family dwelling shall be 80 feet at the front building line, and 50 feet at the street right-of-way line. Every cul-de-sac shall have a minimum of 20 feet at the street right-of-way.

3. *Front yard.* There shall be a front yard having a depth of not less than 20 feet provided that in blocks where 50 percent or more of the lots are developed, the front yard required shall be the average setback of the dwelling already constructed.

4. *Rear yard.* The minimum rear yard shall not be less than 15 feet in depth. On property abutting estuarine, riverine or creek systems, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision of this Code (article 7) or 30 feet, whichever is greater.

5. *Side yard.* The minimum side yard on each side shall be ten percent of the lot width measured at the front building line but need not exceed 15 feet on each side; however, required side yards shall not be less than five feet on each side. A minimum side yard of 15 feet shall be required between building clusters and townhouse groups. No side yards shall be required in attached clusters, townhouses, or zero lot line projects except at the ends of the projects where a minimum of 15 feet shall be required. On property abutting estuarine, riverine or creek systems, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision of this Code (article 7) or 30 feet, whichever is greater.

6. *Building height.* Mean average roof height shall not exceed 45 feet above average finished grade.

7. *Buildings, clusters and townhouses.* Site and building requirements apply to the total building cluster and such being determined prior to issuance of a land use certificate.

8. *Zero lot line developments.* See section 7.10.00.

F. *[Gross density transfers.]* Gross density transfers from jurisdictional areas to upland portions of a parcel shall be in accordance with Comprehensive Plan Policy ~~11-A.2.6~~ CON 1.3.7. Density bonuses are offered for clustering development outside wetlands and an incentive to protect those resources from development pressures (see section 7.17.00 for calculation of density bonus points).

G. *Landscaping.* See section 7.01.00.

H. *Signs.* See article 8.

6.05.27. *VM-1 villages mixed residential/commercial district.*

Gross density for residential uses (four units per acre).

Maximum area for commercial uses (6,000 square feet for retail/service unless a planned neighborhood center).

A. *Intent and purpose of district.* Mixed residential/neighborhood commercial district allowing neighborhood commercial uses within single-family and multifamily residential areas. "Planned neighborhood commercial centers"

which meet specific development criteria are permitted. Multifamily uses include duplexes, quadraplexes, townhouses, and patio homes, but do not include other apartment structures. No minimum lot size for new subdivisions, but development must meet overall density requirements.

All neighborhood commercial (VM-1) development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (~~Policies 7.A.4.13 and 8.A.1.13~~ policy FLU 1.1.10) and in article 7. Refer to article 11 for uses and densities allowed in VM-1, villages mixed residential/neighborhood commercial areas located in the Airport/Airfield Environs. Structures within Airport/Airfield Environs, Zones, and Surfaces remain subject to the height definitions, height restrictions, and methods of height calculation set forth in article 11.

*B. Permitted uses.*

1. Single- and multiple-family uses permitted in V-1, V-2, V-3 or V-4 districts, except as noted above.
2. Professional offices including but not limited to those of architects, engineers, lawyers, tax consultants accountants and medical and dental clinics, real estate and insurance offices.
3. Planned neighborhood centers containing neighborhood retail sales and services with maximum square footage of 35,000.
4. Neighborhood retail sales and services listed below (gross floor area of building not to exceed 6,000 square feet unless in a planned neighborhood center). No permanent outside storage allowed.
  - a. Food and drugstores.
  - b. Personal service shops.
  - c. Clothing and dry goods store.
  - d. Specialty shops.
  - e. Banks and financial institutions.
  - f. Bakeries, whose products are made and sold at retail on the premises.
  - g. Florists shops provided that products are displayed and sold wholly within an enclosed building.
  - h. Health clubs, spa and exercise centers.
  - i. Studio for the arts.
  - j. Martial arts studios.
  - k. Bicycle sales and mechanical services.
  - l. Other retail/service uses of similar type and character of those listed herein.
5. Laundromats and dry cleaners (gross floor area not to exceed 4,000 square feet).
6. Restaurants.
7. Automobile service stations (no outside storage, minor repair only).
8. Appliance repair shops (no outside storage or work permitted).
9. Public utility and service structures.
10. Places of worship and educational facilities/institutions.



11. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
12. Other uses which are similar or compatible to the uses permitted herein that would promote the intent and purposes of this district. Determination on other permitted uses shall be made by the planning board (LPA).

C. *Off-street parking requirements.* See section 7.02.00.

D. *Site and building requirements.*

1. *Lot coverage.* The pervious area shall be at least 25 percent of the total lot (75 percent maximum impervious cover ratio).
2. *Lot width.* Minimum lot width for a single-family dwelling or cluster measured at the front building line shall be 40 feet and at the street right-of-way, 40 feet. The minimum lot width for a two-family dwelling shall be 80 feet at the front building line and 50 feet at the street right-of-way line. Every cul-de-sac lot shall have a minimum of 20 feet at the street right-of-way.
3. *Front yard.* There shall be a front yard having a depth of not less than 20 feet provided that in blocks where 50 percent or more of the lots are developed, the front yard required shall be the average setback of the dwellings already constructed.
4. *Rear yard.* The minimum rear yard shall not be less than 15 feet in depth. On property abutting estuarine, riverine or creek systems, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision of the Code (article 7) or 30 feet, whichever is greater.
5. *Side yard.* The minimum side yard on each side shall be ten percent of the lot width measured at the front building line but need not exceed 15 feet on each side; however, required side yards shall not be less than five feet on each side. A minimum side yard of 15 feet shall be required between building clusters, and townhouse groups. No side yards shall be required in attached clusters, townhouses, or zero lot line projects except at the ends of the projects where a minimum of 15 feet shall be required. On property abutting estuarine, riverine or creek systems, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision of the Code (article 7) or 30 feet, whichever is greater.
6. *Building height.* Mean average roof height shall not exceed 45 feet above average finished grade.
7. *Building clusters and townhouses.* Site and building requirements apply to the total building cluster with such being determined prior to issuance of a land use certificate.
8. *Zero lot line development.* See section 7.10.00.

E. *Landscaping.* See section 7.01.00.

F. *Signs.* See article 8.

G. *Buffering, screening, and setback standards.* See section 7.01.00.

H. *Locational criteria.* See article 7 and Comprehensive Plan Policies ~~7.A.4.13 and 8.A.1.13.~~ policy FLU 1.1.10.

**6.05.28. VM-2 villages mixed residential/commercial district.**

Gross density for residential uses (seven units per acre).

Maximum area for commercial uses (30,000 square feet unless a planned business development).

- A. *Intent and purpose of district.* Mixed residential/commercial district allowing community-serving commercial uses and single-family and multifamily residential areas. "Planned business developments" which meet specific development criteria are permitted. Neighborhood commercial and C-1 uses, and mobile home parks and subdivisions are allowed. C-2 uses may be approved as a conditional use when located in a planned business development. No minimum lot size for new subdivisions, but development must meet overall density requirements.

All commercial (VM-2) development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (~~Policies 7.A.4.13 and 8.A.1.13~~ policy FLU 1.1.10) and in article 7. Refer to article 11 for uses and densities allowed in VM-2, villages mixed residential/commercial areas located in the Airport/Airfield Environs. Structures within Airport/Airfield Environs, Zones, and Surfaces remain subject to the height definitions, height restrictions, and methods of height calculation set forth in article 11.

B. *Permitted uses.*

1. Single- and multiple-family uses permitted in V-1, V-2, V-3 or V-4 districts, except as noted above.
2. Any use permitted in the VM-1 district not to exceed a gross floor area of 30,000 square feet unless a planned business development.
3. Any use permitted in the C-1 district not to exceed a gross floor area of 30,000 square feet unless a planned business development.
4. Planned business developments containing neighborhood commercial, and C-1 uses with a maximum square footage of 30,000.
5. Other uses which are similar or compatible to the uses permitted herein that would promote the intent and purposes of this district. Determination on other permitted uses shall be made by the planning board (LPA).
6. Mobile home parks and subdivisions are permitted.

C. *Conditional uses.* Specified C-2 uses when located within a planned business development.

D. *Off-street parking requirements.* See section 7.02.00.

E. *Site and building requirements.*

1. *Lot coverage.* The pervious area shall be at least 25 percent of the total lot (75 percent maximum impervious cover ratio).
2. *Lot width.* Minimum lot width for a single-family dwelling or cluster measured at the front building line shall be 40 feet and at the street right-of-way, 40 feet. The minimum lot width for a two-family dwelling shall be 80 feet at the front building line and 50 feet at the street right-of-way. Every cul-de-sac lot shall have a minimum of 20 feet at the street right-of-way.
3. *Front yard.* There shall be a front yard having a depth of not less than 20 feet provided that in blocks where 50 percent or more of the lots are developed, the front yard required shall be the average setback of the dwellings already constructed.
4. *Rear yard.* The minimum rear yard shall not be less than 15 feet in depth. On property abutting estuarine, riverine or creek systems, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision of this Code (Article 7) or 30 feet, whichever is greater.
5. *Side yard.* The minimum side yard on each side shall be ten percent of the lot width measured at the front building line but need not exceed 15 feet on each side; however, required side yards shall not be less than five feet on each side. A minimum side yard of 15 feet shall be required between building clusters and townhouse groups. No side yards shall be required in attached clusters, townhouses, or zero lot line projects except at the ends of the projects where a minimum of 15 feet shall be required. On property abutting estuarine, riverine or

creek systems, the setback shall be in accordance with the marine/estuarine/riverine setback (MERS) provision of this Code (Article 7) or 30 feet, whichever is greater.

6. *Building height.* Mean average roof height shall not exceed 45 feet above average finished grade.

7. *Building clusters and townhouses.* Site and building requirements apply to the total building cluster with such being determined prior to issuance of a land use certificate.

8. *Zero lot line developments.* See section 7.10.00.

F. *Landscaping standards.* See section 7.01.00.

G. *Signs.* See article 8.

H. *Buffering, screening, and setback standards.* See section 7.01.00.

I. *Locational criteria.* See article 7 and Comprehensive Plan Policies ~~7.A.4.13 and 8.A.1.13~~, policy FLU 1.1.10.

#### **7.06.00. Industrial processing and storage.**

A. *ID-1 and ID-P district.* Within all districts including GBD, GMD, and VM-2 (except the ID-2 and GID districts), all businesses, services, or manufacturing or processing of materials, goods or products shall be conducted within completely enclosed buildings. All work and/or operations within the districts must be conducted within buildings except temporary outside storage may be allowed if it is adequately buffered and screened from adjacent uses. Storage may be permitted outdoors upon demonstration of need and approval by the board of adjustment. Such storage shall be effectively screened by a wall, fence or planting so that such materials will not be visible from a public way, except in those cases where the BOA determines such screening is unreasonable. Where a lot line within a district abuts the side or rear lot line of any residential lot, screening/buffering is required. Such screening/buffering may be in the form of unimproved property, walls, fences or landscaping and shall be at least 50 percent opaque when viewed from any point along said residential lot line. When landscaping is used for screening, the opacity requirements shall be attained within 18 months of the issuance of the certificate of occupancy. The primary purpose of the screening/buffering is to ensure compatibility of adjacent uses as required by comprehensive plan policy ~~7.A.3.7~~ FLU 1.1.9.

Specific gateway district buffering and screening requirements are set forth in section 7.01.06 of this Code.

B. *ID-2 [ and GID] districts.* In the ID-2 and GID districts, permitted uses may be conducted either indoors or outdoors, but shall be in conformance with the applicable performance standards. Exceptions to this requirement are that in the ID-2 and GID districts, all business, servicing, manufacturing or processing within 200 feet of a residential district boundary shall be conducted within completely enclosed buildings. Where a lot line within an ID-2 or GID district abuts the side or rear lot line of any residential lot, screening/buffering is required. Such screening/buffering may be in the form of unimproved property, walls, fences or landscaping and shall be at least 50 percent opaque when viewed from any point along said residential lot line. When landscaping is used for screening, the opacity requirements shall be attained within 18 months of the issuance of the certificate of occupancy. The primary purpose of the screening/buffering is to ensure compatibility of adjacent uses as required by comprehensive plan policy ~~7.A.3.7~~ FLU 1.1.9.

#### **7.07.07. Borrow pits (includes mining and resource extraction) and reclamation activities thereof.**

A. *Setbacks for excavation.* Borrow pit slope commencement (i.e., the outermost edge of excavation) shall be located a minimum of 25 feet from the adjoining owner's property boundary and/or adjacent right-of-way (ROW). Setback

provisions established herein include the required width for landscape screening and buffers subsequently noted herein. The following exceptions may apply:

1. *Back to back pits.* The setback for slope commencement excludes property boundary lines between active pits using the same excavation area.
2. *Slope angles.* Pits with a shallow excavation slope of 6:1 (i.e., six feet horizontal for each one foot vertical) may exceed the 50-foot setback up to the 20-foot minimum required width for landscape screening and buffer requirements. Steep pits allowed to exceed the required 2:1 slope ratio as provided in subsection C., below, shall require a 100-foot setback.
3. *Site specific requirements.* Increased setbacks may be required per the terms of the mandatory county development order to protect wellheads, environmental areas, and/or adjacent properties from adverse impacts (reference Comprehensive Plan Policies ~~7.A.5.2, 11.A.1.6, 11.B.2.9 and 11.B.3.1-9~~ OBJ CON 1.5, among others).

**7.11.02. Applicability.** The provisions of this part relate to new development and redevelopment except single-family residential driveways:

- A. *Minimum design standards.* Vehicular access to public roadways shall be accomplished by means of an improved access facility (i.e., driveway, private road, etc.) Unimproved and/or unrestricted access will not be permitted. See site plan provisions (article 4) for access information required on all such plans. All driveways and streets shall be designed and constructed pursuant to the design standards in the most recent edition of the "A Policy on Geometric Design of Highways and Streets" by the American Association of State Highway Transportation Officials" and/or "The Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways," FDOT and consistent with comprehensive plan Policy ~~8.A.4.3~~ MOB 1.5.5.
- B. *Relation of proposed driveways and roadways to existing and planned driveways, median openings and roadways.* Proposed roadways and driveways shall be aligned with or offset from, existing and planned driveways, median openings and roadways on the same and opposite sides of the road to be connected in accordance with the following standards:

Posted speed (MPH)	Distance between access points (feet)
>45	440
36--45	245
35 and less	125

If such alignment or offset is not feasible (additional property would be required to meet the standard), the proposed driveway or roadway shall be offset from existing driveways, median openings and roadways by at least 75 feet.

Note: Nothing in this article shall be construed to deny access to any lawfully created lot or parcel.

- C. *Relation to turning lanes and ramps.* Driveways shall not be located within the taper portion of a turning lane.
- D. *Driveway paving.* Driveways which connect to a paved roadway shall be paved between the roadway edge of pavement and the right-of-way line, except that driveways which serve less than 100 trip ends per day need only pave five feet from the roadway edge of pavement.

**7.13.03. Protection standards.** As a minimum, the following performance standards apply to the protection of wetlands and threatened and endangered species. These performance standards shall be achieved through a review and permitting process.

- A. Untreated runoff channeled directly into water bodies or wetlands is prohibited.
- B. Development and construction techniques shall be compatible with the soil conditions that are specific to the site. If deemed necessary, the director shall require soil borings and tests conducted by a licensed testing facility.
- C. The natural functions of wetlands and threatened and endangered species habitat shall be protected. If a person proposes to impact wetlands or threatened and endangered species habitat, then he or she shall deliver to the county an application which will provide written documentation to demonstrate that impacts to wetlands and threatened and endangered species habitat have been avoided to the maximum extent possible. If impacts are unavoidable, the applicant shall demonstrate that impacts to wetlands and threatened and endangered species habitat have been minimized to the maximum extent possible. If the applicant has demonstrated adequate minimization of unavoidable impacts, then, and only then, the applicant may submit a mitigation plan for review and consideration. Development in wetlands shall not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development shall be restricted to allow residential density use at a maximum density of one unit per five acres, or to the density established by the future land use map containing the parcel, whichever is more restrictive, or one unit per lot of record as of February 8, 1996, if the lot of record is less than five acres in size. Lots of record do not include contiguous multiple lots under single ownership.

Mitigation will be allowed only when avoidance of any adverse degradation of the function of wetlands, or threatened and endangered species habitat, during development can not be achieved through modifications to the proposed development such as clustering, vertical development and the like. Mitigation procedures are required in any case where development degrades estuaries, wetlands, bayous, harbors, rivers, surface waters, submerged aquatic vegetation, and threatened and endangered species habitat. Degradation means any modifications, alterations, or effects on waters, wetlands, surface areas, species composition, or usefulness for human or natural uses which are or may potentially be harmful or injurious to human health, welfare, safety or property, to biological productivity, species diversity, or ecosystem stability which unreasonably interferes with the functions and values of natural resources on the property, including outdoor recreation. Degradation shall also include secondary or cumulative impacts to off-site wetlands and threatened and endangered species habitat in the watershed. The minimum 30-foot buffer requirement (section 7.13.03.N) will satisfy the county's secondary impact concerns.

Mitigation usually consists of measures which compensate for, or enhance, the aspects of the project that do not otherwise meet permitting criteria or to compensate for unavoidable natural resource losses. It may include purchase, creation, restoration, and/or enhancement of wetlands, performing works or modification that causes a net improvement in water quality or aquatic habitat, or enhancement of the hydrology of wetland areas which have been altered, impounded or drained. Before considering mitigation, all reasonable measures must first be taken to avoid and minimize the adverse impacts to natural resources which otherwise rendered the project unpermittable. Compensatory mitigation, by which wetlands and threatened and endangered species habitat are purchased, created, enhanced and/or restored to compensate for the loss of such lands, should be of the same type, or should replace the same functions and values, as that destroyed or degraded.

The county shall establish a system for mitigation banking or an in-lieu fee program, to be accepted by the USACOE and the FDEP, whereby the applicant may financially contribute to a fund to purchase or restore wetlands and environmentally sensitive lands. (Ord. No. 97-51, Section 1, 10-2-1997)

- D. The mitigation plan submitted to the county shall provide details of the applicant's creation, restoration, enhancement, and/or preservation intentions to compensate for the unavoidable impacts to wetlands and threatened and endangered species habitat. The mitigation plan shall include provisions for the replacement of the predominant functional values of the lost wetlands and threatened and endangered species habitat. Wetland



mitigation plans shall be based on the Uniform Mitigation Assessment Method in F.S. 373.414(18), as amended, and Fla. Admin. Code ch. 62-345, as amended.

The mitigation plan shall comply with all federal, state, and local laws and regulations. On a case by case basis, the county may require additional mitigation beyond what the USACOE and FDEP require. The mitigation plan will specify the criteria by which success will be measured, the maintenance requirements as specified in section 4.03.04, and it will include a five-year monitoring plan, or provide adequate assurances, such as bonding, to assess and document these success criteria. All mitigation activities shall be completed, or adequate assurances provided, such as bonding, before issuance of a land disturbance permit, before construction plan approval, or before issuance of a building permit. Where there is no practical opportunity for on site mitigation, or when the use of in-lieu fee mitigation is environmentally preferable to on site mitigation, the county will consider a cash in-lieu fee payment to the Escambia County Environmental Lands Trust Fund (ECELTF) to satisfy the requirement for the county's mitigation, if the applicant requests this mitigation option.

E. Option for cash payment in lieu of mitigation. The cash in-lieu fee payment shall be based on an assessment of the area(s) to be impacted. The amount of the in-lieu fee payment shall be based on the following criteria:

1. Reasonable cost estimate of all funds needed to compensate for the impacts to wetlands or threatened and endangered species habitat, including land acquisition and initial physical and biological improvements. Funds collected should ensure the replacement of functions and values of impacted areas, consistent with applicable regulations and permit conditions. The replacement mitigation property purchased by the county should be of the same or better wetland type and quality, or of the same or better threatened and endangered species habitat type and quality, as the impacted site.
2. The amount of fee in-lieu of mitigation shall be based on a certified property appraiser's compilation and analysis of sales data of sites containing a minimum of 70 percent wetlands in the same watershed (Perdido Bay or Escambia Bay). The appraisal shall be updated every three years by Escambia County.

The impacted wetland will be rated, prioritized, and placed into one of three categories according to its quality: high quality, medium quality, or low quality based on results of a habitat assessment through the Uniform Mitigation Assessment Method F.S. § 373.414(18), as amended, and Fla. Admin. Code ch. 62-345, as amended. This assessment will score the wetland from 0--10, 0 being a low quality wetland and 10 being a high quality wetland. If a wetland is rated an 8--10, then it will be rated high quality. If it is rated a 5--7, it will be rated medium quality. If it is rated 0--4, it will result in a wetland being rated low quality. However, presence of threatened or endangered species habitat will automatically rate a wetland as high quality. Medium quality wetlands will be valued at 75 percent of the value of a high quality wetland in the area, and low quality wetlands will be valued at 50 percent of the value of a high quality wetland in the area. The applicant has final determination of use and acceptance of the in-lieu fee for low priority wetlands only.

3. Pensacola Beach and Perdido Key shall be omitted from the in-lieu fee mitigation option except for impacts to the Perdido Key Beach Mouse and/or associated habitats.

[4. Reserved.]

5. Authority; purpose; scope. Ordinance No. 2006-2 is enacted under authority of Article VII, Section 1(f) of the Constitution of the State of Florida and F.S. ch. 125 for the purpose of providing a mechanism for imposition and collection of a recurring annual assessment for those properties involved in mitigation for Perdido Key Beach Mouse habitat impacts.

- a. *Short title.* This subsection shall be known as "The Perdido Key Beach Mouse Special Assessment Ordinance," and may be cited as such.

- b. *Legislative findings.*

- (1) Approximately 240 acres of private property on Perdido Key on which are located primary, secondary and scrub dunes have been identified as habitat for the Perdido Key Beach Mouse.

- (2) Those wishing to commence new development within said 240 acres of Perdido Key Beach Mouse habitat must comply with federal, state and county permitting that includes the option of mitigation for impacts to Perdido Key Beach Mouse habitat.
  - (3) Those electing to provide in-lieu fee mitigation for impacts to Perdido Key Beach Mouse habitat will be assessed an annual assessment per unit.
  - (4) Those properties responsible for these annual assessments derive a special benefit from the improvements and services provided for by the annual assessments in that they benefit from the conservation and natural resource protection.
  - (5) The assessment is fairly and reasonably apportioned among the properties in the PKBM habitat area and is based upon the extent of the impact on the habitat.
- c. *Imposition.* For those new developments or redevelopments on Perdido Key in the approximate 240 acres identified as Perdido Key Beach Mouse (PKBM) habitat that have elected mitigation for habitat impacts shall hereby be assessed an annual, recurring special assessment per unit on the subject site. The amount assessed shall be \$201.00 per new unit as a recurring annual assessment. For purposes of this subsection, "unit" shall mean dwelling unit as defined in Part III, article 3, section 3.00.01 of this Code. Additionally, for purposes of this subsection, "unit" shall also mean any commercial or lodging establishment. In those instances where a commercial establishment has definable delineations of separate ownership, each such division of separate ownership shall be considered a unit.
  - d. *Procedure for assessment.* Upon issuance of a certificate of occupancy for any unit subject to this assessment, the neighborhood and environmental services department shall report the subject parcel identification number(s) to the Escambia County Office of Management and Budget to process for collections.
  - e. *Method of collection.* Collection shall be by the uniform method of collection provided for by F.S. § 197.3632.
  - f. *Duration.* Recurring annual collections shall continue until such time as this subsection is repealed by the board of county commissioners.
  - g. *Appeal.* Any property owner assessed this special assessment in error may appeal in writing to the Escambia County Office of Management and Budget.
- F. For those lands identified by the applicant for preservation status, appropriate deed restrictions and/or conservation easements shall be placed on said lands and recorded in the public records of Escambia County. Proof of the recorded deed restriction and/or conservation easement shall be provided to the director before approval of, or as a condition of, the land disturbing permit, development order, or final plat. For conditional approvals, the deed restriction and/or conservation easement shall be recorded within ten days of the conditional approval, and prior to any land disturbing activities.
  - G. The ECELTF is hereby created for use in acquiring, restoring, enhancing, managing, and/or monitoring wetlands and threatened and endangered species habitat in Escambia County. The finance director is hereby authorized and directed to establish the ECELTF and to receive and disburse monies in accordance with the provisions of this ordinance. The ECELTF shall receive monies from the following sources:
    1. All revenues collected pursuant to sections 7.13.03.E and 7.13.06.B.
    2. All monies accepted by Escambia County in the form of grants, allocations, donations, contributions, or appropriations for the acquisition, restoration, enhancement, management, mapping, and/or monitoring of wetlands and threatened and endangered species habitat.
    3. All interest generated from the deposit or investment of these monies.
  - H. The ECELTF shall be maintained in trust by the finance director solely for the purposes set forth herein, in a separate and segregated fund of the county that shall not be commingled with other county funds until disbursed

for an authorized purpose pursuant to this section. Disbursements from the ECELTF shall only be made for the following purposes:

1. Acquisition, including by eminent domain, restoration, enhancement, management, mapping, and/or monitoring of wetlands, threatened and endangered species habitat, and conservation easements within Escambia County.
  2. All costs associated with each such acquisition including, but not limited to, appraisals, surveys, title search work, real property taxes, documentary stamps, surtax fees, and other transaction costs.
  3. Costs of administering the activities enumerated in this section.
- I. Disbursements from the ECELTF for the acquisition of eligible properties shall require approval by the board after a public hearing on the proposed acquisition. A notice of the time and place of said public hearing shall be published in a newspaper of general circulation in Escambia County a minimum of seven days prior to the public hearing. Said notice shall include the location and a brief statement of the reason for the proposed acquisition.
  - J. Applications for a wetlands or threatened and endangered species habitat permit under this ordinance shall be accompanied by a nonrefundable administrative application fee in an amount specified from time to time by the board of county commissioners.
  - K. County approvals under this section shall not relieve a person of the need to obtain a permit from the FDEP, the USACOE, the NFWFMD, or other state and federal agencies, if required. Issuance of a permit by the FDEP, the USACOE, the NFWFMD, or other state and federal agencies shall not relieve a person of the need to obtain county approval under this ordinance. The county may coordinate and develop memorandums of agreement with state and federal regulatory agencies to avoid redundancy and duplication of effort to the maximum extent possible.
  - L. Development within the 100-year floodplain and floodprone areas shall be governed by article 10 or the SRIA Flood Plain Management Regulations contained in article 13, section 13.20.00.
  - M. Stormwater detention and retention shall meet the requirements of the Escambia County Stormwater Management Provisions (see section 7.15.00), and where such areas are located near an estuary or estuarine system, wetlands, or other surface water body, shall be designed so that the shorelines are sinuous rather than straight, so that water/land interfaces are curvilinear and maximize space for growth of littoral vegetation.
  - N. Buffers shall be provided consistent with policy ~~7-A.5.7~~ CON 1.3.8. in the Escambia County Comprehensive Plan. Buffers shall be created between developments and environmentally sensitive lands, including wetlands. The purpose of the buffer is to protect wetlands and environmentally sensitive lands from the activities and impacts of development. Buffer standards apply as follows:
    1. Buffers shall function to provide protection to wetlands and environmentally sensitive lands from intrusive activities and negative impacts of development such as trespass, pets, visual impacts, vehicles, noise, lights, and stormwater. The negative impacts of the uses upon each other shall be minimized, or preferably, eliminated by the buffer such that the long-term existence and viability of the wetlands and environmentally sensitive lands, including wildlife populations, are not threatened by such impacts and activities. In other words, incompatibility between the uses is eliminated or minimized and the uses may be considered compatible, which means a condition in which land uses or conditions can co-exist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.
    2. The buffer shall be a natural barrier, or a landscaped natural barrier utilizing native vegetation, with a minimum width of 30 feet, and it may be supplemented with fencing or other manmade barriers, so long as the function of the buffer and the intent of this policy is fulfilled. Buffers shall apply to environmentally sensitive lands and those wetlands meeting the definition of wetlands as promulgated by the Florida Department of Environmental Protection in rule 62-340.200 (19) and in accordance with the State of Florida

delineation methods as set forth in F.S. § 373.042 and F.A.C. § 62-340.300. Buffers may include those lands between the wetland boundaries defined by the FDEP and the USACOE.

3. Development within the required buffer area is considered a secondary impact to wetlands and environmentally sensitive lands. On a case by case basis, unavoidable and minimized impacts to the buffer may be allowed. In this case, acceptable on-site mitigation for the impact shall be required.
4. Wet and dry pond discharge structures and associated appurtenances such as rip-rap, bubble-up structures, energy dissipaters, outfall swales, etc. are allowed to intrude into the buffer provided the outfall from the pond provides for overland sheet flow utilizing energy dissipaters or other best management practices to prevent channelized flow and erosion of sediment into the adjacent wetland.
5. To provide economic value to the property owner, the buffer zone area that is not included within platted lots may be used in the calculation of preservation mitigation acreage.
6. The director of neighborhood and environmental services department, or designee, may grant, under special conditions outlined in the procedural manual for implementation of Wetland Ordinance No. 2001-40, an administrative variance for required buffer, not to exceed 200 square feet or ten percent of the total buffer located on the lot, whichever is more restrictive.

#### **7.20.00. Locational criteria.**

**7.20.01. Intent and purpose.** It is the intent of this section to establish locational criteria for all new nonresidential uses that are not part of a predominantly residential development or planned unit development (PUD) in order to ensure the appropriate location of commercial and industrial uses and compatibility with adjacent land uses. Locational criteria is necessary to prevent ribbon commercial development, prevent/minimize negative or blighting influences on adjacent residential neighborhoods, and provide for smooth transitions in commercial intensity from major intersections. Further it is the purpose of this section to include the locational criteria required in Comprehensive Plan Policies ~~7.A.4.13 and 8.A.1.13~~ policy FLU 1.1.10 and to clarify and add additional criteria necessary to implement those requirements.

**7.20.02. Waivers.** Waivers to the roadway requirements of the locational criteria may be approved by the development review committee (DRC) and the planning board, as indicated below:

- A. The DRC may waive the roadway requirements for developments based on compatibility of the proposed uses with the surrounding area. In order to determine if unique circumstances exist that allow compatibility between uses, a compatibility analysis shall be submitted that provides competent and substantial evidence that the proposed use will be able to achieve long-term compatibility with surrounding uses as described in Comprehensive Plan Policy ~~7.A.3.8-FLU 1.1.9~~. Infill development would be an example of when a waiver could be recommended. A waiver may only be granted when one or more of the following criteria are met:
  1. The property has the original commercial or industrial zoning assigned by the county. However, if a rezoning has occurred, the property must meet all of the applicable standards for the zoning district; or
  2. The property is located within one of the county's approved redevelopment areas and the proposed use is consistent with the redevelopment plan adopted by the board of county commissioners and recommended by the community redevelopment agency (CRA).
- B. The planning board (PB) may waive the roadway requirements when determining consistency with the Comprehensive Plan and Land Development Code for a rezoning request when unique circumstances exist. In order to determine if unique circumstances exist, a compatibility analysis shall be submitted that provides competent and

substantial evidence that the proposed use will be able to achieve long-term compatibility with surrounding uses as described in Comprehensive Plan Policy ~~7.A.3.8~~ FLU 1.1.9. Infill development would be an example of when a waiver could be recommended. The (PB) may also waive the roadway requirements if the property is located within one of the county's approved redevelopment areas and the proposed use is consistent with the redevelopment plan adopted by the board of county commissioners and it has been recommended by the community redevelopment agency (CRA).

Although a waiver to the roadway requirement is granted, the property will still be required to meet all of the other performance standards for the zoning district as indicated below. The additional landscaping, buffering, and site development standards cannot be waived without obtaining a variance from the board of adjustment.

**7.20.04. Neighborhood commercial locational criteria (AMU-1, R-6, VM-1).**

- A. Neighborhood commercial uses shall be located along a collector or arterial roadway and near a collector/collector, collector/arterial, or arterial/arterial intersection and must provide a smooth transition between commercial and residential intensity.
- B. They may be located at the intersection of an arterial/local street without providing a smooth transition when the local street serves as a connection between two arterial roadways and meets all the following criteria:
  - 1. Shares access and stormwater with adjoining commercial uses or properties;
  - 2. Includes a six-foot privacy fence as part of any required buffer and develops the required landscaping and buffering to ensure long-term compatibility with adjoining uses as described in Policy ~~7.A.3.8~~ FLU 1.1.9 and article 7.
  - 3. Negative impacts of these land uses on surrounding residential areas shall be minimized by placing the lower intensity uses on the site (such as stormwater ponds and parking) next to abutting residential dwelling units and placing the higher intensity uses (such as truck loading zones and dumpsters) next to the roadway or adjacent commercial properties;
  - 4. Intrusions into recorded subdivisions shall be limited to 300 feet along the collector or arterial roadway and only the corner lots in the subdivision.
- C. They may be located along an arterial or collector roadway without meeting the above additional requirements when one of the following conditions exists:
  - 1. The property is located within one-quarter mile of a traffic generator or collector, such as commercial airports, medium to high density apartments, military installations, colleges and universities, hospitals/clinics, or other similar uses generating more than 600 daily trips; or
  - 2. The property is located in areas where existing commercial or other intensive development is established and the proposed development would constitute infill development. The intensity of the use must be of a comparable intensity of the zoning and development on the surrounding parcels and must promote compact development and not promote ribbon or strip commercial development.

**7.20.05. Retail commercial locational criteria (AMU-2, C-1, VM-2).**

- A. Retail commercial land uses shall be located at collector/arterial or arterial/arterial intersections or along an arterial or collector roadway within one-quarter mile of the intersection.

- B. They may be located along an arterial or collector roadway up to one-half mile from a collector/arterial or arterial/arterial intersection may be allowed provided all of the following criteria are met:
1. Does not abut a single-family residential zoning district (R-1, R-2, V-1, V-2, V-2A or V-3);
  2. Includes a six-foot privacy fence as part of any required buffer and develops the required landscaping and buffering to ensure long-term compatibility with adjoining uses as described in Policy ~~7-A.3.8~~ FLU 1.1.9 and article 7;
  3. Negative impacts of these land uses on surrounding residential areas shall be minimized by placing the lower intensity uses on the site (such as stormwater ponds and parking) next to abutting residential dwelling units and placing the higher intensity uses (such as truck loading zones and dumpsters) next to the roadway or adjacent commercial properties;
  4. Intrusions into recorded subdivisions shall be limited to 300 feet along the collector or arterial roadway and only the corner lots in the subdivision.
  5. A system of service roads or shared access facilities shall be required, to the maximum extent feasible, where permitted by lot size, shape, ownership patterns, and site and roadway characteristics.
- C. They may be located along an arterial or collector roadway more than one-half mile from a collector/arterial or arterial/arterial intersection without meeting the above additional requirements when one or more of the following conditions exists:
1. The property is located within one-quarter mile of a traffic generator or collector, such as commercial airports, medium to high density apartments, military installations, colleges and universities, hospitals/clinics, or other similar uses generating more than 600 daily trips; or
  2. The property is located in areas where existing commercial or other intensive development is established and the proposed development would constitute infill development. The intensity of the use must be of a comparable intensity of the zoning and development on the surrounding parcels and must promote compact development and not promote ribbon or strip commercial development.

**7.20.06. General commercial and light manufacturing locational criteria (C-2).**

- A. General commercial land uses shall be located at or in proximity to intersections of arterial/arterial roadways or along an arterial roadway within one-quarter mile of the intersection.
- B. They may be located along an arterial roadway up to one-half mile from the intersection provided that all of the following criteria are met:
1. Does not abut a single-family residential zoning district (R-1, R-2, V-1, V-2, V-2A or V-3);
  2. Includes a six-foot privacy fence as part of any required buffer and develops the required landscaping and buffering to ensure long-term compatibility with adjoining uses as described in Policy ~~7-A.3.8~~ FLU 1.1.9 and article 7;
  3. Negative impacts of these land uses on surrounding residential areas shall be minimized by placing the lower intensity uses on the site (such as stormwater ponds and parking) next to abutting residential dwelling units and placing the higher intensity uses (such as truck loading zones and dumpsters) next to the roadway or adjacent commercial properties;
  4. Intrusions into recorded subdivisions shall be limited to 300 feet along the collector or arterial roadway and only the corner lots in the subdivision;



5. A system of service roads or shared access facilities shall be required, to the maximum extent feasible, where permitted by lot size, shape, ownership patterns, and site and roadway characteristics;
6. The property is located in areas where existing commercial or other intensive development is established and the proposed development would constitute infill development. The intensity of the use must be of a comparable intensity of the zoning and development on the surrounding parcels and must promote compact development and not promote ribbon or strip commercial development.

**7.20.07. Industrial locational criteria (ID-CP, ID-1, ID-2). New industrial development must meet the following locational criteria:**

1. Industrial uses shall be located so that the negative impacts of industrial land uses on the functions of natural systems shall, as a first priority, be avoided. When impacts are unavoidable, those impacts shall be minimized.
2. Sites for industrial development shall be accessible to essential public and private facilities and services at the levels of service adopted in the Comprehensive Plan.
3. New industrial uses in the ~~MU-1, AA-13, and AA-15~~ MU-U and Commercial FLU categories may be permitted provided such use conforms to the permitted uses listed in the ID-CP and ID-1 zoning categories. ~~Industrial and MU-6 categories allow all types of industrial uses.~~
4. Sites for industrial uses shall be located with convenient access to the labor supply, raw material sources and market areas.
5. New industrial uses shall be located on parcels of land large enough to adequately support the type of industrial development proposed and minimize any adverse impacts upon surrounding properties. Compatibility of land uses shall be ensured consistent with Comprehensive Plan Policy ~~7.A.3.8.FLU1.1.9.~~
6. These industrial locational criteria apply to those future land use categories where industrial development is permitted and does not provide or permit industrial land uses in those categories that do not provide for such uses.

**9.00.00. Intent.**

This article provides certain limitations which restrict nonconforming uses and/or noncomplying buildings and structures in order to realize the legislative intent and purpose of the this Code and the adopted comprehensive plan of Escambia County. This article is intended to assist in preserving the character of established districts in light of their suitability for particular uses, and thus to promote and protect public health, safety and general welfare. See Article 8 for provisions governing abandoned and nonconforming signs.

**9.00.01. Nonconforming uses.** The provisions governing nonconforming uses set forth in this article are established to provide a gradual remedy for existing undesirable conditions resulting from such nonconforming uses. While nonconforming uses lawfully existing at the time of enactment of this Code are generally permitted to continue, this article is designed to restrict action regarding such uses which would make them more permanent establishments. NOTE: Single-family site built houses and manufactured homes/mobile homes existing at the effective date of this amendment are considered to be conforming uses. (Ref. comprehensive plan section ~~7.08~~ OBJ FLU 1.4)

**11.02.00. Airfield Influence Planning Districts (AIPD).**

**11.02.02. AIPD-1**

A. *AIPD-1 regulations.* Areas within the AIPD-1 overlay are subject to the following additional restrictions:

1. *Prohibited concentrations of population.* No use is allowed in AIPD-1 that concentrates, within a structure on a regular basis, more than 25 people per acre. This limitation applies to: sports stadiums, amphitheaters, auditoriums, clubhouses, churches, schools, hospitals, assisted living and other medical facilities, hotels and motels, restaurants and other eating and drinking establishments built to such a scale that gatherings of more than 25 people per acre would be expected on a regular basis. All such facilities must meet this density requirement or have a FAR of 0.11 in APZ-1 and Area "A" and 0.22 in APZ-2 and Area "B", whichever is less. (See section 11.04.00 for height limitations.)
2. *Parks and recreational facilities.* Outdoor sports facilities, parks and recreation areas are permitted. However, any structure located thereon shall be restricted to those that are ancillary to the outdoor sports facility, park, or recreation area. Such ancillary structures shall include, but shall not be limited to, bleachers, backstops, picnic tables, public restrooms, concession stands, etc.
3. *Other allowed uses.* Certain recreational, agricultural, manufacturing, service, trade, and industrial uses are allowed (see section 11.02.02.D.).
4. *Restrictions on residential development.* Residential development is limited to detached single-family dwellings, including mobile homes if allowed in the underlying zoning district, at maximum densities defined by the areas within the AIPD and the specific airfield as provided herein below. No attached, multifamily, or multidwelling unit structures or complexes are permitted in any area of AIPD-1. Clustering is prohibited, including mobile home parks.
5. *Density limitations.* Density limits established in the areas designated as AIPD-1 are absolute, meaning that the minimum size for any lot is the inverse of the maximum permitted density, except that density limits in AIPD-1 Area "B" are not absolute, i.e., no minimum lot size is required.
6. *Rezoning.* Rezoning to a commercial district to obtain a higher density is not permitted. Rezoning is allowed, but density is limited to the maximum density allowed in the APZ Area or AIPD in which the property is located. The overlay density takes precedence and shall be determined by the following chart, regardless of the zoning district in which the property is located. (See Article 6 for new zoning categories that allow mixed commercial and residential at a lower density.)

B. *AIPD-1 zones.*

1. *NAS Pensacola Airfield influence planning district-1.* The area between the connected outermost lines of the established accident potential zones and including all areas between the APZs and the installation boundary. All densities are absolute unless otherwise noted.

TABLE INSET:

AIPD-1	Aviation Characteristics	Maximum Density per Acre
CZ (Clear zones)	Areas at the end of the airfield runways	0

A (Area A)	An area of special concern between the west and north runways that abuts the NASP property line and includes a portion of APZ-2 south of Bayou Grande	0
APZ-1 (NASP) [Accident potential zone 1]	Immediately in line with NAS Pensacola North and West runways (Includes a small area of APZ-2 in Garcon Swamp abutting the APZ-1 off the West runway of NASP)	0
APZ-1 (Accident potential zone 1)	All other APZ-1s	0.4 1d.u./2.5ac)
B (Area B)	West of NAS Pensacola between the base boundary and the southerly curve of APZs 1 and 2	3 Not Absolute
APZ-2 (NASP) (Accident potential zone 2)	Immediately in line with NAS Pensacola North and West runways	2
APZ-2 (Accident potential zone 2)	All other APZ-2s	3

2. *NOLF Saufley*. NOLF Saufley AIPD-1 connects the outermost lines of the existing APZs The district encloses land between the APZs and the boundary of the installation and includes the following:

TABLE INSET:

AIPD-1	Aviation Characteristics	Maximum Density per Acre*
CZ (Clear zones)	Areas at the end of the airfield runways	0
APZ-1 (Accident	All APZ-1s	0.4 (1d.u./2.5ac)

potential zone-1)		
APZ-2 (Accident potential zone-2)	All APZ-2s	3
B (Area B)	An area that does not fall under a AICUZ APZ or noise contour, but is close enough to the installation to affect airfield operations; Area B includes land on all sides of the NOLF Saufley boundary	3 Not Absolute

\* All densities are absolute unless otherwise noted.

3. *NOLF Site 8.* Due to the flight characteristics of the helicopters using the NOLF Site 8, the clear zones and accident potential zones for this installation are wholly contained within its' boundary. However, concern for the health, safety and welfare of residents living in proximity to the installation has resulted in the establishment of an AIPD-1 area that extends 1,000 feet from the installation boundary and contains only Area B, with its attendant regulations:

TABLE INSET:

AIPD-1	Aviation Characteristics	Maximum Density per Acre
B (Area B)	An area that does not fall under an AICUZ APZ or noise contour, but is close enough to the installation to affect or be affected by airfield operations; Area B includes land abutting all sides of the NOLF Site 8 boundary.	3 Not Absolute

*C. Airfield Influence Planning District-1, permitted, prohibited and conditional uses.* Listings of allowed uses in the various zoning categories when they lay beneath AIPD-1 overlay zones are detailed below.

Permitted and conditional uses are based upon the underlying zoning along with recommended land uses in accident potential zones as contained in "Table 3, Air Installations Compatible Use Zones, Suggested Land Use Compatibility in Accident Potential Zones," OPNAV INST11010.36B, or the most current edition of the AICUZ Program Procedures and Guidelines for Department of the Navy Air Installations.

1. *AG, agricultural and VAG, villages agricultural districts.* Where the underlying zoning is AG, the permitted and conditional uses are as follows.

a. *Permitted uses.*

(1) *One single-family dwelling per lot of record existing as of August 21, 2001. Mobile homes are allowed as single-family dwellings, subject to the other relevant provisions of this Code. New subdivisions or developments are subject to the density limits in section 11.01.01.A.*

(2) *Agricultural, livestock grazing and agricultural-related activities and customary accessory buildings, excluding feedlots and intensive animal husbandry, i.e., herds of sufficient size to cause the accumulation of manure within the pen or pasture and/or such that a vegetative cover cannot be maintained within the enclosure. Open lots used for feeding and rearing of poultry, and barns, dairy farms, swine facilities, beef lots and barns, horse stalls (more than four), mink ranches, zoos and exotic animals shall be considered to be animal feedlots. These activities attract concentrations of birds creating a hazard to aircraft operations. Pastures shall not be considered animal feedlots. Maximum FAR of 0.28 in APZ-1; 0.56 in APZ-2 -- no activity that produces smoke, glare or involves explosives.*

(3) *Silviculture.*

(4) *Mariculture and aquaculture.*

(5) *Public utility. No above ground transmission (high tension) lines in APZ-1. Distribution lines of normal height, such as are found in subdivisions, are permitted.*

(6) *Stables, private and public. Facilities must be low intensity (four or fewer horses). Buildings shall have a maximum FAR of 0.11 in APZ-1 and 0.22 in APZ-2.*

(7) *Kennels.*

(8) *Display and sale of fruit, vegetables and similar agricultural products.*

(9) *Public utility and service structures, excluding communication towers.*

(10) *Feed and farm equipment stores.*

(11) *Animal hospitals and veterinarian clinics.*

(12) *Other rural area related commercial uses meeting the locational requirements of Comprehensive Plan Policies ~~7.A.4.13 and 8.A.1.13.~~ FLU 1.1.10.*

(13) *Golf courses, tennis centers, swimming clubs, and customary attendant facilities and accessory buildings with a maximum FAR of 0.11 in APZ-1; 0.22 in APZ-2. Facilities such as meeting places, auditoriums, large classes, etc. are not permitted. Clubhouses that meet the FAR above, or that house no more than 25 people per acre, whichever is less, are permitted in recreational areas.*

(14) *Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, Article VIII, and performance standards in Part III, the Land Development Code, Article 7).*

5. *R-6, neighborhood commercial and residential district.* Where the underlying zoning is R-6, the permitted and conditional uses are as follows.

a. *Permitted uses.*

(1) Any use permitted in the preceding district.

(2) Retail sales and services such as food and drugstores, personal service shops, hardware, home furnishings and appliances, specialty shops, bakeries, florists, etc. in APZ-2. Gross floor area of

building not to exceed 6,000 square feet and maximum FAR of 0.22. No permanent outdoor storage allowed.

(3) Nonconforming commercial uses legally existing as of August 21, 2001 shall continue as nonconforming uses subject to the provisions of Article 9, i.e., expanding a nonconforming use, etc.

(4) Appliance repair shops. No outside storage or work permitted. In APZ-2 only. Maximum FAR of 0.22.

(5) Fortune tellers, palm readers, psychics, etc., in APZ-2. Maximum FAR of 0.22.

(6) Public utility and service structures.

(7) Other uses that are similar or compatible to the uses permitted herein that would promote the intent and purposes of this district. Determination on other permitted uses shall be made by the planning board (LPA.)

b. *Conditional uses.*

(1) Any conditional use allowed in the preceding districts.

(2) Any building exceeding 120 feet height. See section 11.02.00, Height limitations.

(3) Neighborhood commercial uses that do not exceed 35,000 square feet of floor area (Comprehensive Plan Policy ~~7-A.4.13-A~~ FLU 1.1.10).

(4) Automobile service operations, including repair and restoration (not including painting), and sale of gasoline and related service station products, gross floor area not to exceed 6,000 square feet. Outside repair and/or storage and automotive painting is prohibited. Maximum FAR of 0.11 in APZ-1; 0.22 in APZ-2.

(5) Mini-warehouses meeting the following standards: Maximum FAR of 1.0 in APZ-1 and 2.0 in APZ-2.

a. One acre or less in size (building and accessory paved area).

b. Three-foot hedge along any right-of-way line.

c. Dead storage use only.

6) Motorcycle rental service; outside storage and outside vehicle repair is prohibited.

**12.06.00. Dune restoration.**

Whenever construction is to be undertaken in the area between the coastal construction control line (CCCL) and the landward limit of the shoreline protection zone, and if said construction would alter any portion of the primary dune, the county shall require the implementation of a planning board (LPA) approved dune restoration program to mitigate any damage which would result from the construction. If said restoration is to occur at Pensacola Beach, the applicant shall obtain approval from SRIA; the restoration plan will then be submitted to the growth management department director and the neighborhood and environmental services department director for review, comment and approval. The dune restoration program may be forwarded to the department of environmental protection, office of beaches and coastal systems, for review and comment. Among other things, the planting of sea oats supplemented by other appropriate native vegetation to stabilize disturbed dunes shall be required. Dune establishment should include planting (sea oats or salt-resistant vegetation), sand fencing, walkovers, etc. Sand fencing shall be constructed in a manner and



located to avoid forming barriers for sea turtles and hatchlings. NOTE: The posting of bonds or other sureties pursuant to section 4.03.00 will be required (comprehensive plan policy ~~11.A.4.4~~ OBJ COA 2.3).

#### **12.08.00. Hurricane evacuation.**

The department, in cooperation with other operating departments, shall review projects and maintain information regarding the impact of projects on hurricane evacuation times established by comprehensive plan objective ~~11.A.7~~ COA 1.3. The following standards and criteria shall govern, guide and direct the department's activities and responsibilities under this section:

- A. *Individual project evaluation.* When a proposed development project demonstrates that it meets (or passes) the test for concurrency for transportation and or traffic impact (Ref. article 5), the instant review for impact on evacuation times is deemed to have been met.
- B. *Annual evaluation.* Annually, the director shall review the cumulative development within the CHHA and along hurricane evacuation routes and, using the most recent data available, determine if the established evacuation times have been degraded or negatively impacted (and to what extent).
  - 1. The annual evaluation and report shall be promulgated with the other evaluations and reports required by comprehensive plan section ~~14.06~~ COA 1.3.8.
  - 2. The annual evaluation shall include an analysis of the issues addressed in policy ~~11.A.6.3~~ FLU 2.1.3 and policies ~~11.A.7.2 through 11.A.7.11~~ OBJ COA 1.3 and any other policies which may directly relate to the issue of hurricane evacuation.

*12.09.02. Permit requirements.* Prior to issuing a resource extraction permit for a proposed resource extraction activity, the county engineer shall be assured that the following conditions have been met:

- A. Existing and future resource extraction activities and lands used for such activities and any reclamation of any such lands shall be subject to all relevant rules and regulations including those established by F.A.C. chs. 16, 17, 18, and 39, the U.S. Clean Water Act, F.S. § 372.072, F.S. ch. 373, pt. IV, F.S. ch. 378, pt. IV, and F.S. ch. 403, local permit and development review requirements per the Escambia County Code of Ordinances, Part I, Chapter 42, Article VIII, and the Land Development Code, Article 7), among others. Before any existing resource extraction activity is permitted to expand and prior to approving any new resource extraction activities located within or adversely impacting environmentally sensitive areas, the application for expansion or establishment of a new extraction activity must be accompanied by a reclamation plan which meets all state environmental resource permit (ERP) requirements and reclamation standards required by F.A.C. ch. 62C-39, as well as comprehensive plan policies ~~11.A.1.5, 11.B.3.3 and 11.B.3.9~~ OBJ COA 2.1 and OBJ CON 1.5 for the area once the extraction activity has been completed.
- B. The resource extraction activity will not degrade or impact adjacent natural, cultural or historic resources including environmentally sensitive lands, wetlands, white sands as protected pursuant to section 12.05.00 et seq. of this article, and others.
- C. That the resource extraction activity is to be conducted more than 500 feet from any potable public water well or well field. The applicant for resource extraction must present information satisfactory to the CE wherein the locations of potable water wells or well fields are identified.

D. That the proposed resource extraction activity is compatible with adjacent land uses.

**12.10.00. Conservation of cultural/historical resources.**

This section is intended to provide protection for cultural, historic or archeological resources which may exist within Escambia County. The county shall use any available resources of the office of the secretary of state, division of historical resources, in the identification of historic structures within the county. The county will utilize guidance, direction and technical assistance received from the agency so as to insure protection of identified historic structures, sites and areas within the coastal area (and elsewhere). In addition, the county will utilize assistance from the agency together with other agencies (i.e., University of West Florida) in identifying newly discovered historic or archeological resources. The identification will include an analysis to determine the significance of the resource (also, see comprehensive plan objectives ~~7.A.4, 9.A.4 and 11.A.10~~ policy FLU 1.3.1, OBJ FLU 1.2).



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-5293**

**Growth Management Report 12. 4.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 12/05/2013

**Issue:** 5:47 p.m. - A Public Hearing Concerning Review of LDC Ordinance Amending Article 7, Fence Height In Residential Zoning Districts

**From:** Horace Jones, Interim Department Director

**Organization:** Development Services

---

#### **RECOMMENDATION:**

5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending LDC Article 7.04.01

That the Board take the following action concerning the review and adoption of an Ordinance amending LDC Article 7.04.01:

A. Ratify the scheduling and advertising of the 5:47 p.m. Public Hearing on December 5, 2013; and

B. Review and adopt an Ordinance amending Part III of the Escambia County Code of Ordinances (1999), Land Development Code (LDC), Article 7.04.01, to allow a maximum fence height of eight feet for side and rear yards in residential zoning districts.

At the November 4, 2013, Planning Board Meeting, the Board recommended approval.

Proper notices were sent and the meetings were properly advertised and thus complying with all the required procedures.

#### **BACKGROUND:**

Due to public requests and multiple Board of Adjustment variances, staff is proposing to increase the maximum fence height for side and rear yards in residential zoning districts. The current height limit is six feet and the requests and approved variances have been for eight feet.

#### **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**

Ordinance Clean Copy

---

**LEGAL REVIEW**

(COUNTY DEPARTMENT USE ONLY)

Document: Fence Height Ordinance - Draft 2 A

Date: 09/27/13

Date requested back by: 10/09/13

Requested by: Andrew Holmer

Phone Number: 595-3466

.....

(LEGAL USE ONLY)

Legal Review by SCHL

Date Received: Oct. 4, 2013

✓

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:

I made minor changes to the Cont.

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 7, SECTION 7.04.01, TO ALLOW A MAXIMUM FENCE HEIGHT OF 8 FEET FOR SIDE AND REAR YARDS IN RESIDENTIAL ZONING DISTRICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, through its Land Development Code, the Escambia County Board of County Commissioners desires to preserve the county as a desirable community in which to live, vacation and do business; and

**WHEREAS**, the intent of this Ordinance is to allow a maximum fence height of 8 feet for side and rear yards in residential zoning districts.

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

**Section 1.** Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 7, Performance Standards, Section 7.04.01, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

7.04.01. *Fence heights in residential districts. Maximum heights for fences constructed in residential districts shall be [in feet]:*

	Opaque Materials	Transparent Materials Which Do Not Obstruct Light, Air and Visibility
Front yard	3	4
Side yard	<del>6</del> <u>8</u>	<del>6</del> <u>8</u>
Rear yard	<del>6</del> <u>8</u>	<del>6</del> <u>8</u>

Barbed wire and electrified fences are permitted in RR and VR rural residential districts. Below-ground electrified fences are permitted in all residential districts. Above-ground electrified fences are permitted in residential districts provided that such fences are located inside, are completely enclosed and do not come in contact with a perimeter fence erected according to the height standards above. Electrified fences in residential districts shall be of the type that are permitted under the electrical building code listing and shall also meet fence height standards for regular fences.



Where a fence is located at a common property line with varying elevation, including berms and sloping ground, the height shall be measured and averaged at regular intervals along the property line. The final height shall be determined by averaging the dimensions obtained from measured interval averages. The fence height includes height of berm and sloping grounds. The measured interval distances shall be eight feet.

**Section 2. Severability.**

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

**Section 3. Inclusion in Code.**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 4. Effective Date.**

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

**DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBA COUNTY, FLORIDA**

By: \_\_\_\_\_  
**Lumon J. May, 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-5295**

**Growth Management Report 12. 5.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 12/05/2013

**Issue:** 5:48 p.m. - A Public Hearing Concerning the Review of an LDC Ordinance  
Article 6, One Acre Minimum Lot Size

**From:** Horace Jones, Interim Department Director

**Organization:** Development Services

---

#### **RECOMMENDATION:**

5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Article 6.05.24.

That the Board take the following action concerning the review and adoption of an Ordinance amending LDC Article 6.05.24:

- A. Ratify the scheduling and advertising of the December 5, 2013, 5:48 p.m Public Hearing; and
- B. Review and adopt an Ordinance to amend the Escambia County Land Development Code (LDC), Article 6.05.24.A, to provide a one-acre minimum lot size for new subdivisions in V-1 zoning.

At the November 4, 2013 Planning Board Meeting, the Board recommended approval.

Proper notices were sent and the meetings were properly advertised and thus complying with all the required procedures.

This Hearing serves as the first of two required Public Hearings before the Board of County Commissioners (BCC), as set forth in Section 2.08.04 (b) and F.S. 125.66(4)(b).

#### **BACKGROUND:**

At the BCC Meeting on August 20, 2013, staff was directed to consider creating a zoning district that would provide an option for single-family residential with a minimum lot size of one acre. Through discussion at the September Planning Board Meeting this proposed ordinance was developed as a way to provide that one acre option.

#### **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**

Ordinance Clean Copy

---

---

**LEGAL REVIEW**

(COUNTY DEPARTMENT USE ONLY)

Document: One Acre Lots option - Draft 2A


Date: 10/03/13

Date requested back by: 10/14/13

Requested by: Andrew Holmer

Phone Number: 595-3466

.....  
(LEGAL USE ONLY)

Legal Review by 

Date Received: Oct. 3, 2013

☒ Approved as to form and legal sufficiency.

☐ Not approved.

☐ Make subject to legal signoff.

Additional comments:

*I made minor changes in the title  
and whereas clauses.*

ORDINANCE NUMBER 2013-\_\_\_\_

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.05.24.A, TO PROVIDE A ONE ACRE MINIMUM LOT SIZE FOR NEW SUBDIVISIONS IN V-1 ZONING; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, through its Land Development Code, the Escambia County Board of County Commissioners desires to preserve the county as a desirable community in which to live, vacation and do business; *and*

**WHEREAS**, the intent of this Ordinance is to provide a one acre minimum lot size for new subdivisions in V-1 zoning.

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

**Section 1.** Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 6, Zoning Districts, Section 6.05.24, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

*6.05.24. V villages single-family residential district.*

V-1-- Villages single-family residential--Gross density (one unit per acre).

V-2-- Villages single-family residential--Gross density (two units per acre).

V-2A-- Villages single-family residential--Gross density (three units per acre).

V-3-- Villages single-family residential--Gross density (five units per acre).

These maximum densities may or may not be attainable based on other code provisions and site-specific conditions.

A. *Intent and purpose of V-1 through V-3 districts.* Single-family detached residential district characterized by urban land development patterns with residential subdivision densities varying from one unit per acre to five units per acre. Mobile homes are not allowed. No minimum lot size is required for new subdivisions with the exception of V-1, which has a minimum lot size of one acre, but development must meet overall maximum density requirements. V-2A may be used in any AIPD overlay area with a compatible future land use designation. Density will be determined by the accident potential zone density allowed for their property, not to

exceed three d.u./acre. In AIPD-2, density is limited to three d.u./acre. Refer to article 11 for uses and densities allowed in V, villages single-family residential areas located in the Airport/Airfield Environs. Structures within Airport/Airfield Environs, Zones, and Surfaces remain subject to the height definitions, height restrictions, and methods of height calculation set forth in article 11.

**Section 2. Severability.**

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

**Section 3. Inclusion in Code.**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 4. Effective Date.**

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

**DONE AND ENACTED** this\_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

By: \_\_\_\_\_  
**Lumon J. May, 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-5296**

**Growth Management Report 12. 6.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 12/05/2013

**Issue:** 5:49 p.m. - A Public Hearing Concerning the Review of the LDC Ordinance Article 10, Floodplain Management

**From:** Horace Jones, Interim Department Director

**Organization:** Development Services

---

#### **RECOMMENDATION:**

5:49 p.m. - A Public Hearing Concerning the Review of an Ordinance Repealing and Replacing LDC Article 10

That the Board take the following action concerning the review and adoption of an Ordinance repealing and replacing LDC Article 10:

A. Ratify the scheduling and advertising of the 5:49 p.m. Public Hearing on December 5, 2013; and

B. Review and adopt an Ordinance to amend the Escambia County Land Development Code (LDC), Article 10, Floodplain Management, to repeal and replace Article 10, in its entirety, and to adopt a new Article 10, Floodplain Management.

At the November 4, 2013, Planning Board Meeting, the Board recommended approval.

Proper notices were sent and the meetings were properly advertised and thus complying with all the required procedures.

#### **BACKGROUND:**

The Ordinance was prepared by the Florida Department of Emergency Management and explicitly coordinates with the current Florida Building Code (FBC) flood provisions which were added when the 2010 FBC went into effect on March 15, 2012. The model ordinance, which also contains language for local administrative code amendments, is specifically designed to repeal and replace existing regulations, to satisfy the National Flood Insurance Program (NFIP), to coordinate with the FBC, and to meet the requirements of section 53.73(5), F.S. These provisions are based largely on various Federal Emergency Management Agency guidance documents which makes it easier for both communities and applicants to apply NFIP consistent requirements.

#### **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**

Clean Copy Ordinance

---

---

**LEGAL REVIEW**

(COUNTY DEPARTMENT USE ONLY)

Document: Article 10 & Ordinance

Date: 10/8/2013

Date requested back by: \_\_\_\_\_

Requested by: J. C. Lemos

Phone Number: 595-3467

.....

(LEGAL USE ONLY)

Legal Review by *[Signature]*

Date Received: Oct. 15, 2013

☒ Approved as to form and legal sufficiency.

☐ Not approved.

☐ Make subject to legal signoff.

Additional comments:

*Inside changes to format and text.*

**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, TO REPEAL AND REPLACE ARTICLE 10, FLOODPLAIN MANAGEMENT, IN ITS ENTIRETY; TO ADOPT A NEW ARTICLE 10, FLOODPLAIN MANAGEMENT; TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

**WHEREAS**, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of Escambia County and that such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

**WHEREAS**, the Escambia County was accepted for participation in the National Flood Insurance Program on 30 September 1997 and the Board of County Commissioners desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

**NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of Escambia County that the following Floodplain Management regulations are hereby adopted.

**Section 1. Purpose.**

The purpose of this ordinance is to repeal and replace Article 10 of the Escambia County Land Development Code, Floodplain Management. This ordinance specifically repeals and replaces the following ordinance(s) and regulation(s): (Ord. No. 2006-4, § 2, 1-5-2006; Ord. No. 2006-71, § 1, 9-7-2006).

**Section 2. Land Development Code.**

Article 10 of the Escambia County Land Development Code is repealed and replaced as shown in the attached Exhibit A.

**Section 3. 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.

**Section 4. 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 or phrase in order to accomplish its intentions.

**Section 5. Effective date.**

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

**DONE AND ENACTED** this \_\_\_\_ day of \_\_\_\_\_, 2013.

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

By: \_\_\_\_\_  
Lumon J. May, Chairman

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

By: \_\_\_\_\_ Date Executed: \_\_\_\_\_  
Deputy Clerk

(SEAL)

**ENACTED:**

**FILED WITH THE DEPARTMENT OF STATE:**

**EFFECTIVE DATE:**

ATTACHMENTS:  
LDC Article 10. Floodplain Management

1 **Article 10. Floodplain Management**

2  
3 **10.00.00 ADMINISTRATION**

4  
5 **10.00.01 Title.** These regulations shall be known as the *Floodplain Management Ordinance of*  
6 **Escambia County**, hereinafter referred to as "this ordinance."

7  
8 **10.00.02 Scope.** The provisions of this ordinance shall apply to all development that is wholly  
9 within or partially within any flood hazard area, including but not limited to the subdivision of land;  
10 filling, grading, and other site improvements and utility installations; construction, alteration,  
11 remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings,  
12 structures, and facilities that are exempt from the *Florida Building Code*; placement, installation, or  
13 replacement of manufactured homes and manufactured buildings; installation or replacement of  
14 tanks; placement of recreational vehicles; installation of swimming pools; and any other  
15 development.

16  
17 **10.00.03 Intent.** The purposes of this ordinance and the flood load and flood resistant  
18 construction requirements of the *Florida Building Code* are to establish minimum requirements  
19 to safeguard the public health, safety, and general welfare and to minimize public and private  
20 losses due to flooding through regulation of development in flood hazard areas to:

- 21 A. Minimize unnecessary disruption of commerce, access and public service during times  
22 of flooding;
- 23 B. Require the use of appropriate construction practices in order to prevent or minimize  
24 future flood damage;
- 25 C. Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage  
26 of equipment or materials, and other development which may increase flood damage or  
27 erosion potential;
- 28 D. Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize  
29 the impact of development on the natural and beneficial functions of the floodplain;
- 30 E. Minimize damage to public and private facilities and utilities;
- 31 F. Help maintain a stable tax base by providing for the sound use and development of flood  
32 hazard areas;
- 33 G. Minimize the need for future expenditure of public funds for flood control projects and  
34 response to and recovery from flood events; and
- 35 H. Meet the requirements of the National Flood Insurance Program for community  
36 participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

37  
38 **10.00.04 Coordination with the *Florida Building Code*.** This ordinance is intended to be  
39 administered and enforced in conjunction with the *Florida Building Code*. Where cited, ASCE  
40 24 refers to the edition of the standard that is referenced by the *Florida Building Code*.

41  
42 **10.00.05 Warning.** The degree of flood protection required by this ordinance and the *Florida*  
43 *Building Code*, as amended by this community, is considered the minimum reasonable for  
44 regulatory purposes and is based on scientific and engineering considerations. Larger floods can  
45 and will occur. Flood heights may be increased by man-made or natural causes. This ordinance  
46 does not imply that land outside of mapped special flood hazard areas, or that uses permitted within



such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this ordinance.

**10.00.06 Disclaimer of Liability.** This ordinance shall not create liability on the part of **Board of County Commissioners of Escambia County** or by any officer or employee thereof for any flood damage that results from reliance on this ordinance or any administrative decision lawfully made thereunder.

#### **10.01.00 APPLICABILITY**

**10.01.01 General.** Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

**10.01.02 Areas to which this ordinance applies.** This ordinance shall apply to all flood hazard areas within **Escambia County**, as established in Section 10.01.03 of this ordinance.

**10.01.03 Basis for establishing flood hazard areas.** The Flood Insurance Study for **Escambia County, Florida and Incorporated Areas** dated September 29, 2006, and the accompanying Flood Insurance Rate Maps (FIRM), are adopted by reference as a part of this ordinance and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the **Escambia County Development Services Department, 3363 West Park Place, Pensacola, Florida 32505.**

**10.01.04 Submission of additional data to establish flood hazard areas.** To establish flood hazard areas and base flood elevations, pursuant to Section 10.04.00 of this ordinance the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

1. Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this ordinance and, as applicable, the requirements of the *Florida Building Code*.
2. Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

**10.01.05 Other laws.** The provisions of this ordinance shall not be deemed to nullify any provisions of local, state or federal law.

**10.01.06 Abrogation and greater restrictions.** This ordinance supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any other provisions of existing ordinances including but not limited to land development regulations, zoning ordinances stormwater management regulations, or the *Florida Building Code*. In the event of a conflict between this ordinance and any other ordinance, the more restrictive shall govern. This ordinance shall not impair any deed restriction, covenant or

1 easement, but any land that is subject to such interests shall also be governed by this  
2 ordinance.

3  
4 **10.01.07 Interpretation.** In the interpretation and application of this ordinance, all provisions  
5 shall be:

- 6 1. Considered as minimum requirements;
- 7 2. Liberally construed in favor of the governing body; and
- 8 3. Deemed neither to limit nor repeal any other powers granted under state statutes.

9  
10 **10.02.00 DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR**

11  
12 **10.02.01 Designation.** The County Administrator is designated as the Floodplain  
13 Administrator. The Floodplain Administrator may delegate performance of certain duties to other  
14 employees.

15  
16 **10.02.02 General.** The Floodplain Administrator is authorized and directed to administer and  
17 enforce the provisions of this ordinance. The Floodplain Administrator shall have the authority to  
18 render interpretations of this ordinance consistent with the intent and purpose of this ordinance  
19 and may establish policies and procedures in order to clarify the application of its provisions.  
20 Such interpretations, policies, and procedures shall not have the effect of waiving requirements  
21 specifically provided in this ordinance without the granting of a variance pursuant to Section  
22 10.06.00 of this ordinance.

23  
24 **10.02.03 Applications and permits.** The Floodplain Administrator, in coordination with other  
25 pertinent offices of the community, shall:

- 26 1. Review applications and plans to determine whether proposed new development will be  
27 located in flood hazard areas;
- 28 2. Review applications for modification of any existing development in flood hazard areas  
29 for compliance with the requirements of this ordinance;
- 30 3. Interpret flood hazard area boundaries where such interpretation is necessary to  
31 determine the exact location of boundaries; a person contesting the determination shall  
32 have the opportunity to appeal the interpretation;
- 33 4. Provide available flood elevation and flood hazard information;
- 34 5. Determine whether additional flood hazard data shall be obtained from other sources or  
35 shall be developed by an applicant;
- 36 6. Review applications to determine whether proposed development will be reasonably  
37 safe from flooding;
- 38 7. Issue floodplain development permits or approvals for development other than buildings  
39 and structures that are subject to the *Florida Building Code*, including buildings,  
40 structures and facilities exempt from the *Florida Building Code*, when compliance with  
41 this ordinance is demonstrated, or disapprove the same in the event of noncompliance;  
42 and
- 43 8. Coordinate with and provide comments to the Building Official to assure that  
44 applications, plan reviews, and inspections for buildings and structures in flood hazard  
45 areas comply with the applicable provisions of this ordinance.

1  
2 **10.02.04 Substantial Improvements and substantial damage determinations.** For  
3 applications for building permits to improve buildings and structures, including alterations,  
4 movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations,  
5 renovations, substantial improvements, repairs of substantial damage, and any other  
6 improvement of or work on such buildings and structures, the Floodplain Administrator, in  
7 coordination with the Building Official, shall:

- 8 1. Estimate the market value, or require the applicant to obtain an appraisal of the market  
9 value prepared by a qualified independent appraiser, of the building or structure before  
10 the start of construction of the proposed work; in the case of repair, the market value of  
11 the building or structure shall be the market value before the damage occurred and  
12 before any repairs are made;
- 13 2. Compare the cost to perform the improvement, the cost to repair a damaged building to  
14 its pre-damaged condition, or the combined costs of improvements and repairs, if  
15 applicable, to the market value of the building or structure;
- 16 3. Determine and document whether the proposed work constitutes substantial  
17 improvement or repair of substantial damage;
- 18 4. Notify the applicant if it is determined that the work constitutes substantial improvement  
19 or repair of substantial damage and that compliance with the flood resistant construction  
20 requirements of the *Florida Building Code* and this ordinance is required.

21  
22 **10.02.05 Modifications of the strict application of the requirements of the *Florida Building***  
23 ***Code*.** The Floodplain Administrator shall review requests submitted to the Building Official that  
24 seek approval to modify the strict application of the flood load and flood resistant construction  
25 requirements of the *Florida Building Code* to determine whether such requests require the  
26 granting of a variance pursuant to Section 10.06.00 of this ordinance.

27  
28 **10.02.06 Notices and orders.** The Floodplain Administrator shall coordinate with appropriate  
29 local agencies for the issuance of all necessary notices or orders to ensure compliance with this  
30 ordinance.

31  
32 **10.02.07 Inspections.** The Floodplain Administrator shall make the required inspections as  
33 specified in Section 10.05.00 of this ordinance for development that is not subject to the *Florida*  
34 *Building Code*, including buildings, structures and facilities exempt from the *Florida Building*  
35 *Code*. The Floodplain Administrator shall inspect flood hazard areas to determine if  
36 development is undertaken without issuance of a permit.

37  
38 **10.02.08 Other duties of the Floodplain Administrator.** The Floodplain Administrator shall  
39 have other duties, including but not limited to:

- 40  
41 1. In coordination with the Building Official review all permits for construction within the  
42 Special Flood Hazard Areas to ensure that the proposed project meets the freeboard  
43 requirements. In Escambia County the freeboard requirement is 3 feet above the  
44 designated FEMA Base Flood Elevation.
- 45 2. Establish, in coordination with the Building Official, procedures for administering and  
46 documenting determinations of substantial improvement and substantial damage made  
47 pursuant to Section 10.02.04 of this ordinance;

3. Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
4. Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available;
5. Review required design certifications and documentation of elevations specified by this ordinance and the *Florida Building Code* to determine that such certifications and documentations are complete; and
6. Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on Flood Insurance Rate Maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas."

**10.02.09 Floodplain management records.** Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this ordinance and the flood resistant construction requirements of the *Florida Building Code*, including Flood Insurance Rate Maps; Letters of Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the *Florida Building Code* and this ordinance; notifications to adjacent communities, FEMA, and the state, related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this ordinance and the flood resistant construction requirements of the *Florida Building Code*. These records shall be available for public inspection at Escambia County Development Services.

### **10.03.00 PERMITS**

**10.03.01 Permits required.** Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this ordinance, including buildings, structures and facilities exempt from the *Florida Building Code*, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this ordinance and all other applicable codes and regulations has been satisfied.

**10.03.02 Floodplain development permits or approvals.** Floodplain development permits or approvals shall be issued pursuant to this ordinance for any development activities not subject to the requirements of the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain

development permit or approval is required in addition to a building permit.

**10.03.03 Buildings, structures and facilities exempt from the *Florida Building Code*.**

Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the *Florida Building Code* and any further exemptions provided by law, which are subject to the requirements of this ordinance:

1. Railroads and ancillary facilities associated with the railroad.
2. Nonresidential farm buildings on farms, as provided in Section 604.50, F.S.
3. Temporary buildings or sheds used exclusively for construction purposes.
4. Mobile or modular structures used as temporary offices.
5. Those structures or facilities of electric utilities, as defined in Section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.
6. Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
7. Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
8. Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
9. Structures identified in Section 553.73(10)(k), F.S., are not exempt from the *Florida Building Code* if such structures are located in flood hazard areas established on Flood Insurance Rate Maps

**10.03.04 Application for a permit or approval.** To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

1. Identify and describe the development to be covered by the permit or approval.
2. Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
3. Indicate the use and occupancy for which the proposed development is intended.
4. Be accompanied by a site plan or construction documents as specified in Section 10.04.00 of this ordinance.
5. State the valuation of the proposed work.
6. Be signed by the applicant or the applicant's authorized agent.
7. Give such other data and information as required by the Floodplain Administrator.

**10.03.05 Validity of permit or approval.** The issuance of a floodplain development permit or approval pursuant to this ordinance shall not be construed to be a permit for, or approval of, any

violation of this ordinance, the *Florida Building Codes*, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

**10.03.06 Expiration.** A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

**10.03.07 Suspension or revocation.** The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this ordinance or any other ordinance, regulation or requirement of this community.

**10.03.08 Other permits.** Floodplain development permits and building permits shall include a disclaimer that all other applicable state or federal permits be obtained by the applicant before commencement of the permitted development. Such permits may include but not limited to the following:

1. The Northwest Florida Water Management District; Section 373.036, F.S.
2. Florida Department of Health for onsite sewage treatment and disposal systems; Section 381.0065, F.S. and Chapter 64E-6, F.A.C.
3. Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; Section 161.141, F.S.
4. Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; Section 161.055, F.S.
5. Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
6. Federal permits and approvals.

#### **10.04.00 SITE PLANS AND CONSTRUCTION DOCUMENTS**

**10.04.01 Information for development in flood hazard areas.** The site plan or construction documents for any development subject to the requirements of this ordinance shall be drawn to scale and shall include, as applicable to the proposed development:

1. Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development. All new construction or substantial improvement of any commercial or residential structure (including manufactured home) within a Special Flood Hazard Area shall have the lowest floor, including basement, elevated to three feet above the designated base flood elevation.
2. Where base flood elevations, or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 10.04.02(2)



or (3) of this ordinance.

3. Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 10.04.02(1) of this ordinance.
4. Location of the proposed activity and proposed structures, and locations of current buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.
5. Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
6. Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
7. Delineation of the Coastal Construction Control Line or notation that the site is seaward of the coastal construction control line, if applicable.
8. Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.
9. Existing and proposed alignment of any proposed alteration of a watercourse.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this ordinance but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this ordinance.

**10.04.02 Information in flood hazard areas without base flood elevations (approximate Zone A).** Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator shall:

1. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
2. Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.
3. Where base flood elevation data and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
  - a. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
  - b. Specify that the base flood elevation is 3 feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two (2) feet.

- 1 4. Where the base flood elevation data are to be used to support a Letter of Map Change  
2 from FEMA, advise the applicant that the analyses shall be prepared by a Florida  
3 licensed engineer in a format required by FEMA, and that it shall be the responsibility of  
4 the applicant to satisfy the submittal requirements and pay the processing fees.  
5

6 **10.04.03 Additional analyses and certifications.** As applicable to the location and nature of  
7 the proposed development activity, and in addition to the requirements of this section, the  
8 applicant shall have the following analyses signed and sealed by a Florida licensed engineer for  
9 submission with the site plan and construction documents:

- 10 1. For development activities proposed to be located in a regulatory floodway, a floodway  
11 encroachment analysis that demonstrates that the encroachment of the proposed  
12 development will not cause any increase in base flood elevations; where the applicant  
13 proposes to undertake development activities that do increase base flood elevations, the  
14 applicant shall submit such analysis to FEMA as specified in 10.04.04 of this ordinance  
15 and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site  
16 plan and construction documents.
- 17 2. For development activities proposed to be located in a riverine flood hazard area for  
18 which base flood elevations are included in the Flood Insurance Study or on the FIRM  
19 and floodways have not been designated, a hydrological and hydraulic analysis that  
20 demonstrates that the cumulative effect of the proposed development, when combined  
21 with all other existing and anticipated flood hazard area encroachments, will not increase  
22 the base flood elevation more than one (1) foot at any point within the community. This  
23 requirement does not apply in isolated flood hazard areas not connected to a riverine  
24 flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.
- 25 3. For alteration of a watercourse, an engineering analysis prepared in accordance with  
26 standard engineering practices which demonstrates that the flood-carrying capacity of  
27 the altered or relocated portion of the watercourse will not be decreased, and  
28 certification that the altered watercourse shall be maintained in a manner which  
29 preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to  
30 FEMA as specified in Section 10.04.04 of this ordinance.
- 31 4. For activities that propose to alter sand dunes or mangrove stands in coastal high  
32 hazard areas (Zone V), an engineering analysis that demonstrates that the proposed  
33 alteration will not increase the potential for flood damage.  
34

35 **10.04.04 Submission of additional data.** When additional hydrologic, hydraulic or other  
36 engineering data, studies, and additional analyses are submitted to support an application, the  
37 applicant has the right to seek a Letter of Map Change from FEMA to change the base flood  
38 elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on  
39 FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared  
40 by a Florida licensed engineer in a format required by FEMA. Submittal requirements and  
41 processing fees shall be the responsibility of the applicant.

## 42 **10.05.00 INSPECTIONS**

43 **10.05.01 General.** Development for which a floodplain development permit or approval is  
44 required shall be subject to inspection.  
45

46 **10.05.02 Development other than buildings and structures.** The Floodplain Administrator  
47  
48

1 shall inspect all development to determine compliance with the requirements of this ordinance  
2 and the conditions of issued floodplain development permits or approvals.

3  
4 **10.05.03 Buildings, structures and facilities exempt from the *Florida Building Code*.** The  
5 Floodplain Administrator shall inspect buildings, structures and facilities exempt from the *Florida*  
6 *Building Code* to determine compliance with the requirements of this ordinance and the  
7 conditions of issued floodplain development permits or approvals.

8  
9 **10.05.04 Buildings, structures and facilities exempt from the *Florida Building Code*,  
10 lowest floor inspection.** Upon placement of the lowest floor, including basement, and prior to  
11 further vertical construction, the owner of a building, structure or facility exempt from the *Florida*  
12 *Building Code*, or the owner's authorized agent, shall submit to the Floodplain Administrator:

- 13 1. If a design flood elevation was used to determine the required elevation of the lowest  
14 floor, the certification of elevation of the lowest floor prepared and sealed by a Florida  
15 licensed professional surveyor; or
- 16 2. If the elevation used to determine the required elevation of the lowest floor was  
17 determined in accordance with Section 10.04.02(3)(b) of this ordinance, the  
18 documentation of height of the lowest floor above highest adjacent grade, prepared by  
19 the owner or the owner's authorized agent.

20  
21 **10.05.05 Buildings, structures and facilities exempt from the *Florida Building Code*, final  
22 inspection.** As part of the final inspection, the owner or owner's authorized agent shall submit  
23 to the Floodplain Administrator a final certification of elevation of the lowest floor or final  
24 documentation of the height of the lowest floor above the highest adjacent grade; such  
25 certifications and documentations shall be prepared as specified in Section 10.05.04 of this  
26 ordinance.

27  
28 **10.05.06 Manufactured homes.** The **Building Official** shall inspect manufactured homes that  
29 are installed or replaced in flood hazard areas to determine compliance with the requirements of  
30 this ordinance and the conditions of the issued permit. Upon placement of a manufactured  
31 home, certification of the elevation of the lowest floor shall be submitted to the **Building**  
32 **Official**.

## 33 34 **10.06.00 VARIANCES AND APPEALS**

35  
36 **10.06.01 General.** The **Escambia County Board of Adjustments (BOA)** shall hear and decide  
37 on requests for appeals and requests for variances from the strict application of this ordinance.  
38 Pursuant to Section 553.73(5), F.S., the **BOA** shall hear and decide on requests for appeals  
39 and requests for variances from the strict application of the flood resistant construction  
40 requirements of the *Florida Building Code*. This section does not apply to Section 3109 of the  
41 *Florida Building Code, Building*.

42  
43 **10.06.02 Appeals.** The **BOA** shall hear and decide appeals when it is alleged there is an error  
44 in any requirement, decision, or determination made by the Floodplain Administrator in the  
45 administration and enforcement of this ordinance. Any person aggrieved by the decision of  
46 **BOA** may appeal such decision to the Circuit Court, as provided by Florida Statutes.

47  
48 **10.06.03 Limitations on authority to grant variances.** The **BOA** shall base its decisions on  
49 variances on technical justifications submitted by applicants, the considerations for issuance in  
50 Section 10.06.07 of this ordinance, the conditions of issuance set forth in Section 10.06.08 of

1 this ordinance, and the comments and recommendations of the Floodplain Administrator and  
2 the Building Official. The BOA has the right to attach such conditions as it deems necessary to  
3 further the purposes and objectives of this ordinance.

4  
5 **10.06.04 Restrictions in floodways.** A variance shall not be issued for any proposed  
6 development in a floodway if any increase in base flood elevations would result, as evidenced  
7 by the applicable analyses and certifications required in Section 10.04.03 of this ordinance.

8  
9 **10.06.05 Historic buildings.** A variance is authorized to be issued for the repair, improvement,  
10 or rehabilitation of a historic building that is determined eligible for the exception to the flood  
11 resistant construction requirements of the *Florida Building Code, Existing Building*, Chapter 11  
12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation  
13 will not preclude the building's continued designation as a historic building and the variance is  
14 the minimum necessary to preserve the historic character and design of the building. If the  
15 proposed work precludes the building's continued designation as a historic building, a variance  
16 shall not be granted and the building and any repair, improvement, and rehabilitation shall be  
17 subject to the requirements of the *Florida Building Code*.

18  
19 **10.06.06 Functionally dependent uses.** A variance is authorized to be issued for the  
20 construction or substantial improvement necessary for the conduct of a functionally dependent  
21 use, as defined in this ordinance, provided the variance meets the requirements of Section  
22 10.06.04, is the minimum necessary considering the flood hazard, and all due consideration has  
23 been given to use of methods and materials that minimize flood damage during occurrence of  
24 the base flood.

25  
26 **10.06.07 Considerations for issuance of variances.** In reviewing requests for variances, the  
27 BOA shall consider all technical evaluations, all relevant factors, all other applicable provisions  
28 of the *Florida Building Code*, this ordinance, and the following:

- 29 1. The danger that materials and debris may be swept onto other lands resulting in further  
30 injury or damage;
- 31 2. The danger to life and property due to flooding or erosion damage;
- 32 3. The susceptibility of the proposed development, including contents, to flood damage and  
33 the effect of such damage on current and future owners;
- 34 4. The importance of the services provided by the proposed development to the  
35 community;
- 36 5. The availability of alternate locations for the proposed development that are subject to  
37 lower risk of flooding or erosion;
- 38 6. The compatibility of the proposed development with existing and anticipated  
39 development;
- 40 7. The relationship of the proposed development to the comprehensive plan and floodplain  
41 management program for the area;
- 42 8. The safety of access to the property in times of flooding for ordinary and emergency  
43 vehicles;
- 44 9. The expected heights, velocity, duration, rate of rise and debris and sediment transport  
45 of the floodwaters and the effects of wave action, if applicable, expected at the site; and

1 10. The costs of providing governmental services during and after flood conditions including  
2 maintenance and repair of public utilities and facilities such as sewer, gas, electrical and  
3 water systems, streets and bridges.  
4

5 **10.06.08 Conditions for issuance of variances.** Variances shall be issued only upon:

- 6 1. Submission by the applicant, of a showing of good and sufficient cause that the unique  
7 characteristics of the size, configuration, or topography of the site limit compliance with  
8 any provision of this ordinance or the required elevation standards;
- 9 2. Determination by the BOA that:
- 10 a. Failure to grant the variance would result in exceptional hardship due to the  
11 physical characteristics of the land that render the lot undevelopable; increased  
12 costs to satisfy the requirements or inconvenience do not constitute hardship;
- 13 b. The granting of a variance will not result in increased flood heights, additional  
14 threats to public safety, extraordinary public expense, nor create nuisances,  
15 cause fraud on or victimization of the public or conflict with existing local laws  
16 and ordinances; and
- 17 c. The variance is the minimum necessary, considering the flood hazard, to afford  
18 relief;
- 19 3. Receipt of a signed statement by the applicant that the variance, if granted, shall be  
20 recorded in the Office of the Clerk of the Court in such a manner that it appears in the  
21 chain of title of the affected parcel of land; and
- 22 4. If the request is for a variance to allow construction of the lowest floor of a new building,  
23 or substantial improvement of a building, below the required elevation, a copy in the  
24 record of a written notice from the Floodplain Administrator to the applicant for the  
25 variance, specifying the difference between the base flood elevation and the proposed  
26 elevation of the lowest floor, stating that the cost of federal flood insurance will be  
27 commensurate with the increased risk resulting from the reduced floor elevation and  
28 stating that construction below the base flood elevation increases risks to life and  
29 property.

30  
31 **10.07.00 VIOLATIONS**  
32

33 **10.07.01 Violations.** Any development that is not within the scope of the *Florida Building Code*  
34 but that is regulated by this ordinance, that is performed without an issued permit, that is in  
35 conflict with an issued permit, or that does not fully comply with this ordinance, shall be  
36 deemed a violation of this ordinance. A building or structure without the documentation of  
37 elevation of the lowest floor, other required design certifications, or other evidence of  
38 compliance required by this ordinance or the *Florida Building Code* is presumed to be a violation  
39 until such time as that documentation is provided.  
40

41 **10.07.02 Authority.** For development that is not within the scope of the *Florida Building Code*  
42 but that is regulated by this ordinance and that is determined to be a violation, the Floodplain  
43 Administrator is authorized to serve notices of violation or stop work orders to owners of the  
44 property involved, to the owner's agent, or to the person or persons performing the work.  
45

46 **10.07.03 Unlawful continuance.** Any person who shall continue any work after having been  
47 served with a notice of violation or a stop work order, except such work as that person is

1 directed to perform to remove or remedy a violation or unsafe condition, shall be subject to  
2 penalties as prescribed by law.

### 3 4 **10.08.00 DEFINITIONS**

5  
6 **10.08.01 General.** Unless otherwise expressly stated, the following words and terms shall, for  
7 the purposes of this ordinance, have the meanings shown in this section.

8  
9 **10.08.02 Terms defined in the *Florida Building Code*.** Where terms are not defined in this  
10 ordinance and are defined in the *Florida Building Code*, such terms shall have the meanings  
11 ascribed to them in that code.

12  
13 **10.08.03 Terms not defined.** Where terms are not defined in this ordinance or in the *Florida*  
14 *Building Code*, such terms shall have ordinarily accepted meanings such as the context implies.

15  
16 **Alteration of a watercourse.** A dam, impoundment, channel relocation, change in channel  
17 alignment, channelization, or change in cross-sectional area of the channel or the channel  
18 capacity, or any other form of modification which may alter, impede, retard or change the  
19 direction and/or velocity of the riverine flow of water during conditions of the base flood.

20  
21 **Appeal.** A request for a review of the Floodplain Administrator's interpretation of any provision  
22 of this ordinance.

23  
24 **ASCE 24.** A standard titled *Flood Resistant Design and Construction* that is referenced by the  
25 *Florida Building Code*. ASCE 24 is developed and published by the American Society of Civil  
26 Engineers, Reston, VA.

27  
28 **Base flood.** A flood having a 1-percent chance of being equaled or exceeded in any given  
29 year. The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual  
30 chance flood."

31  
32 **Base flood elevation.** The elevation of the base flood, including wave height, relative to the  
33 National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other  
34 datum specified on the Flood Insurance Rate Map (FIRM)

35  
36 **Basement.** The portion of a building having its floor sub-grade (below ground level) on all  
37 sides.

38  
39 **Coastal construction control line.** The line established by the State of Florida pursuant to  
40 Section 161.053, F.S., and recorded in the official records of the community, which defines that  
41 portion of the beach-dune system subject to severe fluctuations based on a 100-year storm  
42 surge, storm waves or other predictable weather conditions.

43  
44 **Coastal high hazard area.** A special flood hazard area extending from offshore to the inland  
45 limit of a primary frontal dune, along an open coast and any other area subject to high velocity  
46 wave action from storms or seismic sources. Coastal high hazard areas are also referred to as  
47 "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on  
48 Flood Insurance Rate Maps (FIRM) as Zone V1-V30, VE, or V. [Note: The FBC, B defines and  
49 uses the term "flood hazard areas subject to high velocity wave action" and the FBC, R uses the  
50 term "coastal high hazard areas."]  
51



1 **Datum.** A reference surface used to ensure that all elevation records are properly related. The  
2 current national datum is the National Geodetic Vertical Datum (NGVD) of 1929, which is  
3 expressed in relation to mean sea level, or the North American Vertical Datum (NAVD) of 1988.  
4

5 **Design flood.** The flood associated with the greater of the following two areas:

- 6 1. Area with a floodplain subject to a 1-percent or greater chance of flooding in any year.
- 7 2. Area designated as a flood hazard area on the community's flood hazard map, or  
8 otherwise legally designated.  
9

10 **Design flood elevation.** The elevation of the "design flood," including wave height, relative to  
11 the datum specified on the community's legally designated flood hazard map. In areas  
12 designated as Zone AO, the design flood elevation shall be the elevation of the highest existing  
13 grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard  
14 map.  
15

16 **Development.** Any man-made change to improved or unimproved real estate, including but not  
17 limited to, buildings or other structures, tanks, temporary structures, temporary or permanent  
18 storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling  
19 operations or any other land disturbing activities.  
20

21 **Encroachment.** The placement of fill, excavation, buildings, permanent structures or other  
22 development into a flood hazard area which may impede or alter the flow capacity of riverine  
23 flood hazard areas.  
24

25 **Elevated building.** A non-basement building built to have the lowest floor elevated above the  
26 ground level by foundation walls, posts, piers, columns, pilings, or shear walls.  
27

28 **Existing building and existing structure.** Any buildings and structures for which the "start of  
29 construction" commenced before September 30, 1977.  
30

31 **Existing manufactured home park or subdivision.** A manufactured home park or subdivision  
32 for which the construction of facilities for servicing the lots on which the manufactured homes  
33 are to be affixed (including, at a minimum, the installation of utilities, the construction of streets,  
34 and either final site grading or the pouring of concrete pads) was completed before September  
35 30, 1977.  
36

37 **Expansion to an existing manufactured home park or subdivision.** The preparation of  
38 additional sites by the construction of facilities for servicing the lots on which the manufactured  
39 homes are to be affixed (including the installation of utilities, the construction of streets, and  
40 either final site grading or the pouring of concrete pads).  
41

42 **Federal Emergency Management Agency (FEMA).** The federal agency that, in addition to  
43 carrying out other functions, administers the National Flood Insurance Program.  
44

45 **Flood or flooding.** A general and temporary condition of partial or complete inundation of  
46 normally dry land from the overflow of inland or tidal waters or the unusual and rapid  
47 accumulation or runoff of surface waters from any source.  
48

49 **Flood damage-resistant materials.** Any construction material capable of withstanding direct  
50 and prolonged contact with floodwaters without sustaining any damage that requires more than

1 cosmetic repair.

2  
3 **Flood hazard area.** The greater of the following two areas:

- 4 1. The area within a floodplain subject to a 1-percent or greater chance of flooding in any
- 5 year.
- 6 2. The area designated as a flood hazard area on the community's flood hazard map, or
- 7 otherwise legally designated.
- 8

9 **Flood Insurance Rate Map (FIRM).** The official map of the community on which the Federal  
10 Emergency Management Agency has delineated both special flood hazard areas and the risk  
11 premium zones applicable to the community.

12  
13 **Flood Insurance Study (FIS).** The official report provided by the Federal Emergency  
14 Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and  
15 Floodway Map (if applicable), the water surface elevations of the base flood, and supporting  
16 technical data.

17  
18 **Floodplain Administrator.** The office or position designated and charged with the  
19 administration and enforcement of this ordinance (may be referred to as the Floodplain  
20 Manager).

21  
22 **Floodplain development permit or approval.** An official document or certificate issued by the  
23 community, or other evidence of approval or concurrence, which authorizes performance of  
24 specific development activities that are located in flood hazard areas and that are determined to  
25 be compliant with this ordinance.

26  
27 **Floodplain management regulations.** This article and other zoning ordinances, subdivision  
28 regulations, building codes, health regulations, special purpose ordinances (such as floodplain  
29 ordinance, grading ordinance, and erosion control ordinance), and other applications of police  
30 power which control development in floodprone areas. The term describes federal, State of  
31 Florida, or local regulations in any combination thereof, which provide standards for preventing  
32 and reducing flood loss and damage.

33  
34 **Floodproofing.** A combination of design modifications which results in a building or structure,  
35 including the attendant utility and sanitary facilities, being water tight with walls substantially  
36 impermeable to the passage of water and with structural components having the capacity to  
37 resist loads as identified in the *Florida Building Code*.

38  
39 **Floodway.** The channel of a river or other riverine watercourse and the adjacent land areas  
40 that must be reserved in order to discharge the base flood without cumulatively increasing the  
41 water surface elevation more than one (1) foot.

42  
43 **Floodway encroachment analysis.** An engineering analysis of the impact that a proposed  
44 encroachment into a floodway is expected to have on the floodway boundaries and base flood  
45 elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using  
46 standard engineering methods and models.

47  
48 **Florida Building Code.** The family of codes adopted by the Florida Building Commission,  
49 including: *Florida Building Code, Building*; *Florida Building Code, Residential*; *Florida Building*  
50 *Code, Existing Building*; *Florida Building Code, Mechanical*; *Florida Building Code, Plumbing*;

1 *Florida Building Code, Fuel Gas.*

2  
3 **Freeboard.** The additional height, usually expressed as a factor of safety in feet, above a flood  
4 level for purposes of floodplain management.

5  
6 **Functionally dependent use.** A use which cannot perform its intended purpose unless it is  
7 located or carried out in close proximity to water, including only docking facilities, port facilities  
8 that are necessary for the loading and unloading of cargo or passengers, and ship building and  
9 ship repair facilities; the term does not include long-term storage or related manufacturing  
10 facilities.

11  
12 **Hardship/unique hardship.** A hardship results if due to circumstances involving the parcel's  
13 size, location, configuration or geotechnical condition, the strict application of this article:

- 14 A. Renders the parcel unusable; or  
15 B. Denies the owner of the same development rights commonly enjoyed by similarly  
16 situated property owners who are in compliance with the ordinance.

17  
18 A hardship may not result through the fault of the owner, e.g. such as by building without a  
19 permit.

20  
21 **Highest adjacent grade.** The highest natural elevation of the ground surface prior to  
22 construction next to the proposed walls or foundation of a structure.

23  
24 **Historic structure.** Any structure that is determined eligible for the exception to the flood  
25 hazard area requirements of the *Florida Building Code, Existing Building*, Chapter 11 Historic  
26 Buildings.

27  
28 **Letter of Map Change (LOMC).** An official determination issued by FEMA that amends or  
29 revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map  
30 Change include:

31 Letter of Map Amendment (LOMA): An amendment based on technical data showing  
32 that a property was incorrectly included in a designated special flood hazard area. A  
33 LOMA amends the current effective Flood Insurance Rate Map and establishes that a  
34 specific property, portion of a property, or structure is not located in a special flood  
35 hazard area.

36 Letter of Map Revision (LOMR): A revision based on technical data that may show  
37 changes to flood zones, flood elevations, special flood hazard area boundaries and  
38 floodway delineations, and other planimetric features.

39 Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or  
40 parcel of land has been elevated by fill above the base flood elevation and is, therefore,  
41 no longer located within the special flood hazard area. In order to qualify for this  
42 determination, the fill must have been permitted and placed in accordance with the  
43 community's floodplain management regulations.

44 Conditional Letter of Map Revision (CLOMR): A formal review and comment as to  
45 whether a proposed flood protection project or other project complies with the minimum  
46 NFIP requirements for such projects with respect to delineation of special flood hazard  
47 areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood  
48 Insurance Study; upon submission and approval of certified as-built documentation, a  
49 Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

50  
51 **Light-duty truck.** As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds

1 Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or  
2 less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- 3 1. Designed primarily for purposes of transportation of property or is a derivation of such a  
4 vehicle, or
- 5 2. Designed primarily for transportation of persons and has a capacity of more than 12  
6 persons; or
- 7 3. Available with special features enabling off-street or off-highway operation and use.

8  
9 **Lowest floor.** The lowest floor of the lowest enclosed area of a building or structure, including  
10 basement, but excluding any unfinished or flood-resistant enclosure, other than a basement,  
11 usable solely for vehicle parking, building access or limited storage provided that such  
12 enclosure is not built so as to render the structure in violation of the non-elevation requirement  
13 of the *Florida Building Code* or ASCE 24

14  
15 **Manufactured home.** A structure, transportable in one or more sections, which is eight (8) feet  
16 or more in width and greater than four hundred (400) square feet, and which is built on a  
17 permanent, integral chassis and is designed for use with or without a permanent foundation  
18 when attached to the required utilities. The term "manufactured home" does not include a  
19 "recreational vehicle" or "park trailer."

20  
21 **Manufactured home park or subdivision.** A parcel (or contiguous parcels) of land divided  
22 into two or more manufactured home lots for rent or sale.

23  
24 **Market value.** The price at which a property will change hands between a willing buyer and a  
25 willing seller, neither party being under compulsion to buy or sell and both having reasonable  
26 knowledge of relevant facts. As used in this ordinance, the term refers to the market value of  
27 buildings and structures, excluding the land and other improvements on the parcel. Market  
28 value may be established by a qualified independent appraiser, Actual Cash Value  
29 (replacement cost depreciated for age and quality of construction), or tax assessment value  
30 adjusted to approximate market value by a factor provided by the Property Appraiser.

31  
32 **New construction.** For the purposes of administration of this ordinance and the flood resistant  
33 construction requirements of the *Florida Building Code*, structures for which the "start of  
34 construction" commenced on or after September 30, 1977 and includes any subsequent  
35 improvements to such structures.

36  
37 **New manufactured home park or subdivision.** A manufactured home park or subdivision for  
38 which the construction of facilities for servicing the lots on which the manufactured homes are to  
39 be affixed (including at a minimum, the installation of utilities, the construction of streets, and  
40 either final site grading or the pouring of concrete pads) is completed on or after September 30,  
41 1977.

42  
43 **North American Vertical Datum (NAVD) of 1988.** A vertical control used as a reference for  
44 establishing varying elevations within the floodplain.

45  
46 **Park trailer.** A transportable unit which has a body width not exceeding fourteen (14) feet and  
47 which is built on a single chassis and is designed to provide seasonal or temporary living  
48 quarters when connected to utilities necessary for operation of installed fixtures and appliances.  
49 [Defined in section 320.01, F. S.]

50  
51 **Recreational vehicle.** A vehicle, including a park trailer, which is: [Defined in Section 320.01,

1 F.S.)

- 2 1. Built on a single chassis;
- 3 2. Four hundred (400) square feet or less when measured at the largest horizontal
- 4 projection;
- 5 3. Designed to be self-propelled or permanently towable by a light-duty truck; and
- 6 4. Designed primarily not for use as a permanent dwelling but as temporary living quarters
- 7 for recreational, camping, travel, or seasonal use.

8  
9 **Regulatory floodway.** The channel of a river or other watercourse and the adjacent land areas  
10 that must be reserved in order to discharge the base flood without cumulatively increasing the  
11 water surface elevation more than one foot.

12  
13 **Riverine.** Relating to, formed by, or resembling a river (including tributaries), stream, brook,  
14 etc.

15  
16 **Sand dunes.** Naturally occurring accumulations of sand in ridges or mounds landward of the  
17 beach.

18  
19 **Special flood hazard area.** An area in the floodplain subject to a 1 percent or greater chance of  
20 flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO,  
21 A1-A30, AE, A99, AH, V1-V30, VE or V

22  
23 **Start of construction.** The date of issuance for new construction and substantial improvements  
24 to existing structures, provided the actual start of construction, repair, reconstruction,  
25 rehabilitation, addition, placement, or other improvement is within 180 days of the date of the  
26 issuance. The actual start of construction means either the first placement of permanent  
27 construction of a building (including a manufactured home) on a site, such as the pouring of slab  
28 or footings, the installation of piles, the construction of columns.

29 Permanent construction does not include land preparation (such as clearing, grading, or  
30 filling), the installation of streets or walkways, excavation for a basement, footings, piers, or  
31 foundations, the erection of temporary forms or the installation of accessory buildings such as  
32 garages or sheds not occupied as dwelling units or not part of the main buildings. For a  
33 substantial improvement, the actual "start of construction" means the first alteration of any wall,  
34 ceiling, floor or other structural part of a building, whether or not that alteration affects the  
35 external dimensions of the building

36  
37 **Substantial damage.** Damage of any origin sustained by a building or structure whereby the  
38 cost of restoring the building or structure to its before-damaged condition would equal or exceed  
39 50 percent of the market value of the building or structure before the damage occurred

40  
41 **Substantial improvement.** Any repair, reconstruction, rehabilitation, addition, or other  
42 improvement of a building or structure, the cost of which equals or exceeds 50 percent of the  
43 market value of the building or structure before the improvement or repair is started. If the  
44 structure has incurred "substantial damage," any repairs are considered substantial  
45 improvement regardless of the actual repair work performed. The term does not, however,  
46 include either

- 47 1. Any project for improvement of a building required to correct existing health, sanitary, or
- 48 safety code violations identified by the building official and that are the minimum

1 necessary to assure safe living conditions.

- 2 2. Any alteration of a historic structure provided the alteration will not preclude the  
3 structure's continued designation as a historic structure.

4  
5 **Variance.** A grant of relief from the requirements of this ordinance, or the flood resistant  
6 construction requirements of the *Florida Building Code*, which permits construction in a manner  
7 that would not otherwise be permitted by this ordinance or the *Florida Building Code*. A quasi-  
8 judicial remedy for hardship administered by the Board of Adjustment in accordance with the  
9 procedures contained in this article. See Section 10.06.00.

10  
11 **Watercourse.** A river, creek, stream, channel or other topographic feature in, on, through, or  
12 over which water flows at least periodically.

13  
14 **Water surface elevation.** The height, in relation to the North American Vertical Datum (NAVD)  
15 of 1988, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine  
16 areas.

## 17 18 **10.09.00 FLOOD RESISTANT DEVELOPMENT**

19  
20 **10.09.01 Buildings and Structures.** Pursuant to Section 10.03.03 of this ordinance, buildings,  
21 structures and facilities that are exempt from the *Florida Building Code*, including substantial  
22 improvement or repair of substantial damage of such buildings, structures and facilities, shall be  
23 designed and constructed in accordance with the flood load and flood resistant construction  
24 requirements of ASCE 24. Structures exempt from the *Florida Building Code* that are not walled and  
25 roofed buildings shall comply with the requirements of Section 10.15.00 of this ordinance.

26  
27 **10.09.02 Buildings and structures seaward of the coastal construction control line.** If  
28 extending, in whole or in part, seaward of the coastal construction control line and also located,  
29 in whole or in part, in a flood hazard area:

- 30 1. Buildings and structures shall be designed and constructed to comply with the more  
31 restrictive applicable requirements of the *Florida Building Code*, *Building Section 3109*  
32 and *Section 1612* or *Florida Building Code, Residential Section R322*.  
33 2. Minor structures and non-habitable major structures as defined in Section 161.54, F.S.,  
34 shall be designed and constructed to comply with the intent and applicable provisions of  
35 this ordinance and ASCE 24.

## 36 37 **10.10.00 SUBDIVISIONS**

38  
39 **10.10.01 Minimum requirements.** Subdivision proposals, including proposals for manufactured  
40 home parks and subdivisions, shall be reviewed to determine that:

- 41 1. Such proposals are consistent with the need to minimize flood damage and will be  
42 reasonably safe from flooding;  
43 2. All public utilities and facilities such as sewer, gas, electric, communications, and water  
44 systems are located and constructed to minimize or eliminate flood damage; and  
45 3. Adequate drainage is provided to reduce exposure to flood hazards: in Zones AH and  
46 AO, adequate drainage paths shall be provided to guide floodwaters around and away  
47 from proposed structures.  
48



1 **10.10.02 Subdivision plats.** Where any portion of proposed subdivisions, including  
2 manufactured home parks and subdivisions, lies within a flood hazard area, the following shall  
3 be required:

- 4 1. Delineation of flood hazard areas, floodway boundaries and flood zones, and design  
5 flood elevations, as appropriate, shall be shown on preliminary plats and final plats;
- 6 2. Where the subdivision has more than 50 lots or is larger than 5 acres and base flood  
7 elevations are not included on the FIRM, the base flood elevations determined in  
8 accordance with Section 10.04.02(1) of this ordinance; and
- 9 3. Compliance with the site improvement and utility requirements of Section 10.11.00 of  
10 this ordinance.

## 11 **10.11.00 SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS**

12 **10.11.01 Minimum requirements.** All proposed new development shall be reviewed to  
13 determine that:

- 14 1. Such proposals are consistent with the need to minimize flood damage and will be  
15 reasonably safe from flooding;
- 16 2. All public utilities and facilities such as sewer, gas, electric, communications, and water  
17 systems are located and constructed to minimize or eliminate flood damage; and
- 18 3. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and  
19 AO, adequate drainage paths shall be provided to guide floodwaters around and away  
20 from proposed structures.

21 **10.11.02 Sanitary sewage facilities.** All new and replacement sanitary sewage facilities,  
22 private sewage treatment plants (including all pumping stations and collector systems), and on-  
23 site waste disposal systems shall be designed in accordance with the standards for onsite  
24 sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to  
25 minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities  
26 into flood waters, and impairment of the facilities and systems.

27 **10.11.03 Water supply facilities.** All new and replacement water supply facilities shall be  
28 designed in accordance with the water well construction standards in Chapter 62-532.500,  
29 F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the  
30 systems.

31 **10.11.04 Limitations on sites in regulatory floodways.** No development, including but not  
32 limited to site improvements, and land disturbing activity involving fill or regrading, shall be  
33 authorized in the regulatory floodway unless the floodway encroachment analysis required in  
34 Section 10.04.03(1) of this ordinance demonstrates that the proposed development or land  
35 disturbing activity will not result in any increase in the base flood elevation.

36 **10.11.05 Limitations on placement of fill.** Subject to the limitations of this ordinance, fill shall  
37 be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of  
38 floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In  
39 addition to these requirements, if intended to support buildings and structures (Zone A only), fill  
40 shall comply with the requirements of the *Florida Building Code*.

41 **10.11.06 Limitations on sites in coastal high hazard areas (Zone V).** In coastal high hazard  
42 areas, development shall be limited to those uses and structures that are consistent with the  
43 requirements of the *Florida Building Code*.

1 areas, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is  
2 approved by the Florida Department of Environmental Protection and only if the engineering  
3 analysis required by Section 10.04.03(4) of this ordinance demonstrates that the proposed  
4 alteration will not increase the potential for flood damage. Construction or restoration of dunes  
5 under or around elevated buildings and structures shall comply with Section 10.15.08(3) of this  
6 ordinance.

## 7 8 **10.12.00 MANUFACTURED HOMES** 9

10 **10.12.01 General.** All manufactured homes installed in flood hazard areas shall be installed by  
11 an installer that is licensed pursuant to Section 320.8249, F.S, and shall comply with the  
12 requirements of Chapter 15C-1, F.A.C. and the requirements of this ordinance. If located  
13 seaward of the Coastal Construction Control Line, all manufactured homes shall comply with the  
14 more restrictive of the applicable requirements.

15  
16 **10.12.02 Foundations.** All new manufactured homes and replacement manufactured homes  
17 installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

- 18 1. In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in  
19 accordance with the foundation requirements of the *Florida Building Code, Residential*  
20 Section R322.2 and this ordinance.
- 21 2. In coastal high hazard areas (Zone V), are designed in accordance with the foundation  
22 requirements of the *Florida Building Code, Residential* Section R322.3 and this  
23 ordinance.

24 **10.12.03 Anchoring.** All new manufactured homes and replacement manufactured homes  
25 shall be installed using methods and practices which minimize flood damage and shall be  
26 securely anchored to an adequately anchored foundation system to resist flotation, collapse or  
27 lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or  
28 frame ties to ground anchors. This anchoring requirement is in addition to applicable state and  
29 local anchoring requirements for wind resistance.

30  
31 **10.12.04 Elevation.** Manufactured homes that are placed, replaced, or substantially improved  
32 shall comply with Section 10.12.05 or 10.12.06 of this ordinance, as applicable.

33  
34 **10.12.05 General elevation requirement.** Unless subject to the requirements of Section  
35 10.12.06 of this ordinance, all manufactured homes that are placed, replaced, or substantially  
36 improved on sites located:

- 37 (a) outside of a manufactured home park or subdivision;
- 38 (b) in a new manufactured home park or subdivision;
- 39 (c) in an expansion to an existing manufactured home park or subdivision; or
- 40 (d) in an existing manufactured home park or subdivision upon which a manufactured home has  
41 incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of  
42 the frame is at or above the elevation required, as applicable to the flood hazard area, in the  
43 *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V).

44  
45 **10.12.06 Elevation requirement for certain existing manufactured home parks and**  
46 **subdivisions.** Manufactured homes that are not subject to Section 10.12.05 of this ordinance,  
47 including manufactured homes that are placed, replaced, or substantially improved on sites  
48 located in an existing manufactured home park or subdivision, unless on a site where  
49 substantial damage as result of flooding has occurred, shall be elevated such that either the:

1. Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V); or
2. Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.

**10.12.07 Enclosures.** Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code, Residential* Section R322 for such enclosed areas, as applicable to the flood hazard area.

**10.12.08 Utility equipment.** Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the *Florida Building Code, Residential* Section R322, as applicable to the flood hazard area.

### **10.13.00 RECREATIONAL VEHICLES AND PARK TRAILERS**

**10.13.01 Temporary placement.** Recreational vehicles and park trailers placed temporarily in flood hazard areas (no longer than 14 days) shall be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

**10.13.02 Permanent placement.** Recreational vehicles and park trailers that do not meet the limitations in 10.13.01 of this ordinance for temporary placement shall meet the requirements of Section 10.12.00 of this ordinance for manufactured homes.

### **10.14.00 TANKS**

**10.14.01 Underground tanks.** Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

**10.14.02 Above-ground tanks, not elevated.** Above-ground tanks that do not meet the elevation requirements of Section 10.14.03 of this ordinance shall:

1. Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.
2. Not be permitted in coastal high hazard areas (Zone V).

**10.14.03 Above-ground tanks, elevated.** Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

**10.14.04 Tank inlets and vents.** Tank inlets, fill openings, outlets and vents shall be:

1. At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
2. Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

#### **10.15.00 OTHER DEVELOPMENT**

**10.15.01 General requirements for other development.** All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this ordinance or the *Florida Building Code*, shall:

1. Be located and constructed to minimize flood damage;
2. Meet the limitations of 10.11.04 of this ordinance if located in a regulated floodway;
3. Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
4. Be constructed of flood damage-resistant materials; and
5. Have mechanical, plumbing, and electrical systems above the design flood elevation, except that minimum electric service required addressing life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

**10.15.02 Fences in regulated floodways.** Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of 10.11.04 of this ordinance.

**10.15.03 Retaining walls, sidewalks and driveways in regulated floodways.** Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 10.11.04 of this ordinance.

**10.15.04 Roads and watercourse crossings in regulated floodways.** Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Section 10.11.04 of this ordinance. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of Section 10.04.03(3) of this ordinance.

**10.15.05 Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V).** In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:

1. Structurally independent of the foundation system of the building or structure;
2. Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
3. Have a maximum slab thickness of not more than four (4) inches.

1 **10.15.06 Decks and patios in coastal high hazard areas (Zone V).** In addition to the  
2 requirements of the *Florida Building Code*, in coastal high hazard areas decks and patios shall  
3 be located, designed, and constructed in compliance with the following:

- 4 1. A deck that is structurally attached to a building or structure shall have the bottom of the  
5 lowest horizontal structural member at or above the design flood elevation and any  
6 supporting members that extend below the design flood elevation shall comply with the  
7 foundation requirements that apply to the building or structure, which shall be designed  
8 to accommodate any increased loads resulting from the attached deck.
- 9 2. A deck or patio that is located below the design flood elevation shall be structurally  
10 independent from buildings or structures and their foundation systems, and shall be  
11 designed and constructed either to remain intact and in place during design flood  
12 conditions or to break apart into small pieces to minimize debris during flooding that is  
13 capable of causing structural damage to the building or structure or to adjacent buildings  
14 and structures.
- 15 3. A deck or patio that has a vertical thickness of more than twelve (12) inches or that is  
16 constructed with more than the minimum amount of fill necessary for site drainage shall  
17 not be approved unless an analysis prepared by a qualified registered design  
18 professional demonstrates no harmful diversion of floodwaters or wave run-up and wave  
19 reflection that would increase damage to the building or structure or to adjacent buildings  
20 and structures.
- 21 4. A deck or patio that has a vertical thickness of twelve (12) inches or less and that is at  
22 natural grade or on nonstructural fill material that is similar to and compatible with local  
23 soils and is the minimum amount necessary for site drainage may be approved without  
24 requiring analysis of the impact on diversion of floodwaters or wave run-up and wave  
25 reflection.

26  
27 **10.15.07 Other development in coastal high hazard areas (Zone V).** In coastal high hazard  
28 areas, development activities other than buildings and structures shall be permitted only if also  
29 authorized by the appropriate federal, state or local authority; if located outside the footprint of,  
30 and not structurally attached to, buildings and structures; and if analyses prepared by qualified  
31 registered design professionals demonstrate no harmful diversion of floodwaters or wave run-up  
32 and wave reflection that would increase damage to adjacent buildings and structures. Such  
33 other development activities include but are not limited to:

- 34 1. Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
- 35 2. Solid fences and privacy walls, and fences prone to trapping debris, unless designed  
36 and constructed to fail under flood conditions less than the design flood or otherwise  
37 function to avoid obstruction of floodwaters; and
- 38 3. On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled  
39 systems or mound systems.
- 40 4. A pool adjacent to an elevated V zone building may be constructed at grade or elevated  
41 so that the lowest horizontal structural member supporting the pool is at or above BFE. A  
42 Florida registered design professional must certify that such structure will not be subject  
43 to breaking up or floating out of the ground and affecting the pilings and columns of the  
44 supporting system of the surrounding buildings. The certified professional must also  
45 verify that the pool and accessory equipment will not divert waves an increase potential  
46 damage to any nearby buildings. All pool equipment must be strapped down or elevated

1           above BFE to prevent flotation.

2   **10.15.08 Nonstructural fill in coastal high hazard areas (Zone V).** In coastal high hazard  
3 areas:

- 4       1. Minor grading and the placement of minor quantities of nonstructural fill shall be  
5       permitted for landscaping and for drainage purposes under and around buildings.
- 6       2. Nonstructural fill with finished slopes that are steeper than one unit vertical to five units  
7       horizontal shall be permitted only if an analysis prepared by a qualified registered design  
8       professional demonstrates no harmful diversion of floodwaters or wave run-up and wave  
9       reflection that would increase damage to adjacent buildings and structures.
- 10      3. Where authorized by the Florida Department of Environmental Protection or applicable  
11      local approval, sand dune construction and restoration of sand dunes under or around  
12      elevated buildings are permitted without additional engineering analysis or certification of  
13      the diversion of floodwater or wave run-up and wave reflection if the scale and location  
14      of the dune work is consistent with local beach-dune morphology and the vertical  
15      clearance is maintained between the top of the sand dune and the lowest horizontal  
16      structural member of the building.





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-5425**

**Growth Management Report 12. 7.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 12/05/2013

**Issue:** Cancellation of 5:50 pm Public Hearing for Consideration of Repealing and Replacing in its Entirety the Escambia County Comprehensive Plan

**From:** Horace Jones, Interim Department Director

**Organization:** Development Services

---

**RECOMMENDATION:**

5:50 p.m. - A Public Hearing for Consideration Repealing and Replacing, in its Entirety, the Escambia County Comprehensive Plan: 2030

That the Board cancel the December 5, 2013, 5:50 p.m. Public Hearing for consideration of adopting an Ordinance repealing and replacing, in its entirety, the Escambia County Comprehensive Plan: 2030.

**BACKGROUND:**

N/A

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

---



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-5206**

**Growth Management Report 12. 1.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 12/05/2013

**Issue:** Schedule a Public Meeting

**From:** Horace Jones, Interim Department Director

**Organization:** Development Services

---

#### **RECOMMENDATION:**

#### **Recommendation Concerning the Scheduling of Public Hearing**

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

Thursday, January 2, 2014

**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 December 2, 2013.**

**1. Case No.: Z-2013-21**

Address: 6800 & 6806 Pine Forest Rd

Property 25-1S-31-4301-000-001

Reference No.: 25-1S-31-4301-000-000

Property Size: 1.48 (+/-) acres

From: C-1, Retail Commercial District (cumulative) (25 du/acre)

To: C-2NA, General Commercial and Light Manufacturing District  
(cumulative)

Bars, Nightclubs, and Adult Entertainment are Prohibited Uses (25  
du/acre)

FLU Category: MU-U, Mixed-Use Urban

Commissioner 1

District

Requested by: David Sapp, Owner

**2. Case No.: PB- 2013-01**

Address: Morgan Park, Pensacola Beach Blvd

Property 28-2S-26-0900-000-000

Reference No.:

Property Size: .50 (+/-) acres

From: Con/Rec-PB, Conservation/Recreation

To: PR-PB, Preservation  
FLU Category: Rec, Recreation  
Commissioner District: 4  
Requested by: Paolo Ghio, Santa Rosa Island Authority

**3. Case No.: Z-2013-22**

Address: 2842 Nowak Dairy Rd  
Property Reference No.: 36-1N-31-2000-000-000  
Property Size: 12.31 (+/-) acres  
From: VAG-2, Villages Agriculture Districts, Gross Density (one du/five acres)  
To: VR-1, Villages Rural Residential Districts, Gross Density (one du/four acres)  
FLU Category: MU-S, Mixed Use Suburban  
Commissioner District: 5  
Requested by: Sean and Elizabeth Vinaja, Owners

**4. Case No.: Z-2013-23**

Address: Airway Drive  
Property Reference No.: 12-1S-30-2001-001-001  
Property Size: 68.00 (+/-) acres  
From: S-1, Outdoor Recreational District (noncumulative)  
To: R-5, Urban Residential/Limited Office District, (cumulative) High Density  
FLU Category: MU-U, Mixed-Use Urban  
Commissioner District: 3  
Requested by: Wiley "Buddy" Page, Agent for Smart Living, LLC

**5. Case No.: Z-2013-25**

Address: 5580 Pensacola Blvd  
Property Reference No.: 47-1S-30-1101-002-064  
Property Size: 1.64 (+/-) acres  
From: C-1, Retail Commercial District (cumulative)(25 du/acre)  
To: C-2NA, C-2 General Commercial and Light Manufacturing District (cumulative)(25 du/acre)  
FLU Category: C, Commercial  
Commissioner District: 3  
Requested by: James D. Kemp, Owner

**6. Case No.:** **Z-2012-26**  
Address: Mobile Hwy  
Property Reference No.: 39-1S-31-1302-000-001  
Property Size: 4.51 (+/-) acres  
From: C-1, Retail Commercial District (cumulative) and R-2, Single-Family District (cumulative), Low-Medium Density  
To: R-3 One-Family and Two-Family District, (cumulative) Medium Density  
FLU Category: MU-U, Mixed-Use Urban  
Commissioner District: 1  
Requested by: Steven D. White, Agent for James and Lianna Nash, Owners

---



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-5363**

**County Administrator's Report 12. 1.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 12/05/2013

**Issue:** Schedule and Advertise Public Hearing to Consider Adoption of the Cantonment Redevelopment Plan

**From:** Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning the Scheduling and Advertising of a Public Hearing to Consider Adoption of the Cantonment Redevelopment Plan - Keith Wilkins, Community & Environment Department Director

That the Board authorize the scheduling and advertising of a Public Hearing at 5:31 p.m., on Thursday, January 16, 2014, to consider adoption of the Cantonment Redevelopment Plan, as requested by the Community Redevelopment Agency.

#### **BACKGROUND:**

On November 18, 2010, the Escambia County Board of County Commissioners adopted a Resolution (R2010-204) creating the Cantonment Redevelopment Area District. The attached Cantonment Redevelopment Plan provides a framework for coordinating and facilitating public and private redevelopment of the area.

Chapter 163.360(4) F.S. requires that the Community Redevelopment Agency (CRA) submit the Plan to the local planning agency for recommendation with respect to the conformity with the local comprehensive plan. On December 2, 2013, the Planning Board reviewed the Cantonment Redevelopment Plan and found it to be in compliance with the Comprehensive Plan.

#### **BUDGETARY IMPACT:**

Funding sources include Tax Increment Financing (TIF), Community Development Block Grant (CDBG) funds, and non-County funding sources to be determined.

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

N/A

#### **PERSONNEL:**

No additional personnel will be required.

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

Florida Statute 163.360 requires that any community redevelopment plan be approved by the governing body and that a public hearing be held.

**IMPLEMENTATION/COORDINATION:**

The CRA solicited input from residents and business owners in the Cantonment area by conducting a series of four public community meetings in October 2013. Upon approval by the BCC, the CRA will continue to work with these residents, neighborhood associations, and area businesses to implement the plan.

---

**Attachments**

BCC Resolution 11\_10\_2010

Cantonment Redevelopment Plan

---



**PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued**

**REGULAR BCC AGENDA – Continued**

**9. 5:32 p.m. Public Hearing** ►

Motion made by Commissioner Valentino, seconded by Commissioner Young, and carried 3-1, with Commissioner Robertson absent and Commissioner Robinson voting "no," taking the following action concerning a Resolution creating the Cantonment Redevelopment Area (Funding Source: CRA Administration, Fund 151, Cost Center 220523, Object Code 54901):

A. Adopting the Resolution (*R2010-204*) relating to Community Redevelopment; finding that there is a blighted area within Escambia County, Florida, and a shortage of affordable housing for low and moderate income households, specifically within the Cantonment community; finding that rehabilitation conservation, redevelopment, or a combination of these in the Cantonment Community is necessary in the interest of the public health, safety, morals, and welfare of the residents of Escambia County; finding that there is a need to designate Cantonment as a Redevelopment Area; and providing for an effective date; and

B. Authorizing the Chairman execute the Resolution.

Speaker(s) – None.

**10. 5:33 p.m. Public Hearing** ►

Motion made by Commissioner Valentino, seconded by Commissioner Young, and carried 3-1, with Commissioner Robertson absent and Commissioner Robinson voting "no," taking the following action concerning adopting a Resolution amending the Palafox Redevelopment Area boundaries (Funding Source: CRA Administration, Fund 151, Cost Center 220523, Object Code 54901):

A. Adopting the Resolution (*R2010-205*) amending the Palafox Redevelopment Area Plan as to boundaries only; providing for authority; providing determination; providing for severability; providing for an effective date; and

B. Authorizing the Chairman to execute the Resolution.

Speaker(s) – None.

Escambia County  
Clerk's Original

11/18/2010 5:32 pm PH

RESOLUTION NUMBER R2010-204

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, PURSUANT TO PART III, CHAPTER 163, FLORIDA STATUTES, RELATING TO COMMUNITY REDEVELOPMENT: FINDING THAT THERE IS A BLIGHTED AREA WITHIN ESCAMBIA COUNTY, FLORIDA, AND A SHORTAGE OF AFFORDABLE HOUSING FOR LOW AND MODERATE INCOME HOUSEHOLDS, SPECIFICALLY WITHIN THE CANTONMENT COMMUNITY; FINDING THAT REHABILITATION CONSERVATION, REDEVELOPMENT, OR A COMBINATION OF THESE IN THE CANTONMENT COMMUNITY IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, MORALS AND WELFARE OF THE RESIDENTS OF ESCAMBIA COUNTY; FINDING THAT THERE IS A NEED TO DESIGNATE CANTONMENT AS A REDEVELOPMENT AREA; AND PROVIDING FOR AN EFFECTIVE DATE.

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

**Section 1. Authority.** This resolution is adopted pursuant to the provisions of Part III, Chapter 163, Florida Statutes, known as the "Community Redevelopment Act of 1969."

**Section 2. Definitions.** The definition of the terms as provided in Section 163.340, Florida Statutes, are hereby adopted by reference whenever used or referred to in the Resolution. In addition, the term, "Proposed Cantonment Redevelopment Area" when used in this Resolution means the area within the boundaries of Escambia County, Florida, as outlined in the map and legal description attached hereto and incorporated herein as Exhibit A.

**Section 3. Findings and Determinations.** The Board of County Commissioners of Escambia County, Florida finds and determines as follows:

- a) The Board of County Commissioners finds that the area referred to as the "Proposed Cantonment Redevelopment Area" is a slum or blighted area which substantially impairs the sound growth of the County, and is a threat to the public health, safety, morals, and welfare of the residents of the County, and that the existence of blight further creates an economic and social liability by hindering development, discouraging private investment, reducing employment opportunities, retarding the construction and improvement of housing accommodations, causing an excessive proportion of expenditures for crime prevention and other forms of

public services, and depressing the tax base.

b) The Board of County Commissioners finds that a combination of rehabilitation, conservation and redevelopment of the area identified as the Proposed Cantonment Redevelopment Area is necessary in the interest of the public health, safety, morals and welfare of the residents of the County in order to eliminate, remedy and prevent conditions of slum and blight.

c) The Board of County Commissioners finds and determines that there exists a need for the Community Redevelopment Agency created pursuant to Part I, Article VI, Section 78.151 of the Escambia County Code of Ordinances, to carry out redevelopment purposes pursuant to Part III, Chapter 163, Florida Statutes, in the Proposed Cantonment Redevelopment Area.

d) The Board of County Commissioners finds and determines that the area described in Exhibit A and entitled Proposed Cantonment Redevelopment Area is appropriate for redevelopment projects and is hereby designated a Community Redevelopment Area.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted this 18<sup>th</sup> day of November, 2010.

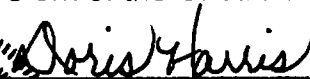
**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA**



Kevin W. White, Chairman  
Date Executed

11/18/2010

Attest: Ernie Lee Magaha  
Clerk of the Circuit Court

  
Deputy Clerk

This document approved as to form  
and legal sufficiency.

By: 

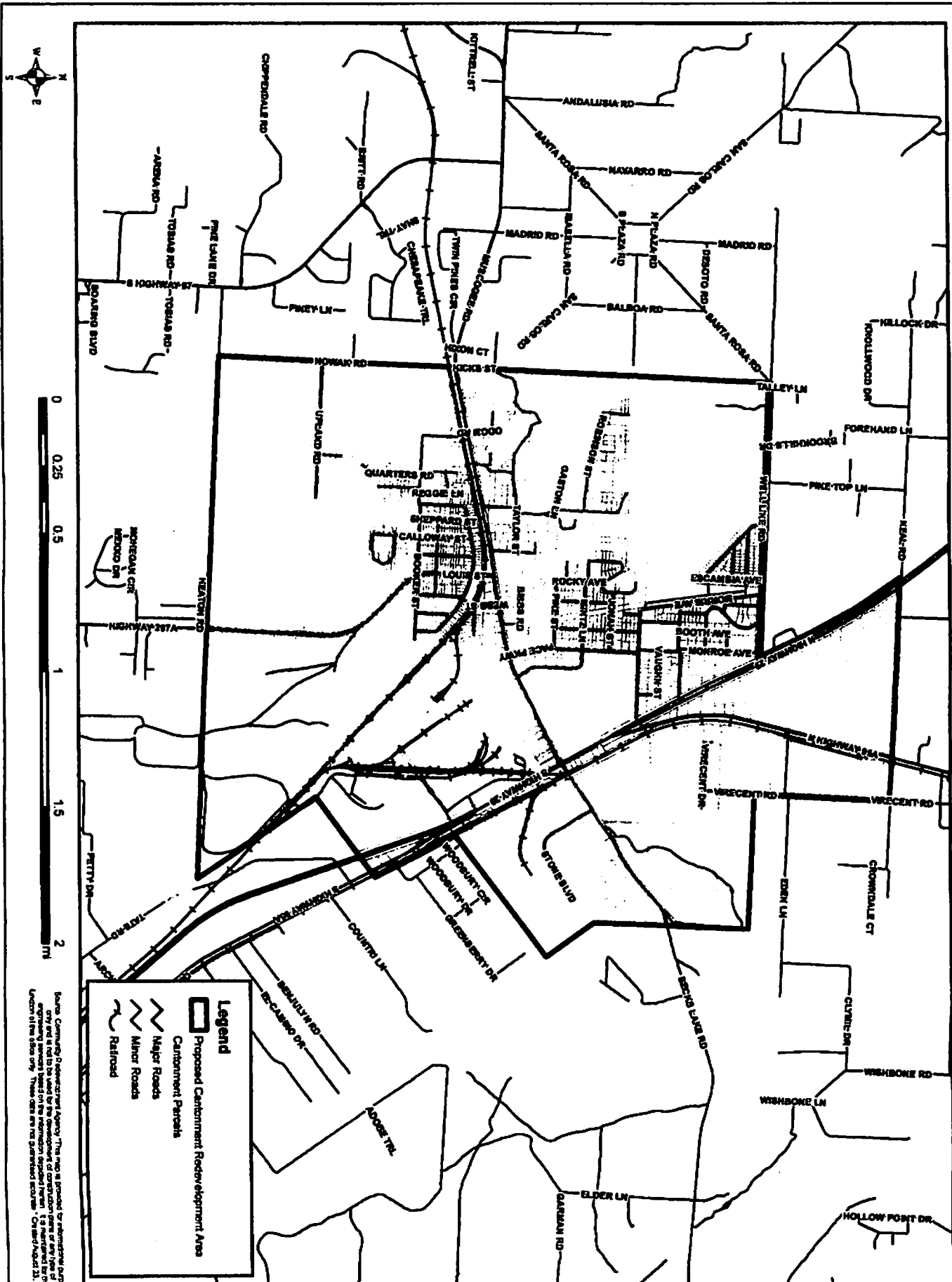
Title: ACF

Date: 8/20/10



# PROPOSED CANTONMENT REDEVELOPMENT AREA

## Exhibit A



Source: Community Relationship Management Agency. "This map is provided for informational purposes only and is not to be used for the development of construction plans of any type of engineering services based on the information depicted herein. It is maintained for the use of the office only. These data are not guaranteed accurate." Created August 23, 2011.

**Exhibit A**

**Description**  
**Cantonment Community Redevelopment Area (CRA)**  
**August 5, 2010**

**This description is intended solely for the purpose of identifying the Cantonment Community Redevelopment Area referenced in this ordinance and is not intended to be used when conveying or otherwise defining interests in real property.**

**Begin at the Northwest Corner of Section 10, Township 1 North, Range 31 West, Escambia County, Florida, thence Easterly along the North line of Section 10 to the intersection of said North line and the Westerly right-of-way line of U. S. Highway 29 (200' R/W); thence Northwesterly along said Westerly right-of-way line of U. S. Highway 29 (200' R/W) to the intersection of said Westerly right-of-way line and the extension West of the South right-of-way line of Neal Road (66' R/W); thence Easterly along the South right-of-way line of Neal Road (66' R/W) to the intersection of the Easterly extension of said South right-of-way line and the East right-of-way line of Virecent Road (R/W varies); thence Southerly along East right-of-way line of Virecent Road to the intersection of said East right-of-way line and the North Line Section 11, Township 1 North, Range 31 West; thence Easterly along the North line of Section 11 to the Northeast corner of Section 11, Township 1 North, Range 31 West; thence Southerly along the East line of Section 11 to the intersection of said East line of Section 11 and the Easterly line of Section 14, Township 1 North, Range 31 West; thence Southeasterly along said Easterly line of Section 14 to the Southeast corner of a parcel of land recorded in Official Records Book 4191 at page 1488 of the public records of Escambia County, Florida, (Property Reference No. 14-1N-31-1001-000-004); thence Southwesterly along the South line of said Parcel to the East right-of-way line of CSX Railroad; thence Southeasterly along East right-of-way line of CSX Railroad to the South line of Lot 3, Section 14, Township 1 North, Range 31 West as recorded in Deed Book "N" at page 37; thence Southwesterly along South line of Lot 3 to the East line of Section 15, Township 1 North, Range 31 West; thence Southeasterly to the Southeast corner of Section 15, Township 1 North, Range 31 West; thence Westerly along the South line of Section 15, Township 1 North, Range 31 West and Section 16, Township 1 North, Range 31 West to the Southwest corner of Section 16, Township 1 North, Range 31 West; thence Northerly along the West line of Section 16, Township 1 North, Range 31 West and Section 10, Township 1 North, Range 31 West to the Northwest corner of Section 10, Township 1 North, Range 31 West and the Point of Beginning.**

## **Findings of Necessity Proposed Cantonment Redevelopment Area**

### **Introduction**

As directed by the Board of County Commissioners 27, 2010 Committee of the Whole, Escambia County Community Redevelopment Agency (CRA), Community & Environment Bureau, prepared this report to support the proposed creation of a Cantonment redevelopment area. A map depicting the proposed redevelopment area and boundary description for the proposed area are presented as Exhibit A. Data obtained from UWF Haas Center for Business Research using 2000 U.S. Bureau of Census Population and Housing with 2009 forecasts and field surveys were used to formulate these findings. The following data and analysis support the legislative finding that conditions in the proposed redevelopment area meet the criteria of slum or blight as described in Florida Statute 163.340(7) or (8).

### **Findings**

A "blighted area" is an area experiencing economic distress, endangerment to life or property due to the presence of a large number of deteriorated structures. The proposed area exhibits conditions of blight as defined in Florida Statute to include the following:

#### **Finding 1: Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities:**

The proposed redevelopment area lacks public infrastructure to include adequate street layout, paved roads, stormwater management systems, and sanitary sewer service. Inadequate street layout and lack of paved roads limits accessibility to property located north of Muscogee Road and appears to have contributed to faulty lot layouts, accessibility, and usefulness of the property. While some of the area is served by sanitary sewer, the majority of the proposed area to the north of Muscogee Road and east of Highway 29 is not served by a public sewer system which hinders reinvestment and redevelopment opportunities. The faulty lot layouts, lack of accessibility or usefulness of property, and marginal sewer service in the proposed redevelopment area supports the need for redevelopment.

#### **Finding 2: Deterioration of site or other improvements:**

Based upon windshield surveys conducted during 2010, there is a predominance of deteriorated or dilapidated housing in the proposed area. Single family residents were scored based upon a point system ranging from 1, Excellent Condition to 5, Dilapidated

**Condition.** The housing conditions windshield survey results found 96% of the single family houses in the area fall in the categories of fair, poor, or dilapidated condition which means they require some form of repair or rehabilitation, show signs of structural damage, or need of demolition. The majority of houses, 87%, were found to be in fair condition. These houses show need for repair or rehabilitation as indicated by curling shingles and lack of energy related improvements. The majority (51.8%) of the houses in the proposed area were constructed prior to 1969. Due to the age of the majority of the structures in the proposed area, it would make sense that the houses are in need of updates to include energy related improvements. Over three quarters (79.8%) of the owner occupied housing in the area is valued at less than the County median housing value of \$117,527 with more than half (50.7%) valued at less than \$50,000. Overall housing conditions and values support the need for redevelopment in the area.

The average median household income in the area is \$28,921 which is over \$16,000 less than the County median income of \$45,484. Approximately 60% (59.6%) of the households located within the proposed redevelopment area reported an income of less than the County median income while only 38% of the residents in the County as a whole reported income below the median value.

### **Summary**

Based upon the findings presented, the proposed redevelopment area exhibits conditions of slum or blight as defined by Florida Statutes. The proposed area would benefit from redevelopment programs and projects. A combination of rehabilitation, conservation, and redevelopment of the proposed area will support the elimination, prevention, and remedy of the conditions of slum and blight.





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-67

Item #: 9.

**BCC Regular Meeting**

Date: 11/18/2010

Issue: 5:32 p.m. Public Hearing – Adopt a Resolution Creating the Cantonment Redevelopment Area

From: Sandra Prince Jennings, P.E., Bureau Chief

Organization: Comm & Env Neigh Redevelopment

CAO Approval: *Charles R. Oliver*

---

**RECOMMENDATION:**

Recommendation: That the Board, at the 5:32 p.m. Public Hearing, take the following action concerning a Resolution creating the Cantonment Redevelopment Area (Funding Source: CRA Administration, Fund 151, Cost Center 220523, Object Code 54901):

A. Adopt the Resolution of Escambia County, Florida, relating to Community Redevelopment; finding that there is a blighted area within Escambia County, Florida, and a shortage of affordable housing for low and moderate income households, specifically within the Cantonment community; finding that rehabilitation, conservation, redevelopment, or a combination of these in the Cantonment Community is necessary in the interest of the public health, safety, morals and welfare of the residents of Escambia County; finding that there is a need to designate Cantonment as a redevelopment area; and providing for an effective date; and

B. Authorize the Chairman execute the Resolution.

**BACKGROUND:**

On May 27, 2010, Committee of the Whole, the CRA, a Division of the Community & Environment Bureau (CEB), was directed to conduct the necessary research and analysis to support findings that would determine whether areas located within the Cantonment community would meet the statutory criteria to be designated as a redevelopment area. The CRA has completed the "Findings of Necessity", and a copy is attached.

On November 18, 2010, at 4:20 p.m., a CRA meeting was convened to recommend to the Board the adoption of a Resolution creating the Cantonment Redevelopment Area. A Map of the proposed Area and the Findings of Necessity are attached.

**BUDGETARY IMPACT:**

Funding for the newspaper advertising was provided through the CRA Administration, Fund 151, Cost Center 220523, Object Code 54901. After the Redevelopment Plan is adopted by the Board, a Tax Increment Financing (TIF) Ordinance will be created to fund proposed improvements in the designated area.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed the Resolution as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Scheduling a Public Hearing for the proposed redevelopment area designation is in compliance with the Board guidelines and procedures.

**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

Resolution Finding of Necessity Legal Description Map



# Cantonment Redevelopment Plan

Escambia County  
Community Redevelopment Agency  
Community and Environment Department

Adopted January 2014

**DRAFT**

# DRAFT

## TABLE OF CONTENTS

	<u>Page</u>
Executive Summary	3
Cantonment Redevelopment Area Map	4
Legal Description	5
CHAPTERS	
1. Existing Conditions	6
1.1 Demographic and Socio-Economic Conditions	6
1.2 Crime	9
1.3 Housing Inventory and Conditions	11
1.4 Current Zoning	13
1.5 Existing Land Use	15
2. Redevelopment Issues & Opportunities	16
2.1 Housing	16
2.2 Community Facilities and Services	18
2.3 Health and Safety	21
2.4 Workforce and Jobs	24
2.5 Transportation & Infrastructure	26
2.6 Business Generation	29
2.7 Cultural/Natural Resources and Recreation	31
3. Plan Implementation	33
3.1 Resources for Implementation	33
3.2 Short Term Work Program	37
4. Capital Improvement Program	43
5. Neighborhood Impact Analysis	45
MAPS	
Map 1 Cantonment Redevelopment Area	48
Map 2 Zoning Map	49
Map 3 Existing Land Use	50
Map 4 Future Land Use	51
Map 5 Parks, Recreation and Vacant Land	52
Map 6 Public Lands and Utilities	53
APPENDICES	
Appendix A. Cantonment Resolution	55
Appendix B. Cantonment Redevelopment Trust Fund Ordinance	63
Appendix C. Envision Cantonment Workshop	73

# DRAFT

## EXECUTIVE SUMMARY

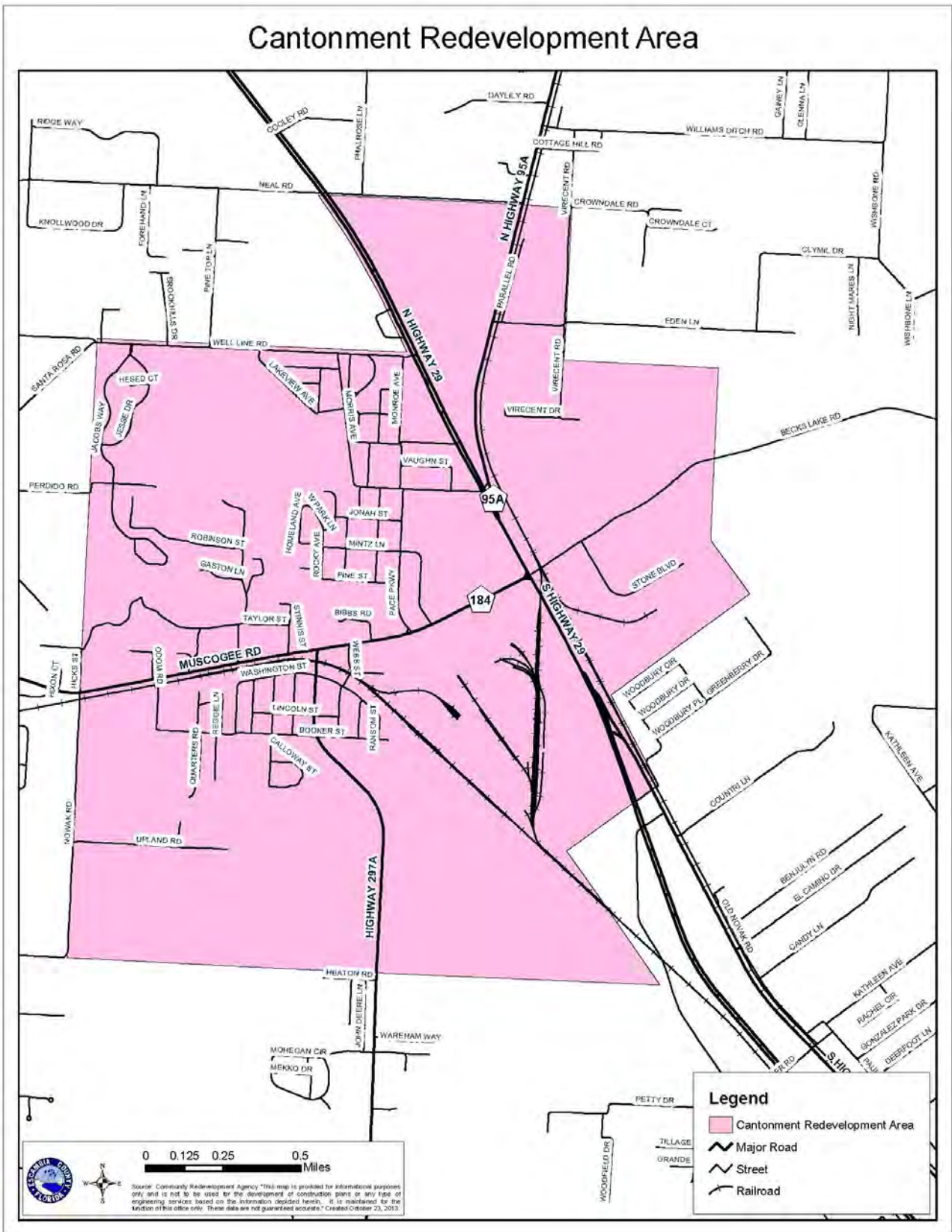
The Community Redevelopment Act of 1969 was enacted to provide local governments within the State of Florida with the tools necessary to revitalize deteriorated communities. These tools include the establishment of the Community Redevelopment Agency (CRA) to administer redevelopment plans and delegate certain powers to this agency such as the power to designate certain areas as: slum and blight; propose modification to community redevelopment plans; issue revenue bonds; and approve the acquisition, demolition, removal, or disposal of property.

On July 1, 1977, the Florida Legislature amended the Community Redevelopment Act to allow governments to use tax increment financing (TIF) as a tool for redevelopment. The amended Act also allows a designated CRA to utilize the revenues from the sale of tax increment bonds for specific projects aimed at redeveloping and improving community slum or blight. The location and extent of such areas and redevelopment projects must first, however, be objectively established and so designated by the local governing authority.

Community Redevelopment Agencies are granted the authority to undertake redevelopment projects following adoption of a community redevelopment plan as outlined in the Community Redevelopment Act F.S. 163.360. The Redevelopment Plan guides future development and expenditures from the Trust Fund so as to eliminate existing conditions of blight and to create a condition for continued private reinvestment in the district. The Plan provides a framework for coordinating and facilitating public and private redevelopment of the Area. Development and implementation of the Plan involves the efforts of the Agency, the private sector financial and business community and other governmental agencies. Following the adoption of the initial Plan, subsequent modifications and amendments may be adopted by the Governing Body pursuant to F.S. 163.361.

The Board of County Commissioners designated the Cantonment Redevelopment Area (CRA) pursuant to Resolution number R2010-204 on November 18, 2010. This Plan, developed with broad community involvement, supports the future redevelopment of the Cantonment CRA and is written in compliance with F.S. 163.362.

# DRAFT



# DRAFT

## LEGAL DESCRIPTION

Begin at the Northwest Corner of Section 10, Township 1 North, Range 31 West, Escambia County, Florida, thence Easterly along the North line of Section 10 to the intersection of said North line and the Westerly right-of-way line of U. S. Highway 29 (200' R/W); thence Northwesterly along said Westerly right-of-way line of U. S. Highway 29 (200' R/W) to the intersection of said Westerly right-of-way line and the extension West of the South right-of-way line of Neal Road (66' R/W); thence Easterly along the South right-of-way line of Neal Road (66' R/W) to the intersection of the Easterly extension of said South right-of-way line and the East right-of-way line of Virecent Road (R/W varies); thence Southerly along East right-of-way line of Virecent Road to the intersection of said East right-of-way line and the North Line Section 11, Township 1 North, Range 31 West; thence Easterly along the North line of Section 11 to the Northeast corner of Section 11, Township 1 North, Range 31 West; thence Southerly along the East line of Section 11 to the intersection of said East line of Section 11 and the Easterly line of Section 14, Township 1 North, Range 31 West; thence Southeasterly along said Easterly line of Section 14 to the Southeast corner of a parcel of land recorded in Official Records Book 4191 at page 1488 of the public records of Escambia County, Florida, (Property Reference No. 14-1N-31-1001-000-004); thence Southwesterly along the South line of said Parcel to the East right-of-way line of CSX Railroad; thence Southeasterly along East right-of-way line of CSX Railroad to the South line of Lot 3, Section 14, Township 1 North, Range 31 West as recorded in Deed Book "N" at page 37; thence Southwesterly along South line of Lot 3 to the East line of Section 15, Township 1 North, Range 31 West; thence Southeasterly to the Southeast corner of Section 15, Township 1 North, Range 31 West; thence Westerly along the South line of Section 15, Township 1 North, Range 31 West and Section 16, Township 1 North, Range 31 West to the Southwest corner of Section 16, Township 1 North, Range 31 West; thence Northerly along the West line of Section 16, Township 1 North, Range 31 West and Section 10, Township 1 North, Range 31 West to the Northwest corner of Section 10, Township 1 North, Range 31 West and the Point of Beginning.



# DRAFT

## CHAPTER 1: EXISTING CONDITIONS

**Introduction:** This chapter gives a detailed description of the existing demographic and socio-economic conditions, crime statistics, housing inventory and conditions, current zoning and existing land use of the Cantonment Redevelopment Area.

The redevelopment area boundaries include the following neighborhoods and neighborhood associations:

- Harvesters neighborhood
- The Bottom neighborhood
- Cantonment Improvement Committee
- Brown's Quarter neighborhood
- The Village neighborhood
- Muscogee neighborhood

The CRA solicited input from residents and business owners in all of these neighborhoods and organizations by conducting a series of four public community meetings in October 2013. Community member responses as well as conditions listed in this chapter were used to determine specific needs to be addressed over the next five years. The CRA will continue to work with these residents, neighborhood associations, and area businesses during the plan implementation.

### 1.1 DEMOGRAPHIC AND SOCI-ECONOMIC CONDITIONS

The redevelopment needs of the Cantonment area were evaluated directly through field investigation and indirectly through U.S. Census data estimates which includes Population, Race, Households, Household income, and Housing.

- A. **Population** – As presented in Table 1.1A, the Cantonment Redevelopment Area is showing a slow but steady increase in population concurrently with Escambia County as a whole.

**Table 1.1A: Population from 1990 to 2013**

Total Population	1990	2000	2010	2013
Escambia County	263,272	294,784	298,144	302,715
Cantonment CRA	1,764	1,837	1,953	1,992

Source: U.S. Census Bureau & ESRI Estimates and Projections

# DRAFT

- B. **Race**- Table 1.1B shows that the racial majority of the Cantonment Redevelopment Area is White followed by African American and less than 3% of other races.

**Table 1.1B: Race**

Race	Cantonment CRA	Escambia County
White Alone	52.00%	75.00%
African American Alone	43.76%	16.00%
American Indian and Alaskan Native	1.18%	0.40%
Asian	0.36%	2.40%
Pacific	0.00%	0.10%
Other Race	0.67%	3.60%
Two or More Races	1.60%	2.50%

Source: U.S. Census Bureau & ESRI, 2009 Estimates

- C. **Households** – The number of family households in Cantonment Redevelopment Area is less than .005% of the total number of household in Escambia County.

**Table 1.1C: Households**

Households	Cantonment CRA	Escambia County
Family Households	553	111,928

Source: UWF Haas Center and U.S. Census Bureau

- D. **Household Income** – According to the sources below Table 1.1D, there is a large number of low (less than \$24,999) to very low (less than \$15,000) household incomes in the Cantonment Redevelopment Area.

# DRAFT

**Table 1.1D: Household Income**

Household Income	Cantonment CRA	Escambia County
Income under \$15,000	165 (21.7%)	6,601 (5.9%)
Income \$15,000 to \$24,999	150 (19.7%)	14,223 (12.7%)
Median Family Household Income	\$28,921	\$43,707

Source: UWF Haas Center & U.S. Census Bureau

## E. *Housing*

Based upon windshield surveys conducted during 2010, there is a predominance of deteriorated or dilapidated housing in the proposed area. Single-family residences were scored based upon a point system ranging from 1= Excellent Condition to 5=Dilapidated Condition. The housing conditions windshield survey results found 96% of the single-family houses in the area fall in the categories of fair, poor, or dilapidated condition which means they require some form of repair or rehabilitation, show signs of structural damage, or need of demolition. The majority of houses, 87%, were found to be in fair condition. These houses show need for repair or rehabilitation as indicated by curling shingles and lack of energy related improvements. The majority (51.8%) of the houses in the proposed area were constructed prior to 1969. Due to the age of the majority of the structures in the proposed area, it would make sense that the houses are in need of updates to include energy related improvements. Over three quarters (79.8%) of the owner occupied housing in the area is valued at less than the County median housing value of \$117,527 with more than half (50.7%) valued at less than \$50,000. Overall housing conditions and values support the need for redevelopment in the area.

**Table 1.1E: Housing**

Occupied Units	Cantonment CRA	Escambia County
Owner Occupied	69.7%	67.4%
Rental Occupied	20.3%	32.6
Owner Occupied Housing Value	Cantonment CRA	Escambia County
Median Value	\$70,400	\$145,000

Source: ESRI, 2009 Estimates & U.S. Census Bureau

# DRAFT

## 1.2 CRIME

Crime and the perception of crime are major contributing factors to blight in the area. Data presented in Table 1.2A and the charts below indicate that this continues to be the case.

Violent crimes included aggravated assault, criminal homicide, forcible rape, and robbery. Non-violent crimes consisted of burglary, larceny, and motor vehicle theft. Implementation of the plan and several improvements throughout the Cantonment CRA along with grant programs readily available for the residents and stakeholders are designed to reduce the crime rate.

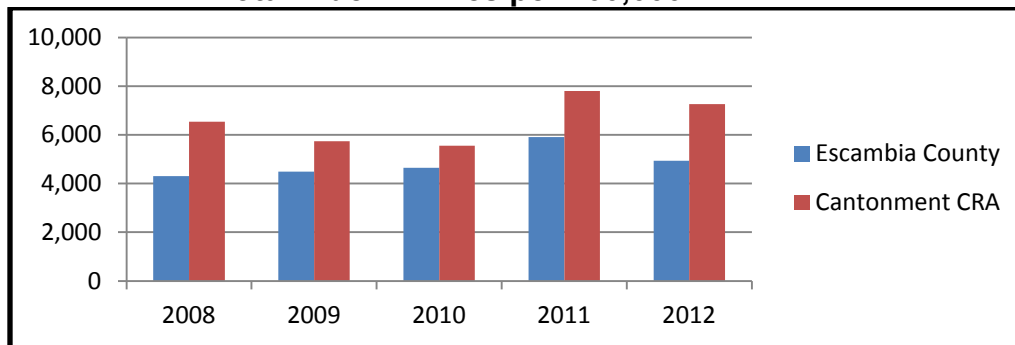
**TABLE 1.2A: Index Crime Rates Reported by Jurisdiction and Year 2008-2012**

Year	Area	Murder	Sex	Robbery	Assault	Burglary	Larceny	MVT	Narcotics	Total
2008	Escambia	18	225	554	1,420	2,417	6,364	687	1,369	13,054
2008	Cantonment	0	2	3	41	38	24	28	19	155
2009	Escambia	15	307	534	1,392	2,610	6,593	630	1,526	13,607
2009	Cantonment	0	2	5	37	39	29	22	7	141
2010	Escambia	26	313	461	1,128	2,665	7,271	519	1,458	13,841
2010	Cantonment	0	2	1	40	25	32	31	11	142
2011	Escambia	14	272	463	1,033	2,600	7,543	858	1,641	14,424
2011	Cantonment	0	2	5	45	47	46	34	13	192
2012	Escambia	15	264	412	1,269	3,156	7,579	550	1,701	14,946
2012	Cantonment	0	2	2	53	41	32	33	17	180

Source: Escambia County Sheriff's Office

# DRAFT

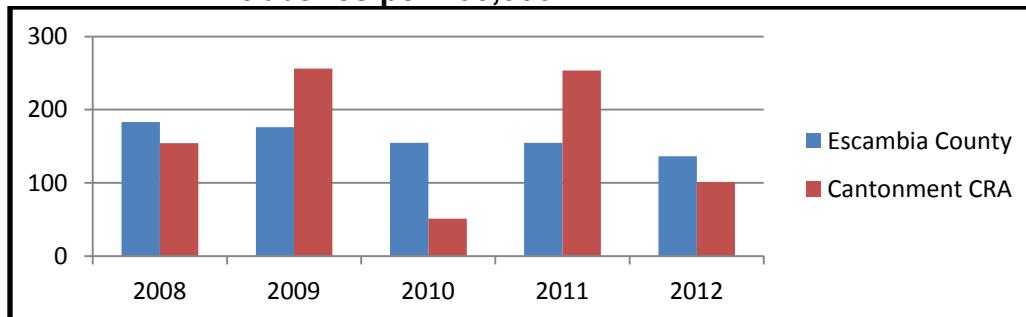
**CHART 1.2A: Total Index Crimes per 100,000**



Source: Escambia County Sheriff's Office & ESRI 2009 Estimates

When compared in crimes per 100,000 residents, the magnitude of the crime problem in Cantonment CRA is understood. In the five-year data period from 2008-2012, total crimes in the Cantonment CRA exceed the crime rate in Escambia County as a whole. Residents and business owners in the Cantonment CRA are more likely to experience crime than the county average.

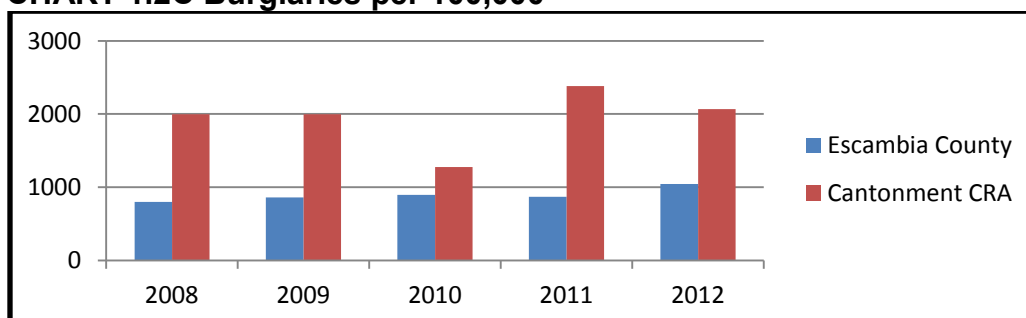
**CHART 1.2B: Robberies per 100,000**



Source: Escambia County Sheriff's Office & ESRI 2009 Estimates

The data for Robberies per 100,000 persons is inconclusive in the five years listed above. In some years, such as 2009 and 2011, the chance of being the victim of a robbery was much higher than the county average. However, in 2008, 2010 and 2012 the opposite was true.

**CHART 1.2C Burglaries per 100,000**



Source: Escambia County Sheriff's Office & ESRI 2009 Estimates

# DRAFT

The rate of Burglary in the Cantonment CRA is noticeably higher than the county average. In four out of the five reporting years, citizens and businesses in the Cantonment CRA were twice more likely to be the victim of a burglary than a citizen outside of the CRA.

## 1.3 HOUSING INVENTORY AND CONDITIONS

CRA staff completed a windshield housing conditions survey throughout the Cantonment Redevelopment Area in 2010. The survey results are presented in Table 1.3A Existing Housing Conditions. Area housing was evaluated based upon the following established conditions criteria:

1 = Excellent condition – No repair or very minor repair required.

2 = Good condition – Evidence of aging, but no structural repair needed. Houses may require minor repair and/or cosmetics, such as painting.

3 = Fair condition – Repair or rehabilitation required. Roofing work or shingle replacement may be needed. There may be evidence of a need for energy related improvements.

4 = Poor condition – Obvious structural damage exists. The entire structure may be leaning, the floor may be settling in places, and there may be evidence of water damage.

5 = Dilapidated condition – Typically beyond feasible rehabilitation and in need of demolition. The building may be burned out or otherwise structurally unsafe. Portions of the structure may already be down.

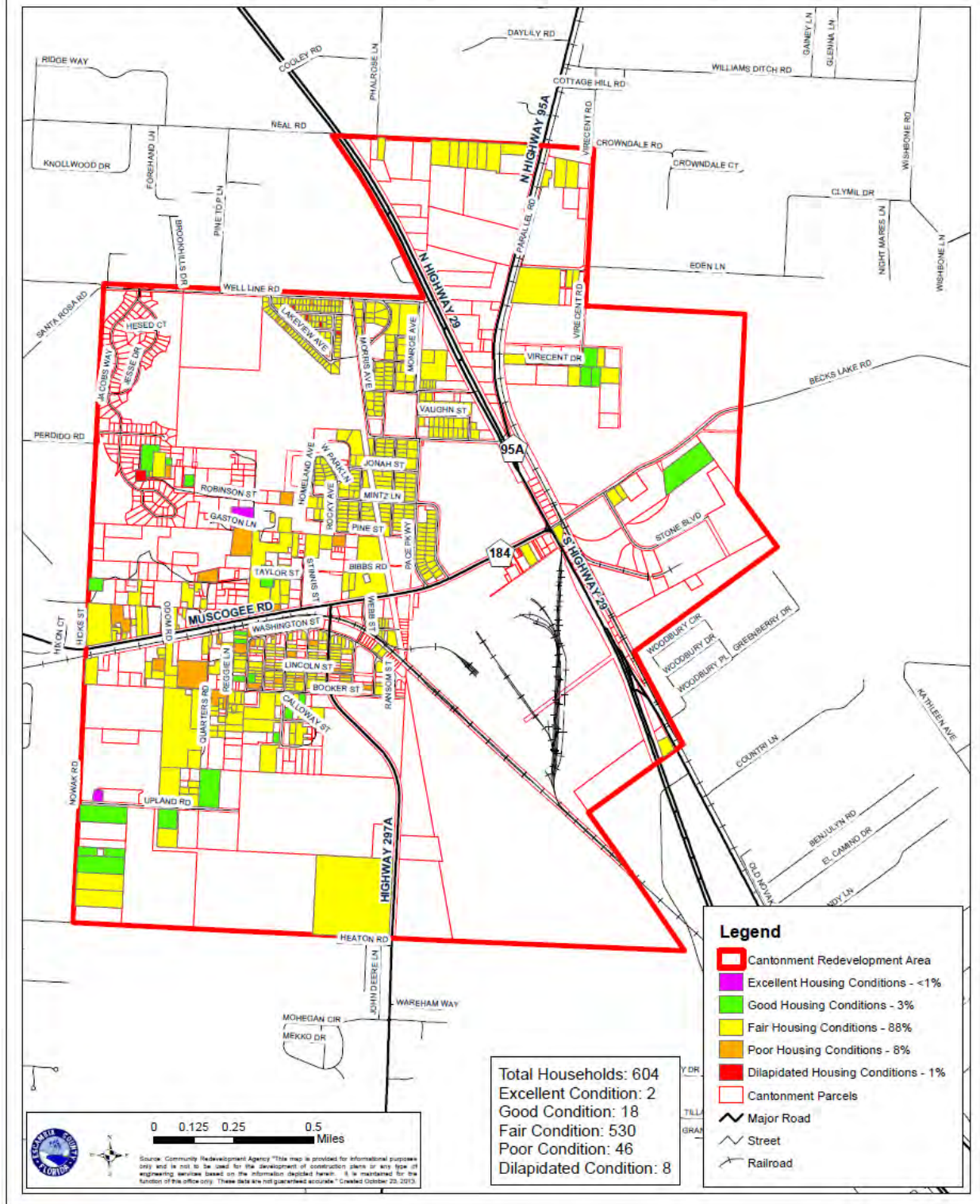
**TABLE 1.3A: Existing Housing Conditions**

HOUSING CONDITIONS	NUMBER OF STRUCTURES	PERCENT OF TOTAL
1 = Excellent	2	<1%
2 = Good	18	3%
3 = Fair	530	88%
4 = Poor	46	8%
5 = Dilapidated	8	1%
Total	604	100%

Source: Escambia County CRA staff

# DRAFT

## Cantonment Redevelopment Area - Housing Conditions





# DRAFT

## 1.4 CURRENT ZONING

The eighteen zoning districts identified in the Cantonment Redevelopment Area include a broad range of intended uses. The zoning districts and brief descriptions are presented as follows in Table 1.4.A and further shown on the CRA Zoning map on the next page.

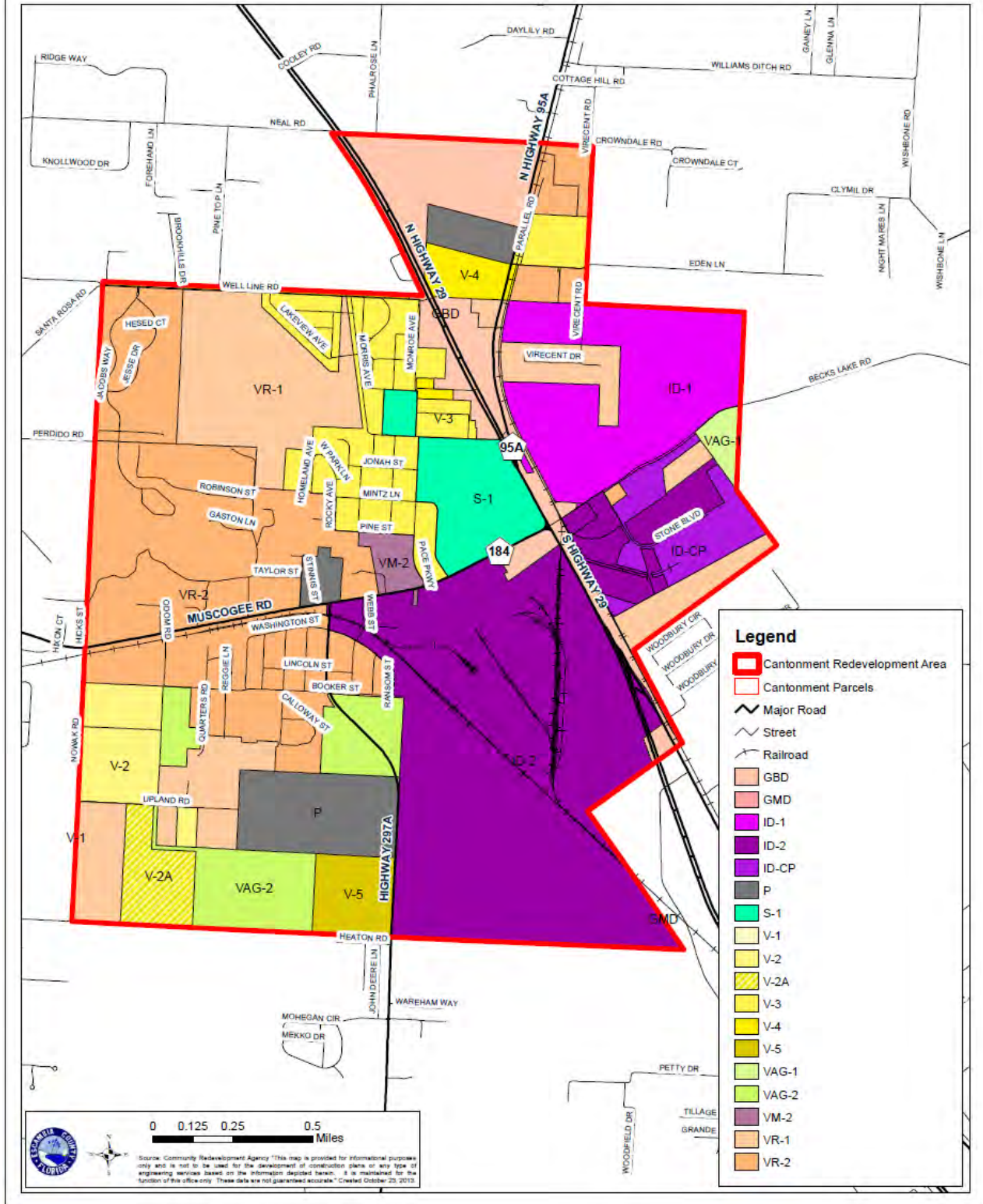
**TABLE 1.4A: Zoning**

Zoning	Intended Use
GBD	Gateway Business District
GMD	Gateway Mixed Use District
ID-1	Industrial District (no residential uses allowed)
ID-2	General Industrial District (no residential uses allowed)
ID-CP	Industrial Commerce Park (no residential uses allowed)
P	Public Land
S-1	Outdoor Recreational District (no residential uses allowed)
V-1	Villages Single-Family Residential, Low Density
V-2	Villages Single-Family Residential, Medium Density
V-2A	Villages Single-Family Residential, Low Density
V-3	Villages Single-Family Residential, High Density
V-4	Villages Multifamily Residential
V-5	Villages Mixed Residential Clustered
VAG-1	Villages Agriculture, Low Density
VAG-2	Villages Agriculture
VM-2	Villages Mixed Residential - 2
VR-1	Villages Rural Residential, Low Density
VR-2	Villages Rural Residential

Source: Escambia County Land Development Code

DRAFT

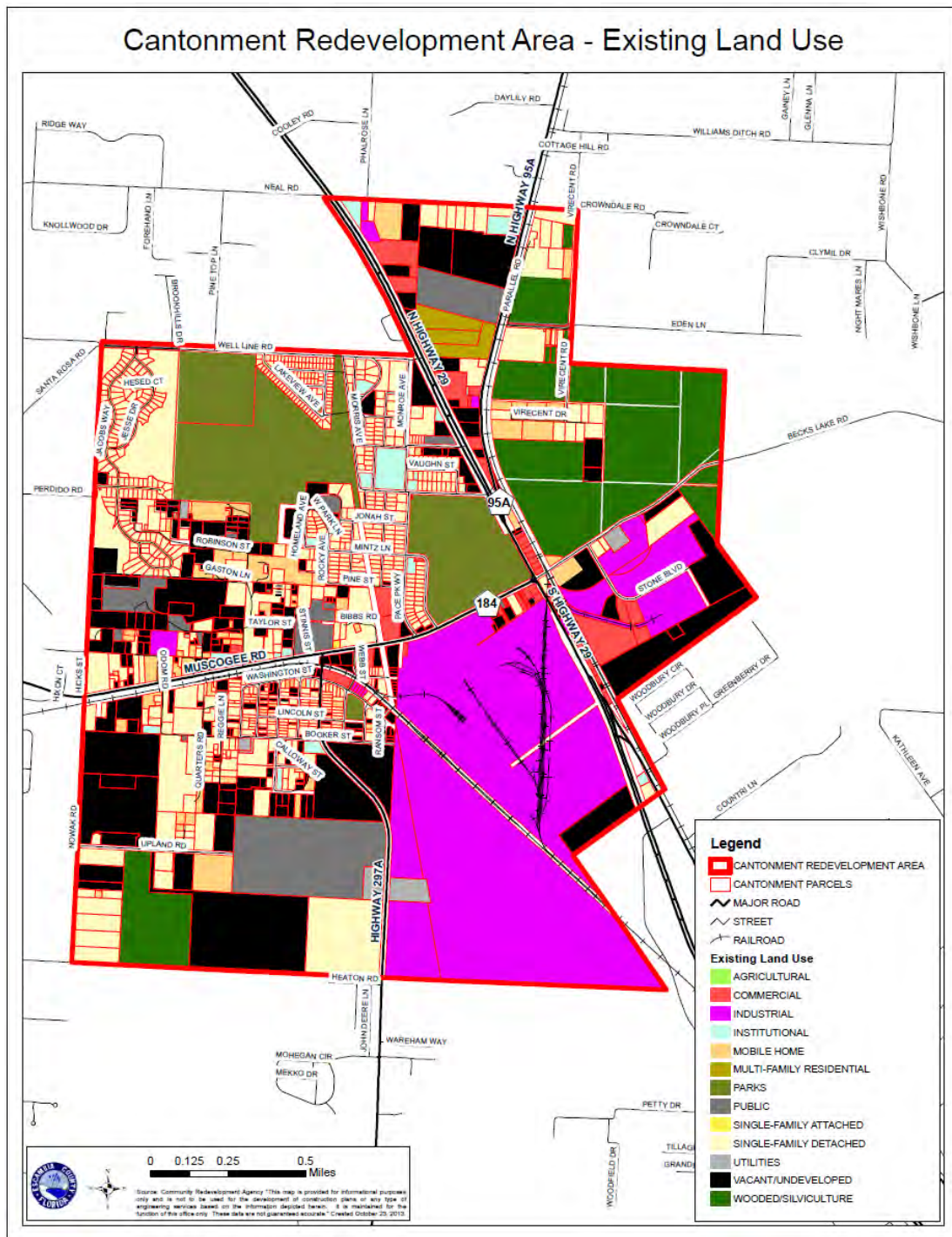
# Cantonment Redevelopment Area - Zoning



# DRAFT

## 1.5 EXISTING LAND USE

Existing land use in the redevelopment area includes Agricultural, Commercial, Industrial, Institutional, Mobile Home, Multi-Family Residential, Parks, Public, Single-Family attached, Single-Family detached, Utilities, Vacant/Undeveloped, and Wooded areas.

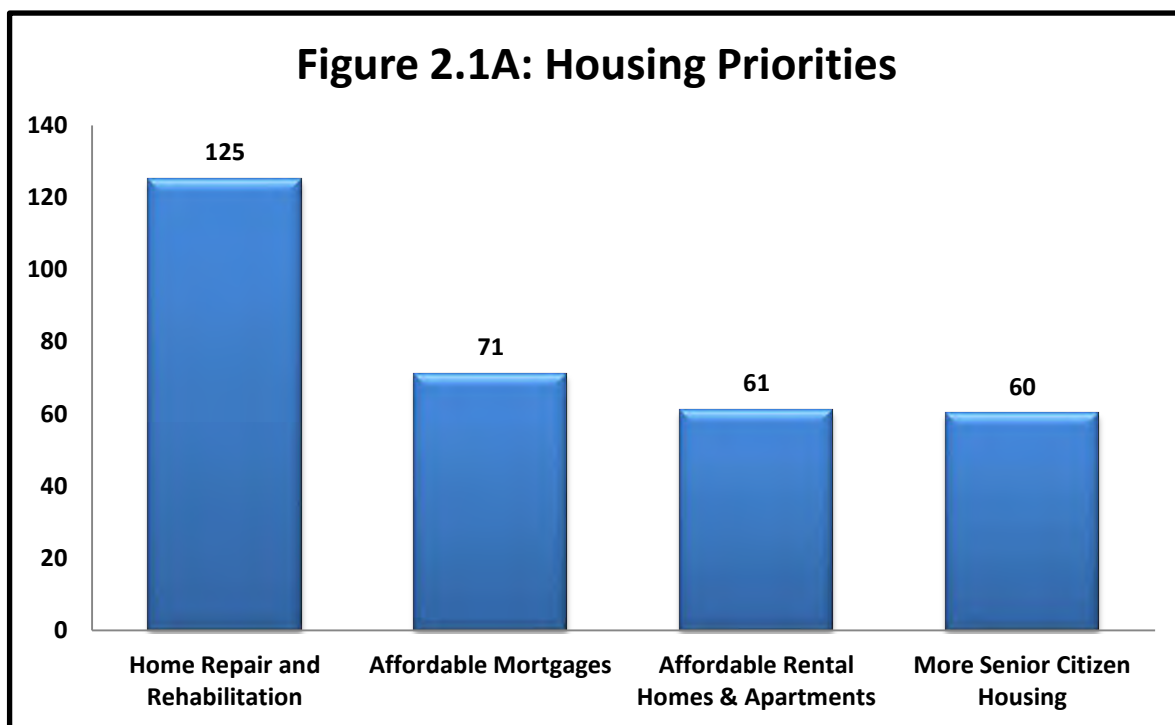


# DRAFT

## CHAPTER 2: REDEVELOPMENT ISSUES AND OPPORTUNITIES

Through a series of Workshops and public participation, Issues and Opportunities were identified in seven focus areas of Community Visioning and prioritized by the Cantonment community. The seven focus areas are Housing, Community Facilities and Services, Health and Safety, Workforce and Jobs, Transportation and Infrastructure, Business Generation, and Cultural/Natural Resources and Recreation. The Issues are problems identified within the community and the Opportunities are the proposed solution to those problems.

### 2.1 HOUSING



**Source: CRA Cantonment Community Prioritizing Survey, October 2013**

Figure 2.1A depicts the four primary housing issues identified by the Cantonment community. The highest priority in regards to housing is that homes are in need of repair and rehabilitation. This issue vastly outranked the other three housing issues followed by affordable mortgages, affordable rental homes & apartments, and more senior citizens housing respectively.

a. The Issues: Home Repair and Rehabilitation

Because over fifty percent of the homes within the redevelopment area are forty five years or older, there is a great need for housing repair or rehabilitation.

# DRAFT

## The Opportunities:

The Community Redevelopment Agency (CRA) will work very closely with the Neighborhood Enterprise Foundation, Inc. (NEFI), neighborhood groups, and other agencies to identify and assist residential property owners who need housing repairs and or rehabilitation assistance. Furthermore the CRA will initiate a residential rehabilitation grants program utilizing tax incremental financing (TIF) as a funding source. The CRA will continue to promote a variety of funding sources to assist in rehabilitation and reinvestment activities. The CRA will work with homeowners to achieve improved housing conditions and repair assistance to change the appearance and livability of this community.

### b. The Issues: Affordable Mortgages

There is a great need for affordable mortgages in Cantonment. Home ownership is one avenue to improve the economy and value of a community. Many citizens desire to own a home, but in order for citizens to become homeowners the mortgages must be affordable.

## The Opportunities:

The CRA will encourage public/private initiatives and collaborate with agencies such as Habitat for Humanity, Community Enterprise Investments, Inc, Hancock Bank, and other agencies to make affordable mortgages available to citizens.

### c. The Issues: Affordable Rental Homes & Apartments

There is a great need to provide more affordable rental homes and apartments for citizens who prefer renting.

## The Opportunities:

The CRA will encourage home and apartment owners to offer affordable rental rates and collaborate with other agencies to provide educational workshops on housing and apartment rental.

### d. The Issues: More Senior Citizen Housing

There is a growing population of senior citizens within the Cantonment redevelopment area, but a small amount of senior housing.

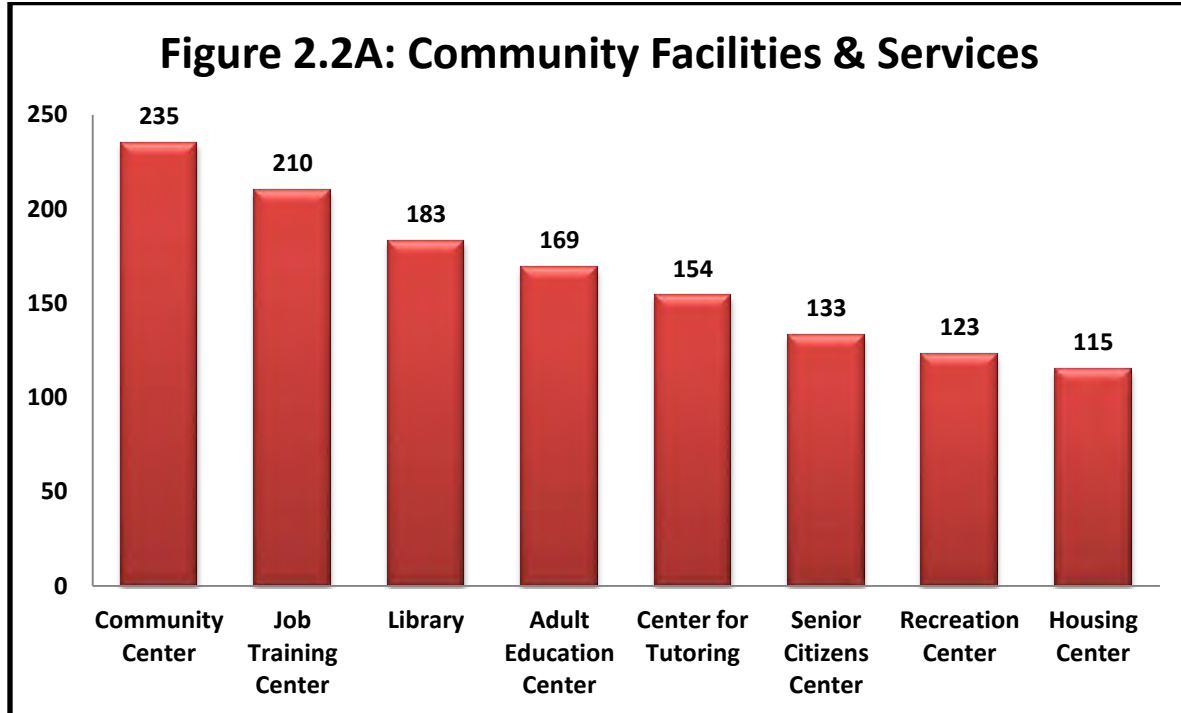
## The Opportunities:

The CRA will work with NEFI, Habitat for Humanity, and other agencies to form public-private partnerships to develop more senior housing within the community.



# DRAFT

## 2.2 COMMUNITY FACILITIES AND SERVICES



Source: CRA Cantonment Community Prioritizing Survey, October 2013

Figure 2.2A lists the eight community facilities and services desired in Cantonment community. The top three highest ranking items are community center, job training center, and library. As shown in the figure above, the other five facilities fall in line accordingly. All of the above mentioned programs can be housed out of one large community center.

a. The Issues: Community Center

There is an outcry in the Cantonment community for a center to serve a number of purposes. The majority of the citizens agree that a community center could house the majority, if not all of the centers listed in Figure 2.2A.

The Opportunities:

The Sidney W. Nelson Community Learning Center (formerly known as Old Ransom High School) has been identified by the community to possibly be converted to a Community Center. The CRA will collaborate with the Escambia County School Board, Community Affairs, and other agencies to determine if this is feasible and/or look at alternatives of building a new facility.

b. The Issues: Job Training Center

There is no job training center in the Cantonment Community to prepare the citizens for highly skilled jobs and improve the quality of the local workforce.

# DRAFT

## The Opportunities:

The Sidney W. Nelson Community Learning Center (formerly known as Old Ransom High School) has been identified by the community to possibly be converted to a Community Center that can house a job training program. The CRA will collaborate with the Escambia County School Board, International Paper Community Affairs, Workforce Escarosa Career Center and other agencies to determine if this is feasible and/or look at alternatives of building a new facility.

### c. The Issues: Library

There is no public library in the Cantonment Community where citizens can read and checkout books, utilize the internet, and participate in educational and social events.

## The Opportunities:

The Sidney W. Nelson Community Learning Center (formerly known as Old Ransom High School) has been identified by the community to possibly be converted to a Community Center that can house a library. The CRA will collaborate with the Escambia County School Board, Community Affairs, Workforce, Escambia County Library System and other agencies to determine if this is feasible and/or look at alternatives of building a new facility.

### d. The Issues: Adult Education Center

There is no adult education center in the Cantonment Community where adult citizen can attain a high school diploma, gain or upgrade basic skills such as computer skills, language skills, math skills, or some other type of skills set.

## The Opportunities:

The Sidney W. Nelson Community Learning Center (formerly known as Old Ransom High School) has been identified by the community to possibly be converted to a Community Center that can house an adult education program. The CRA will collaborate with the Escambia County School Board, Community Affairs, Pensacola State College, Community Action Program Committee, Inc. and other agencies to determine if this is feasible and/or look at alternatives of building a new facility.

### e. The Issues: Center for Tutoring

There is no place available in the Cantonment redevelopment area where citizens can receive tutoring services.

## The Opportunities:

The Sidney W. Nelson Community Learning Center (formerly known as Old Ransom High School) has been identified by the community to possibly be converted to a Community Center that can house a tutoring program. The CRA will collaborate with the Escambia County School Board, Community Affairs, Pensacola State College, Community Action Program Committee, University of West Florida and other agencies to determine if this is feasible and/or look at



# DRAFT

alternatives of building a new facility for public tutoring. The CRA will also encourage private at home tutoring services.

f. The Issues: Senior Citizens Center

The Cantonment Community does not have a Senior Citizens Center to provide programs and activities in the neighborhoods to help keep seniors active as they age.

The Opportunities:

The Sidney W. Nelson Community Learning Center (formerly known as Old Ransom High School) has been identified by the community to possibly be converted to a Community Center that can house senior citizens programs. The CRA will collaborate with the Escambia County School Board, Escambia County Parks and Recreation, Community Affairs, Council on Aging, and other agencies to determine if this is feasible and/or look at alternatives of building a new facility.

g. The Issues: Recreation Center

There is no recreation center within the Cantonment community where citizens can gather for recreation, swimming, sports and fitness activities, and other purposes.

The Opportunities:

The Sidney W. Nelson Community Learning Center (formerly known as Old Ransom High School) has been identified by the community to possibly be converted to a Community Center that can house a recreation center and community pool. The CRA will collaborate with the Escambia County School Board, Escambia County Parks and Recreation, Community Affairs, and other agencies to determine if this is feasible and/or look at alternatives of building a new facility.

h. The Issues: Housing Center

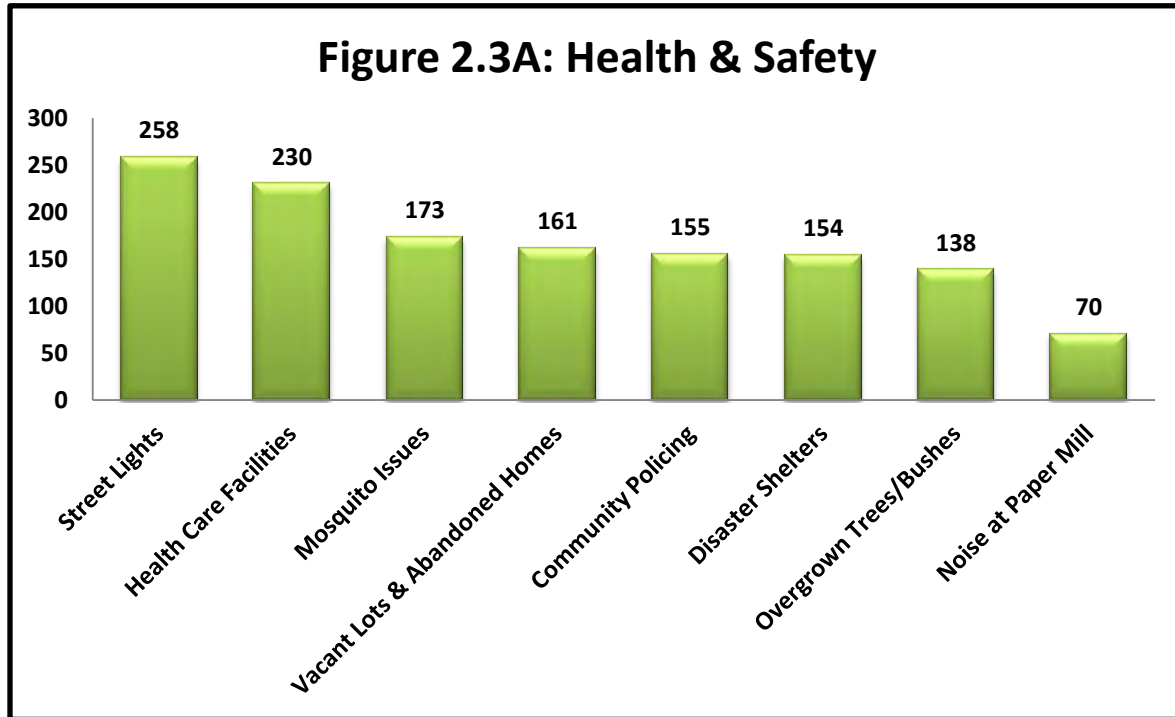
The Cantonment Community desires a Housing Center to provide programs to educate and assist citizens who desire to become homeowners and provide housing opportunities to citizens who would otherwise not be able to afford it.

The Opportunities:

The Sidney W. Nelson Community Learning Center (formerly known as Old Ransom High School) has been identified by the community to possibly be converted to a Community Center that can house community housing programs. The CRA will collaborate with the Escambia County School Board, Community Affairs, Habitat for Humanity, NEFI, and other agencies to determine if this is feasible and/or look at alternatives of building a new facility.

# DRAFT

## 2.3 HEALTH AND SAFETY



Source: CRA Cantonment Community Prioritizing Survey, October 2013

Figure 2.3A indicates the top two health and safety issues identified by the community are street lights and health care facilities. Additionally mosquito control and vacant and abandoned homes are important community issues. Community policing and disaster shelters ranked very close. Although they are lower priorities, over grown trees / bushes and noise at the paper mill are also major concerns.

a. The Issues: Street Lights

Many areas within the Cantonment community are unsafe at night because there are no street lights. Adequate street lights make the streets safer and help deter crime. Streetlights will improve safety for pedestrians, bicyclists, children playing, and motorists.

The Opportunities:

The CRA will collaborate with Gulf Power, NEFI, and other county departments to determine locations to install street lights around parks, residential areas, and throughout the Cantonment redevelopment area. CRA will continue to improve pedestrian safety and amenities where deficiencies occur through installation of streetlights, sidewalks & bike paths, and pedestrian crosswalk signals.

b. The Issues: Health Care Facilities

Citizens have to travel a long distance to receive medical attention which can make the difference in life or death situations. There are no after hours health care services or public health department in the local community.

# DRAFT

## The Opportunities

The CRA will collaborate with Escambia County Health Department, Sacred Heart, Baptist and West Florida Hospitals and other agencies to provide/build a medical facility that provides 24 hour health care services in the local area.

### c. The Issues: Mosquito Control

There is a high concentration of mosquitoes in the Cantonment area which raises citizen's concern about the spread of diseases.

## The Opportunities

Mosquito Control Division manages the population of mosquitoes throughout Escambia County to reduce their danger to human health, economies, and enjoyment. They will work with the Cantonment Community to decrease the mosquito population and eliminate the spread of diseases at identified locations.

### d. The Issues: Vacant Lots and Abandoned Homes

Vacant lots and abandoned houses are not maintained which decreases the property value as well as the aesthetics of the community.

## The Opportunities

The CRA as well as neighborhood groups will encourage property owners to maintain their property, utilize Code Enforcement to investigate issues and initiate Community Clean Sweeps.

### e. The Issues: Community Policing

Due to the high crime rate in the Cantonment redevelopment area, there is a great need for community policing.

## The Opportunities

The CRA will encourage citizens to establish Neighborhood Watch Groups while working to provide a police substation to increase safety and deter crime in the neighborhoods and parks. The CRA will work closely with neighborhood groups and the Sheriff's Office to target high crime areas within the Cantonment CRA.

### f. The Issues: Disaster Shelters

Citizens are not aware of how to prepare for a disaster or the locations of shelters within the Cantonment area.

## The Opportunities

The CRA will work with BRACE (Be Ready Alliance Coordinating for Emergencies) and Escambia County Public Safety Department to provide Disaster Preparedness Workshops for the community to help identify shelters.

# DRAFT

g. The Issues: Overgrown Trees and Bushes

There is overgrowth of trees in the right-of-way and on power lines that obstruct driver's view on county roads.

The Opportunities

The CRA will work closely with Escambia County Road Department and Gulf Power to insure safety of the residents by increasing visibility along rights-of-way and power lines.

h. The Issues: Noise at Paper Mill

Residents expressed concern regarding loud noise from the industrial paper mill.

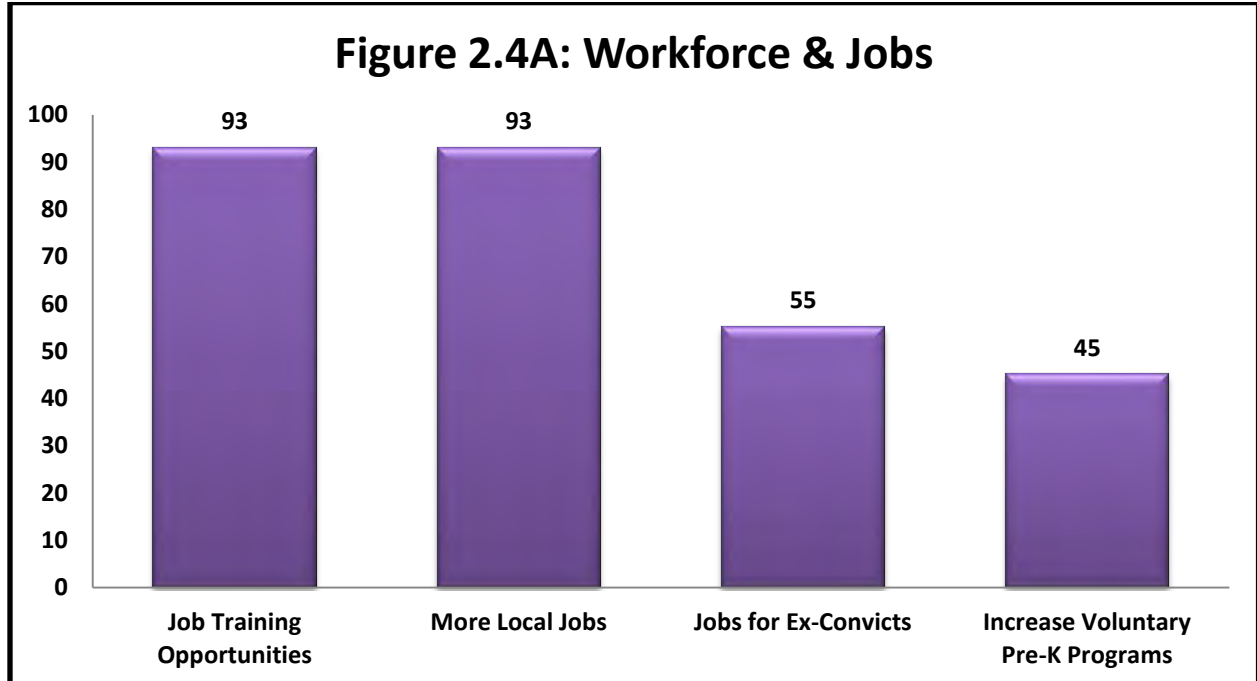
The Opportunities

The CRA staff will work closely with County Code Enforcement Department and International Paper to ensure buffers are in place to reduce and control the noise.



# DRAFT

## 2.4 WORKFORCE AND JOBS



Source: CRA Cantonment Community Prioritizing Survey, October 2013

Figure 2.4A indicates that both Job Training Opportunities and More Local Jobs tied as the highest priority in this category. Many participants at the public meetings noted the long drive required to job training centers and areas where most job opportunities are available. Making job opportunities and training available locally will improve the lives of residents in Cantonment. Providing job opportunities for ex-convicts and voluntary pre-kindergarten programs were also identified as needs in the community.

Several opportunities for Workforce & Jobs were identified by the community: bring job training to Cantonment, reuse the Old Ransom High School for the facility, create incentives to hire residents of Cantonment, provide basic skills classes, develop a workforce for felons to reduce the chance of repeat offenders, provide support for working single parents, develop volunteer programs to shadow skilled workers for experience, and hold a job fair.

a. The Issues: Job Training Opportunities

To provide programs that promote positive workforce ethics, life skills, and professionalism.

The Opportunities

The CRA will continue to seek partnerships with Escambia County School Board and private property owners to devise strategies to redevelop underutilized and vacant buildings owned by the school board and identify appropriate redevelopment alternatives that will address the needs of the community such as

# DRAFT

basic job skills training, computer training, and other job training opportunities through shadow volunteering at local companies.

b. The Issues: More Local Jobs

Bring more businesses and jobs to the local area.

The Opportunities

Develop a plan geared towards marketing Cantonment to regional & national high-wage employers.

c. The Issues: Jobs for Ex-Convicts

Provide an opportunity for second chance ex-convicts employment.

The Opportunities

Establish collaboration between agencies to assist employing ex-convicts.

d. The Issues: Increase Voluntary Pre-Kindergarten Programs

To give parents an opportunity to work by providing available childcare.

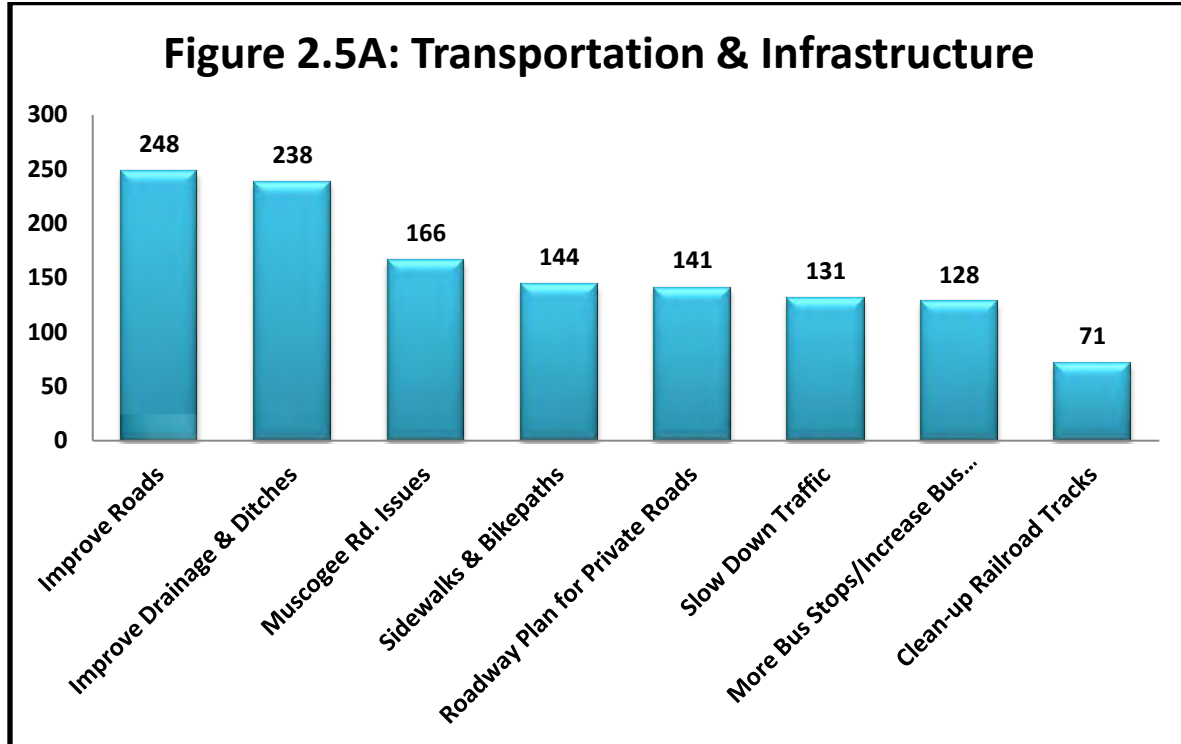
The Opportunities

Increase Voluntary Pre-Kindergarten and childcare programs.



# DRAFT

## 2.5 TRANSPORTATION & INFRASTRUCTURE



Source: CRA Cantonment Community Prioritizing Survey, October 2013

Figure 2.5A indicate Improving Roads and Improving Drainage and Ditches were the two highest priority issues identified by the community. Other high priority issues are: improving Muscogee Road, adding sidewalks and bike paths, creating a roadway plan for private roads, traffic calming and adding more bus stops and increasing bus frequency. Opportunities identified by meeting participants included increasing transit and transport jobs, training and elderly services.

- a. The Issues: Improve Roads  
To improve road conditions in neighborhoods.

The Opportunities  
County will continue to work to repair road access and drainage issues.





# DRAFT

- b. The Issues: Improve Drainage and Ditches  
Improve and maintain drainage ditches.

The Opportunities

The CRA will work closely with County Road Department and Engineering Department to repair and maintain drainage ditches.



- c. The Issues: Muscogee Road  
Ensure that roads are in good driving conditions and traffic is circulating safely.

The Opportunities

The County Road and Engineering Department will coordinate and repair damaged roads on County Road 95A and Muscogee Road.

- d. The Issues: Sidewalks and Bike Paths  
Ensure that sidewalks and bike paths are integrated into the community.

The Opportunities

The County will monitor areas for improvement through an implementation of sidewalks and bike paths as a safety enhancement throughout the community for pedestrians.

- e. The Issues: Roadway Plan for Private Roads  
Develop a local roadway plan for private roads and easements.

The Opportunities

The County will consider options to make private roads into paved county roads.



# DRAFT

- f. The Issues:  
Ensure safe circulation of traffic throughout the community.

The Opportunities

The County will coordinate with other departments to install traffic calming measures to decrease the vehicular speed on identified streets: Washington, Booker, and Louis Streets.

- g. The Issues:  
Provide efficient bus transportation to citizens.

The Opportunities

Increase the number of bus stops with shelters and increase the bus pick-up times.

- h. The Issues:  
Improve the aesthetic appearance along railroad tracks.

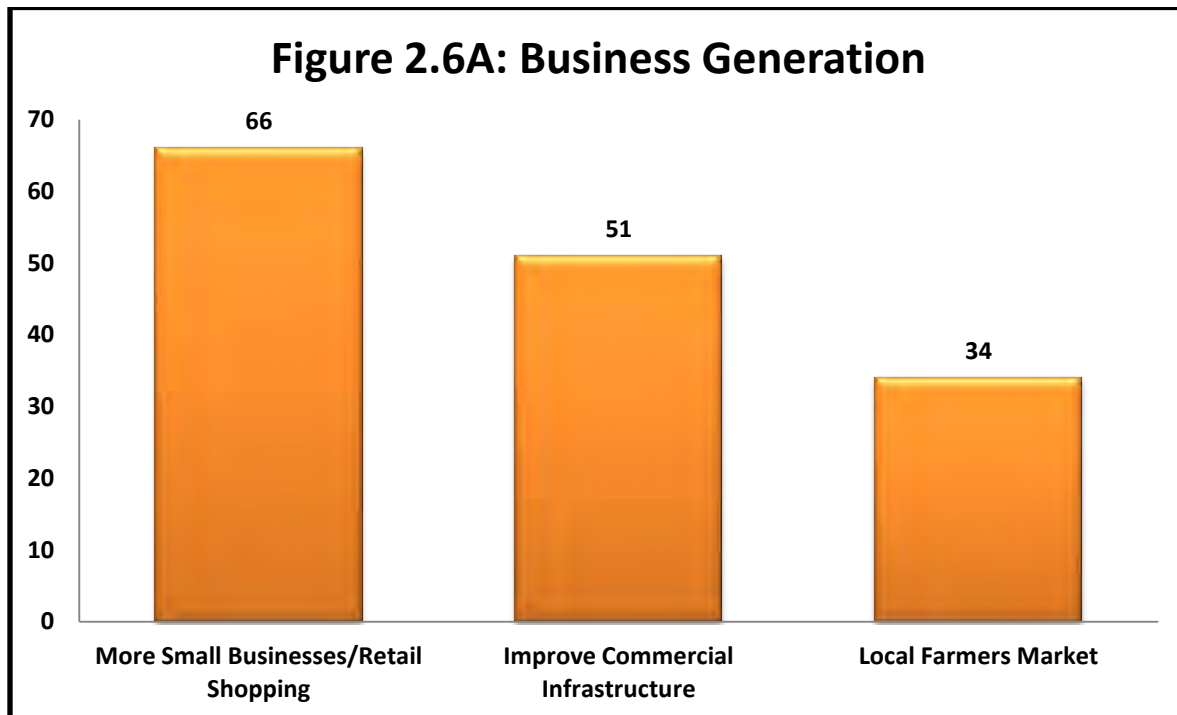
The Opportunities

The CRA will coordinate with Clean & Green to promote events to clean up trash along railroad tracks and encourage owners to maintain it.



# DRAFT

## 2.6 BUSINESS GENERATION



Source: CRA Cantonment Community Prioritizing Survey, October 2013

Figure 2.6A shows the three primary issues identified, creating more small business and retail shopping received the highest priority by the community. Improving commercial infrastructure and developing a local farmers market were also needs that could be addressed. The community identified several ideas for improving business generation opportunities: partner with major industries in the Cantonment and Greater Pensacola area to bring jobs to the community as well as reusing the Old Ransom High School as a Business Development Center.

a. The Issues:

The Cantonment area needs more small businesses and retail shops in the community.

The Opportunities

The CRA will collaborate with the Pensacola Chamber of Commerce, the UWF Small Business Development Center, and the Escarosa Career Center to establish a Business Incubator for start-up firms. The CRA will work with Pensacola Chamber to complete the development of the Central Commerce Park off Hwy 29.



# DRAFT

b. The Issues:

Improve commercial Infrastructure to attract new businesses.

The Opportunities

The CRA will work closely with Emerald Coast Utilities Authority (ECUA) to address sewer lines in commercial areas, improve roads, and trash pick-up.



c. The Issues:

Cantonment needs a market where local farmers can sell their produce.

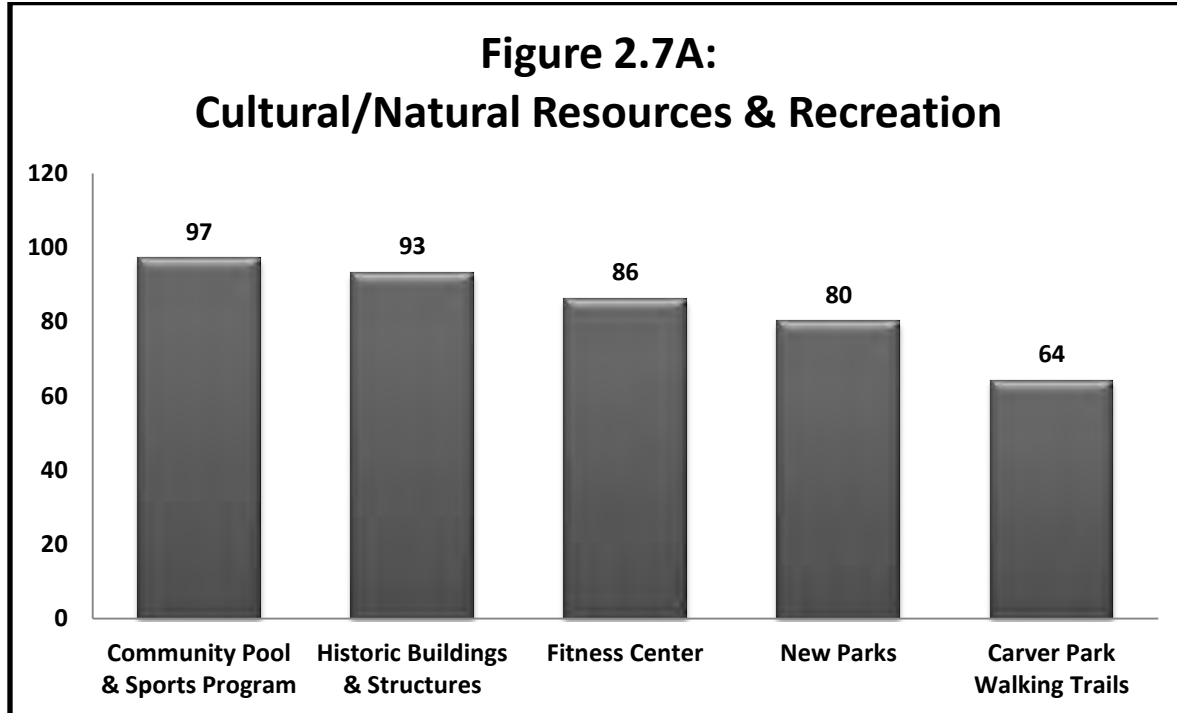
The Opportunities

The CRA will collaborate with the Chamber of Commerce and the University of West Florida Small Business Development Center to develop a local farmers market.



# DRAFT

## 2.7 CULTURAL/NATURAL RESOURCES AND RECREATION



Source: CRA Cantonment Community Prioritizing Survey Oct 2013

Figure 2.7A indicate the two highest priorities for the category of Cultural/Natural Resources & Recreation are: Community Pool and Sports Program and Historic Buildings & Structures. Community members noted that more organized sports programs and tapping into the resources of the communities historic structures were of high importance. A fitness center and new park and park improvements were also noted as community needs.

a. The Issues:

The Cantonment community needs recreational and team sports activities for children and adults and a community pool to promote healthy and active lifestyles.

The Opportunities

The CRA will work with the community and the Escambia County Parks and Recreation Department to evaluate a community pool and team sports programs at existing parks and/or community centers.

b. The Issues:

Historic buildings and structures in the Cantonment area have not been identified on the National Register Nominations for qualified sites and structures.

The Opportunities

The CRA will work with the Cantonment neighborhood to identify buildings or structures that may qualify as historic places such as Sidney Nelson Community



# DRAFT

Learning Center (formerly known as Old Ransom High School) and Greater First Baptist Church.

c. The Issues:

The Cantonment community does not have a fitness center to promote healthy and active lifestyles.

The Opportunities

The CRA will work with the community and the Escambia County Parks Department to incorporate space in a Community Center for fitness or build a fitness center.

d. The Issues:

The Cantonment community needs more parks with playgrounds to keep children from playing in the street.

The Opportunities

The CRA will work with the community and the Escambia County Parks Department to inventory parks in the community to determine new locations for additional parks.

e. The Issues:

The Cantonment community needs walking trails and exercise areas added to community parks.

The Opportunities

The CRA will work with the community and the Escambia County Parks Department to provide additional amenities such as walking trails and outside exercise equipment to the existing Carver Park and other parks.



# **DRAFT**

## **CHAPTER 3: PLAN IMPLEMENTATION**

### **3.1 RESOURCES FOR IMPLEMENTATION**

The CRA will be responsible for overseeing the implementation of this Redevelopment Plan. Implementation of this plan is multi-faceted and will be accomplished through the resources identified below.

#### **Neighborhood Organization/Corporation**

The Cantonment Improvement Committee will play a major role in the implementation of this plan, along with other neighborhood groups formed within this area. Representation from the diversity of neighborhoods will provide an ongoing forum for public input and encouragement of individual and group efforts to carry out the plan. CRA staff will focus on commercial issues and solutions as we progress forward with the plan.

#### **Other Staffing**

The CRA Manager will be responsible for overseeing the implementation of this Redevelopment Plan. Community and Environment Department/CRA staff, Planning and Engineering, Parks and Recreation, Solid Waste Management, Environmental Enforcement, various other County departments or divisions, and Neighborhood Enterprise Foundation, Inc. will play a key role in the implementation of this plan.

#### **Code Enforcement and Housing Rehabilitation**

As previously mentioned, the County's Environmental Code Enforcement Division will be an important element of this redevelopment program to systematically enforce all relevant codes, including those dealing with dilapidated structures, deteriorated housing, weeds and litter, zoning, signs, abandoned vehicles, etc. Yard debris and deferred home and building maintenance are among the most obvious and widespread problems in the Cantonment redevelopment area. The CRA will support the initiative of Clean and Green Program, monitoring sites, and supporting minimum housing standards codes.

#### **Housing Rehabilitation and Commercial Reinvestment Financing**

A variety of funding sources will continue to provide an array of mechanisms to assist in rehabilitation and reinvestment activities. This will include Community Development Block Grant funds, State housing assistance funds, and TIF resources. Of particular importance will be a housing rehabilitation loan pool with low interest rates geared to assist low and moderate-income homeowners in bringing their houses up to code. The CRA Division Manager will work with the Neighborhood Enterprise Foundation, Inc. to implement these programs.



# DRAFT

In addition to targeted bank financing, the principal commercial revitalization incentives will be:

- Brownfields financial assistance, loans, tax and other incentives
- Commercial Façade and Streetscape matching grants
- Community Enterprise Investments, Inc. low interest small business loans
- HUBZone (Historically Underutilized Business Zone) eligibility for preference in contracting with the federal government
- Public improvements including sidewalks, public parking, street resurfacing, streetscaping and beautification, expansion of sewer, etc.
- The CRA will seek designation as a State Enterprise Zone Area in order to utilize State incentives for this area.

## Housing Construction

Through its Neighborhood Restoration Program, the CRA will identify vacant residential parcels suitable for in-fill construction and work with property owners to remove barriers to selling, donating or developing the property so that more lots can become available to private developers and non-profits such as Habitat for Humanity, Community Equity Investments, Inc., and NEFI for building more affordable housing.

## Zoning

The CRA will work with the Planning and Zoning Department to review the Land Development Code for impediments to redevelopment and propose modifications as appropriate. No rezoning is recommended except in truly unique circumstances.

## Tax Increment Financing and TIF Area

The TIF area for Cantonment has been based on the legal description in the original redevelopment plan. As the TIF Trust Fund grows, the CRA will utilize its portion of the funds to implement the Cantonment Redevelopment Plan.

## Other Financing Tools

The following are the other principal funding mechanisms likely to be used in implementing this plan:

- **Community Development Block Grant (CDBG) Funds**  
Neighborhood Enterprise Foundation, Inc (NEFI) CDBG HUD Grant is one of the main funding sources used to fund project in the redevelopment areas. These funds also will be used for housing rehabilitation, capital improvements, possibly real estate acquisition, and assistance in site assessment, cleanup, and/or redevelopment of Brownfields (real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant).

# DRAFT

- **Florida Department of Transportation (FDOT)**  
FDOT funds include both the traditional highway construction budget and (although underfunded) the special “enhancement” funds that emphasize right-of-way improvements such as landscaping, sidewalks/bikeways and drainage. In both cases, the key is to have the project included in the long- range plan (Year 2020) and then on both the Metropolitan Planning Organization and FDOT five-year capital programs.
- **Local Option Sales Tax (LOST)**  
The voter-approved sales tax fund will continue to be used for park and other capital improvements. The County plans to continue pursuing local option sales tax to help fund major capital improvement projects in this area.
- **State and Federal Housing Programs**  
Several alternative programs including the State SHIP program and the Federal (HUD) HOME program will assist buyers and builders of in-fill affordable housing.
- **U.S Environmental Protection Agency UST fields Grant**  
The County’s Brownfields Pilot Program may use U.S. EPA funds to assist sites with underground storage tanks and other contamination.

## Property Acquisition, Controls and Disposition

There is no intent to acquire occupied structures, which in turn would necessitate relocation procedures. The plan calls for the acquisition of vacant land for housing construction or commercial development; the land may or may not be acquired by the County.

The CRA is authorized under F.S. 163, Part III to sell, lease, exchange, subdivide, transfer, assign, pledge encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. To the extent permitted by law, the Agency is authorized to dispose of real property by negotiated sale or lease. All real property acquired by the Agency in the Redevelopment Area shall be sold or leased for development for fair value in accordance with the uses permitted in the Plan and as required by the Act.

The Agency may reserve such powers and controls through disposition and development documents with purchasers or lessees of real property from the reasonable period of time and that such development is carried out pursuant to the Plan.

- **General**  
To provide adequate safeguards to ensure that the provisions of the Plan will be carried out and to prevent the recurrence of blight, all real property sold, leased, or conveyed by the Agency in the Redevelopment Area shall be subject to the development provisions of the Plan.

# DRAFT

- **Purchase and Development Documents**

The leases, deeds, contracts, agreements, and declarations of restrictions relative to any real property conveyed by the Agency may contain restrictions, covenants, covenants running with the land, conditions subsequent, equitable servitude, or such other provisions necessary to carry out the Plan.

- **Obligations to be Imposed on Developers**

All property in the Redevelopment Area is hereby subject to the restriction that there shall be no discrimination or segregation based upon race, religion, sex, age or national origin, in the sale, lease, sublease, transfer, use occupancy, tenure, or enjoyment of property in the Redevelopment Area.

## **Maintenance**

Funding for maintenance of all neighborhood improvement projects must be anticipated so that the benefits of original investments will not be lost.

## **3.2 SHORT-TERM WORK PLAN**

The Short-Term Work Plan (STWP) provides the road map of how the plan will be implemented in the next five years. The STWP identifies the objectives, supporting actions, fiscal years of implementation, responsible parties, estimated cost, and potential funding sources. The objectives are the issues identified by possible solutions coordinated with a list of responsible agencies need to implement the plan such as Community and Environment Department, Community Redevelopment Agency, Planning & Zoning Department, Engineering, Parks and Recreation Department, Solid Waste Management (SWM) Department, Environmental Code Enforcement Division, various other County departments/divisions, and Neighborhood Enterprise Foundation, Inc. A variety of funding sources will continue to provide an array of mechanisms to assist in rehabilitation and reinvestment activities. This will include funding from Community Development Block Grant funds, State housing assistance funds, and Tax Increment Financing fund (TIF), Local Option Sales Tax, State & Federal Housing Programs, and grants and other funding sources as available.

The STWP is designed to be a 'living document' that will be updated periodically as objectives are met or new information becomes available. Pages 37-42 below comprise the STWP.

CANTONMENT REDEVELOPMENT PLAN SHORT TERM WORK PROGRAM (STWP) FY 2014-2018

	Objective	Supporting Action	FY14	FY15	FY16	FY17	FY18	Responsible Party	Estimated Cost	Funding Source
<b>GOAL 1: HOUSING - To ensure access to adequate and affordable housing options for all residents in all income levels.</b>										
1.1	To repair and or rehabilitation homes for citizens.	Initiate Residential Rehabilitation Grants Programs.			X	X	X	NEFI/CRA/Public-Private Initiative/Beulah Landfill/Center for Independent Living	TBD	CDBG/TIF/LOST/Private Funds
1.2	To make affordable mortgages available to encourage homeownership.	Encourage public/private initiatives to built affordable homes.		X	X	X	X	Habitat for Humanity/First Time Homebuyers Assistance/NEFI/CEII	TBD	CDBG/TIF/LOST/Private Funds
1.3	To provide more affordable rental homes and apartments.	Encourage home and apartment owners to offer affordable rental rates.		X	X	X	X	Government Subsidized Apartments/Section 8	TBD	TBD
1.4	To build more senior citizen housing.	Develop senior living communities in partnership with other agencies & non-profit.			X	X	X	United Way/Public- Private Initiative/Council on Aging	TBD	TBD
<b>GOAL 2: COMMUNITY FACILITIES AND SERVICES - To ensure the provision of infrastructure, community facilities, and public services that support efficient growth and economic development.</b>										
2.1	To pursue the development of a general purpose Community Center to serve the community.	Convert the old Ransom School into a Community Center or build one.	X	X	X	X	X	ECSB/CRA/Community Affairs	TBD	CDBG/TIF/LOST/Private Funds
2.2	To pursue the development of a Job Training Center.	Utilize space in the old Ransom School to house an Escarosa Center satellite or build one.	X	X				ECSB/Escarosa Center/Pensacola State College/Chamber of Commerce	TBD	TBD
2.3	To pursue the development of a Public Library with the community.	Utilize space in the old Ransom School to house a Library or build one.	X	X				ECSB /Escambia County Libraries	TBD	TBD
2.4	To pursue the development of an Adult Education Center.	Utilize space in the old Ransom School to house an Adult Education Program.	X	X				ECSB/Escarosa Center/Pensacola State College/Community Action	TBD	TBD
2.5	To pursue the development of a center for tutoring children and young adults.	Utilize space in the old Ransom School for public tutoring or tutor students at home.	X	X				ECSB/Public - Private Initiative/Community Action/UWF/PSC	TBD	TBD

CANTONMENT REDEVELOPMENT PLAN SHORT TERM WORK PROGRAM (STWP) FY 2014-2018

	Objective	Supporting Action	FY14	FY15	FY16	FY17	FY18	Responsible Party	Estimated Cost	Funding Source
2.6	To pursue the development of a Senior Citizens Center.	Utilize space in the old Ransom School to house a Senior Center or build one.	X	X				ECSB/Parks & Rec./ Council on Aging	TBD	TBD
2.7	To pursue the development of a Recreation Center with a swimming pool.	Utilize space in the old Ransom School to house a Recreation Center with kids sports programs.	X	X				ECSB/Parks & Rec.	TBD	TBD
2.8	To pursue the development of a Housing Center.	Utilize space in the old Ransom School for a Housing Center or build one.	X	X				ECSB/NEFI/Habitat for Humanity/CRA	TBD	TBD
<b>GOAL: 3 HEALTH AND SAFETY - To utilize community resources to create a safe and healthy environment to improve the quality of life for all citizens.</b>										
3.1	To provide adequate street lights to help deter crime & make the streets safe.	Install street lights in the parks, on residential streets, and around businesses.		X	X	X	X	Escambia County Engineering, Gulf Power/CRA	TBD	TBD
3.2	To provide health care services in the local community.	Build a 24 hour medical treatment center.			X	X	X	Health Dept./Sacred Hearts, and West Florida Hospitals	TBD	TBD
3.3	To decrease the mosquito population and eliminate the spread diseases.	Maintain the control of mosquitoes at identified locations: Booker St. across from Bethel church, west side of Ward Temple church parking lot, Sheppard and Booker St. (short bridge), & Muscogee Rd. east side of farm hill water tower.	X	X				Mosquito Control/Code Enforcement	TBD	TBD
3.4	To ensure that vacant lots and abandoned houses are maintained to improve the aesthetic values of the community.	Encourage property owners to maintain their property, utilized Code Enforcement to investigate issues and initiate Community Clean Sweeps.			X	X	X	Homeowners/ Neighborhood Groups/ Code Enforcement/ Sheriffs Dept./NEFI/CRA	TBD	CDBG/TIF/LOST/ Private Funds



CANTONMENT REDEVELOPMENT PLAN SHORT TERM WORK PROGRAM (STWP) FY 2014-2018

	Objective	Supporting Action	FY14	FY15	FY16	FY17	FY18	Responsible Party	Estimated Cost	Funding Source
3.5	To establish and implement Community Policing.	Establish Neighborhood Watch Groups and provide police sub-station to increase safety and deter crime in the neighborhoods and parks.	X	X	X	X	X	Sheriffs Department/Neighborhood Groups/CRA/Parks & Rec.	TBD	CDBG/TIF/LOST/Private Funds
3.6	To educate community on disaster preparedness.	Provide Disaster Preparedness Workshops for community and identify shelters within the community.	X	X				Public Safety/Community Affairs	TBD	TBD
3.7	To ensure that drivers can safely enter the roadways.	Remove overgrown trees and bushes around electric lines right-of-way at the corner of Booker & Louis St and other areas.	X	X				Roads Department/Gulf Power/CRA	TBD	TBD
3.8	To reduce noise pollution or to reduce the impact of outdoor noise.	Encourage papermill to reduce noise pollution.	X	X				Code Enforcement	TBD	TBD
<b>GOAL 4: WORKFORCE AND JOBS - To provide a high-level, qualified community workforce that will sustain new business in the area.</b>										
4.1	To provide programs that promote positive workforce ethics, life skills, & professionalism.	Teach basic job skills, computer training, and provide job training opportunities by shadowing in companies.		X	X			EscaRosa Center/UWF/ Gulf Power/Escambia County/SSTI	TBD	TBD
4.2	To bring more businesses and jobs to the local area.	Develop a plan geared towards marketing Cantonment to regional & national high-wage employers.		X	X	X	X	Chamber of Commerce/EscaRosa Center	TBD	TBD
4.3	To provide an opportunity for second chance ex-convicts employment.	Establish collaboration between agencies to assist employing ex-convicts.		X	X			Pathway for Change/EscaRosa Center/SSTI	TBD	TBD

## CANTONMENT REDEVELOPMENT PLAN SHORT TERM WORK PROGRAM (STWP) FY 2014-2018

	Objective	Supporting Action	FY14	FY15	FY16	FY17	FY18	Responsible Party	Estimated Cost	Funding Source
4.4	To give parents an opportunity to work by providing available childcare.	Increase Voluntary Pre-Kindergarten and childcare programs.		X	X			Community Action Program/PSC	TBD	TBD
<b>GOAL 5: TRANSPORTATION AND INFRASTRUCTURE - To improve vehicular and pedestrian safety and enhance the community's overall quality of life.</b>										
5.1	To improve road conditions in neighborhoods.	Fix access and drainage issues, add curbs on streets and widen narrow streets.		X	X	X	X	Engineering Dept./Roads Dept./FDOT	TBD	TBD
5.2	To improve and maintain drainage ditches.	Repair and maintain drainage ditches.	X	X	X	X	X	Traffic Dept./Engineering Dept./Roads Dept.	TBD	TBD
5.3	To ensure that roads are in good driving conditions and traffic is circulating safely.	Repair road damage on 95A and Muscogee Rd cause by logging trucks.			X	X	X	Traffic Dept./Engineering Dept./Roads Dept.	TBD	TBD
5.4	To ensure that sidewalks and bikepaths are integrated into the community.	Add sidewalks and bikepaths throughout the community for kids & adult safety.			X	X	X	Traffic Dept./Engineering Dept./Roads Dept./Bike & Pedestrian Advisory Committee (BPAC)/Safe Routes to School (SRTS)	TBD	TBD
5.5	To develop local roadway plan for private roads & easements.	Consider making private roads into paved county roads.		X	X	X	X	Traffic Dept./Engineering Dept./Roads Dept.	TBD	TBD
5.6	To ensure safe circulation of traffic throughout the community.	Install speed bumps to decrease the vehicular speed on identified streets: Washington, Booker, and Louis Streets.	X	X	X			Traffic Dept./Engineering Dept./Sheriff Dept.	TBD	TBD
5.7	To provide efficient bus transportation to citizens.	Increase the number of bus stops with shelters and increase the pick-up times.	X	X	X	X	X	ECAT/CRA/Traffic Dept.	TBD	CDBG/TIF/LOST/Private Funds



CANTONMENT REDEVELOPMENT PLAN SHORT TERM WORK PROGRAM (STWP) FY 2014-2018

	Objective	Supporting Action	FY14	FY15	FY16	FY17	FY18	Responsible Party	Estimated Cost	Funding Source
5.8	To improve the aesthetic value along railroad tracks.	Coordinate a clean & green event to clean up trash along railroad tracks and encourage owners to maintain it.		X	X	X	X	Neighborhood Groups / Railroad Company/CRA/Clean & Green	TBD	CDBG/TIF/LOST/Private Funds
<b>GOAL 6: BUSINESS GENERATION - To attract new businesses, encourage entrepreneurial &amp; small business development to increase the local economy.</b>										
6.1	To attract small businesses and retail shops in the community.	Establish a Business Dev. Center with a Business Incubator for business start-ups. Complete the development of the Central Commerce Park on Hwy 29.			X	X	X	UWF SBDC/Chamber of Commerce/EscaRosa Center/CRA	TBD	CDBG/TIF/LOST/Private Funds
6.2	To improve commercial Infrastructure to attract new businesses.	Add sewer lines in commercial areas, improve roads and trash pick up.		X	X	X	X	Escambia County Engineering/Roads Dept./Traffic Dept./CRA/ECUA	TBD	CDBG/TIF/LOST/Private Funds
6.3	To provide a market where local farmers can sell their produce.	Create a local farmers market.		X	X	X	X	UWF SBDC/Chamber of Commerce/EscaRosa Center/CRA/ECES	TBD	CDBG/TIF/LOST/Private Funds
<b>GOAL 7: CULTURAL / NATURAL RESOURCES AND RECREATION - To protect our natural and cultural resources for current and future generations.</b>										
7.1	To provide recreational and team sports activities to promote healthy and active lifestyles.	Build community pool and add team sports programs at existing parks.		X	X	X		Parks & Rec./CRA	TBD	CDBG/TIF/LOST/Private Funds
7.2	To promote use of National Register Nominations for qualified sites and structures.	Identify buildings or structures that may qualify as historic places. Ransom High School and Greater 1st Baptist Church identified.	X	X	X			CRA/NEFI	TBD	CDBG/TIF/LOST/Private Funds
7.3	To develop a fitness center to promote healthy and active lifestyles.	Utilize space in a Community Center or build a fitness center.			X	X	X	Public - Private Initiative/Parks & Rec./ECSB	TBD	TBD

## CANTONMENT REDEVELOPMENT PLAN SHORT TERM WORK PROGRAM (STWP) FY 2014-2018

	Objective	Supporting Action	FY14	FY15	FY16	FY17	FY18	Responsible Party	Estimated Cost	Funding Source
7.4	Need parks for kids to play, not in the streets	Inventory parks in community to determine new locations for additional parks.	X	X	X			Parks & Rec. / NEFI	TBD	TBD
7.5	To provide a walking trails and exercise areas to community parks.	Add walking trails & exercise areas to community parks. Carver Park identified.	X	X	X			Parks & Rec. /NEFI	TBD	TBD

### LEGEND

**CDBG** - Community Development Block Grant  
**CRA** - Community Redevelopment Agency  
**ECSB** -Escambia County School Board  
**ECES** - Escambia County Extension Services  
**ECUA** - Emerald Coast Utilities Authority  
**FDOT** - Florida Department of Transportation  
**CEII** - Community Enterprise Investments, Inc.

**LOST**-Local Option Sales Tax  
**NEFI**-Neighborhood Enterprise Foundation, Inc.  
**PSC** - Pensacola State College  
**SBDC** - Small Business Development Center  
**SSTI** - Soft Skills Training Institute  
**TDB** - To be Determined  
**TIF**- Tax Increment Financing  
**UWF** -University of West Florida

# DRAFT

## CHAPTER 4: CAPITAL IMPROVEMENT PROGRAM

The following is a list of public facility improvements together with preliminary cost estimates. Timetables will be determined in part by availability of tax increment financing (TIF) and other funding sources. The following is a five to ten year capital improvement program list.

<b><u>Project</u></b>	<b><u>Fiscal Year</u></b>	<b><u>Funding Source</u></b>	<b><u>Cost</u></b>
<b>Community Center</b>			
• Cantonment Multi-purpose Center (Job Training, Library, Senior Citizen, Housing & Community Center)	TBD	CDBG, TIF, LOST	TBD
<b>Parks</b>			
• Additional Amenities at the Existing Carver Park	2013-2015	TBD	TBD
• New Park	2014-2019	TBD	TBD
○ Community Pool & Fitness Center			
<b>Property Acquisition</b>			
• Retail Center and/or In-fill housing	2014-2019	LOST, CDBG Brownfields	TBD
<b>Road Improvements</b>			
• Muscogee Rd. Widening and Drainage	2013-2017	LOST	\$13,000,000
• Well Line Road Extension	2013-2016	LOST	\$4,000,000
• Pave Dirt Roads (Entire Cantonment redevelopment area)	2014-2019	TBD	TBD
• Asphalt Road Resurfacing	TBD	TBD	TBD
• Traffic Calming Measures	TBD	TBD	TBD
<b>Residential Street Lights</b>			
• Cantonment Redevelopment Area	TBD	CDBG, TIF	TBD
<b>Sewer Extension:</b>			
• Cantonment Redevelopment Area	TBD	LOST/CDBG/ECUA	TBD

# DRAFT

## Sidewalks:

- |                         |     |            |     |
|-------------------------|-----|------------|-----|
| • Sidewalks & Bike Path | TBD | CDBG, LOST | TBD |
|-------------------------|-----|------------|-----|

## Storm Water Drainage

- |                    |           |      |           |
|--------------------|-----------|------|-----------|
| • Carver Park Area | 2013-2016 | LOST | \$189,000 |
|--------------------|-----------|------|-----------|

## Streetscape Design and Beautification

- |                          |     |            |     |
|--------------------------|-----|------------|-----|
| • Muscogee Road & Hwy 29 | TBD | FDOT, LOST | TBD |
|--------------------------|-----|------------|-----|

## Business Development Center

- |                            |     |     |     |
|----------------------------|-----|-----|-----|
| • Small Business Incubator | TBD | TBD | TBD |
| • Farmer's Market          | TBD | TBD | TBD |

## Legend:

CDBG - Community Development Block Grant

ECUA – Emerald Coast Utilities Authority

FDOT - Florida Department of Transportation

LOST - County Local Option Sales Tax

TBD – To be determined

TIF - Tax Increment Financing



# DRAFT

## CHAPTER 5: NEIGHBORHOOD IMPACT ANALYSIS

Chapter 163.362(3) F.S. requires that the plan include a neighborhood impact element that describes the plan's impact on the subject matter listed below.

### **Relocation:**

The plan as proposed does not require the relocation of any of the low/moderate, very low-income residents of the redevelopment area. It is possible, however, that a few families may decide to move based on the provision of better housing or the inconvenience of extensive rehabilitation.

### **Traffic Circulation:**

There is no portion of the plan that will significantly increase neighborhood traffic.

Muscogee Road, a primary route through the CRA will be improved. This project consists of widening the existing roadway to 12-foot travel lanes and adding 5-foot paved shoulders, beefing up the road base and asphalt traveling surface. Drainage improvements between US 29 and Perdido River will also be considered. Existing side street interchanges will be improved and some will be re-aligned for safety improvements. This project will enhance traffic circulation through the CRA.

Well Line Road will also be improved. This project is a part of the sector plan and is one of the roadways that are included in the MOU between Escambia County and the development group behind the sector plan. The project includes two different areas:

Well Line Road from Highway 29 west to the intersection of Well Line Road and Madrid Road. This improvement includes the entire section of Well Line Road that is within the CRA district. The scope of work along this section will include miscellaneous drainage improvements, as well as numerous safety upgrades including lane widening, the addition of paved shoulders, and re-alignment at a couple of intersections.

The new extension of Well Line Road is planned west of the CRA district and will intersect the existing road just east of Madrid Road and continue west to Jacks Branch Road. This is approximately 2 miles of new roadway that will open up over 800 acres of new property for future development west of the CRA district. The cross section for this proposed roadway consists of 12-foot travel lanes and 5-foot paved shoulders.

The CRA will work with the county Engineering Department and others to advocate the inclusion of sidewalks and bike paths in all road improvement projects

### **Environmental Quality:**

The plan proposes improvements to drainage in order to alleviate mosquito problems. Implementing the plan will improve environmental quality of the Cantonment CRA.



# DRAFT

## **Community Facilities and Services:**

The plan offers a strategy to establish a community center in the area that will be used to provide facilities and programs for the area elderly, youth, and adults. Redevelopment strategies presented in the plan allow for the continued installation of sidewalks, sewer service, and streetlights throughout the area.

## **School Population:**

There is no portion of the plan that will have an impact on area school population. However, it is possible that the population of the area may increase as the Cantonment Redevelopment Area improves with the implementation of the plan. This impact on the school population is currently unknown.

## **Physical and Social Quality of the Neighborhood:**

Proposed continued infrastructure improvements (street lighting, sidewalks, street repaving, sewer expansion, etc.) combined with continued code enforcement actions and the implementation of the Clean Sweep and Community Policing programs will have a positive impact on the area housing conditions and the area's overall appearance. Establishing a community center to provide job training and job creation opportunities targeted to area residents will create opportunities for improved household incomes resulting in a long-term positive impact to the area.



**Before and After  
Photo**

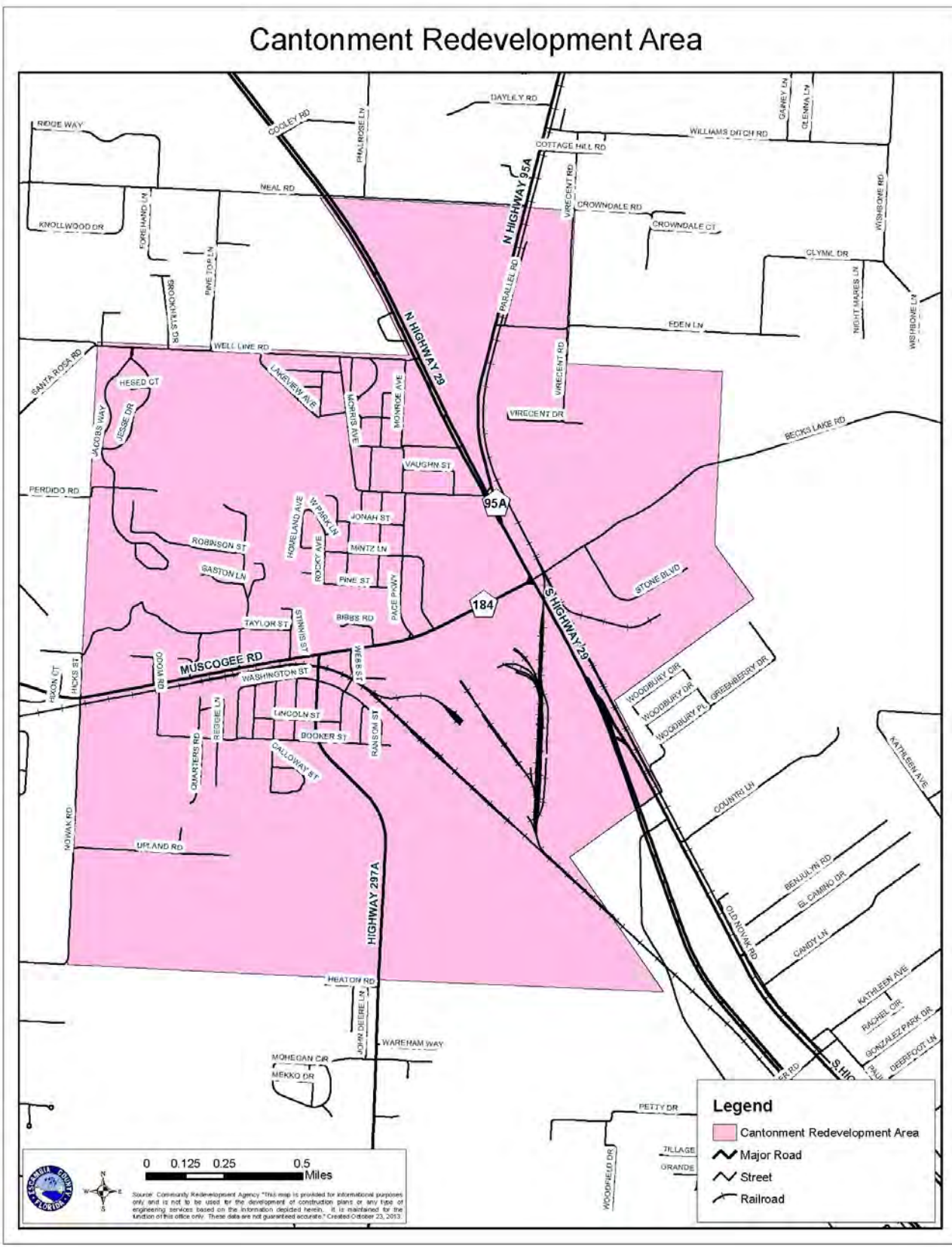
**Code Enforcement  
Demo Program**



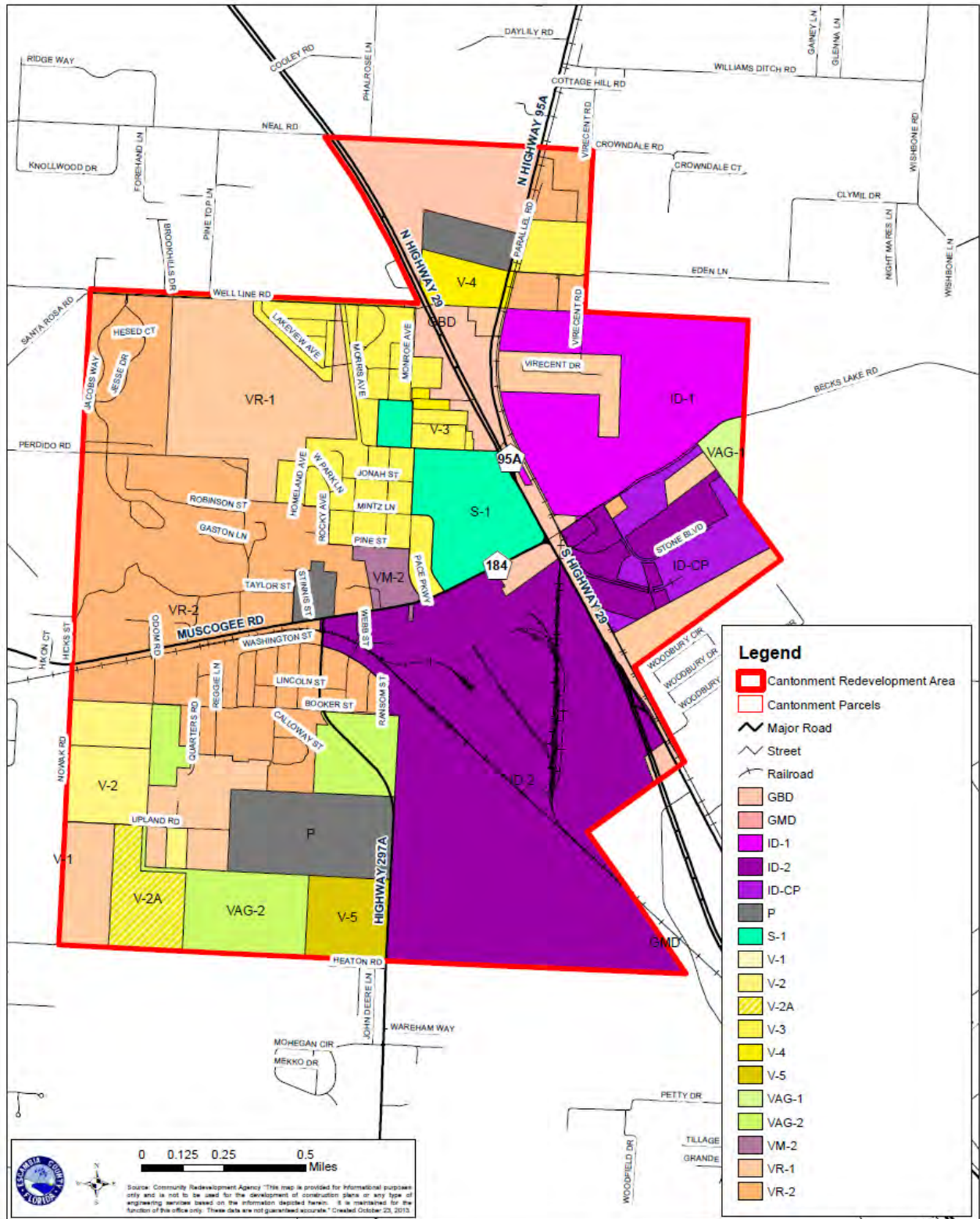
**DRAFT**

# **MAPS**



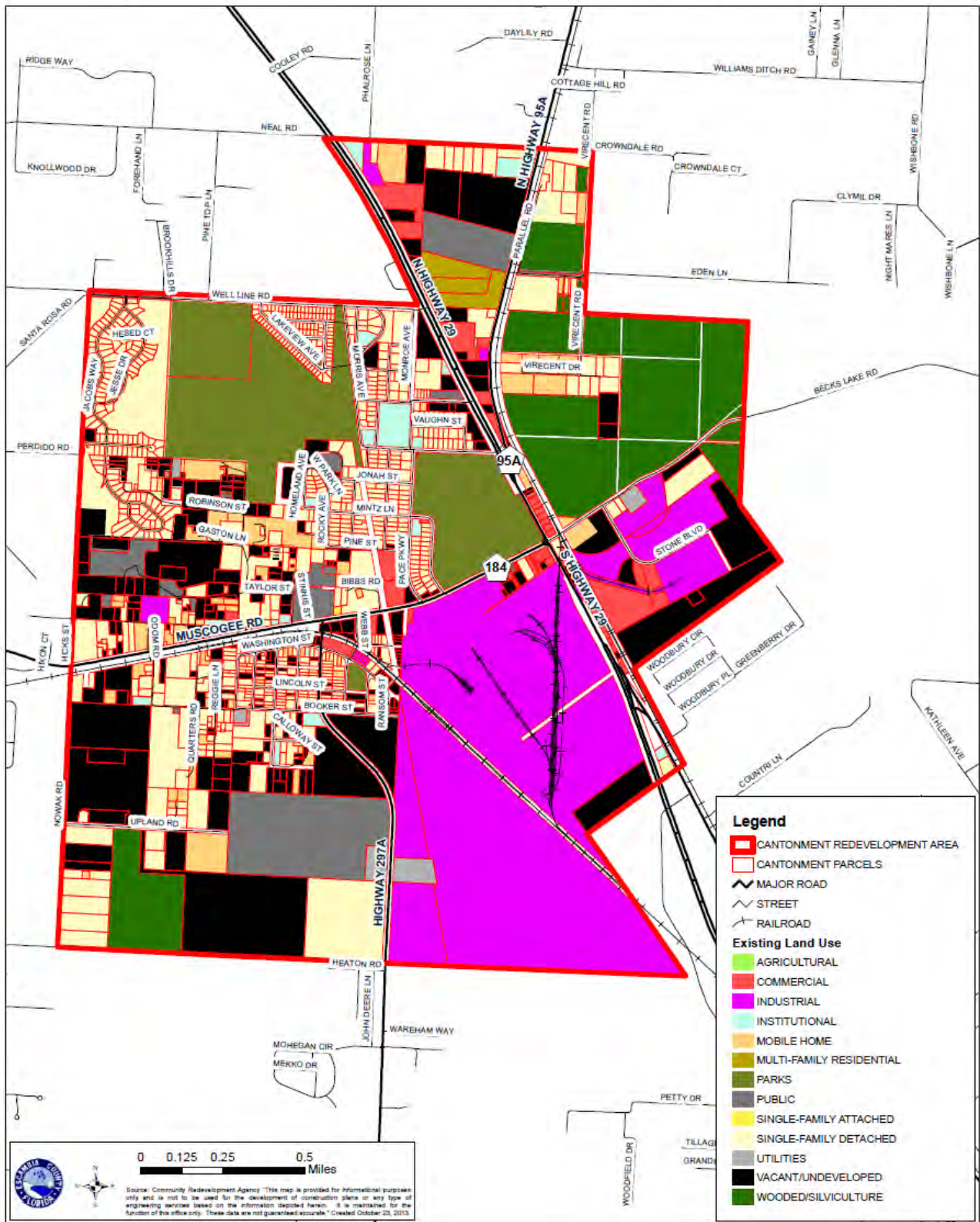


# Cantonment Redevelopment Area - Zoning

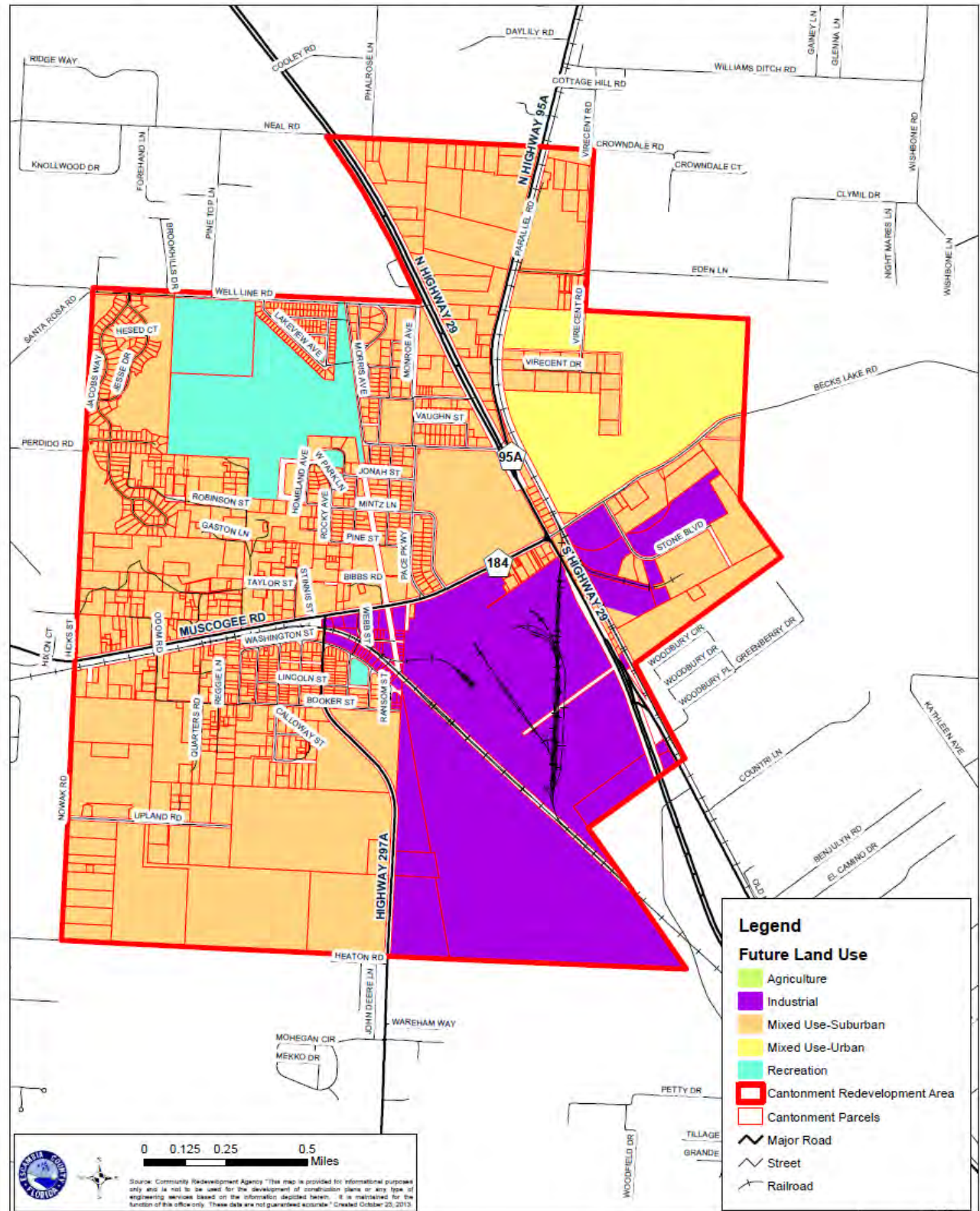




# Cantonment Redevelopment Area - Existing Land Use

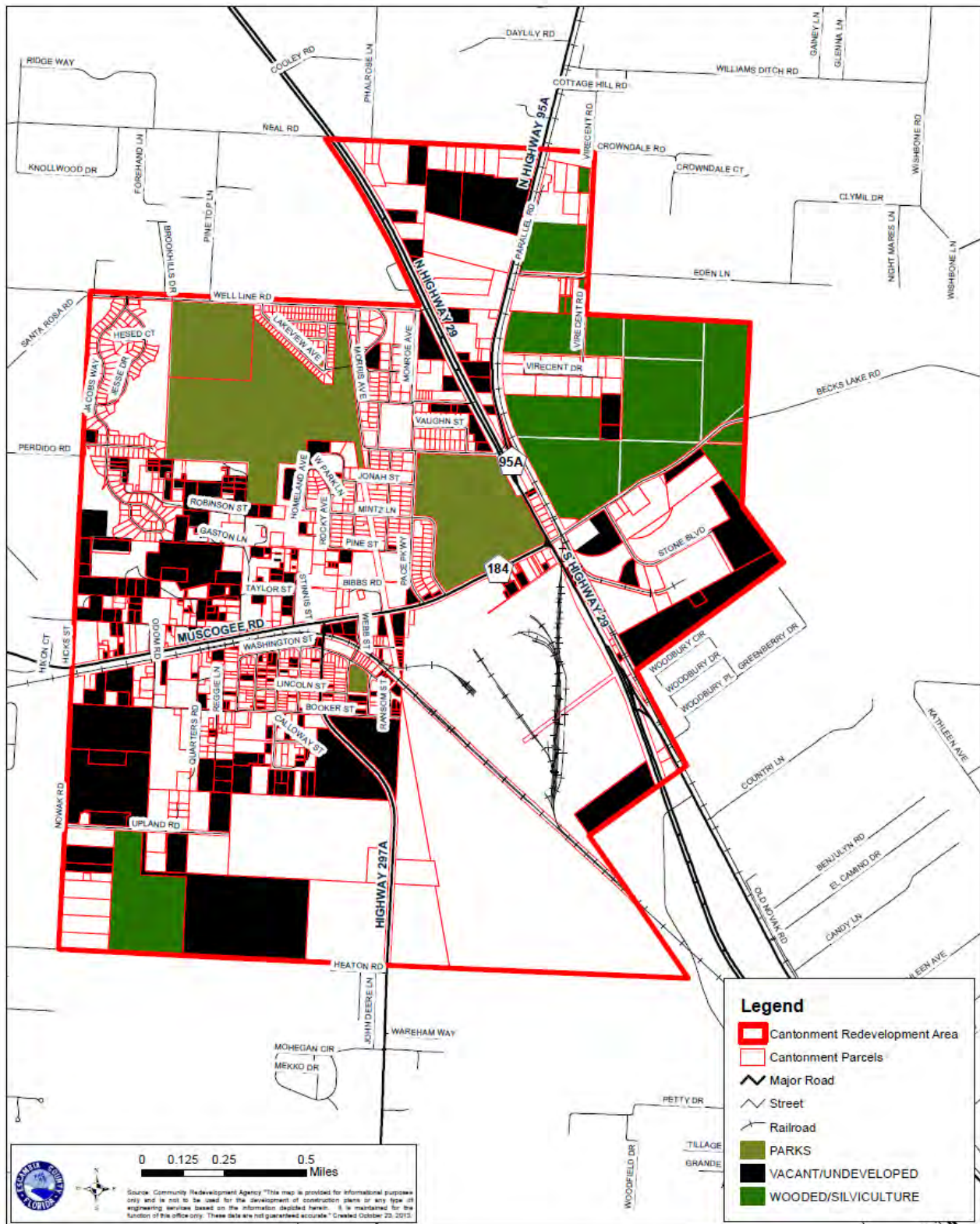


# Cantonment Redevelopment Area - Future Land Use





# Cantonment Redevelopment Area - Parks/ Recreation & Vacant





**DRAFT**

# **APPENDICES**



# DRAFT

## APPENDIX A: RESOLUTION

Escambia County  
Clerk's Original  
11/18/2010 5:32 pm PH

2010-001301 BCC  
Nov. 18, 2010 Page 1

### RESOLUTION NUMBER R2010-204

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, PURSUANT TO PART III, CHAPTER 163, FLORIDA STATUTES, RELATING TO COMMUNITY REDEVELOPMENT: FINDING THAT THERE IS A BLIGHTED AREA WITHIN ESCAMBIA COUNTY, FLORIDA, AND A SHORTAGE OF AFFORDABLE HOUSING FOR LOW AND MODERATE INCOME HOUSEHOLDS, SPECIFICALLY WITHIN THE CANTONMENT COMMUNITY; FINDING THAT REHABILITATION CONSERVATION, REDEVELOPMENT, OR A COMBINATION OF THESE IN THE CANTONMENT COMMUNITY IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, MORALS AND WELFARE OF THE RESIDENTS OF ESCAMBIA COUNTY; FINDING THAT THERE IS A NEED TO DESIGNATE CANTONMENT AS A REDEVELOPMENT AREA; AND PROVIDING FOR AN EFFECTIVE DATE.

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

**Section 1. Authority.** This resolution is adopted pursuant to the provisions of Part III, Chapter 163, Florida Statutes, known as the "Community Redevelopment Act of 1969."

**Section 2. Definitions.** The definition of the terms as provided in Section 163.340, Florida Statutes, are hereby adopted by reference whenever used or referred to in the Resolution. In addition, the term, "Proposed Cantonment Redevelopment Area" when used in this Resolution means the area within the boundaries of Escambia County, Florida, as outlined in the map and legal description attached hereto and incorporated herein as Exhibit A.

**Section 3. Findings and Determinations.** The Board of County Commissioners of Escambia County, Florida finds and determines as follows:

- a) The Board of County Commissioners finds that the area referred to as the "Proposed Cantonment Redevelopment Area" is a slum or blighted area which substantially impairs the sound growth of the County, and is a threat to the public health, safety, morals, and welfare of the residents of the County, and that the existence of blight further creates an economic and social liability by hindering development, discouraging private investment, reducing employment opportunities, retarding the construction and improvement of housing accommodations, causing an excessive proportion of expenditures for crime prevention and other forms of

# DRAFT

2010-001301 BCC  
Nov. 18, 2010 Page 2

public services, and depressing the tax base.

b) The Board of County Commissioners finds that a combination of rehabilitation, conservation and redevelopment of the area identified as the Proposed Cantonment Redevelopment Area is necessary in the interest of the public health, safety, morals and welfare of the residents of the County in order to eliminate, remedy and prevent conditions of slum and blight.

c) The Board of County Commissioners finds and determines that there exists a need for the Community Redevelopment Agency created pursuant to Part I, Article VI, Section 78.151 of the Escambia County Code of Ordinances, to carry out redevelopment purposes pursuant to Part III, Chapter 163, Florida Statutes, in the Proposed Cantonment Redevelopment Area.

d) The Board of County Commissioners finds and determines that the area described in Exhibit A and entitled Proposed Cantonment Redevelopment Area is appropriate for redevelopment projects and is hereby designated a Community Redevelopment Area.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted this 18th day of November, 2010.

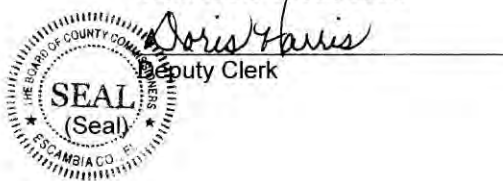
## BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA



Kevin W. White, Chairman  
Date Executed

11/18/2010

Attest: Ernie Lee Magaha  
Clerk of the Circuit Court



This document approved as to form  
and legal sufficiency.

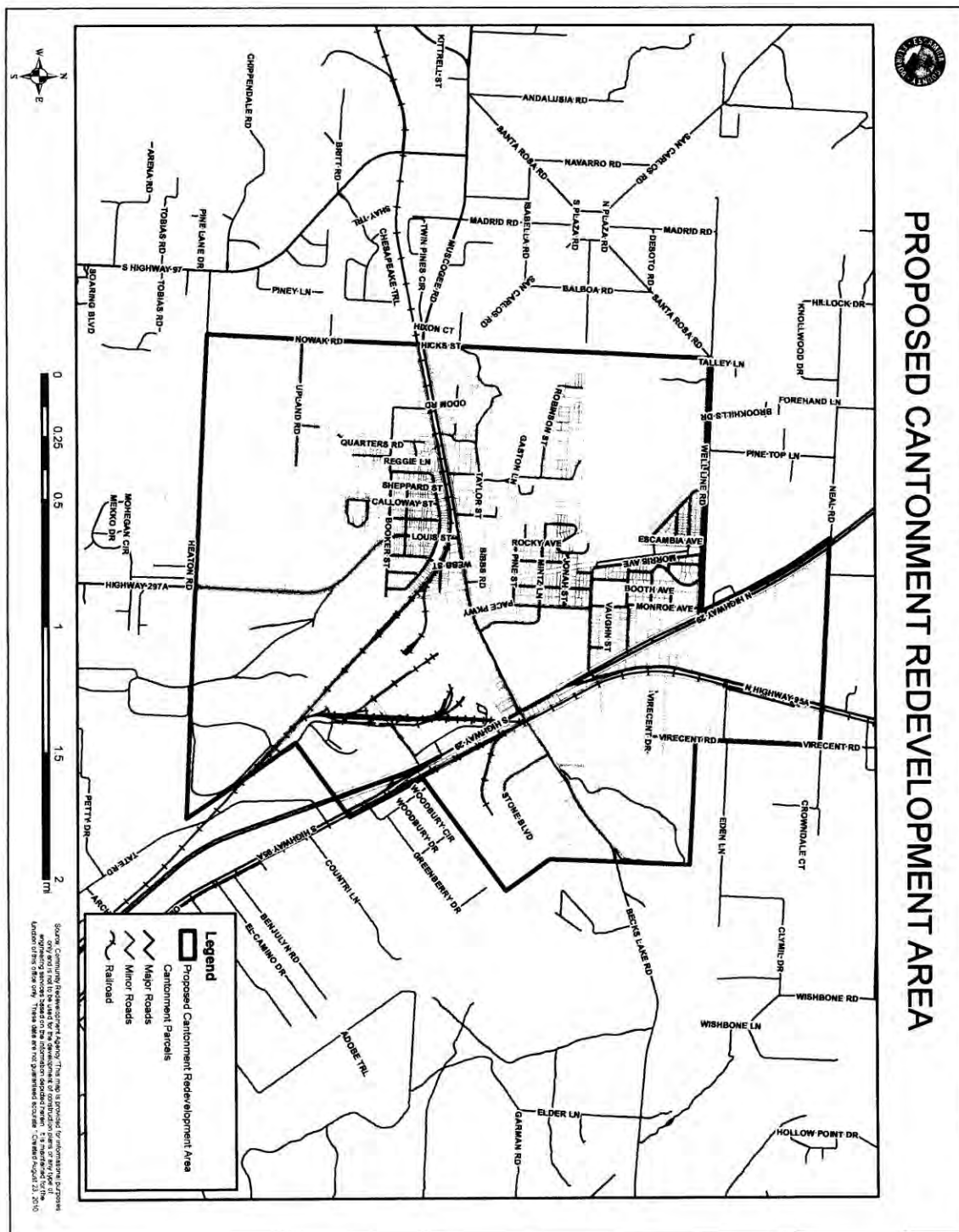
By: 

Title: HCH

Date: 8/20/10

# PROPOSED CANTONMENT REDEVELOPMENT AREA

Exhibit A



# DRAFT

2010-001301 BCC  
Nov. 18, 2010 Page 4

## Exhibit A

Description  
Cantonment Community Redevelopment Area (CRA)  
August 5, 2010

This description is intended solely for the purpose of identifying the Cantonment Community Redevelopment Area referenced in this ordinance and is not intended to be used when conveying or otherwise defining interests in real property.

Begin at the Northwest Corner of Section 10, Township 1 North, Range 31 West, Escambia County, Florida, thence Easterly along the North line of Section 10 to the intersection of said North line and the Westerly right-of-way line of U. S. Highway 29 (200' R/W); thence Northwesterly along said Westerly right-of-way line of U. S. Highway 29 (200' R/W) to the intersection of said Westerly right-of-way line and the extension West of the South right-of-way line of Neal Road (66' R/W); thence Easterly along the South right-of-way line of Neal Road (66' R/W) to the intersection of the Easterly extension of said South right-of-way line and the East right-of-way line of Virecent Road (R/W varies); thence Southerly along East right-of-way line of Virecent Road to the intersection of said East right-of-way line and the North Line Section 11, Township 1 North, Range 31 West; thence Easterly along the North line of Section 11 to the Northeast corner of Section 11, Township 1 North, Range 31 West; thence Southerly along the East line of Section 11 to the intersection of said East line of Section 11 and the Easterly line of Section 14, Township 1 North, Range 31 West; thence Southeasterly along said Easterly line of Section 14 to the Southeast corner of a parcel of land recorded in Official Records Book 4191 at page 1488 of the public records of Escambia County, Florida, (Property Reference No. 14-1N-31-1001-000-004); thence Southwesterly along the South line of said Parcel to the East right-of-way line of CSX Railroad; thence Southeasterly along East right-of-way line of CSX Railroad to the South line of Lot 3, Section 14, Township 1 North, Range 31 West as recorded in Deed Book "N" at page 37; thence Southwesterly along South line of Lot 3 to the East line of Section 15, Township 1 North, Range 31 West; thence Southeasterly to the Southeast corner of Section 15, Township 1 North, Range 31 West; thence Westerly along the South line of Section 15, Township 1 North, Range 31 West and Section 16, Township 1 North, Range 31 West to the Southwest corner of Section 16, Township 1 North, Range 31 West; thence Northerly along the West line of Section 16, Township 1 North, Range 31 West and Section 10, Township 1 North, Range 31 West to the Northwest corner of Section 10, Township 1 North, Range 31 West and the Point of Beginning.

# DRAFT

2010-001301 BCC  
Nov. 18, 2010 Page 5

## Findings of Necessity Proposed Cantonment Redevelopment Area

### Introduction

As directed by the Board of County Commissioners 27, 2010 Committee of the Whole, Escambia County Community Redevelopment Agency (CRA), Community & Environment Bureau, prepared this report to support the proposed creation of a Cantonment redevelopment area. A map depicting the proposed redevelopment area and boundary description for the proposed area are presented as Exhibit A. Data obtained from UWF Haas Center for Business Research using 2000 U.S. Bureau of Census Population and Housing with 2009 forecasts and field surveys were used to formulate these findings. The following data and analysis support the legislative finding that conditions in the proposed redevelopment area meet the criteria of slum or blight as described in Florida Statute 163.340(7) or (8).

### Findings

A "blighted area" is an area experiencing economic distress, endangerment to life or property due to the presence of a large number of deteriorated structures. The proposed area exhibits conditions of blight as defined in Florida Statute to include the following:

Finding 1: Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities:

The proposed redevelopment area lacks public infrastructure to include adequate street layout, paved roads, stormwater management systems, and sanitary sewer service. Inadequate street layout and lack of paved roads limits accessibility to property located north of Muscogee Road and appears to have contributed to faulty lot layouts, accessibility, and usefulness of the property. While some of the area is served by sanitary sewer, the majority of the proposed area to the north of Muscogee Road and east of Highway 29 is not served by a public sewer system which hinders reinvestment and redevelopment opportunities. The faulty lot layouts, lack of accessibility or usefulness of property, and marginal sewer service in the proposed redevelopment area supports the need for redevelopment.

Finding 2: Deterioration of site or other improvements:

Based upon windshield surveys conducted during 2010, there is a predominance of deteriorated or dilapidated housing in the proposed area. Single family residents were scored based upon a point system ranging from 1, Excellent Condition to 5, Dilapidated

# DRAFT

2010-001301 BCC  
Nov. 18, 2010 Page 6

Condition. The housing conditions windshield survey results found 96% of the single family houses in the area fall in the categories of fair, poor, or dilapidated condition which means they require some form of repair or rehabilitation, show signs of structural damage, or need of demolition. The majority of houses, 87%, were found to be in fair condition. These houses show need for repair or rehabilitation as indicated by curling shingles and lack of energy related improvements. The majority (51.8%) of the houses in the proposed area were constructed prior to 1969. Due to the age of the majority of the structures in the proposed area, it would make sense that the houses are in need of updates to include energy related improvements. Over three quarters (79.8%) of the owner occupied housing in the area is valued at less than the County median housing value of \$117,527 with more than half (50.7%) valued at less than \$50,000. Overall housing conditions and values support the need for redevelopment in the area.

The average median household income in the area is \$28,921 which is over \$16,000 less than the County median income of \$45,484. Approximately 60% (59.6%) of the households located within the proposed redevelopment area reported an income of less than the County median income while only 38% of the residents in the County as a whole reported income below the median value.

## Summary

Based upon the findings presented, the proposed redevelopment area exhibits conditions of slum or blight as defined by Florida Statutes. The proposed area would benefit from redevelopment programs and projects. A combination of rehabilitation, conservation, and redevelopment of the proposed area will support the elimination, prevention, and remedy of the conditions of slum and blight.

# DRAFT

2010-001301 BCC  
Nov. 18, 2010 Page 7



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-67

Item #: 9.

### BCC Regular Meeting

Date: 11/18/2010

Issue: 5:32 p.m. Public Hearing – Adopt a Resolution Creating the Cantonment Redevelopment Area

From: Sandra Prince Jennings, P.E., Bureau Chief

Organization: Comm & Env Neigh Redevelopment

CAO Approval: *Charles R. Oliver*

### RECOMMENDATION:

Recommendation: That the Board, at the 5:32 p.m. Public Hearing, take the following action concerning a Resolution creating the Cantonment Redevelopment Area (Funding Source: CRA Administration, Fund 151, Cost Center 220523, Object Code 54901):

A. Adopt the Resolution of Escambia County, Florida, relating to Community Redevelopment; finding that there is a blighted area within Escambia County, Florida, and a shortage of affordable housing for low and moderate income households, specifically within the Cantonment community; finding that rehabilitation conservation, redevelopment, or a combination of these in the Cantonment Community is necessary in the interest of the public health, safety, morals and welfare of the residents of Escambia County; finding that there is a need to designate Cantonment as a redevelopment area; and providing for an effective date; and

B. Authorize the Chairman execute the Resolution.

### BACKGROUND:

On May 27, 2010, Committee of the Whole, the CRA, a Division of the Community & Environment Bureau (CEB), was directed to conduct the necessary research and analysis to support findings that would determine whether areas located within the Cantonment community would meet the statutory criteria to be designated as a redevelopment area. The CRA has completed the "Findings of Necessity", and a copy is attached.

On November 18, 2010, at 4:20 p.m., a CRA meeting was convened to recommend to the Board the adoption of a Resolution creating the Cantonment Redevelopment Area. A Map of the proposed Area and the Findings of Necessity are attached.

### BUDGETARY IMPACT:

BCC 5:32 PH



# DRAFT

~~2010-001301~~ BCC  
Nov. 18, 2010 Page 8

Funding for the newspaper advertising was provided through the CRA Administration, Fund 151, Cost Center 220523, Object Code 54901. After the Redevelopment Plan is adopted by the Board, a Tax Increment Financing (TIF) Ordinance will be created to fund proposed improvements in the designated area.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed the Resolution as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Scheduling a Public Hearing for the proposed redevelopment area designation is in compliance with the Board guidelines and procedures.

**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

Resolution Finding of Necessity Legal Description Map

BCC 5:32 PH

# DRAFT

## APPENDIX B: REDEVELOPMENT TRUST FUND ORDINANCE

### ORDINANCE 2013-\_\_\_\_\_

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA RELATING TO THE ESTABLISHMENT AND FUNDING FOR A REDEVELOPMENT TRUST FUND PURSUANT TO SECTION 163.387, FLORIDA STATUTES FOR CANTONMENT REDEVELOPMENT DISTRICT PROJECTS; PROVIDING FOR SHORT TITLE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR ESTABLISHMENT OR REDEVELOPMENT TRUST FUND; PROVIDING FOR FUNDING OF REDEVELOPMENT TRUST FUND; PROVIDING FOR DISPOSITION OF MONIES UPON EXPIRATION OF THE FISCAL YEAR; PROVIDING FOR INDEPENDENT AUDIT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, it is the intent of the Board of County Commissioners to promote, protect, and improve the health, safety, and welfare of the citizens of Escambia County;

**WHEREAS**, on March 7, 1995, the Board of County Commissioners by Resolution determined there existed the need for a Community Redevelopment Agency in Escambia County to carry out the community redevelopment purposes set out in Part III of Chapter 163, Florida Statutes, “The Community Redevelopment Act of 1969”; and

**WHEREAS**, on November 18, 2010, the Board of County Commissioners adopted the Cantonment Resolution of Findings (R2010-204) of slum and blight and a shortage of affordable housing for low and moderate income households in the Cantonment community; and

**WHEREAS**, the Board of County Commissioners hereby finds that a Redevelopment Trust Fund for the Cantonment Redevelopment Area, as provided in this Ordinance, is now necessitated to ensure the Community Redevelopment Act.

# DRAFT

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

Section 1. Chapter 46, Article VI, Section 46-290 of the Code of Ordinances of Escambia County, Florida is hereby amended to read as follows:

### Sec. 46-290. **The Cantonment Redevelopment Trust Fund Ordinance.**

**(1) Title.** This section shall be known as the “The Cantonment Redevelopment Trust Fund Ordinance”, and may be cited as such, and will be referred to herein as “this section”.

#### **(2) Legislative Findings:**

- a. On March 7, 1995, September 4, 1997, and September 19, 2002, the Board of County Commissioners of Escambia County (hereinafter called the "Board") adopted resolutions by which it found and declared that five blighted areas existed in Escambia County; that the rehabilitation, conservation or redevelopment, or a combination thereof, of said blighted areas were necessary in the interest of the public health, safety, morals and welfare of the residents of Escambia County to eliminate, remedy and prevent conditions of slums and blights; that said blighted areas were appropriate for community redevelopment projects; and that there existed the need for a Community Redevelopment Agency to function in Escambia County to carry out the community redevelopment purposes pursuant to part III of Ch. 163, Florida Statutes, "The Community

# DRAFT

Redevelopment Act of 1969" or (hereinafter called "the Act"), as amended.

These resolutions designated the blighted areas as community redevelopment areas.

- b. On March 7, 1995, the Board adopted Ordinance No. 95-6 by which it declared its membership to comprise the Community Redevelopment Agency of Escambia County and vested in such agency all rights, powers, duties, privileges and immunities authorized by the Act.
- c. On January 2014, the Board will adopt the Cantonment Redevelopment Plan which, among other things adopted a plan, subject to modification from time to time as appropriate, for community redevelopment projects conducted by the Community Redevelopment Agency. The boundaries of the area are described as follows:

Begin at the Northwest Corner of Section 10, Township 1 North, Range 31 West, Escambia County, Florida, thence Easterly along the North line of Section 10 to the intersection of said North line and the Westerly right-of-way line of U. S. Highway 29 (200' R/W); thence Northwesterly along said Westerly right-of-way line of U. S. Highway 29 (200' R/W) to the intersection of said Westerly right-of-way line and the extension West of the South right-of-way line of Neal Road (66' R/W); thence Easterly along the South right-of-way line of Neal Road (66' R/W) to the intersection of the Easterly extension of said South right-of-way line and the East right-of-way line of Virecent Road (R/W varies); thence Southerly along East right-of-way line of Virecent Road to the intersection of said East right-of-way line and the North Line Section 11, Township 1 North, Range 31 West; thence Easterly along the North line of Section 11 to the Northeast corner of Section 11, Township 1 North, Range 31 West; thence Southerly along the East line of Section 11 to the intersection of said East line of Section 11 and the Easterly line of Section 14, Township 1 North, Range 31 West; thence Southeasterly along said Easterly line of Section 14 to the Southeast corner of a parcel of land recorded in Official Records Book 4191 at page 1488 of the public records of Escambia County, Florida, (Property Reference No. 14-1N-31-1001-000-004); thence Southwesterly along the South line of said Parcel to the East right-of-way line of CSX Railroad; thence Southeasterly along East right-of-way line of CSX Railroad to the South line of Lot 3, Section 14, Township 1 North,

# DRAFT

Range 31 West as recorded in Deed Book “N” at page 37; thence Southwesterly along South line of Lot 3 to the East line of Section 15, Township 1 North, Range 31 West; thence Southeasterly to the Southeast corner of Section 15, Township 1 North, Range 31 West; thence Westerly along the South line of Section 15, Township 1 North, Range 31 West and Section 16, Township 1 North, Range 31 West to the Southwest corner of Section 16, Township 1 North, Range 31 West; thence Northerly along the West line of Section 16, Township 1 North, Range 31 West and Section 10, Township 1 North, Range 31 West to the Northwest corner of Section 10, Township 1 North, Range 31 West and the Point of Beginning.

d. In addition, the Board makes the following findings:

1. The Board finds that the findings, determinations, declarations, and actions set forth in Resolution R2010-204 and Ordinance 2013-\_\_\_ are supported by competent and substantial evidence and that said findings’ determinations, declarations, and actions are valid related to the purpose of this Ordinance.

2. The Cantonment Redevelopment Plan, incorporated herein by reference, supports the findings of the Board that the Cantonment Redevelopment District is a blighted area within this meaning of this Ordinance.

3. Each governmental taxing authority, which levies ad valorem taxes on taxable real property contained within the boundaries of the Cantonment Redevelopment District, was furnished notice of the proposed Ordinance at least fifteen (15) days prior to the date on which this matter is to be considered, as required by Section 163.346, Florida Statutes, as amended.

# DRAFT

**(3) Definitions.** Unless the context clearly requires otherwise, any terms contained in this Ordinance shall have the same meaning set forth in Part III, Chapter 163, Florida Statutes, as amended.

**(4) Establishment of Redevelopment Trust Fund.**

For the duration of the Cantonment Redevelopment Plan, such plan shall be funded by the Cantonment Redevelopment Trust Fund.

Pursuant to Section 163.387, Florida Statutes, as amended, there is hereby established a Redevelopment Trust Fund for the Community Redevelopment Agency of Escambia County. Funds allocated to and deposited in this Fund shall be used to finance or to refinance community redevelopment projects undertaken in the Cantonment Redevelopment District and when directly related to the financing or refinancing of such a community redevelopment project, also may be expended for any other purpose authorized by Section 163.387 Florida Statutes, as amended, including:

- a. Administrative and overhead expenses necessary or incidental to the preparation and implementation of a community redevelopment plan adopted by the Community Redevelopment Agency;
- b. Expenses of redevelopment planning, surveys, and financial analysis, including the reimbursement of the Board or the Community Redevelopment Agency for such expenses incurred before the redevelopment plans was approved and adopted;
- c. The acquisition of real property in the Cantonment Redevelopment District;



# DRAFT

- d. Property clearance and preparation of the Cantonment Redevelopment District for redevelopment and for relocation of site occupants as provided for Section 163.370, Florida Statutes, as amended;
- e. Repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and other forms of indebtedness;
- f. All expenses incidental to or connected with the issuance, sale, redemption, retirement, or purchase of agency bonds, bond anticipation notes, or other form of indebtedness; including funding of any reserve, redemption, or other fund or account provided for in the Ordinance or Resolution authorizing such bonds, notes, or other form of indebtedness; and
- g. Development of affordable housing in the area.

## **(5) Funding of Redevelopment Trust Fund.**

- a. For the duration of any community redevelopment project undertaken in the Cantonment Redevelopment District pursuant to its redevelopment plan, the annual funding of the Redevelopment Trust Fund established by Section 4 shall be in an amount not less than the increment in the income, proceeds, revenues, and funds of each taxing authority, derived from or held in connection with the undertaking and the carrying out of community redevelopment under the Community Redevelopment Act. Such increment shall be determined annually and shall be that amount equal to thirty-four percent (34.3%) of the difference between:

- 1. The amount of ad valorem taxes levied each year by each taxing authority, exclusive of any amount from any debt service millage, on

# DRAFT

taxable real property contained within the geographic boundaries of the Cantonment Redevelopment Area; and

2. The amount of ad valorem taxes, which would have been produced by the rate upon which the tax is levied each year by or for each taxing authority, exclusive of any debt service millage, upon the total of the assessed value of the taxable real property in the Cantonment Redevelopment Area is shown upon the most recent assessment roll used in connection with the taxation of such property by each taxing authority prior to the effective date of the ordinance providing for the funding of the trust fund.

b. Pursuant to Section 163.387(2) Florida Statutes, as amended, commencing upon the effective date of this ordinance and for the duration of any community redevelopment project undertaken pursuant to the Community Redevelopment Act, each taxing authority shall annually appropriate and shall pay on or before January 1 to the Redevelopment Trust Fund a sum that is not less than the increment of ad valorem tax revenues as defined and as determined above. Failure of said taxing authorities to do so shall subject the taxing authorities to the penalty provision set forth in Section 163.387, Florida Statutes, as amended.

c. The obligation of the Board to fund the Redevelopment Trust Fund annually shall continue until all loans, advances, and indebtedness, if any, and any interest thereon of the Community Redevelopment Agency incurred as a

# DRAFT

result of a community redevelopment project, has been paid, but only to the extent that the tax increment described in this section accrues. The Board covenants that so long as its obligation to fund the Redevelopment Trust Fund continues pursuant to Section 163.387, Florida Statutes, as amended, it shall take all necessary action to enforce the performance of the obligation of each taxing authority to make the annual appropriations required by aforementioned paragraphs. However, the obligation of the Board to fund the Redevelopment Trust Fund shall not be construed to make Escambia County a guarantor of the obligations of other taxing authorities under this ordinance or the Community Redevelopment Act; nor shall it be construed to require the exercise of the taxing power of Escambia County or the payment to the Redevelopment Trust Fund from any other funds of Escambia County except for the incremental revenue provided in aforementioned paragraphs.

- d. The Redevelopment Trust Fund shall be maintained and shall be administered as a separate account and unexpended monies deposited therein shall be dispensed as authorized by law.

**(6) Disposition of Monies Upon Expiration of the Fiscal Year.** Any money, which remains in the Redevelopment Trust Fund after the payment of expenses on the last day of the fiscal year of the fund, shall be appropriated for a redevelopment project pursuant to an approved community redevelopment plan which project will be completed within three (3) years from the date of such appropriation in accordance with Section 163.387(7), Florida Statutes, as amended.

# DRAFT

## (7) **Annual Audit.**

The Community Redevelopment Agency shall provide for an independent financial audit of the Redevelopment Trust Fund each fiscal year and a report of such audit. Such report shall describe the amount of and source of deposits into, and the amount of and purpose of withdrawals from the trust fund during such fiscal year and the amount of principal and interest paid during such year on any indebtedness to which is pledged increment revenues and the remaining amount of any such indebtedness. Thereafter, the agency shall provide a copy of the report to each taxing authority.

## Section 2. **Severability.**

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

## Section 3. **Inclusion in the Code.**

It is the intention of the Board that the provisions of this ordinance shall become and be made a part of the Escambia County Code of Ordinances and that such sections 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.

# DRAFT

## Section 4. **Effective Date.**

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

**DONE AND ENACTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.**

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

BY: \_\_\_\_\_  
**Lumon J. May, Chairman**

ATTEST: **PAM CHILDERS**  
Clerk to the Circuit Court

BY: \_\_\_\_\_  
Deputy Clerk

(Seal)

**Enacted:**

**Filed with Department of State:**

**Effective:**

# DRAFT

## APPENDIX C: ENVISION CANTONMENT WORKSHOPS

CRA staff, in partnership with the Cantonment Improvement Committee and Habitat for Humanity Pensacola, conducted a series of public involvement meetings to engage the community in the development of this plan. The meetings were entitled Envision Cantonment and consisted of:

Kickoff Meeting and Identification  
of Issues & Opportunities  
October 1, 2013



Prioritize Issues & Opportunities  
October 15, 2013



Review of Priorities, Short Term  
Work Program, and Outline of  
Redevelopment Plan  
October 22, 2013



Review of Final Draft of  
Cantonment Redevelopment Plan  
October 29, 2013



# DRAFT

## FOCUS AREAS TOPICS

### **HOUSING:**

Affordable Housing  
Low Income Housing  
Housing Rehabilitation  
Nursing Homes  
Seniors Communities

### **WORKFORCE / JOBS:**

Skilled Workforce  
Bring jobs to Cantonment  
Job Training Center (i.e. Escarosa)  
Technical or Trade Schools

### **TRANSPORTATION & INFRASTRUCTURE:**

Sewage System & Wastewater Treatment  
Water Supply  
Drainage  
Paved Streets / Roads Repair  
Street Patterns  
Bus System  
Car Pool  
Taxi

### **COMMUNITY SERVICES:**

Boys & Girls Club  
Childcare Centers  
Community Centers  
Fire Protection  
Library  
Schools

### **HEALTH & SAFETY:**

Crime  
Community Cleanups  
Ambulance Services  
Health Departments  
Hospitals & Clinics

### **BUSINESS GENERATION**

Attracting New Business  
Business Incubators  
Desired Types of Business  
Enhancing Current Businesses

### **CULTURAL / NATURAL RESOURCES & RECREATION:**

Parks  
Nature Trails  
Outdoor Recreation  
Lakes & Ponds

Sports Complex  
Camp Grounds



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5366

County Administrator's Report 12. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 12/05/2013

Issue: Schedule and Advertise a Public Hearing to Consider Adoption of Cantonment Redevelopment Trust Fund Ordinance

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the Scheduling and Advertising of a Public Hearing to Consider Adoption of the Cantonment Redevelopment Trust Fund Ordinance - Keith Wilkins, Community & Environment Department Director

That the Board authorize the scheduling and advertising of a Public Hearing at 5:32 p.m., on Thursday, January 16, 2014, to consider adoption of the Cantonment Redevelopment Trust Fund Ordinance, as requested by the Community Redevelopment Agency.

#### **BACKGROUND:**

On November 18, 2010, the Escambia County Board of County Commissioners adopted a Resolution (R2010-204) creating the Cantonment Redevelopment District.

A 5:31 p.m. public hearing has been scheduled for the January 16, 2014 BCC meeting requesting the BCC adopt the Cantonment Redevelopment Plan as recommended by the CRA. The Redevelopment Plan provides a framework for coordinating and facilitating public and private redevelopment of the area. The attached ordinance will provide funds to be utilized for redevelopment in the declared Cantonment Redevelopment District according to the proposed plan.

#### **BUDGETARY IMPACT:**

Tax Increment Financing (TIF) is a funding mechanism for redevelopment authorized by Chapter 163.387, Florida Statutes. TIF captures the incremental increase in tax revenues resulting from the growth in property values as the redevelopment program is implemented. These revenues are to be placed in the Cantonment Redevelopment Trust Fund and will be used for the declared Cantonment Redevelopment District.

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

The Trust Fund Ordinance has been reviewed and approved by the County Attorney's Office.

#### **PERSONNEL:**

No additional personnel is needed for this recommendation.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Florida Statute 163.387 requires that an ordinance be adopted by the governing body in order to establish a trust fund for a redevelopment area. Funds allocated to and deposited into this fund shall be used by the community redevelopment agency to finance any redevelopment it undertakes pursuant to the approved redevelopment plan for the declared area.

**IMPLEMENTATION/COORDINATION:**

The CRA solicited input from residents and business owners in the Cantonment area by conducting a series of four public community meetings in October 2013. Upon approval by the BCC, the CRA will continue to work with these residents, neighborhood associations, and area businesses to implement the plan and disburse funds according to the approved plan.

---

**Attachments**

Draft Trust Fund Ordinance

Florida Statute 163.387 - Redevelopment Trust Fund

---

ORDINANCE 2013-\_\_\_\_\_

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA RELATING TO THE ESTABLISHMENT AND FUNDING FOR A REDEVELOPMENT TRUST FUND PURSUANT TO SECTION 163.387, FLORIDA STATUTES FOR CANTONMENT REDEVELOPMENT DISTRICT PROJECTS; PROVIDING FOR SHORT TITLE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR ESTABLISHMENT OF REDEVELOPMENT TRUST FUND; PROVIDING FOR FUNDING OF REDEVELOPMENT TRUST FUND; PROVIDING FOR DISPOSITION OF MONIES UPON EXPIRATION OF THE FISCAL YEAR; PROVIDING FOR INDEPENDENT AUDIT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the intent of the Board of County Commissioners to promote, protect, and improve the health, safety, and welfare of the citizens of Escambia County;

WHEREAS, on March 7, 1995, the Board of County Commissioners by Resolution determined there existed the need for a Community Redevelopment Agency in Escambia County to carry out the community redevelopment purposes set out in Part III of Chapter 163, Florida Statutes, "The Community Redevelopment Act of 1969"; and

WHEREAS, on November 18, 2010, the Board of County Commissioners adopted the Cantonment Resolution of Findings (R2010-204) of slum and blight and a shortage of affordable housing for low and moderate income households in the Cantonment community; and

WHEREAS, the Board of County Commissioners hereby finds that a Redevelopment Trust Fund for the Cantonment Redevelopment Area, as provided in this Ordinance, is now necessitated to ensure the Community Redevelopment Act.

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

Section 1. Chapter 46, Article VI, Section 46-290 of the Code of Ordinances of Escambia County, Florida is hereby amended to read as follows:

Sec. 46-290. The Cantonment Redevelopment Trust Fund Ordinance.

(1) Title. This section shall be known as the "The Cantonment Redevelopment Trust Fund Ordinance", and may be cited as such, and will be referred to herein as "this section".

(2) Legislative Findings:

- a. On March 7, 1995, September 4, 1997, and September 19, 2002, the Board of County Commissioners of Escambia County (hereinafter called the "Board") adopted resolutions by which it found and declared that five blighted areas existed in Escambia County; that the rehabilitation, conservation or redevelopment, or a combination thereof, of said blighted areas were necessary in the interest of the public health, safety, morals and welfare of the residents of Escambia County to eliminate, remedy and prevent conditions of slums and blights: that said blighted areas were appropriate for community redevelopment projects; and that there existed the need for a Community Redevelopment Agency to function in Escambia County to carry out the community redevelopment purposes pursuant to part III of Ch. 163, Florida Statutes, "The Community

Redevelopment Act of 1969" or (hereinafter called "the Act"), as amended.

These resolutions designated the blighted areas as community redevelopment areas.

- b. On March 7, 1995, the Board adopted Ordinance No. 95-6 by which it declared its membership to comprise the Community Redevelopment Agency of Escambia County and vested in such agency all rights, powers, duties, privileges and immunities authorized by the Act.
- c. On January 2014, the Board will adopt the Cantonment Redevelopment Plan which, among other things adopted a plan, subject to modification from time to time as appropriate, for community redevelopment projects conducted by the Community Redevelopment Agency. The boundaries of the area are described as follows:

Begin at the Northwest Corner of Section 10, Township 1 North, Range 31 West, Escambia County, Florida, thence Easterly along the North line of Section 10 to the intersection of said North line and the Westerly right-of-way line of U. S. Highway 29 (200' R/W); thence Northwesterly along said Westerly right-of-way line of U. S. Highway 29 (200' R/W) to the intersection of said Westerly right-of-way line and the extension West of the South right-of-way line of Neal Road (66' R/W); thence Easterly along the South right-of-way line of Neal Road (66' R/W) to the intersection of the Easterly extension of said South right-of-way line and the East right-of-way line of Virecent Road (R/W varies); thence Southerly along East right-of-way line of Virecent Road to the intersection of said East right-of-way line and the North Line Section 11, Township 1 North, Range 31 West; thence Easterly along the North line of Section 11 to the Northeast corner of Section 11, Township 1 North, Range 31 West; thence Southerly along the East line of Section 11 to the intersection of said East line of Section 11 and the Easterly line of Section 14, Township 1 North, Range 31 West; thence Southeasterly along said Easterly line of Section 14 to the Southeast corner of a parcel of land recorded in Official Records Book 4191 at page 1488 of the public records of Escambia County, Florida, (Property Reference No. 14-1N-31-1001-000-004); thence Southwesterly



along the South line of said Parcel to the East right-of-way line of CSX Railroad; thence Southeasterly along East right-of-way line of CSX Railroad to the South line of Lot 3, Section 14, Township 1 North, Range 31 West as recorded in Deed Book "N" at page 37; thence Southwesterly along South line of Lot 3 to the East line of Section 15, Township 1 North, Range 31 West; thence Southeasterly to the Southeast corner of Section 15, Township 1 North, Range 31 West; thence Westerly along the South line of Section 15, Township 1 North, Range 31 West and Section 16, Township 1 North, Range 31 West to the Southwest corner of Section 16, Township 1 North, Range 31 West; thence Northerly along the West line of Section 16, Township 1 North, Range 31 West and Section 10, Township 1 North, Range 31 West to the Northwest corner of Section 10, Township 1 North, Range 31 West and the Point of Beginning.

d. In addition, the Board makes the following findings:

(1) The Board finds that the findings, determinations, declarations, and actions set forth in Resolution R2010-204 and Ordinance 2013-\_\_\_ are supported by competent and substantial evidence and that said findings' determinations, declarations, and actions are valid related to the purpose of this Ordinance.

(2) The Cantonment Redevelopment Plan, incorporated herein by reference, supports the findings of the Board that the Cantonment Redevelopment District is a blighted area within this meaning of this Ordinance.

(3) Each governmental taxing authority, which levies ad valorem taxes on taxable real property contained within the boundaries of the Cantonment Redevelopment District, was furnished notice of the proposed Ordinance at least fifteen (15) days prior to the date on which this matter

is to be considered, as required by Section 163.346, Florida Statutes, as amended.

**(3) Definitions.** Unless the context clearly requires otherwise, any terms contained in this Ordinance shall have the same meaning set forth in Part III, Chapter 163, Florida Statutes, as amended.

**(4) Establishment of Redevelopment Trust Fund.**

For the duration of the Cantonment Redevelopment Plan, such plan shall be funded by the Cantonment Redevelopment Trust Fund.

Pursuant to Section 163.387, Florida Statutes, as amended, there is hereby established a Redevelopment Trust Fund for the Community Redevelopment Agency of Escambia County. Funds allocated to and deposited in this Fund shall be used to finance or to refinance community redevelopment projects undertaken in the Cantonment Redevelopment District and when directly related to the financing or refinancing of such a community redevelopment project, also may be expended for any other purpose authorized by Section 163.387 Florida Statutes, as amended, including:

- a. Administrative and overhead expenses necessary or incidental to the preparation and implementation of a community redevelopment plan adopted by the Community Redevelopment Agency;
- b. Expenses of redevelopment planning, surveys, and financial analysis, including the reimbursement of the Board or the Community Redevelopment

Agency for such expenses incurred before the redevelopment plans was approved and adopted;

- c. The acquisition of real property in the Cantonment Redevelopment District;
- d. Property clearance and preparation of the Cantonment Redevelopment District for redevelopment and for relocation of site occupants as provided for Section 163.370, Florida Statutes, as amended;
- e. Repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and other forms of indebtedness;
- f. All expenses incidental to or connected with the issuance, sale, redemption, retirement, or purchase of agency bonds, bond anticipation notes, or other form of indebtedness; including funding of any reserve, redemption, or other fund or account provided for in the Ordinance or Resolution authorizing such bonds, notes, or other form of indebtedness; and
- g. Development of affordable housing in the area.

**(5) Funding of Redevelopment Trust Fund.**

- a. For the duration of any community redevelopment project undertaken in the Cantonment Redevelopment District pursuant to its redevelopment plan, the annual funding of the Redevelopment Trust Fund established by Section 4 shall be in an amount not less than the increment in the income, proceeds, revenues, and funds of each taxing authority, derived from or held in connection with the undertaking and the carrying out of community redevelopment under the Community Redevelopment Act. Such increment

shall be determined annually and shall be that amount equal to thirty-four percent (34.3%) of the difference between:

1. The amount of ad valorem taxes levied each year by each taxing authority, exclusive of any amount from any debt service millage, on taxable real property contained within the geographic boundaries of the Cantonment Redevelopment Area; and
  2. The amount of ad valorem taxes, which would have been produced by the rate upon which the tax is levied each year by or for each taxing authority, exclusive of any debt service millage, upon the total of the assessed value of the taxable real property in the Cantonment Redevelopment Area is shown upon the most recent assessment roll used in connection with the taxation of such property by each taxing authority prior to the effective date of the ordinance providing for the funding of the trust fund.
- b. Pursuant to Section 163.387(2) Florida Statutes, as amended, commencing upon the effective date of this ordinance and for the duration of any community redevelopment project undertaken pursuant to the Community Redevelopment Act, each taxing authority shall annually appropriate and shall pay on or before January 1 to the Redevelopment Trust Fund a sum that is not less than the increment of ad valorem tax revenues as defined and as determined above. Failure of said taxing authorities to do so shall subject the taxing authorities to the penalty provision set forth in Section 163.387, Florida Statutes, as amended.

- c. The obligation of the Board to fund the Redevelopment Trust Fund annually shall continue until all loans, advances, and indebtedness, if any, and any interest thereon of the Community Redevelopment Agency incurred as a result of a community redevelopment project, has been paid, but only to the extent that the tax increment described in this section accrues. The Board covenants that so long as its obligation to fund the Redevelopment Trust Fund continues pursuant to Section 163.387, Florida Statutes, as amended, it shall take all necessary action to enforce the performance of the obligation of each taxing authority to make the annual appropriations required by aforementioned paragraphs. However, the obligation of the Board to fund the Redevelopment Trust Fund shall not be construed to make Escambia County a guarantor of the obligations of other taxing authorities under this ordinance or the Community Redevelopment Act; nor shall it be construed to require the exercise of the taxing power of Escambia County or the payment to the Redevelopment Trust Fund from any other funds of Escambia County except for the incremental revenue provided in aforementioned paragraphs.
- d. The Redevelopment Trust Fund shall be maintained and shall be administered as a separate account and unexpended monies deposited therein shall be dispensed as authorized by law.
- (6)** Disposition of Monies Upon Expiration of the Fiscal Year. Any money, which remains in the Redevelopment Trust Fund after the payment of expenses on the last day of the fiscal year of the fund, shall be appropriated for a redevelopment project pursuant to an approved community redevelopment plan which project

will be completed within three (3) years from the date of such appropriation in accordance with Section 163.387(7), Florida Statutes, as amended.

**(7) Annual Audit.**

The Community Redevelopment Agency shall provide for an independent financial audit of the Redevelopment Trust Fund each fiscal year and a report of such audit. Such report shall describe the amount of and source of deposits into, and the amount of and purpose of withdrawals from the trust fund during such fiscal year and the amount of principal and interest paid during such year on any indebtedness to which is pledged increment revenues and the remaining amount of any such indebtedness. Thereafter, the agency shall provide a copy of the report to each taxing authority.

**Section 2. Severability.**

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

**Section 3. Inclusion in the Code.**

It is the intention of the Board that the provisions of this ordinance shall become and be made a part of the Escambia County Code of Ordinances and that such sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article" or such other appropriate word or phrase in order to accomplish such intentions.



Section 4. Effective Date.

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

DONE AND ENACTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

BY: \_\_\_\_\_  
Lumon J. May, Chairman

ATTEST: PAM CHILDERS  
Clerk to the Circuit Court

BY: \_\_\_\_\_  
Deputy Clerk

(Seal)

Enacted:  
Filed with Department of State:  
Effective:

Select Year: 2013

## The 2013 Florida Statutes

---

Title XI  
COUNTY ORGANIZATION AND  
INTERGOVERNMENTAL RELATIONS

Chapter 163  
INTERGOVERNMENTAL  
PROGRAMS

[View Entire  
Chapter](#)

**163.387     Redevelopment trust fund.—**

(1)(a) After approval of a community redevelopment plan, there may be established for each community redevelopment agency created under s. 163.356 a redevelopment trust fund. Funds allocated to and deposited into this fund shall be used by the agency to finance or refinance any community redevelopment it undertakes pursuant to the approved community redevelopment plan. No community redevelopment agency may receive or spend any increment revenues pursuant to this section unless and until the governing body has, by ordinance, created the trust fund and provided for the funding of the redevelopment trust fund until the time certain set forth in the community redevelopment plan as required by s. 163.362(10). Such ordinance may be adopted only after the governing body has approved a community redevelopment plan. The annual funding of the redevelopment trust fund shall be in an amount not less than that increment in the income, proceeds, revenues, and funds of each taxing authority derived from or held in connection with the undertaking and carrying out of community redevelopment under this part. Such increment shall be determined annually and shall be that amount equal to 95 percent of the difference between:

1. The amount of ad valorem taxes levied each year by each taxing authority, exclusive of any amount from any debt service millage, on taxable real property contained within the geographic boundaries of a community redevelopment area; and
2. The amount of ad valorem taxes which would have been produced by the rate upon which the tax is levied each year by or for each taxing authority, exclusive of any debt service millage, upon the total of the assessed value of the taxable real property in the community redevelopment area as shown upon the most recent assessment roll used in connection with the taxation of such property by each taxing authority prior to the effective date of the ordinance providing for the funding of the trust fund.

However, the governing body of any county as defined in s. 125.011(1) may, in the ordinance providing for the funding of a trust fund established with respect to any community redevelopment area created on or after July 1, 1994, determine that the amount to be funded by each taxing authority annually shall be less than 95 percent of the difference between subparagraphs 1. and 2., but in no event shall such amount be less than 50 percent of such difference.

(b)1. For any governing body that has not authorized by June 5, 2006, a study to consider whether a finding of necessity resolution pursuant to s. 163.355 should be adopted, has not adopted a finding of necessity resolution pursuant to s. 163.355 by March 31, 2007, has not adopted a community redevelopment plan by June 7, 2007, and was not authorized to exercise community redevelopment powers pursuant to a delegation of authority under s. 163.410 by a county that has adopted a home rule charter, the amount of tax increment to be contributed by any taxing authority shall be limited as follows:

a. If a taxing authority imposes a millage rate that exceeds the millage rate imposed by the governing body that created the trust fund, the amount of tax increment to be contributed by the taxing authority imposing the higher millage rate shall be calculated using the millage rate imposed by the governing body that created the trust fund. Nothing shall prohibit any taxing authority from voluntarily contributing a tax increment at a higher rate for a period of time as specified by interlocal agreement between the taxing authority and the community redevelopment agency.

b. At any time more than 24 years after the fiscal year in which a taxing authority made its first contribution to a redevelopment trust fund, by resolution effective no sooner than the next fiscal year and adopted by majority vote of the taxing authority's governing body at a public hearing held not less than 30 or more than 45 days after written notice by registered mail to the community redevelopment agency and published in a newspaper of general circulation in the redevelopment area, the taxing authority may limit the amount of increment contributed by the taxing authority to the redevelopment trust fund to the amount of increment the taxing authority was obligated to contribute to the redevelopment trust fund in the fiscal year immediately preceding the adoption of such resolution, plus any increase in the increment after the adoption of the resolution computed using the taxable values of any area which is subject to an area reinvestment agreement. As used in this subparagraph, the term "area reinvestment agreement" means an agreement between the community redevelopment agency and a private party, with or without additional parties, which provides that the increment computed for a specific area shall be reinvested in services or public or private projects, or both, including debt service, supporting one or more projects consistent with the community redevelopment plan that is identified in the agreement to be constructed within that area. Any such reinvestment agreement must specify the estimated total amount of public investment necessary to provide the projects or services, or both, including any applicable debt service. The contribution to the redevelopment trust fund of the increase in the increment of any area that is subject to an area reinvestment agreement following the passage of a resolution as provided in this sub-subparagraph shall cease when the amount specified in the area reinvestment agreement as necessary to provide the projects or services, or both, including any applicable debt service, has been invested.

2. For any community redevelopment agency that was not created pursuant to a delegation of authority under s. 163.410 by a county that has adopted a home rule charter and that modifies its adopted community redevelopment plan after October 1, 2006, in a manner that expands the boundaries of the redevelopment area, the amount of increment to be contributed by any taxing authority with respect to the expanded area shall be limited as set forth in sub-subparagraphs 1.a. and b.

(2)(a) Except for the purpose of funding the trust fund pursuant to subsection (3), upon the adoption of an ordinance providing for funding of the redevelopment trust fund as provided in this section, each taxing authority shall, by January 1 of each year, appropriate to the trust fund for so long as any indebtedness pledging increment revenues to the payment thereof is outstanding (but not to exceed 30 years) a sum that is no less than the increment as defined and determined in subsection (1) or paragraph (3)(b) accruing to such taxing authority. If the community redevelopment plan is amended or modified pursuant to s. 163.361(1), each such taxing authority shall make the annual appropriation for a period not to exceed 30 years after the date the governing body amends the plan but no later than 60 years after the fiscal year in which the plan was initially approved or adopted. However, for any agency created on or after July 1, 2002, each taxing authority shall make the annual appropriation for a period not to exceed 40 years after the fiscal year in which the initial community redevelopment plan is approved or adopted.

(b) Any taxing authority that does not pay the increment revenues to the trust fund by January 1 shall pay to the trust fund an amount equal to 5 percent of the amount of the increment revenues and shall pay interest on the amount of the unpaid increment revenues equal to 1 percent for each month

the increment is outstanding, provided the agency may waive such penalty payments in whole or in part.

(c) The following public bodies or taxing authorities are exempt from paragraph (a):

1. A special district that levies ad valorem taxes on taxable real property in more than one county.
2. A special district for which the sole available source of revenue the district has the authority to levy is ad valorem taxes at the time an ordinance is adopted under this section. However, revenues or aid that may be dispensed or appropriated to a district as defined in s. 388.011 at the discretion of an entity other than such district shall not be deemed available.
3. A library district, except a library district in a jurisdiction where the community redevelopment agency had validated bonds as of April 30, 1984.
4. A neighborhood improvement district created under the Safe Neighborhoods Act.
5. A metropolitan transportation authority.
6. A water management district created under s. 373.069.

(d)1. A local governing body that creates a community redevelopment agency under s. 163.356 may exempt from paragraph (a) a special district that levies ad valorem taxes within that community redevelopment area. The local governing body may grant the exemption either in its sole discretion or in response to the request of the special district. The local governing body must establish procedures by which a special district may submit a written request to be exempted from paragraph (a).

2. In deciding whether to deny or grant a special district's request for exemption from paragraph (a), the local governing body must consider:

- a. Any additional revenue sources of the community redevelopment agency which could be used in lieu of the special district's tax increment.
- b. The fiscal and operational impact on the community redevelopment agency.
- c. The fiscal and operational impact on the special district.
- d. The benefit to the specific purpose for which the special district was created. The benefit to the special district must be based on specific projects contained in the approved community redevelopment plan for the designated community redevelopment area.
- e. The impact of the exemption on incurred debt and whether such exemption will impair any outstanding bonds that have pledged tax increment revenues to the repayment of the bonds.
- f. The benefit of the activities of the special district to the approved community redevelopment plan.
- g. The benefit of the activities of the special district to the area of operation of the local governing body that created the community redevelopment agency.

3. The local governing body must hold a public hearing on a special district's request for exemption after public notice of the hearing is published in a newspaper having a general circulation in the county or municipality that created the community redevelopment area. The notice must describe the time, date, place, and purpose of the hearing and must identify generally the community redevelopment area covered by the plan and the impact of the plan on the special district that requested the exemption.

4. If a local governing body grants an exemption to a special district under this paragraph, the local governing body and the special district must enter into an interlocal agreement that establishes the conditions of the exemption, including, but not limited to, the period of time for which the exemption is granted.

5. If a local governing body denies a request for exemption by a special district, the local governing body shall provide the special district with a written analysis specifying the rationale for such denial. This written analysis must include, but is not limited to, the following information:

- a. A separate, detailed examination of each consideration listed in subparagraph 2.
- b. Specific examples of how the approved community redevelopment plan will benefit, and has already benefited, the purpose for which the special district was created.

6. The decision to either deny or grant an exemption must be made by the local governing body within 120 days after the date the written request was submitted to the local governing body pursuant to the procedures established by such local governing body.

(3)(a) Notwithstanding the provisions of subsection (2), the obligation of the governing body which established the community redevelopment agency to fund the redevelopment trust fund annually shall continue until all loans, advances, and indebtedness, if any, and interest thereon, of a community redevelopment agency incurred as a result of redevelopment in a community redevelopment area have been paid.

(b) Alternate provisions contained in an interlocal agreement between a taxing authority and the governing body that created the community redevelopment agency may supersede the provisions of this section with respect to that taxing authority. The community redevelopment agency may be an additional party to any such agreement.

(4) The revenue bonds and notes of every issue under this part are payable solely out of revenues pledged to and received by a community redevelopment agency and deposited to its redevelopment trust fund. The lien created by such bonds or notes shall not attach until the increment revenues referred to herein are deposited in the redevelopment trust fund at the times, and to the extent that, such increment revenues accrue. The holders of such bonds or notes have no right to require the imposition of any tax or the establishment of any rate of taxation in order to obtain the amounts necessary to pay and retire such bonds or notes.

(5) Revenue bonds issued under the provisions of this part shall not be deemed to constitute a debt, liability, or obligation of the public body or the state or any political subdivision thereof, or a pledge of the faith and credit of the public body or the state or any political subdivision thereof, but shall be payable solely from the revenues provided therefor. All such revenue bonds shall contain on the face thereof a statement to the effect that the agency shall not be obligated to pay the same or the interest thereon except from the revenues of the community redevelopment agency held for that purpose and that neither the faith and credit nor the taxing power of the governing body or of the state or of any political subdivision thereof is pledged to the payment of the principal of, or the interest on, such bonds.

(6) Moneys in the redevelopment trust fund may be expended from time to time for undertakings of a community redevelopment agency as described in the community redevelopment plan for the following purposes, including, but not limited to:

(a) Administrative and overhead expenses necessary or incidental to the implementation of a community redevelopment plan adopted by the agency.

(b) Expenses of redevelopment planning, surveys, and financial analysis, including the reimbursement of the governing body or the community redevelopment agency for such expenses incurred before the redevelopment plan was approved and adopted.

(c) The acquisition of real property in the redevelopment area.

(d) The clearance and preparation of any redevelopment area for redevelopment and relocation of site occupants within or outside the community redevelopment area as provided in s. 163.370.

(e) The repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and any other form of indebtedness.

(f) All expenses incidental to or connected with the issuance, sale, redemption, retirement, or purchase of bonds, bond anticipation notes, or other form of indebtedness, including funding of any reserve, redemption, or other fund or account provided for in the ordinance or resolution authorizing such bonds, notes, or other form of indebtedness.

(g) The development of affordable housing within the community redevelopment area.

(h) The development of community policing innovations.

(7) On the last day of the fiscal year of the community redevelopment agency, any money which remains in the trust fund after the payment of expenses pursuant to subsection (6) for such year shall be:

(a) Returned to each taxing authority which paid the increment in the proportion that the amount of the payment of such taxing authority bears to the total amount paid into the trust fund by all taxing authorities for that year;

(b) Used to reduce the amount of any indebtedness to which increment revenues are pledged;

(c) Deposited into an escrow account for the purpose of later reducing any indebtedness to which increment revenues are pledged; or

(d) Appropriated to a specific redevelopment project pursuant to an approved community redevelopment plan which project will be completed within 3 years from the date of such appropriation.

(8) Each community redevelopment agency shall provide for an audit of the trust fund each fiscal year and a report of such audit to be prepared by an independent certified public accountant or firm. Such report shall describe the amount and source of deposits into, and the amount and purpose of withdrawals from, the trust fund during such fiscal year and the amount of principal and interest paid during such year on any indebtedness to which increment revenues are pledged and the remaining amount of such indebtedness. The agency shall provide by registered mail a copy of the report to each taxing authority.

**History.**—s. 11, ch. 77-391; s. 78, ch. 79-400; s. 9, ch. 83-231; s. 15, ch. 84-356; s. 27, ch. 87-224; s. 35, ch. 91-45; s. 4, ch. 93-286; s. 10, ch. 94-236; s. 1, ch. 94-344; s. 10, ch. 98-314; s. 8, ch. 2002-18; s. 8, ch. 2002-294; s. 7, ch. 2006-307.





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-5378**

**County Administrator's Report 12. 3.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 12/05/2013

**Issue:** 2013 Escambia County Extension Council Appointments/Reappointments

**From:** Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning Appointments/Reappointments to the Escambia County Extension Council - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning appointments/reappointments to the Escambia County Extension Council:

A. Appoint the following four individuals to a two-year term, effective retroactively December 1, 2013, through November 30, 2015:

ZONE	NAME AND ADDRESS
1	Gary Purvis, 104 Briar Lake Road, Century, Florida 32535-3155
7	Christine Rodgers, 6840 Frank Reeder Road, Pensacola, Florida 32526-4157
9	Stephanie Croan, 870 Upham Court, Pensacola, Florida 32508-1016
11	Mary Patricia "Pat" Bush, 3525 Bayswater Drive, Pensacola, Florida 32514-8184

B. Reappoint the following two individuals to a two-year term, effective retroactively December 1, 2013, through November 30, 2015:

ZONE	NAME AND ADDRESS
3	Vernon Hiebert, 4890 Lemon Road, Walnut Hill, Florida 32568-1631
5	Charles Woodward, 5516 Molino Road, Molino, Florida 32577-3036

C. Appoint the following individual to a one-year term, effective retroactively December 1, 2013, through November 30, 2014, to fill the unexpired term of Dorothy Brown, due to her resignation:

ZONE	NAME AND ADDRESS
12	Barbara Holloway, 7060 Rampart Way, Pensacola, Florida 32505-3477

D. Request the County Administrator's Office to provide letters of appointments to incoming members and letters of appreciation to outgoing members.

**BACKGROUND:**

Chapter 67-1366, Laws of Florida, authorizes establishment of a county extension council and division of the county into zones or districts by the Board of County Commissioners (BCC). Council members are appointed by the BCC, subject to the approval of the Florida Cooperative Extension Service. The council is to be composed of an odd number of members, men and women, numbering neither less than 13 nor more than 21. The persons appointed are to be known to have an interest in and concern for the agricultural, family and consumer sciences (home economics), and youth programs of extension; in developing the rural and urban sections; and in developing the county and its resources. At least one council member shall be a member of the BCC.

To ensure that every section of the county is represented, the county is divided into zones and a member is selected from each zone. Members must live in the zone to which he/she is appointed and serve staggered two-year terms. Members may serve for a maximum of two consecutive two-year terms before rotating off and must be off the Council for one two-year term before becoming eligible to serve again.

These individuals, which were nominated by the Nominating Committee selected by the Escambia County Extension Council, reside in the zone for which appointed and are known to have an interest in and concern for programs of the Escambia County Extension, and have been nominated without regard to race, color, creed, sex or national origin.

**BUDGETARY IMPACT:**

No budgetary impact associated with appointment to the Extension Council.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

No personnel impact associated with appointment to the Extension Council.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Per County Administrator's policy, attached is a copy of a resume for each individual being considered for appointment or reappointment.

**IMPLEMENTATION/COORDINATION:**

After final BCC action, the Extension Division Manager will forward the BCC's recommendation to the University of Florida Dean for Extension for consideration and approval. Nominations were recommended by the Nominations Committee of the Escambia County Extension Council. Nominees have agreed to serve if appointed.

---

**Attachments**

2013 Extension Council Appt Resumes

---

## Extension Council Nominee Information Sheet

Name: Gary Purvis

Mailing Address: 104 Briar Lake Rd

City / State / Zip: Century, FL 32535-3155

Contact Phone: 850-336-2518

Alternate Phone: 850-327-4294

How long have you been a resident of Escambia County? 35 years

Current employer & position. If retired, last employer	Self-employed Sugarfoot Farms
--	----------------------------------

Educational Background	Ernest Ward High School PJC for 2 years
------------------------	--

List any work with Extension Programs or Civic/Volunteer Groups	N/A
---	-----

List any hobbies or activities involved with or pursuing	Farming full time
--	-------------------

Anything else you would like to add	N/A
-------------------------------------	-----

E-mail address: [garysgrft@aol.com](mailto:garysgrft@aol.com)

## Extension Council Nominee Information Sheet

Name: Vernon Hiebert

Mailing Address: 4890 Lemon Road

City / State / Zip: Walnut Hill, FL 32568-1631

Contact Phone: 850-327-6787

Alternate Phone: 850-982-6939

How long have you been a resident of Escambia County? 47 years

Current employer & position. If retired, last employer	Self employed Owner of "The Tank" Catfish Farm
--	---

Educational Background	Graduated from Ernest Ward High School, Walnut Hill
------------------------	---

List any work with Extension Programs or Civic/Volunteer Groups	
---	--

List any hobbies or activities involved with or pursuing	Fishing Cooking
--	--------------------

Anything else you would like to add	
-------------------------------------	--

## Extension Council Nominee Information Sheet

Name: Charles Woodward

Mailing Address: 5516 Molino Road

City / State / Zip: Molino, FL 32577-3036

Contact Phone: 850-572-0007

Alternate Phone: \_\_\_\_\_

How long have you been a resident of Escambia County? 35 years

Current employer & position. If retired, last employer	Retired- UDSA Farm Service Agency
--	-----------------------------------

Educational Background	Shanks High School, Quincy, Florida UWF- Vocational Education- Lacking 8 hours of Foreign Language
------------------------	---

List any work with Extension Programs or Civic/Volunteer Groups	Worked with Extension - Chairman of Farm Tour Committee
---	---

List any hobbies or activities involved with or pursuing	Raising cows Gardening (roses)
--	-----------------------------------

Anything else you would like to add	
-------------------------------------	--

Extension Council Nominee Information Sheet

Name: Christine Rodgers  
 Mailing Address: 6840 Frank Reeder Rd.  
 City / State / Zip: Pensacola FL 32526  
 Contact Phone: 944-8150  
 Alternate Phone: 221-5171

How long have you been a resident of Escambia County? Since 1990

Current employer & position. If retired, last employer	Currently stay @ home mom, homeschooling our two children. Last employer - Northwest Fl. Homehealth Service
--	--

Educational Background	High School Graduate - Goose Creek High - S.C. George Stone Vocational Center with Nursing Assistant Certificate
------------------------	---

List any work with Extension Programs or Civic/Volunteer Groups	8 yrs w 4-H-Volunteer over 20yrs with Safe Harbor Women's Resource Center-Volunteer 22 yrs volunteer @ Charity Chapel Church - teaching/missions/children's ministry 6yrs as Secretary for local homeschool league - volunteer
---	---

List any hobbies or activities involved with or pursuing	My hobbies include things at our home - gardening pets (rabbits - chickens - dogs) also like to read - hike relax on the beach - but there's not much time for that with all the things in the box above. Between my family and these - I'm pretty busy.
--	--

Anything else you would like to add	I am honored to be considered for this position and if chosen, I will do my best to hold the position with honor and integrity.
-------------------------------------	---

E-mail address: mikechristine333@yahoo.com

## Extension Council Nominee Information Sheet

Name: Stephanie Croan

Mailing Address: 870 Upham Court

City / State / Zip: Pensacola, FL 32508

Contact Phone: 360-220-1231

Alternate Phone: 907-209-9337

How long have you been a resident of Escambia County? 6 months

Current employer & position. If retired, last employer	Unemployed Last Employer: Alaska Dept. of Environmental Conservation 08-2012 to 02-2013
--	--

Educational Background	Western Washington University, 2007 B.S. Degree, Environmental Science
------------------------	---

List any work with Extension Programs or Civic/Volunteer Groups	The Humane Society of Pensacola (current volunteer) WWU Biology Club Administrator, 01-2007 to 06-2007 Resources for Sustainable Communities volunteer, 2006 WWU L.E.A.D. work-party volunteer (invasive species removal) 2005 to 2007 Sardis Raptor Center volunteer, 04-2004 to 10-2004
---	---

List any hobbies or activities involved with or pursuing	I love animals, I currently dog-sit during the week for working friends and neighbors. I was recently certified as a NAUI recreational SCUBA diver. I enjoy exploring Florida and the surrounding areas.
--	--

Anything else you would like to add	I am a Navy spouse, currently living at NAS Pensacola, and I will serve well as a liaison between the Escambia County Extension and the people of my community regarding agricultural, home economics, and youth program needs.
-------------------------------------	---

E-mail address: [sacroan30@gmail.com](mailto:sacroan30@gmail.com)



## Extension Council Nominee Information Sheet

Name: Mary Patricia (Pat) Bush

Mailing Address: 3525 Bayswater Drive

City / State / Zip: Pensacola, FL 32514

Contact Phone: 484 3012

Alternate Phone: 449 1215

How long have you been a resident of Escambia County? 13 years

Current employer & position. If retired, last employer	Retired - American Heart Association, Wisconsin Affiliate Vice-President
--	---

Educational Background	B.S. Briarcliff University M.S. University of Wisconsin
------------------------	--

List any work with Extension Programs or Civic/Volunteer Groups	Master Gardener since 2003 - President in 2-11 Habitat for Humanity-trainer, American Red Cross-Chairman of Volunteers, Power Squadron-Membership Chairman, Junior League of Pensacola
---	--

List any hobbies or activities involved with or pursuing	Gardening, Boating, Event Planning, River Gardens Home Owner's Association
--	--

Anything else you would like to add	Volunteer Experience: United Way of Milwaukee and Galveston, TX, fund raising, volunteer management, community organization, event planning.
-------------------------------------	--

E-mail address: [mpatbush@cox.net](mailto:mpatbush@cox.net)

## Extension Council Nominee Information Sheet

Name: Barbara Holloway

Mailing Address: 7060 Rampart Way

City / State / Zip: Pensacola, FL 32505

Contact Phone: 850-458-6563

Alternate Phone: \_\_\_\_\_

How long have you been a resident of Escambia County? 9 Years

Current employer & position. If retired, last employer	Sell Insurance Part Time, Retired Educator / High School
--	--

Educational Background	B.S. Bishop College, Marshall, Texas (Business Education) M.S. Cleveland State University, (Curriculum and Instruction) Attended University of Nebraska, Trinton State University, Kent State
------------------------	---

Penn State / Certified Vocational Director and Supervisor

List any work with Extension Programs or Civic/Volunteer Groups	None  Delta Kappa
---	-------------------------

List any hobbies or activities involved with or pursuing	Sewing, Computer, Golf
--	------------------------

Anything else you would like to add	Appointed to State Advisory Committee for Vocational Education in Ohio Served with State Education Superintendent
-------------------------------------	--

E-mail address: [bjch6563@msn.com](mailto:bjch6563@msn.com)



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-5403**

**County Administrator's Report 12. 4.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 12/05/2013

**Issue:** Public Safety Department - Request for Disposition of Property

**From:** Mike Weaver, Department Director

**Organization:** Public Safety

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning the Request for Disposition of Property for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the Request for Disposition of Property Form for the Public Safety Department for property, which is described and listed on the Disposition Form, with reason for disposition stated. The listed items have been found to be of no further use to the County; thus, it is requested that they be auctioned as surplus or properly disposed of.

#### **BACKGROUND:**

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property form has been checked, declared to be obsolete and/or of no use to the County and suitable to be auctioned or properly disposed.

#### **BUDGETARY IMPACT:**

Possible recoup of funds if/when property goes to auction.

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

N/A

#### **PERSONNEL:**

N/A

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

This recommendation is in compliance with FS 274.07 and BCC Policy B-1,2 Section II, Procedures for Disposition of County Property.

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

Upon approval by the BCC, the appropriate items will be posted on the "Pensacola Community Auction" website for thirty (30) days. All other property will be disposed of according to the Disposition of County Property policies of the BCC.

---

## Attachments

RFDOP Ambulances

---

# REQUEST FOR DISPOSITION OF PROPERTY

## ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Dept.: Public Safety

COST CENTER NO: 330302

Trisha K. Pohlmann

DATE: 11/20/2013

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):

Full Name) Trisha R. Blum

Phone No: 471-6425

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	50546	Ambulance Unit 08	1FDWF36F52EA29386	Ford F-350	2001	Fair
Y	51450	Ambulance Unit 10	1FDWF36F83EA10641	Ford F-350	2002	Fair
Y	51452	Ambulance Unit 12	1FDWF36F23EB03347	Ford F-350	2002	Fair
N	55260	Ambulance Unit 20	1GDE4C1256F427123	GMC 4500	2006	Fair

Disposal Comments: Vehicles of no further use to the County and are to be auctioned or otherwise properly disposed of  
with any proceeds from auction to be credited to the appropriate L.O.S.T. Fund.

### INFORMATION TECHNOLOGY (IT Technician):

**N/A**

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: 11/20/2013

Date: 11/20/2013

FROM: Escambia County Department Director (Signature):

Director (Print Name): Michael D. Weaver

RECOMMENDATION:

Date: 12/5/2013

TO: Board of County Commissioners

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 &amp; Comptroller's Finance Signature of Receipt

Date \_\_\_\_\_

---

---

**Property Custodian, please complete applicable portions of reinstatement form.**

rev. sh 11-13-13



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5359

County Administrator's Report 12. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 12/05/2013

Issue: Disposition of Property Requests for Supervisor of Elections

From: David Stafford, Supervisor of Elections

Organization: Escambia County Super. of Elections

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the Requests for Disposition of Surplus Election Equipment for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board approve the three Request for Disposition of Property Forms for the Supervisor of Elections Office, for Election's Equipment (Evid), which is listed on the Disposition Forms.

#### **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 Forms

---

**REQUEST FOR DISPOSITION OF PROPERTY  
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Supervisor of Elections

COST CENTER NO: \_\_\_\_\_

David Stevens

DATE: 11/12/2013

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	55243	Evid	EVID660041	EV4000	2006	working
Y	55242	Evid	EVID660013	EV4000	2006	working
Y	55366	Evid	EVID690001	EV4000	2006	working
N		Evid	EVID660029	EV4000		working
N		Evid	EVID690037	EV4000		working
N		Evid	EVID650041	EV4000		working

Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician):

David Stevens

Print Name

Conditions: \_\_\_\_\_ Dispose-Good Condition-Unusable for BOCC

\_\_\_\_\_ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

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

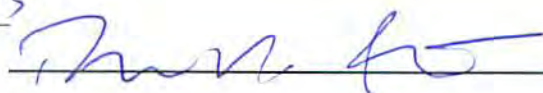
Information Technology Technician Signature: \_\_\_\_\_

TO: County Administration

Date:

11/12/2013

FROM: Escambia County Department Director (Signature):



Director (Print Name):

David Stafford

RECOMMENDATION:

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

TO: Board of County Commissioners

FROM: County Administration

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



**REQUEST FOR DISPOSITION OF PROPERTY  
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Supervisor of Elections

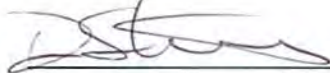
COST CENTER NO: \_\_\_\_\_

David Stevens

DATE: 11/12/2013

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	55237	Evid	EVID650012	EV4000	2006	working
Y	55241	Evid	EVID660029	EV4000	2006	working
Y	55239	Evid	EVID660015	EV4000	2006	working
Y	55238	Evid	EVID660032	EV4000	2006	working
Y	55365	Evid	EVID690005	EV4000	2006	working
Y	55240	Evid	EVID660026	EV4000	2006	working

Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician):

David Stevens

Print Name

Conditions: \_\_\_\_\_ Dispose-Good Condition-Unusable for BOCC

\_\_\_\_\_ Dispose-Bad Condition-Send for recycling-Unusable

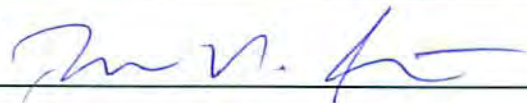
Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

TO: County Administration

Date: 11/12/2013

FROM: Escambia County Department Director (Signature):



Director (Print Name):

David Stafford

RECOMMENDATION:

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

TO: Board of County Commissioners

FROM: County Administration

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

**REQUEST FOR DISPOSITION OF PROPERTY  
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Supervisor of Elections

COST CENTER NO: \_\_\_\_\_

David Stevens

DATE: 11/12/2013

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
N		Evid	EVID690009	EV4000		working
N		Evid	EVID660086	EV4000		working

Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician):

David Stevens

Print Name

Conditions: \_\_\_\_\_ Dispose-Good Condition-Unusable for BOCC

\_\_\_\_\_ Dispose-Bad Condition-Send for recycling-Unusable

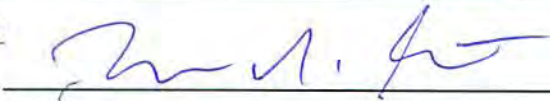
Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

TO: County Administration

Date: 11/12/2013

FROM: Escambia County Department Director (Signature):



Director (Print Name):

David Stafford

RECOMMENDATION:

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

TO: Board of County Commissioners

FROM: County Administration

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-5396**

**County Administrator's Report 12. 6.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 12/05/2013

**Issue:** Request for Disposition of Property

**From:** Gordon Pike, Department Head

**Organization:** Corrections

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning the Request for Disposition of Property for the Corrections Department - Gordon C. Pike, Corrections Department Director

That the Board approve the Request for Disposition of Property Form for the Corrections Department, Road Prison Division, for property which is described and listed on the Disposition Form, with reason for disposition stated. The listed item has been found to be of no further usefulness to the County; thus, it is requested that it be auctioned as surplus or properly disposed of.

#### **BACKGROUND:**

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property has been checked, declared to be obsolete and/or of no use to the County, and suitable to be auctioned or properly disposed.

#### **BUDGETARY IMPACT:**

Possible recoup of funds if/when property goes to auction. Funding: Fund 175; Transportation Trust, Cost Center 290202

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

N/A

#### **PERSONNEL:**

N/A

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

This recommendation is in compliance with FS 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

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

Upon approval by the BCC, the Disposing Department, Constitutional Officer, or Outside Agency must put items in good condition on the "Pensacola Community Auction" website for thirty (30) days. All other property will be disposed of according to the Disposition of County Property policies of the BCC.

---

---

### **Attachments**

Durango Disposal #48500

---

---

**REQUEST FOR DISPOSITION OF PROPERTY  
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

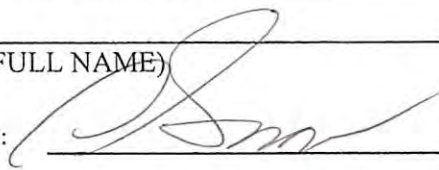
FROM: Disposing Department: Corrections

COST CENTER NO: 290202

Charles S. Snow

DATE: 11/19/2013

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): 

Phone No: 850-937-2105

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	48500	Dodge Durango	1B4HR28Y6YF268748	4X2	2000	Inoperable

Disposal Comments: a lot of issues and is not worth putting the money in to fix.

INFORMATION TECHNOLOGY (IT Technician): \_\_\_\_\_

Print Name

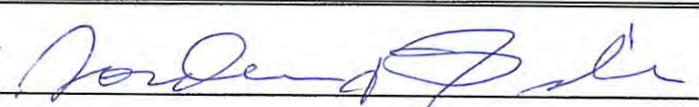
Conditions: ☐ Dispose-Good Condition-Unusable for BOCC

☐ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

TO: County Administration Date: 11/19/2013

FROM: Escambia County Department Director (Signature): 

Director (Print Name): Gordon C. Pike

RECOMMENDATION:

Date: 11/19/2013

TO: Board of County Commissioners

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-5400**

**County Administrator's Report 12. 7.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 12/05/2013

**Issue:** North West Florida Domestic Security Task Force Data Share System Agency Usage Agreement

**From:** Gordon Pike, Department Head

**Organization:** Corrections

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning the North West Florida Domestic Security Task Force Data Share System Agency Usage Agreement - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the North West Florida Domestic Security Task Force Data Share System Agency Usage Agreement:

A. Approve the Agreement with the North West Florida Domestic Security Task Force (NWFDSTF) Data Share System (DSS); and

B. Authorize the Department Director, Gordon C. Pike, to sign the Agreement.

#### **BACKGROUND:**

The North West Florida Domestic Security Task Force Data Share System contains confidential Criminal Justice information. Access to the DSS provides information from RDSTF 1 agencies as well as access to the Florida Law Enforcement eXchange (FLEX). Misuse of the system or the information contained therein is strictly prohibited by statute and by policies and procedures set forth by FDLE.

#### **BUDGETARY IMPACT:**

N/A

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

N/A

#### **PERSONNEL:**

N/A

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

N/A

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

The Corrections Department staff will be responsible for the implementation and the coordination of this agreement.

---

**Attachments**

NW FLorida Task Force Agency Usage Agreement

---





**North West Florida Domestic Security Task Force  
Data Share System  
Agency Usage Agreement**

The North West Florida Domestic Security Task Force (NWFDSTF) Data Share System (DSS) contains confidential Criminal Justice information. Access to the DSS provides information from RDSTF 1 agencies as well as access to the Florida Law Enforcement eXchange (FLEX). Misuse of the system or the information contained therein is strictly prohibited by statute and by policies and procedures set forth by FDLE. As per Florida Statute 943.0544 (2) and (5), in consideration of criminal justice information network and information management and data-sharing networks for "use by the state's criminal justice agencies", "Any entity under contract with the department to perform all or part of the department's information functions or duties shall, as specified in the contract, be performing such functions or duties as a criminal justice agency for purposes of handling, collecting, managing, or disseminating criminal justice information, intelligence, data, histories, and other records. Disclosure of such information to an entity under such a contract does not waive any confidentiality or exemption from disclosure under s. 119.07 or any other applicable law."

Each user of the DSS must have, at a minimum, Limited Access Training and current Criminal Justice Information Services (CJIS) certification for Limited Access. Full Access Training and CJIS certification is also acceptable but not required. At no time shall the agency assign, sub-contract, nor otherwise transfer its rights, duties or obligations of this agreement to any individual not directly employed by the agency. No user may release records obtained through the DSS outside the user's agency, whether through responses to discovery demands, public record requests or any other means. Information obtained from the DSS remains the property of the originating, submitting agency and may not be used as original evidence or considered official records. Printed copies of records obtained through the DSS may not be made part of official case files. The release of DSS records may be accomplished by requesting an official copy of the records from the originating submitting agency. Records obtained through the DSS from agencies outside of Florida are subject to the jurisdiction of such agencies' statutes, rules and regulations pertaining to public records and the use of criminal justice information. Each user is also responsible for reading and abiding by the regulations that governs access to FLEX (see FLEX MOU addendum). By using the DSS, each user acknowledges and accepts the terms of this agreement.

Misuse of the DSS and/or FLEX will result in violators being sanctioned administratively and where applicable will be prosecuted to the full extent of the law. For detailed information regarding computer crimes, refer to Florida Statute 815, known as the Florida Computer Crimes Act. Per Florida Statute 843.17 and 119.07 (3)(i)1, the addresses and phone numbers of active and former law enforcement officers are not public information and are not to be disseminated. Florida Statute 943.0525 mandates the execution of user agreements by all agencies that wish to access and participate in the Criminal Justice Information System. An important provision of the user's agreement is that the "criminal justice agency's failure to comply with laws, rules, and the user agreement shall constitute grounds for immediate termination of services." The agency has the responsibility of all users that the Agency's Data Share Administrator grants access to this system. In addition, the NWFDSTF has approved sanctions against user agencies and agency personnel in the case of terminal misuse or violation of rule or law. Possible sanctions are: **A. Notice or warning of violation, B. Restriction of Service, C. Discontinuance of Service, D.**



Disciplinary action including termination, and E. Criminal and/or civil prosecution. Failure to comply with this agency level usage agreement shall be grounds for immediate termination of services.

The user agency Data Share Administrator (DSA) identified below will be the point of contact responsible for enforcement of this agreement. This agreement states the NWFDSTF will provide training to the agency's DSA. The user agency DSA is responsible for all administrative duties for their agency. These duties include: A. Ensuring agency computers accessing the data share system have updated windows and virus protection software; B. Maintaining all user login information on the system such as adding, deleting and maintaining specific login accounts; C. Training all agency members; D. Periodically review user activity for indications of inappropriate or unusual activity and report findings to the appointed contact for the NWFDSTF DSS or other appropriate individual; and E. For agencies that have servers and provide data to the network, the DSA will i) periodically monitor the agency's RMS data extracted to the Data Share System for accuracy ii) monitor changes and upgrades to the agency's RMS application and iii) report RMS data extract issues and RMS application changes or upgrades immediately to the NWFDSTF DSS appointed contact.

This agreement will stand valid until either: there is a change in an agency signatory (i.e. Agency Head or Datashare Administrator) OR statutory and/or regulatory changes rescind the legality of the agreement. In either case, a new agreement will be required to be signed in order to continue participation in the Northwest Florida Regional Data Share System.

I have read and agree with the above conditions concerning access and administration of the NWF Data Share System and hereby agree to cooperate with any active investigations of misuse. By signing this agreement I also acknowledge and agree to the participation in FLEX.

Agency: Escambia County Corrections Department

Agency Authorization

Agency DSA

Title: Department Director

DSA Title: \_\_\_\_\_

Name: Gordon C. Pike

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

Position: Department Director

DSA Phone #: \_\_\_\_\_

Phone #: 850-595-3100

DSA Email: \_\_\_\_\_

Signature and Date: \_\_\_\_\_

Signature and Date: \_\_\_\_\_



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-5401**

**County Administrator's Report 12. 8.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 12/05/2013

**Issue:** Waiver of the Noise Ordinance for New Year's Eve Fireworks Display at Pensacola Beach Pier

**From:** Donald R. Mayo, Interim Building Official

**Organization:** Building Inspections

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the New Year's Eve Fireworks Display at Pensacola Beach Pier - Donald R. Mayo, Interim Building Official

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the time to include the New Year's Eve fireworks display, sponsored by the Pensacola Beach Chamber of Commerce, at the Pensacola Beach Pier, from 11:59 p.m., December 31, 2013, to 12:10 a.m., January 1, 2014.

#### **BACKGROUND:**

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an environment free from sound and noise disruptive of peace and good order.

#### **BUDGETARY IMPACT:**

N/A

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

N/A

#### **PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Escambia County Code of Ordinances, Chapter 42, Article III. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

**IMPLEMENTATION/COORDINATION:**

The Building Inspections Division will issue a Special Event permit for this exemption.

This application is processed in coordination with the Pensacola Beach Chamber of Commerce and the Santa Rosa Island Authority. Upon approval, the Escambia County Sheriff's Office will be notified of the date, time, and location of this proposed noise waiver.

---

**Attachments**

Application

Site Location Map

---





# BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Development Services Bureau  
3300 N. Pace Blvd., Suite 300, Pensacola, FL 32505  
P.O. Box 17248  
Pensacola, FL 32522-7248  
(850) 595-3550 - Phone  
(850) 595-3512 - FAX  
[www.myescambia.com](http://www.myescambia.com)

SPECIAL EVENT PERMIT

Waiver to Noise Ordinance

Permit Number:

SE 13110028

Building Permit Number:

Approved By:

Date:

Applicant: Pyro Shows, Inc

Phone Number: 800-662-1331

Owner's Name: Lansden E. Hill, Jr.

Phone Number:

Owner's Address: P.O. Box 1776

City: LaFollette

State: TN

Zip Code: 37766

Job Address: Pensacola Beach Pier @ 41 Pickens Road at midnight on  
December 31, 2013

Lot or Apt. Number:

### Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity:

December 31, 2013 – January 1, 2014

Description of Activity: This will be a 10 minute duration aerial fireworks display performed at 12 Midnight.

Beginning Time: 12 Midnight

Ending Time: 12:10 AM

for Pensacola Beach Chamber of Commerce as stated in attached letter.

Remarks or Comments: Fireworks will be launched from the end of Pensacola Beach Pier.

Driving Directions:

Escrow Account Number:

Date: November 6, 2013

Applicant Signature:

Lansden E. Hill, Jr. / *[Signature]*



P.O. Box 1776  
701 West Central Avenue  
LaFollette, TN 37766  
(800) 662-1331  
Fax (423) 562-9171  
www.pyroshows.com

November 7, 2013

Ms. Kathy Peterson  
Escambia County Building Inspectors  
3363 W. Park Place., Suite 300  
Pensacola, FL 32505  
Ph: 850-595-3550

Re: Waiver of Noise Ordinance Permit

Dear Ms. Peterson:

Pyro Shows would like to request a Waiver of Noise Ordinance permit for the fireworks display that will be performed at Pensacola Beach Pier at 41 Fort Pickens Road at midnight on December 31, 2013 for Pensacola Beach Chamber of Commerce. Please find enclosed a special event waiver to the noise application and a check in the amount of \$177. This is for waiver to the noise ordinance for the display that Pyro Shows will perform from Pensacola Beach Pier on December 31<sup>st</sup> at midnight.

If you have any questions or need additional information, please call or e-mail our office. Thank you for your assistance in getting this permit issued.

Sincerely,

Jackie Reynolds

cc: Detreal Jackson

ABC Sports  
Monday Night Football  
Silver Jubilee Celebration  
Abu Dhabi, UAE  
University of Tennessee  
Football Fireworks  
Boomsday Festival  
Knoxville, TN  
Harborfest  
Norfolk, VA  
SunFest  
West Palm Beach, FL  
New Year's Eve  
San Diego, CA  
Rivercade Days  
Sioux City, IA  
Alan Jackson  
"Chattahoochee"  
Dollywood  
Pigeon Forge, TN  
Tennessee Titans  
Nashville, TN  
Toyota Sky Blast  
Tampa, FL  
Lighted Boat Parade  
Jacksonville, FL  
Fourth of July  
Fort Bragg, NC  
Bristol Motor Speedway  
Bristol, TN  
Millennium Celebration  
Fort Wayne, IN  
International Fireworks  
Competition  
San Sebastian, Spain  
Charlie Daniels  
"America"  
Lennox Square  
Atlanta, GA  
Superbowl XXXIX  
Jacksonville, FL  
Fourth of July  
Washington Monument  
Washington, D.C.  
International Fireworks  
Competition  
Stockholm, Sweden  
USS North Carolina  
Wilmington, NC  
Gator Bowl  
Jacksonville, FL  
Dover International  
Speedway  
Dover, DE  
South Carolina Aquarium  
Charleston, SC  
WBT Sky Show  
Charlotte, NC  
Riverbend Festival  
Chattanooga, TN  
North American  
Fireworks Competition  
Virginia Beach, VA



"Professional Fireworks Since 1969"

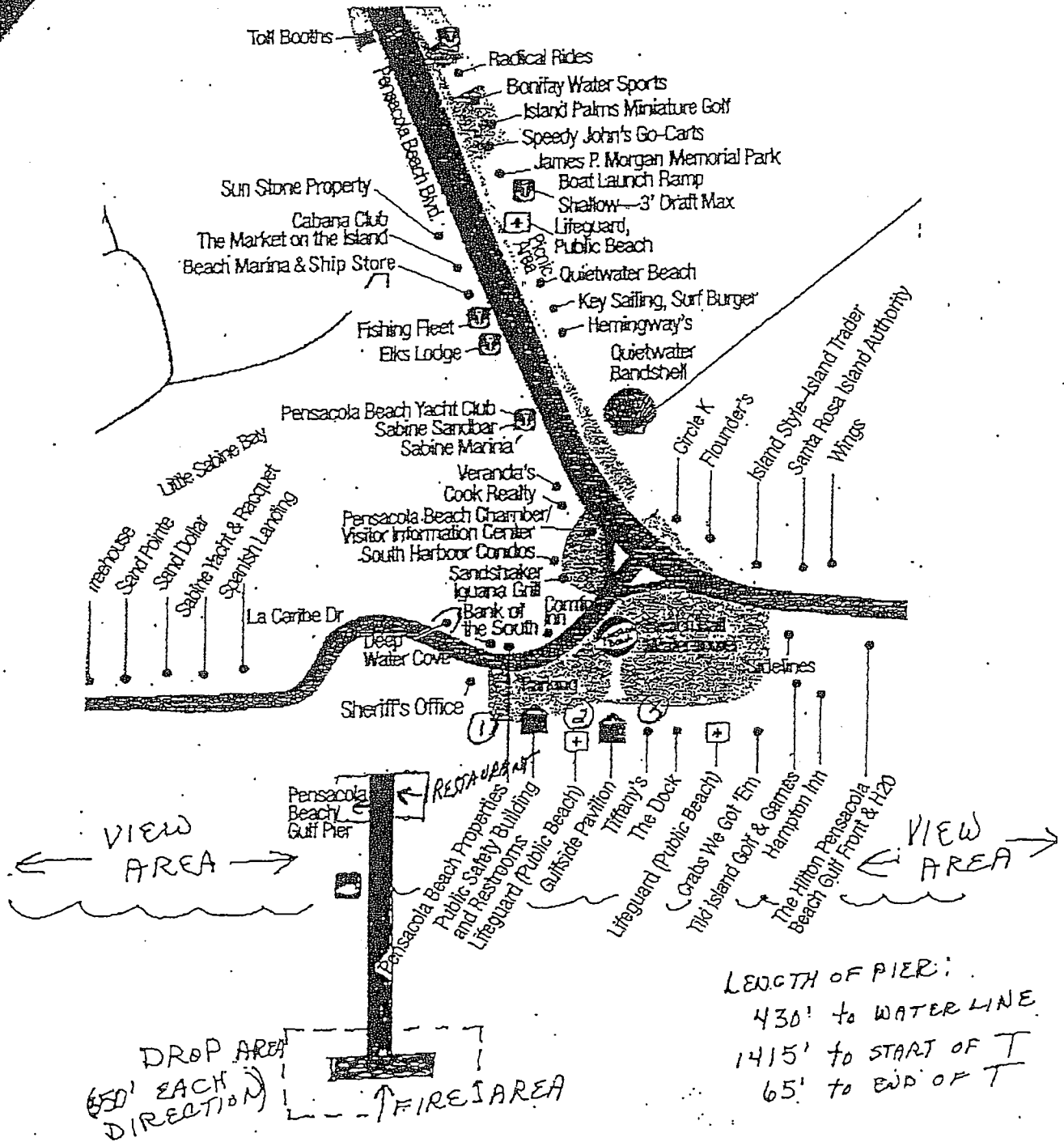


SRIA

Fax: 850-932-1866

Dec 17 2008 06:20pm P002/002

EXHIBITION TO BE CONDUCTED BY  
PYROTECNICO OF FLORIDA LLC  
JOHN FEIGERT - call (770) 842-3977



### FIRE HYDRANTS

- 1- SHERIFF'S OFFICE
- 2- BETWEEN SAFETY BLDG. & GULFSIDE PAVILION
- 3- BETWEEN GULFSIDE PAVILION & THE DOCK





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5408

County Administrator's Report 12. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 12/05/2013

Issue: 2014 BCC Meeting/COW Meeting Schedule

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the 2014 Board of County Commissioners' Meeting/Committee of the Whole Meeting Schedule - George Touart, Interim County Administrator

That the Board approve the 2014 Board of County Commissioners' Meeting/Committee of the Whole Meeting Schedule, as submitted.

#### **BACKGROUND:**

N/A

#### **BUDGETARY IMPACT:**

N/A

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

N/A

#### **PERSONNEL:**

N/A

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

N/A

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

N/A

---

#### **Attachments**

2014 BCC-COW Meeting Schedule

---

**2014**  
**MEETING SCHEDULE**  
**BOARD OF COUNTY COMMISSIONERS/COMMITTEE OF THE WHOLE**  
**WORKSHOPS**

<b>MEETING</b>	<b>DATE</b>	<b>TIME</b>	<b>CAR DEADLINE 9:00 A.M.</b>	<b>C/W DEADLINE 9:00 A.M.</b>
BCC	JAN. 02, 2014	5:30 P.M.	DEC. 16, 2013	
C/W	JAN. 09, 2014	9:00 A.M.		JAN. 03, 2014
BCC	JAN. 16, 2014	5:30 P.M.	JAN. 06, 2014	
BCC	FEB. 06, 2014	5:30 P.M.	JAN. 27, 2014	
C/W	FEB. 13, 2014	9:00 A.M.		FEB. 7, 2014
BCC* (Tuesday)	FEB. 18, 2014	5:30 P.M.	FEB. 5, 2014	
BCC	MAR. 06, 2014	5:30 P.M.	FEB. 24, 2014	
C/W	MAR. 13, 2014	9:00 A.M.		MAR. 07, 2014
BCC	MAR. 20, 2014	5:30 P.M.	MAR. 10, 2014	
BCC	APR. 03, 2014	5:30 P.M.	MAR. 24, 2014	
C/W	APR. 10, 2014	9:00 A.M.		APR. 04, 2014
BCC	APR. 17, 2014	5:30 P.M.	APR. 07, 2014	
BCC	MAY 01, 2014	5:30 P.M.	APR. 21, 2014	
C/W	MAY 08, 2014	9:00 A.M.		MAY 2, 2014
BCC	MAY 15, 2014	5:30 P.M.	MAY 05, 2014	
BCC* (Tuesday)	JUN. 03, 2014	5:30 P.M.	MAY 21, 2014	
C/W	JUN. 12, 2014	9:00 A.M.		JUN. 06, 2014
BCC	JUN. 26, 2014	5:30 P.M.	JUN. 16, 2014	
BUDGET COW	JUL. 08, 2014	9:00 A.M.		JUN. 30, 2014
BUDGET COW	JUL. 09, 2014	9:00 A.M.		JUN. 30, 2014
BCC+	JUL. 10, 2014	5:30 P.M.	JUN. 27, 2014	
C/W+	JUL. 17, 2014	9:00 A.M.		JUL. 11, 2014
BCC+	JUL. 24, 2014	5:30 P.M.	JUL. 14, 2014	
BCC	AUG. 07, 2014	5:30 P.M.	JUL. 28, 2014	
C/W	AUG. 14, 2014	9:00 A.M.		AUG. 8, 2014
BCC	AUG. 21, 2014	5:30 P.M.	AUG. 11, 2014	
BCC	SEPT. 04, 2014	5:30 P.M.	AUG. 22, 2014	
C/W	SEPT. 11, 2014	9:00 A.M.		SEPT. 05, 2014
BCC+	SEPT. 25, 2014	5:30 P.M.	SEPT. 15, 2014	
BCC+	OCT. 09, 2014	5:30 P.M.	SEPT. 29, 2014	
C/W+	OCT. 16, 2014	9:00 A.M.		OCT. 10, 2014
BCC+	OCT. 23, 2014	5:30 P.M.	OCT. 13, 2014	
BCC	NOV. 06, 2014	5:30 P.M.	OCT. 27, 2014	
C/W	NOV. 13, 2014	9:00 A.M.		NOV. 05, 2014
BCC	NOV. 20, 2014	5:30 P.M.	NOV. 07, 2014	
BCC+	DEC. 11, 2014	5:30 P.M.	DEC. 01, 2014	
C/W+	DEC. 18, 2014	9:00 A.M.		DEC. 12, 2014
BCC	JAN. 08, 2015	5:30 P.M.	DEC. 15, 2014	

NOTE: 9:00 A.M. – AGENDA REVIEW WORK SESSIONS HELD ON REGULAR BCC MEETING DATES  
4:30 P.M. – PUBLIC FORUM HELD BEFORE ALL REGULAR BCC MEETINGS  
ALL BCC AND C/W MEETINGS WILL BE HELD IN BOARD CHAMBERS, ROOM 100, 221  
PLAFOX PLACE.  
\*THESE MEETINGS WERE SCHEDULED ON A TUESDAY DUE TO VARIOUS SCHEDULING  
CONFLICTS.  
+THESE MEETINGS ARE NOT SCHEDULED IN THE USUAL SEQUENCE OF REGULAR BCC  
MEETINGS ON THE FIRST AND THIRD THURSDAY AND COW WORKSHOPS ON THE  
SECOND THURSDAY, DUE TO SCHEDULING CONFLICTS WITH CONFERENCES THE  
COMMISSIONERS ATTEND.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-5371**

**County Administrator's Report 12. 10.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 12/05/2013

**Issue:** Appointments to the Escambia County Disability Awareness Committee

**From:** George Touart, Interim County Administrator

**Organization:** County Administrator's Office

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning Appointments to the Escambia County Disability Awareness Committee - George Touart, Interim County Administrator

That the Board take the following action concerning the appointments to the Escambia County Disability Awareness Committee:

- A. Confirm the appointment of Frank G. Cherry, to serve as the District 1 appointee, effective December 5, 2013, and running concurrently with Commissioner Wilson B. Robertson's term of office or at his discretion;
- B. Confirm the appointment of Paul C. Vincent, to serve as the District 2 appointee, effective December 5, 2013, and running concurrently with Commissioner Gene M. Valentino's term of office or at his discretion;
- C. Confirm the appointment of Carla McKinney Thompson, to serve as the District 3 appointee, effective December 5, 2013, and running concurrently with Commissioner Lumon J. May's term of office or at his discretion;
- D. Confirm the appointment of Warren Hamilton Jernigan, to serve as the District 4 appointee, effective December 5, 2013, and running concurrently with Commissioner Grover C. Robinson, IV's term of office or at his discretion;
- E. Confirm the appointment of Teresa H. Langham, to serve as the District 5 appointee, effective December 5, 2013, and running concurrently with Commissioner Steven L. Barry's term of office or at his discretion; and
- F. Approve the appointment of James L. Henkel to serve as one of the two "at-large" appointees, for a four-year term, effective December 5, 2013, through November 20, 2017.

The second "at-large" appointee will be appointed at a future Board of County Commissioners' Meeting.

#### **BACKGROUND:**

On October 17, 2013, the Board of County Commissioners adopted Resolution R2013-126, establishing the Escambia County Disability Awareness Committee (ECDAC) to make recommendations to the Escambia County Board of County Commissioners, regarding issues relating to the disabled community and any other issues requested by the Board of County Commissioners. Each of the five Commissioners on the Board of County Commissioners shall appoint one member to the ECDAC, and each member shall serve concurrently with his or her appointing Commissioner's term. The Board of County Commissioners will collectively appoint two at-large members, who shall each serve a four-year term. All appointments are subject to confirmation by a majority vote of the Board of County Commissioners.

The nominees have expressed their willingness to serve on the Escambia County Disability Advisory Committee; their Resumes 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, Part B.1, 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**

Frank G. Cherry's Bio

Paul C. Vincent's Resume

Carla Thompson's Resume

Warren Hamilton Jernigan's Resume

Teresa H. Langham's Resume

James L. Henkel's Resume

Resolution R2013-126

---

## BIOGRAPHICAL SKETCH

Mr. Frank G. Cherry was born at the Pensacola Naval Air Station Hospital in 1943 and calls Pensacola, Florida, his hometown. He attended Pensacola Catholic High School and enlisted in the U.S. Navy in 1961.

He began his civil service career at the Naval Air Rework Facility, now renamed the Naval Aviation Depot, in 1966. He was accepted for the Apprentice Program in 1969, where he studied aircraft engine mechanics and aircraft electrician trades. He received his certification of completion in the Apprentice Program in 1974.

Mr. Cherry was appointed to the position of Handicap Program Coordinator in January of 1980. Following this appointment, Mr. Cherry established a very successful Reclamation Shop employing physically handicapped and mentally retarded employees.

He has actively assisted in employing over 175 severely handicapped people through the Naval Aviation Depot Handicap Program. He has visited other Naval Aviation Depots, state agencies, and community groups, promoting the placement of handicapped individuals.

The NADEP Handicap Program was featured in Disabled USA Magazine (Fall issue 1982) and Safety and Occupational Health Journal (January/February 1982).

In 1981, Mr. Cherry gave a presentation about job placement of handicapped individuals in the Federal government to the International Symposium on Design for Disabled in Tel Aviv, Israel.

Mr. Cherry received the 1981 Employer of the Year Award from the National Association for Retarded Citizens.

1981, GEICO \$2500 Public Service Award in the area of Physical Rehabilitation.

1982, John E. Fogarty Public Personnel Award from President Ronald Reagan, awarded by the President's Committee on Employment of the Handicapped.

1982, Non-Handicapped Person of the Year from the Pensacola Pen Wheels.

1983, Leadership in Government Award from the American Association of Workers for the Blind, Inc.

1985, Award of Merit from Handicaps U.S.A., Inc.

1985, Certificate of Appreciation for outstanding contributions in making Inspire '85 a successful showcase of the abilities of handicap people from First Lady Nancy Reagan.

1990, George Washington Commemorative Medal awarded from Freedoms Foundation of Valley Forge.

1991, Volunteer of the Year Award from the City of Pensacola, FL.

1993, Service to Mankind Award from the Liberty Sertoma Club.

Mr. Cherry served on the Steering Committee for Special Olympics, at county and district levels and has taken athletes to state games. He serves on the Community task Force for Handicapped concerns. Currently serves on the Board of Directors for Association for Retarded Citizens, Escambia County.

Mr. Cherry has volunteered for the past 30 years as the square dance caller/instructor for the Pensacola Special Steppers. This square dance club is for mentally retarded dancers and has gained recognition by TV's PM Magazine, the President's Committee on Employment of the Handicapped, and the President's Committee on Retardation. They have danced before Congress in support of a bill to make square dancing the National Folk Dance of America. As a member of the United States Square Dance Association, Mr. Cherry established and is co-chairperson of a Committee for the Handicapped Square Dancers of America. They have been recognized nationally on TNN TV and performed at the Sands Hotel, Las Vegas, NV, for the International Square Dance Convention. He serves on the Executive Committee of the National Handicapable Square Dancers of America. The Pensacola Special Steppers will be traveling to Williamsburg Virginia this summer to perform at the National Handicapable Convention.

Mr. Cherry has assisted in organizing over 20 square dance clubs for the mentally retarded individuals throughout the nation.

Mr. Cherry co-directed a musical stage production that benefited the local Association for Retarded Citizens over \$10,000. All the performers were mentally retarded. He selected and edited the music, developed acts, taught performers their parts, and provided input on costumes.

Mr. Cherry retired for Civil Service in November of 1994 and was hired as the Executive Director for the Center for Independent Living (CIL) of Northwest Florida. An organization that provides opportunities for people with disabilities to choose and realize their goals of what and how they learn, live, work and play, which are available to every American.

Mr. Cherry was appointed by the Governor of Florida to the State Independent Living Council in November of 1996 and would represent the thirteen CILs on the council.

Mr. Cherry has presented workshops on Providing Reasonable Accommodations in the Workplace, Attitudinal Barriers to Employment, Conducting Job Analysis for Reasonable Accommodations, Americans with Disabilities Act, and Making Accessible Modifications to your Home or Apartment. The workshops and presentation were presented to the Presidents Committee for Employment of People with Disabilities, EEO Commission, Department of Agriculture, Department of Navy, Department of Air Force, local agencies, etc.

Mr. Cherry had served as the Executive Director for the CIL-Disability Resource Center aka. Center for Independent Living of Northwest Florida for the past 19 years. He has also served on the Governor's Florida Independent Living Council and President of the Florida Association of Centers for Independent.

Mr. Cherry has surveyed Federal Court Houses in Escambia, Santa Rosa and Okaloosa Counties for compliance with the Americans with Disabilities Act. He also surveys business, churches, handicap parking, schools, hurricane shelters, voter registration buildings, etc. He teaches Disability Awareness classes for code enforcement, public officials and various organizations.

He is married to the former Nancy Schuldt of Pensacola for over 50 years. Nancy is a retired Dental Hygienist. They have three children: Janet - 49, David - 43 and Jason 40.

October 28, 2013



## **Resume**

Paul C. Vincent  
7535 Southpointe Pl.  
Pensacola, FL 32514  
Ph. (850) 255-3420  
e-mail: [paul\\_vincent@cox.net](mailto:paul_vincent@cox.net)

### **Career Objective**

To continue to work in the community to be able to build a program to its highest level..

### **Education**

Present	Finishing coursework for a reading endorsement certification
1982	B.S. in Education with concentrated course work in psychology, sociology, and special education.

### **Work Experience**

2008-2009	Contract teacher, Santa Rosa County Public Schools worked as an ESE teacher in full charge of the Read 180 program at the Santa Rosa Juvenile Residential Facility. The program was reviewed by JJEPP and received exemplary status.
2006-2008	Taught at the Santa Rosa Juvenile Residential Facility as the Read 180 teacher in full charge of the Read 180 program. I took this program from failing status to satisfactory status the first year and then to superior status the second year. At this time the school was under contract with Youth Services International in the Santa Rosa County School District.
2005-2006	Santa Rosa County Public Schools, worked as a substitute teacher to gain experience in the classroom setting.
1999-2005	Medicaid provider for the State of Florida, worked in the Brain and Spinal Cord Injury Program providing services on individual cases.
1985-1999	Worked thru VR in providing instruction for college students at PJC who were identify as ESE.

### **Civic**

Sunrise Kiwanis Club, Served on the Board of Directors  
Toastmasters International, Monday Nite Club, Presently serve as VP of membership

### **References**

Available on request.

# **CARLA MCKINNEY THOMPSON**

---

*Address: 1008 Bushwood Drive, Pensacola, FL 32533*

*Phone: (850) 679-4464 (H), (334) 327-0492 (C)*

## **CREDENTIALS / EDUCATION**

---

### **CERTIFICATIONS**

Education Administration (2); Class A, K-12 (2002); Class AA, K-12 (2004)  
School Counseling, Class A; K-12 (06/2005)  
Elementary Education, Class B; 1-6 (2000)

### **UNIVERSITY OF ALABAMA**

Instructional Leadership (Ph.D), Supervision, Curriculum and  
Instruction, Technology  
(ABD: Tentative – 2014)

### **UNIVERSITY OF MONTEVALLO**

Educational Specialist (Ed.S), Educational Administrator (2004)  
Masters of Education (M.Ed), Educational Administrator (2002)  
Masters of Education (M.Ed ), Counseling and Guidance (2001; 2005)  
- School Counseling (K-12)  
- Community Agency Counseling  
Bachelor of Science (BS), Elementary Education (1999)

## **PROFESSIONAL EXPERIENCE**

---

### **MONTCLAIR ELEMENTARY SCHOOL – Pensacola, FL/2011-Present** ***Curriculum Coordinator/Behavioral Specialist/Dean – Pre-K – 5<sup>th</sup> Grade***

- Worked with school leaders and educators to maintain order and discipline throughout the student body and dealt with special cases and issues as necessary
- Advocated for the educational success of students
- Observed and mentored teachers as needed
- Tested students as needed
- Assisted in developing interventions and behavioral modification plans for the purpose of providing a safe and nurturing environment conducive to teaching and learning
- Provided group and individual counseling to at-risk students
- Performed crisis intervention and conflict resolution
- Served as Behavioral Coach for at-risk and special needs students
- Prepared and presented Behavioral Intervention Plan to school stakeholders
- Monitored and assisted at-risk and special needs children
- Prepared and presented conflict resolution programs to at-risk students

### **PENSACOLA STATE COLLEGE – Pensacola, FL/2009 - 2011** ***Director – Educational Opportunity Center – Higher Education***

- Counseled individuals on how to enter college successfully

- Assisted individuals in filling out the FAFSA for financial aid and locating additional financial and academic resources for college entrance and course completion assurance.
- Conducted career assessments to assist individuals in determining their future educational focus.
- Worked with parents, faculty, community businesses, and students in advancing educational and related activities, projects, goals and objectives.
- Delegated responsibilities to staff members and supervised their performance as needed.
- Conducted surveys of targeted populations needs to provide an accurate database for allocation of activities.
- Established and maintained relationships with area secondary and postsecondary institutions and other programs to ensure cooperative referrals.
- Served on advisory committee to share information and received recommendations regarding center activities.
- Evaluated center activities to ensure their consistency with EOC purposes.
- Established and maintained evaluative procedures which provide for ongoing assessment of the effectiveness of the program
- Managed over 7.5 thousand dollars in grant funding ethically and proficiently of monies provided via the federal government's Department of Education.
- Reevaluated and revamped former grant, and formulated new grant team to ensure program continuation

**SHILOH ELEMENTARY SCHOOL – Selma/Sardis, AL/2006-2009**

***Principal – K-6<sup>th</sup> - Departmentalized and Self Contained***

- Assessed, reviewed, structured, and disseminated assessment results as a means of improving classroom instruction and learning
- Supervised, assessed, and directed children in a safe, managed, and nurturing environment
- Maintained confidentiality of all school-related business
- Supervised and monitored student academics, attendance, and behavior
- Worked with department heads and faculty groups in organizing and compiling data for data driven curriculum alignment
- Directed, supervised, observed, taught, and evaluated all teachers, custodian, clerks, and other school employees
- Worked with parents, faculty, community businesses, and student groups in advancing educational and related activities, projects, goals, and objectives
- Assumed responsibility for the implementation and observance of all board policies and regulations by the school's staff and students
- Assumed responsibility for the organization, administration, and control of the school and all activities therein.
- Maintained order and discipline throughout the student body, and dealt with special cases as necessary
- Successfully lead school through SACS Accreditation
- Assisted in recruiting, screening, hiring, training, and assigning of employees

**TIPTON MIDDLE SCHOOL – Selma, AL/2005-2006**

***Counselor/Curriculum & Instruction Specialist – 6<sup>th</sup>-8<sup>th</sup> Gr.***

- Evaluated and disseminated student assessment data
- Assisted administrators and teachers with curriculum and instructional needs via formal and informal assessment results
- Reviewed, assessed, structured, and shared assessment results as a means of improving instruction and learning
- Provided group and individual counseling
- Performed crisis intervention, conflict resolution, and bully prevention
- Taught academic success and future planning skills
- Provided behavioral assessments and behavioral management skills
- Observed, evaluated, and counseled educators via the PEPE and PEPE results
- Coordinated and worked with outside organizations in order to ensure student success (Health Department, Boys/Girls Scout Programs, Police/Fire Departments, Talent Search, Dallas County Summer Feeding Programs, Sardis Community Fellowship Tutoring Program, DHR)

**CRAIG ELEMENTARY SCHOOL – Selma, AL/2002-2005**

***Teacher – 5<sup>th</sup> Grade- Departmentalized and Self Contained/Ed. Admin. Intern***

- Taught and assessed children in a safe, managed, and nurturing environment.
- Maintained confidentiality of all school-related business
- Supervised and monitored student academics, attendance, and behavior
- Worked with department heads and faculty groups in compiling data for data driven curriculum alignment
- Assisted in maintaining discipline throughout the student body, and dealt with special cases as necessary
- Worked with parents, faculty, and student groups as requested in advancing educational and related activities and objectives
- Performed other duties and assumed other responsibilities as requested or required by the school principal
- Proposed and implemented prevention programs.

**OWENS HOUSE – Columbiana, AL/2001-2002**

***Counselor/Counseling Internship***

- Provided individual therapy sessions with abused victims
- Prepared and presented child abuse/conflict resolution programs to students, teachers, counselors, and administrators, in Shelby County schools
- Provided community awareness educational programs
- Maintained confidentiality of clients and their families
- Facilitated and co-facilitated groups for non-offending parents
- Trained and taught parents effective parenting skills

**THOMPSON MIDDLE SCHOOL – 6<sup>th</sup>-8<sup>th</sup> Grade - Alabaster, AL/2000-2001**

***Counseling Practicum/Paraprofessional***

- Provided group and individual counseling
- Performed crisis intervention and conflict resolution
- Served as Reading Coach for special needs students
- Advocated for educational success of students

- Tested students as needed
- Monitored and assisted special needs children
- Taught anger management skills to at-risk students

**SERAAJ FAMILY HOMES – Birmingham, AL/1996-2001**

***Professional Family Teacher/Therapeutic Foster Parent/Counselor***

- Provided educational and family support for abused children
- Implemented crisis intervention and conflict resolution for at-risk adolescents
- Administered self-concept and suicide inventories
- Taught independent and basic living skills, and behavioral management
- Provided behavioral assessments and demonstrated behavioral management techniques

**UNITED STATES ARMY – Stateside & Overseas/1987-1995 – Active  
1995-1998 – Reserve**

***Administrative Specialist/Military Intelligence Administrator***

- Motivated and trained new soldiers to perform required job tasks
- Revamped and organized filing and computer system
- Prepared, received, transported, analyzed, and maintained classified material
- Successfully completed Primary Leadership Development Training - NCO
- Trained in Military Intelligence strategies
- Trained in Military Combat
- Expert Marksmanship
- Possessed Top Secret Clearance

**VOLUNTEER/VOLUNTEER RECRUITER**

- Pensacola State College; Pensacola, FL
- Emergency Management Services (Public Safety); Pensacola, FL
- Alabama Employment Services – WIA/JTPA; Shelby, AL
- University of Montevallo – Career Services; Shelby, AL
- Dallas County Board of Education; Selma, AL
- United States Army

**REFERENCES**

Karen Kessler	TRIO Spv/FA Dir	Pensacola St College	850-484-1686
Rosita Watson	Counselor	Ensley Elementary	850-380-4310
Vickie Poe	Supervisor	Dallas Co Bd of Ed	334-875-3440
Rachelle Burns	Director	Pensacola St College	850-484-1817
Dr. F.M. McKenzie	Superintendent	Dallas Co Bd of Ed	334-875-3440
LaTresa Cardwell	Fmr Spv	Calera Police Dept	205-668-3505

# WARREN HAMILTON JERNIGAN

**BRIEF HISTORY:** Warren H. Jernigan was born to William Clyde Jernigan and Edna Dycus Jones on April 25, 1937 in Pensacola Fl. He grew up in Ferry Pass attending Ferry Pass grade school followed by attendance for two years at Pensacola High School and graduation at Tate High School, class of 1955. Then served in the United States Airforce until 1957. After his duty in the Airforce he took a job as a doorman for the House of Representatives and worked for Congressman Robert Sikes as his legislative assistant. He married Helen Demirtashev on January 31, 1959. Warren and Helen have two sons, Warren II and Robert. During his duties at the House of Representatives he became the Chief Doorman holding that post from 1963 to 1978. Was then stricken by Gullian-Barre' Syndrome, which is a rare type of Polio. He was temporarily paralyzed, which forced his retirement from his positions in Congress. He moved back to Florida to continue outpatient therapy to learn how to walk again. This setback had ruined one of his goals to run in the Boston Marathon, for which he was training just prior to the onslaught of the disease. This did not affect his other aspirations to write a book and to work on restructuring of state and/or national programs. With those goals in mind he was appointed by the Governor to serve as chairman of the Committee on Transportation Disadvantaged and was nominated by The Honorable Joe Oldmixon to replace the former President of the Pensacola Pen Wheels. After being elected in 1978, has continually served in that capacity. He is currently fulfilling his other goal of writing a book on the history of Ferry Pass and has completed about 2/3 of his writing. With his legislative appointments and his involvement as a spokesman for disabled rights, he continues to actively be involved in making Pensacola a better place to live. He and his family attend the First United Methodist Church located on West Wright St. downtown Pensacola. He has two sisters, Carolyn Annette Polston and Audrey Edna Richardson.

## **PAST AND CURRENT APPOINTMENTS:**

President, Pensacola Pen Wheels

Second Vice Chair – Florida Rehabilitation Council

Chair, Florida Bioterrorism Disability Task Force 2003

State Commissioner, appointed by the Speaker of the House, The Honorable John Thrasher, to serve on the Occupational Access and Opportunity Commission. Reappointed by Speaker Tom Feeney to Occupational Access and Opportunity Commission-V.R.

Appointed by governor Lawton Chiles as a member of the Board of Directors overseeing Able Trust

Serve on the Board of Directors of the Northwest Florida Genealogy Society

Served as Vice Chairmen of the Florida State Commission on Ethics

Boy Scouts of America, Gulf Coast Council

Appointed by Governor Bob Graham to serve as chairman of the Commission on Transportation Disadvantaged

Served as Worshipful Master of Federal Lodge #1 F.A.A.M. in Washington DC

Elected Chief Doorman for the House of Representatives

- Served in many other capacities unable to be listed here.

## **Achievements:**

Received Pioneer Descendants Certificate for Jernigan-Whitmire

Inducted into the Americans with Disabilities Act Hall of Fame

Received the Lifetime Achievement Award

Presidential Prayer Breakfast, Washington DC, usher 1971, 1972, 1974-1977

U.S. House of Representatives Doorman's Society. Exemplary Service Award, 1971

U.S. House of Representatives Doorman's Society. Meritorious Service to U.S. Congress 1975

Raised largest amount of money ever for the Masonic and Eastern Star Home, 1977

President of the Worshipful Masters Association of the District of Columbia, 1977

## **SIGNIFICANT EVENTS:**

Invited to join the Presidential Party on Airforce One to travel with President Gerald Ford to address the Louisiana Legislators and to hold meetings and tour the Naval Facilities in Pensacola, Fl.

Met with Donald Trump at his Mar-a-lago estate in Palm Beach, Fl. to jointly plan a fundraiser to benefit Florida disability employment through Able Trust.

TERESA H. LANGHAM  
(850) 232-3402  
[terrielangham@aol.com](mailto:terrielangham@aol.com)

2260 Pine Needles Cr.  
Pensacola, FL 32514

### **SUMMARY OF QUALIFICATIONS**

- Over 30 years of real estate closing experience, including but not limited to title research and reports, preparation of loan closing documentation, accounting of loan funds and disbursements.
- Florida licensed Real estate salesperson since September 30, 1996.
- Customer service and satisfaction

### **PROFESSIONAL EXPERIENCE**

#### **Denis A. Braslow, Attorney at Law/Real Estate Closer, 2001 – Present**

- Preparation of loan closing documents (Residential and Commercial)
- Computer generated title insurance commitments and policies
- Explanation of closing documents, including notarization and recording in the public records.

#### **Connell and Manziek Realty/Real Estate Salesperson, 1996-2001**

- Research properties for sale and preparation of CMA
- Showing of real estate to potential clients
- Coordinate lenders, surveyors, inspections for potential clients

#### **Lawyers Title Insurance Company, Okaloosa Title Company and J.B. Hopkins, Attorney at Law/Real Estate Closer, 1977-1996**

- Supervise, manage and train office staff
- Preparation of loan closing documents (Residential and Commercial)
- Computer generated title insurance commitments and policies
- Explanation of closing documents, including notarization and recording in the public records.

### **SUMMARY OF SKILLS**

- Microsoft Office and Word
- Word Perfect
- Microsoft Windows XP
- Quicken Books

### **ORGANIZATIONAL AFFILIATES**

- Member of St. Luke United Methodist Church
- Member of Pensacola Association of Realtors and National Association of Realtors
- Member of Krewe of Warriors
- Volunteer for Miracle League of Pensacola
- Participant with Relay for Life



# James L. Henkel

10/30/2013



154 Ethel Wingate Dr.  
Pensacola, FL  
james@jascomail.com  
(850)-490-7700

## OBJECTIVES

To gain a position on the Escambia County Disabilities Awareness Committee

## EDUCATION

Pensacola State College  
currently enrolled as a student  
Pre-Law AA

## EXPERIENCE

Island Outfitters  
March 2003 - June 2005  
Kayaking instructor/Guide  
Lowe's  
February 2006 - April 2007  
Garden Center CSA  
Old Navy  
April 2010 - December 2010  
Customer Service Associate

## SKILLS

- ☐ Shepherd Center Volunteer 2007-2010
- ☐ CIL Volunteer/ Community Advocate 2012 - Current
- ☐ ADA Student Advocate 2012 - Current

## REFERENCES

- Jim Hightower  
Professor Pensacola State College  
(850)-484-1367, [jhightower@pensacolastate.edu](mailto:jhightower@pensacolastate.edu)
- Sherri Myers  
CIL/ Community Advocate  
(850)-293-7841, [sherri@cil-drc.org](mailto:sherri@cil-drc.org)
- Cindy Hamrick  
Director Foley Housing Authority  
(251)-943-5370, [Cindy@foleyhousingauthority.com](mailto:Cindy@foleyhousingauthority.com)

ESCAMBIA COUNTY  
CLERK'S ORIGINAL  
10/17/2013/CAT I-1

2013-001069 BCC  
Oct. 17, 2013 Page 1

RESOLUTION NUMBER R2013-126

**A RESOLUTION ESTABLISHING THE ESCAMBIA COUNTY DISABILITY AWARENESS COMMITTEE; DEFINING DUTIES, COMPOSITION, AND ORGANIZATION OF THE COMMITTEE; ENACTING REGULATIONS FOR THE CONDUCT OF MEETINGS OF THE COMMITTEE; PROVIDING FOR A STAFF LIAISON; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Escambia County Board of County Commissioners recognizes the importance of raising awareness of the needs of persons with disabilities in Escambia County; and

**WHEREAS**, the Board finds that such an advisory committee that may assist the Board with issues concerning the disabled community would serve a public purpose; and

**WHEREAS**, at a Committee of the Whole Workshop of the Board of County Commissioners held on September 12, 2013, the Board authorized establishing a seven member Escambia County Disability Awareness Committee.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Escambia County, Florida, that:

**SECTION 1. RECITALS.**

The foregoing recitals are true and correct and incorporated herein by reference.

**SECTION 2. ESTABLISHMENT.**

The Escambia County Board of County Commissioners hereby establishes the Escambia County Disability Awareness Committee (ECDAC).

**SECTION 3. DUTIES OF THE COMMITTEE.**

The ECDAC shall make recommendations to the Escambia County Board of County Commissioners regarding issues relating to the disabled community and any other issues requested by the Board of County Commissioners

**SECTION 4. COMPOSITION.**

The ECDAC shall be composed of seven (7) voting members. All members of the ECDAC shall be electors of Escambia County. Each commissioner on the Board of County Commissioners shall appoint one (1) member to the ECDAC, and each member shall serve concurrently with his or her appointing commissioner's term. The Board of County Commissioners shall collectively appoint two (2) at large members, who shall each serve a four (4) year term. All appointments shall be subject to confirmation by a majority vote of the Board of County Commissioners.

Date: 10/21/2013 Verified By:

## **SECTION 5. OFFICERS AND TERMS OF OFFICE.**

- A. Chairman. The ECDAC shall elect a chairman to preside at all meetings. The Chairman shall be elected in January of each year and shall serve until the first meeting in January of the following year. There shall be no term limits for a member to serve as Chairman.
- B. Vice-Chairman. The ECDAC shall elect a Vice-Chairman to preside and act on behalf of the Chairman during his or her absence. The term of office and method of election for the Vice-Chairman shall be the same as for the Chairman.
- C. Termination of a ECDAC Member. Should any member cease to be an elector of the County or cease to occupy the office or position of responsibility set forth in his or her appointment, he or she shall cease to be a member of ECDAC and shall be replaced by the appointing authority. Members of the ECDAC may be removed by the Board of County Commissioners on the recommendation of the appointing authority. Additionally, the ECDAC shall recommend to the Board of County Commissioners the removal of a member who accrues two (2) unexcused absences from a regular meeting of the ECDAC during the calendar year. Absences may be excused by a majority vote of the members present at any meeting. The ECDAC shall recommend to the Board of County Commissioners the removal of a member who accrues three (3) or more absences from a regular meeting of the ECDAC during the calendar year.

## **SECTION 6. REGULAR MEETINGS.**

The ECDAC shall establish a schedule of regular meetings, which shall be held at least quarterly. A schedule of each year's regular meeting shall be distributed to all members in December of the preceding calendar year.

## **SECTION 7. QUORUM AND VOTING.**

Four (4) members shall constitute a quorum for the purpose of conducting business. Each member shall exercise one (1) vote for all matters subject to a vote of the ECDAC. All matters shall be decided by a majority vote of members present. No member shall abstain from voting unless the member has a conflict of interest.

## **SECTION 8. SPECIAL MEETINGS.**

The ECDAC Chairman may call a special meeting on his or her own initiative and shall call a special meeting on the request of any three (3) members.

## **SECTION 9. LOCATION OF MEETINGS.**

The ECDAC meetings shall be held in a County facility of sufficient size to accommodate those present and at such other locations as the ECDAC may determine from time to time.

**SECTION 10. RULES OF PROCEDURE.**

The ECDAC shall conduct its meetings in accordance with the current edition of *Robert's Rules of Order*, except to the extent that any provision thereof is inconsistent with this Resolution.

**SECTION 11. SUNSHINE LAW.**

The ECDAC shall be subject to and each member shall be responsible for compliance with the Florida Sunshine Law and the Florida Public Records Act.

**SECTION 12. AGENDA.**

The Assistant County Administrator or designee shall, after consultation with the Chairman, prepare an agenda for all meetings. Any ECDAC member may request that a matter be placed on the agenda. The agenda and related materials shall be distributed at least one (1) day prior to the meeting date.

**SECTION 13. MINUTES.**

Minutes shall be kept at each ECDAC meeting. A written summary of the minutes of each meeting shall be prepared from a recording made at each meeting. The written summary of each meeting shall be submitted for approval of the members at the next regular meeting. Each written summary shall reflect the persons in attendance, items discussed, each action taken at the meeting, and the vote of the members on each item presented at the meeting.

**SECTION 14. NOTICE OF PUBLIC MEETING.**

Notice of regular or special meetings of the ECDAC and the time and location of each meeting shall be published to the public.

**SECTION 15. WORKING GROUPS.**

The ECDAC may appoint working groups for purposes and durations as it deems appropriate.

**SECTION 16. STAFF LIAISON.**

The Assistant County Administrator or designee shall serve as the staff liaison for the ECDAC. The staff liaison shall provide support as necessary to carry out the purposes and objective of the ECDAC. The staff liaison shall identify issues and alternatives that may relate to the ECDAC's policies, goals, or programs and bring such matters before the ECDAC for consideration.

**SECTION 17. BY-LAWS.**

The ECDAC shall adopt appropriate by-laws consistent with the provisions of this Resolution.

**SECTION 18. EFFECTIVE DATE.**

This Resolution shall become effective immediately upon adoption by the Board of County Commissioners.

ADOPTED this 17th day of October, 2013.

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

Lumon J. May  
Lumon J. May, Vice Chairman

ATTEST: PAM CHILDERS  
Clerk of Circuit Court

BCC Approved: 10-17-2013

By: Doris Harris  
Deputy Clerk

Date Executed

October 18, 2013



Approved as to form and legal  
sufficiency.

By/Title: [Signature]  
Date: 10/17/13



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-5420**

**County Administrator's Report 12. 11.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 12/05/2013

**Issue:** Appointment to the Board of Adjustment

**From:** George Touart, Interim County Administrator

**Organization:** County Administrator's Office

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning an Appointment to the Board of Adjustment - George Touart, Interim County Administrator

That the Board confirm the appointment of Paul White, Jr., to the Escambia County Board of Adjustment, to serve as one of Commissioner Gene M. Valentino's appointees, replacing Don F. Carlos, who resigned. The term of the appointment will be effective December 5, 2013, and will run concurrently with Commissioner Valentino's term of office or at his discretion.

#### **BACKGROUND:**

Mr. Don F. Carlos has resigned from the Escambia County Board of Adjustment. Mr. Paul White, Jr., has expressed an interest in serving as Commissioner Valentino's appointee; his letter and Resume are attached 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, Part B.1, 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**



## Paul White, Jr.'s Letter and Resume

---

120 Elm Street  
Pensacola, FL 32506  
October 25, 2013

Commissioner Gene Valentino  
Escambia County District 2  
221 Palafox Place, Ste 400  
Pensacola, FL 32502

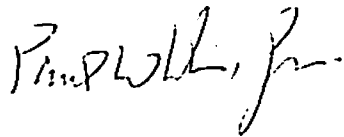
Ref: Escambia County Board of Adjustments

Dear Mr. Valentino:

I would like to be considered as your appointee to the Escambia County Board of Adjustments when the position becomes vacant.

My resume is attached for your review.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul White, Jr.", with a stylized flourish at the end.

Paul White, Jr.

**Paul Gaston White, Jr.**

120 Elm Street, Pensacola, FL 32506

(850) 456-3918 (home) (850) 450-7303 (cell)

e-mail: [pwhite32506@cox.net](mailto:pwhite32506@cox.net)

---

**Education**

Auburn University – B.S. Industrial Engineering – 1977

University of West Florida – Graduate Studies toward MBA – 1990-1992

**Certification**

Florida Professional Engineer License # 42803 issued March 1990

Florida Certificate of Authority # 27320

**Professional Organizations/Activities**

Past member, Institute of Industrial Engineers

Past member, Instrument Society of America – Served as President of Pensacola Section

Past member, Toastmasters International – Won local, regional, and district contests

Past member, Gulf Power Speakers Corps

United Way Loaned Executive 1987, 1988

Gulf Power “Safety City” presenter 1987 – 1994

Past member of two Pensacola Chamber of Commerce Committees: Military Affairs and Utilities

Past member, Escambia County Florida Animal Services Advisory Committee 2012-2013

**Experience**

June 2006 – Present

**Engineer-of-Record – Absolute Aluminum**

1220 Ogden Road

Venice, FL 34285

Absolute Aluminum is a specialty contractor which designs and installs aluminum structures such as screen rooms and screened pool enclosures. Absolute Aluminum is the second-largest contractor of its type in Florida, with a gross income in 2012 of \$8,000,000. I am the sole Professional Engineer employee at the company. The company’s Certificate of Authority to perform engineering services in Florida is based on my Florida PE. As a result, I am:

-Responsible for the design, review, and approval of jobs requiring engineering work.

-Responsible for ensuring that all designs meet accepted engineering standards and the Florida Building Code.

-Responsible for maintaining effective communication with building inspectors in four counties in south Florida to ensure a timely approval process and efficient construction.

-I work with a staff of six employees who design structures and ensure proper permitting of jobs prior to construction.

January 2004 – April 2006

**Engineer – Irby Engineering & Construction Co., Inc.**

94 East Garden Street

Pensacola, FL 32502

-Responsible for initial customer contact/new project review.

-Developed initial unit owner tracking system for renovation of 155 unit Seaspray Condominium.

-Performed home and commercial structure inspections.

-Performed “work in place” inspections of subdivision development construction for local bank.

April 1992 – March 2005

**Owner, Paul White Photography**

1110 North Palafox Street

Pensacola, FL 32501

Wedding and Portrait photography

Litigation photography for Kinsey, Troxel, Johnson & Walborsky

March 1984 – November 1997

**Engineering Department, Western Division – Gulf Power Company**

P. O. Box 1151, Pensacola, FL 32520-1151

Duties included:

-Area Engineering: Responsible for the design and preparation of construction, operation, and maintenance work orders involving the design of overhead and underground single phase and three phase distribution lines from the substation to the user. Position is a primary point of contact between the customer and Gulf Power. Average estimated value of design work per year: \$800,000. Used computer database, planning, and tracking programs in normal course of work.

-Joint Use Coordinator: Primary point of contact, in Western Division, between Gulf Power and telephone and cable TV companies that attach to Gulf's pole line. Responsible for coordinating the attachment, transfer, and removal of attachments on poles. Responsible for maintaining accurate billing for attachment rental. Responsible for transfer of ownership of poles to Southern Bell as required.

-Transmission Right-of-Way Coordinator: Responsible for maintenance of over 250 miles of transmission right-of-way in Escambia and Santa Rosa Counties. Directed the efforts of contract clearing crews of up to 20 men. Responsible for investigating encroachments on Gulf Power's right-of-way. Responsible for a budget of \$200,000.

-Member of Environmental Audit Team: Responsible for performing internal audits of Gulf's departments to ensure compliance with all applicable regulations.

**December 1982 – March 1984**

**Industrial Sales Associate, Water Treatment and Controls Co.**

**905 Lowndes Ave., Pensacola, FL 32507**

- Responsible for industrial, military, and municipal sales and service of water treatment equipment, water handling equipment, and industrial controls.
- Developed company system for investigating, tracking, and bidding on government jobs. ---
- Responsible for 55 military and government accounts in a five-state area.

**April 1982 – November 1982**

**Industrial Sales Associate, Control Specialists**

**Birmingham, AL**

- Provided sales and support on a broad range of equipment including pressure and temperature switches, level and flow measurement equipment, control valves, and chlorination equipment.

**June 1977 – January 1982**

**Unrestricted Line Officer, U.S. Navy – Highest Rank: Lieutenant**

**-Top Secret clearance**

**September 1979 – January 1982**

**Served aboard USS Koelsch (FF-1049) as Combat Information Center Officer and as Electrical Officer. Collateral duties included Secret Control Officer and Nuclear Weapons Security Officer.**

**-Supervised up to fifteen personnel in OS (Operations) Division and Electrical Division**

**November 1978 – August 1979**

**Surface Warfare Officer School, Newport RI, Combat Information Officer School, Dam Neck, VA**

**March 1978 – November 1979**

**Naval Flight Officer School, Pensacola, FL. Completed Ground School, Transferred to VT-10, completing 10 flights in T-2 Buckeye aircraft.**

**June 1977 – February 1978**

**Officer Recruiting Duty, Montgomery, AL**



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-5421**

**County Administrator's Report 12. 12.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 12/05/2013

**Issue:** Appointments to the Escambia County Animal Services Advisory Committee

**From:** George Touart, Interim County Administrator

**Organization:** County Administrator's Office

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning Appointments to the Escambia County Animal Services Advisory Committee - George Touart, Interim County Administrator

That the Board take the following action concerning appointments to the Escambia County Animal Services Advisory Committee:

A. Confirm the appointment of Mrs. Deane Halvorsen, replacing Mr. Paul White, Jr., who resigned, as Commissioner Gene M. Valentino's appointee to the Escambia County Animal Services Advisory Committee, with the term of appointment to be effective December 5, 2013, and to run concurrently with Commissioner Valentino's term of office or at his discretion; and

B. Confirm the appointment of Ms. Angel Lint, replacing Ms. Cheryl Isler, who resigned, as Commissioner Wilson B. Robertson's appointee to the Escambia County Animal Services Advisory Committee, with the term of appointment to be effective December 5, 2013, and to run concurrently with Commissioner Robertson's term of office or at his discretion.

#### **BACKGROUND:**

Mr. Paul White, Jr., has resigned from the Escambia County Animal Services Advisory Committee. Mrs. Deane Halvorsen has expressed an interest in serving as Commissioner Valentino's appointee; her email message and Resume are attached for review.

Ms. Cheryl Isler, has resigned from the Escambia County Animal Services Advisory Committee. Ms. Angel Lint has expressed an interest in serving as Commissioner Robertson's appointee; her Resume is attached 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, Part B.1, 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**

Mrs. Deane Halvorsen's Email and Resume

Angel Lint's Resume

---



## Dean Kirschner

---

**From:** Halvorsen, Deane CIV NETC [deane.halvorsen@navy.mil]  
**Sent:** Thursday, September 19, 2013 12:21 PM  
**To:** Gene M. Valentino  
**Cc:** Dean Kirschner; drhalvorsen@att.net  
**Subject:** ASAC Vacancy

Commissioner Valentino:

I understand the District 2 representative to the ASAC has resigned. This is to express my interest in filling that vacancy.

My husband Terry and I have lived in District 2 since 1986 (Lake Charlene subdivision) and raised our two sons here. I'm a career employee of the Department of the Navy, serving at the Naval Education and Training Command headquarters at NAS Pensacola. My involvement with animals started about 4 years ago. I rescue and foster animals for adoption, spay/neuter and immunize abandoned animals, and have worked with individuals from the local rescue groups on efforts like the free spay/neuter surgeries for low-income households. I appreciate both the very difficult job our county Animal Services folks have to carry out and the concerns of our local animal advocacy groups, and I very much support the idea of having a committee like the ASAC to advise the Board of Commissioners.

I hope you will consider me for the committee. I will follow with a resume.

Respectfully,  
Deane Halvorsen

-----  
Deane Halvorsen  
Naval Education and Training Command  
NETC N528  
Office: 850.452.8128 dsn 459  
Mobile: 850.393.7463  
[deane.halvorsen@navy.mil](mailto:deane.halvorsen@navy.mil)

Deane Halvorsen  
 7040 Lake Joanne Dr.  
 Pensacola, FL 32506 US  
 Day Phone: 850-452-8128  
 Mobile: 850-393-7463  
 Email: deane.halvorsen@navy.mil

**Country of Citizenship:** United States

**Veterans' Preference:** No

**Registered for Selective Service:** I am a female, and therefore I am exempt from registering with the Selective Service

**Highest Grade:** 13

**ICTAP Eligible:** No

**Availability:** **Job Type:** Permanent  
**Work Schedule:** Full-Time

**Desired locations:** US - FL - Pensacola  
 US - FL - Escambia County  
 US - FL - Santa Rosa County

**Work Experience:** **Naval Education and Training Command** **04/2005 - Present**  
 250 Dallas St. **Hours per week:** 40  
 Pensacola, FL 32508 US **Series:** 1515 Pay Plan: GS Grade: 13  
**Operations Research Analyst (This is a federal job)**  
**Supervisor:** Ms. Lauren Mate (850-452-2826)  
**Okay to contact this Supervisor:** Contact me first  
 Operations Research Analyst supporting the Naval Education and Training (NETC) headquarters Assessment, Training  
 Operations and Education Management divisions

Major duties include research and analysis of critical training and education system problems as prioritized by Navy leaders for assessment and development of innovative strategies and solutions; identification, development and implementation of procedures for the establishment and maintenance of databases and systems containing information necessary to perform business analytics, business cases, etc.; and performance of a variety of analytic assignments related to the overall effectiveness and efficiency of the Navy training mission, strategic objectives and policies, providing recommendations and advisory services on training business operations issues and opportunities.

Developed prototype multidimensional cost model for NETC technical training using ALG Activity Analysis, incorporating a novel "product lines" concept into the data models to address granularity problems inherent in earlier "cost to train" efforts

Served as technical lead for NETC Task Force Training Management, a long-term special project team established to assess, investigate and address NETC training management data quality and integrity concerns, with a particular focus on the Corporate Enterprise Training Activity Resource System (CeTARS). I was instrumental in developing the CeTARS Monitor as a web-based tool accessible to all NETC stakeholders in CeTARS data quality and timeliness. The CeTARS Monitor has been adopted as the basis for NETC's CeTARS training management data integrity program and related data quality metrics

I led a multi-year effort to correct a serious structural misalignment of CeTARS data with the NETC organizational structure established by the "Revolution in Training", a problem affecting virtually all CeTARS data and analytics and not resolved by the CeTARS development team. I developed a methodology to safely realign the data without operational disruption and successfully executed thousands of course data realignments to fully resolve the data alignment problem

Serve as the Data Steward to the Manpower, Personnel, Training and Education (MPTE) Enterprise Information Management (EIM) Board and have participated in major EIM initiatives including the Authoritative Data Environment Prototype, the Authoritative Data Warehouse development, implementation, and the Personalized Recruiting for Immediate and Delayed Enlistment (PRIDE) Modernization Release I interface development and Release II functional requirements review. I hold a mastery level data management certification. I also provide the data management review of information service requests for the Workforce Development Functional Requirements Board.

I developed the processes and specifications for a dynamic interface between CeTARS and the Army Training Requirements and Resources System (ATRRS) to support the single registrar system concept for the tri-service medical campus at Ft. Sam Houston mandated by BRAC 2005. This is the first CeTARS interface to support the production of CeTARS student records from an other service data source and meets Navy production management requirements for student reporting with timeliness and quality to that produced by direct CeTARS entry and was implemented without incident. I developed an innovative approach to accommodate Army processes for student acceleration and setback, resolving a crucial problem for developers

I expanded a major component of the CeTARS data model to incorporate authoritative activity data, providing a basis for improving the data integrity of the course catalog, for correcting the alignment of learning site training management statistics to NETC learning centers for improved business analytics, and to support NETC's manpower management division with additional query and analysis capability. I have initiated numerous improvements to processes and business rules to improve data model integrity within the system

I developed and presented NETC management with a new process to produce automated "follow-on" recruit training reservations to resolve a major production management problem with the current processes and interfaces between

CeTARS and PRIDE. Adoption of this approach has eliminated the need for a very complex and high-risk initiative to use CeTARS training "pipeline" structures for recruiting.

I routinely assist NETC training activities and non-NETC training agents with a variety of matters related to the validity and alignment of training management data, coordinating corrective action with the appropriate systems and points of contact.

**SRA International, Inc.**  
4300 Fair Lakes Court  
Fairfax, VA 22033 US  
**Principal**

**10/1998 - 04/2005**  
**Hours per week: 40**

Served as Senior Member of the Professional Staff and Principal for an information technology services and consulting firm supporting the Naval Education and Training Command (NETC) Assessments Division, the NETC Command Information Office (CIO) and the Naval Personnel Development Command (NPDC) on a wide variety of projects.

Developed the methodology, strategy and architecture for a new NETC Activity-Based Costing and Management (ABCM) modeling initiative. Developed a prototype cost ABCM model for Recruit Training Command using a PC-based modeling product. Researched, developed specifications for, and oversaw implementation of hardware and software for an enterprise scale multidimensional activity-based costing model platform (AIG Activity Analysis).

Led a technical team supporting projects including conception and implementation of NETC headquarters intranet services; implementation of pilot IP-based desktop video conferencing capability and extension of NETC headquarters network to OPNAV offices to enhance collaboration and implementation of headquarters conference and presentation facilities.

Supported NETC CIO staff in strategic integration planning for enterprise training management systems.

Employed SRA International, Inc.'s rigorous project management practice, conducting monthly reviews using qualitative and quantitative analyses to assess various dimensions of project status and to project costs and revenues.

Position required advanced level of proficiency in research and fact-finding, system analysis, requirements analysis, data analysis, economic projections, coordination and team leadership, problem solving, decision making and project management. Assignments required ability to apply research methodologies and integrated findings to identify issues and to develop new approaches, techniques and strategies.

**NETPDT**  
6490 Saufley Field Rd  
Pensacola, FL 32509 US

**01/1995 - 10/1998**  
**Hours per week: 40**  
**Series: 0391 Pay Plan: GS Grade: 13**

**Supervisory Computer Specialist/Telecommunications** (This is a federal job)  
**Head of Network Services Branch, Technical Services Division.**

Principal architect of the NAVEDTRACOM's first Internet Protocol (IP) based enterprise network. Led a team of technical professionals responsible for the development, implementation and operation of IP-based network infrastructure supporting enterprise applications and intranet/Internet access services throughout the NAVEDTRACOM commandancy. Continued development and expansion of schoolhouse and campus local area networks (LANs) nationwide, introduced IP-based services and new technologies to modernize legacy LAN implementations, and integrated schoolhouse/campus LANs, electronic classrooms and learning resource centers into the nationwide enterprise network infrastructure.

My team provided specialized networking services and expertise to NAVEDTRACOM system managers and regional customer support centers. Projects included advanced requirements analysis; network hardware/software configuration planning and procurement support; design and implementation of network infrastructure and services; technical standards and procedures development; network security support and systems performance measurement and utilization.

Developed and delivered persuasive presentations for proposed new projects, initiatives and designs. Represented the organization at Navy, DoD and other conferences addressing networking issues; served on associated working groups and boards.

Supported development of departmental budget and preparation of submissions related to programming, budgeting and assessment processes. Provided cost estimates, spending plans, cost/benefit and business case analyses.

Job performance required advanced skills in analysis of systems, requirements and data and in problem solving, design and decision making to create new and innovative architectures and solutions for the NAVEDTRACOM. Branch Head responsibilities demanded skills in team leadership, project management and resource planning. Position demanded constant research and analysis of technology trends, developments and marketplace offerings and the ability to apply this research to assigned projects and mission accomplishment.

**NETPMSA**  
6490 Saufley Field Rd.  
Pensacola, FL 32509 US  
**Computer Specialist** (This is a federal job)  
**System/network architect and section head, Technical Architecture and Configuration Management Branch.**

**05/1986 - 01/1995**  
**Hours per week: 40**  
**Series: 0334 Pay Plan: GS Grade: 13**

Provided technical reviews, requirements analyses, configurations and cost estimates for networked systems solutions to support new information technology implementations and life cycle management documentation. Developed technical solutions for numerous projects establishing the first standards-based local area network implementations throughout the Naval Education and Training Command (NAVEDTRACOM) domain. Solutions included detailed configurations for computer system and server hardware and software, network infrastructure elements and structured cabling systems. Strategized and coordinated procurements; evaluated available sources and procurement vehicles.

recommended best alternatives for timely and effective project implementation and monitored progress through completion.

Recognized expert and principal advisor for planning and acquiring network facilities and services required to operate mission essential enterprise systems and to integrate local area network installations throughout the NAVEDTRACOM. Provided technical expertise on networking requirements and capabilities; assisted management in formulation of short and mid range goals and objectives and developed the telecommunication components of the NAVEDTRACOM Technical Architecture Plan. Assessed performance of communication facilities to propose improvements and achieve standardization across regional support centers. Maintained network inventory databases and diagrams representing network configurations and architectures

Researched developments in network and communications technology for innovative concepts, methods and techniques adaptable to NAVEDTRACOM requirements.

Supported departmental budget planning, presentation and justification and prepared supporting documentation for departmental budget submissions. Developed cost/benefit analyses for decision support and information system life cycle management

Job performance demanded extremely strong skills in requirements and data analysis; technical architecture planning and configuration; and the ability to apply rapidly changing technologies to create workable, cost-effective solutions and implementation strategies. Assignments required meticulous attention to detail and ability to assess and manage risks, ensuring the technical solutions developed could be successfully procured and implemented. Project documentation and briefing requirements required ability to effectively organize information for analysis and presentation, excellent writing skills, and effective oral communication

#### NETPMSA

Naval Education and Training Program  
Management Support Activity  
6490 Saufley Field Rd  
Pensacola, FL 32509 US

06/1982 - 05/1986

Hours per week: 40

Series: 0334 Pay Plan: GS Grade: 12

**Computer Specialist** (This is a federal job)

Computer systems analyst/programmer supporting development and maintenance of Naval Education and Training Command information systems. Lead programmer/analyst for student management module of Navy-wide training management and administration system; lead programmer/analyst for Navy ROTC training management system; lead analyst for project to develop standard system to support undergraduate aviator training. Analyzed functional and technical requirements for computer systems; developed and tested computer program code; analyzed execution of computer programs and evaluated results; developed and maintained complex self-restarting job control streams for mainframe job execution.

#### Pensacola Junior College

Pensacola, FL US

**Instructor/Adjunct Instructor**

Adjunct Instructor, then full-time Instructor, Computer Science Department.

03/1981 - 06/1982

Hours per week: 40

#### Blue Cross and Blue Shield of Delaware

Wilmington, DE US

**Programmer/Analyst, Staff Assistant**

Staff Assistant to Director, Data Processing Operations; promoted to Programmer/Analyst

01/1979 - 09/1980

Hours per week: 40

#### Education:

**Institute for Certification of Computing Professionals (ICCP)** Des Plaines, IL US  
Technical or Occupational Certificate 03/2011

#### Relevant Coursework, Licenses and Certifications:

Certified Data Management Professional - Mastery Level  
Specialties in Data Management Core, Data Development

#### University of West Florida Pensacola, FL US

Master's Degree 12/1982

GPA: 3.96 of a maximum 4.0

Credits Earned: 30 Semester hours

Major: Systems Analysis/Business Honors: Summa Cum Laude

#### Relevant Coursework, Licenses and Certifications:

Operations Research (9 credits)

Data Base Architecture (6 credits)

Management of the DP Function (3 credits)

Economics of Computers (3 credits)

Public Personnel Administration (3 credits)

From Widener University, Chester, PA. MBA program (transfer credits)

Managerial Accounting (3 credits)

Macro Economics (3 credits)

#### Robert Morris University Coraopolis, PA US

Bachelor's Degree 12/1978

GPA: 4.0 of a maximum 4.0

Credits Earned: 120 Semester hours

Major: Business Information Systems Honors: Summa Cum Laude

#### Relevant Coursework, Licenses and Certifications:

NOTE: Institution was Robert Morris College at the time I attended; now Robert Morris University. There is now an unrelated institution with the name "Robert Morris College".

Calculus (3 credits)

Statistics and Probability (6 credits)  
Systems Analysis/Computer Programming (21 credits)  
Analytic Methods (3 credits)  
Accounting (6 credits)  
Cost Accounting (3 credits)  
Economics (6 credits)  
Business Management, Marketing, Policy, Law (21 credits)  
Transportation and Physical Distribution Management (3 credits)  
Production Management (3 credits)

North Hills High School Pittsburgh, PA US  
High School or equivalent 05/1976

**Job Related Training:** Practical Comptrollership, Naval Postgraduate School  
Activity-Based Cost Management, Managing Costs and Performance, 2004 (24 hrs).  
CAM-I Cost Management Summit for Government and Defense w/Performance Based Budgeting Seminar, 2004 (20 hrs)  
Project Management, SRA International, 2002 (40 hrs)

**Additional Information:** Meritorious Civilian Service Award, May 1997

ANGEL LINT

7858 Lenora Ct.

Pensacola, Florida 32526

Tel: 8504574588 Cell: 8507124691

Email: [a-luvs-t@hotmail.com](mailto:a-luvs-t@hotmail.com)

---

### **OBJECTIVE AND SKILLS**

I have performed a multitude of duties at all my jobs. My managers have looked to me to make sure everything runs smoothly on my shift, and have trusted me to make judgment decisions when needed. I am able to perform multiple jobs at one time, with my number one priority always being customer service and satisfaction. I have mainly worked high-volume, high pressure jobs and have always excelled and been looked to by my management to take on heavier loads than others. I like to learn everything about a job so that I can be more productive to myself, the company, and those I work with. I currently run a team of 13 people. I provide them their weekly performance stats to ensure they are meeting company standards. I provide encouragement and technical guidance to ensure they are providing accurate information to each customer. I perform quality assurance on each team member and give feedback to improve that performance. I learn new things every day to improve myself and my workplace and I share that knowledge with my team and co-workers to guide them as well. My objective is always to be the best that I can be wherever I am, to always rise above the rest and to be consistent and productive in all areas.

My skills include but are not limited to proficient use of Microsoft Office, including Excel, Power Points, Publisher and Word as well as internet search engines such as Bing and Google. I use all of these on a daily basis to set coaching plans and to show progress or areas of improvement; as well as helping to resolve the customer's issues.

I also am active in charitable organizations that help save, rescue, and educate on animal issues, dealing with abuse, neglect, and quality of life. I help foster and adopt animals into loving homes and ensure that the public is educated on different laws and issues involving animals. Through doing this it has helped me become a better person and leader; it allows me to be more flexible to a multitude of different personalities and situations ensuring that I can rise to the occasion quickly and with positive results.

## **WORK HISTORY**

APRIL 2008-PRESENT

CSR/TECHNICAL SUPPORT/OUTBOUND CASE GROUP/PRODUCTION TEAM LEAD

WEST CORPORATION

PENSACOLA, FLORIDA

CSR APR 14 2008- FEB 23 2009

As a CSR (Customer Service Representative) I processed all incoming calls for the at&t line group. I used not only all the tools that the company provided me but also my customer service knowledge to resolve each customers issue in a timely and always with the company reputation in mind. I did everything from new activations, payment processing to technical troubleshooting of both network and equipment issues.



#### TECHNICAL SUPPORT FEB 23 2009- FEB 18 2010

As a Technical Support agent I provided advanced troubleshooting for all unresolvable issues from the CSR level. I used advanced tools and internet access in order to determine the root cause of customer issues and resolved or created technical case tickets to escalate to the next level of support. I used my previous knowledge of issues as well as my fellow technical support agent's knowledge to ensure that each customer's issue was resolved or that it was sent to where it would be. In this group I was able to report new issues to the company to ensure widespread outages and equipment issues were dealt with in a timely manner.

#### OUTBOUND CASE GROUP (CSK) FEB 18 2010- JAN 31 2011

In the Outbound Case Group I received all the technical cases that required customer contact, either for resolution updates or more information. This group was a specialty group of only 4 to 5 people and required long hours of research and troubleshooting. I used the internet and advanced search engines to find sometimes obscure information to resolve customer's issues. I had to make contact with different service areas of our company depending on the issue and make sure they understood what the issue was and the testing done. In this group I was able to get a vast working knowledge of different systems and issues and use that knowledge to share with the rest of the site in order for quicker resolve and time saving for both agents and customers.

#### PRODUCTION TEAM LEAD JAN 31 2011- PRESENT

In my current position of Production Team Lead I perform a large multitude of duties. I currently run a team of 13 agents but have had teams as large as 37. I make sure that each day I make contact with my team to set our daily focus and have a plan of action for each agent. I guide and develop each agent through live monitoring and coaching to ensure they are being successful. I use Leap tactics such as development sessions, skill transfers, acceleration huddles, hot laps and rapid fires to ensure each agent is developing in each of their areas of focus quickly and effectively. I reach out to other coworkers for sharing of coaching

tactics and advice that we can all use to be successful. I have a proficient knowledge of systems and policies to use in my coaching and am able to use flexible teaching styles to cater to each agents learning style. I set up supplemental classes to provide deeper skill understanding in areas of needed improvement for each agent. I follow up repeatedly on each area of focus to ensure success or to use new tactics for improvement. I make sure all agents learn tools and procedures to provide excellent customer service on every call and give them the resources to be effective and confident in all areas. I make sure my agents hear themselves on calls to develop self-discovery of areas for improvement. I also use calls in a group calibration setting to allow teammates to share knowledge and constructive feedback to not only use for learning but for team building. I provide new updates in procedures and products to all agents in a timely fashion to ensure they all have the tools available to them. I also help my fellow Team Leads in any areas of coaching or development that they need assistance. I use spreadsheets and reports to stay on top of areas of needed improvement and to calculate performance both individually and in a group. I make sure all agents are aware of how all metrics work and are calculated, and give them the information to progress in all areas of the work environment. I also perform extra duties throughout the day. I ensure that the line groups are staffed accordingly and that we are meeting availability in all groups. I stay in touch with management to keep apprised of ongoing issues and also to report any situation that may arise throughout the day. I have performed the duties of closing manager that includes but not limited to, writing corrective actions for failure to follow call in procedures, file time logs of SME's and ensuring that all agents have logged out of the phone and that all agents and Team Leads have accurate punches for time logs. I send out reports to management and update the hotline for the next day.

DEC 2005-MAY 2008

SALESPERSON

WAFFLE HOUSE INC.

## PENSACOLA FLORIDA

I performed multiple duties at this job. I greeted customers, provided answers to any questions during the ordering process, gave orders to my cooks (and sometimes cooked myself), totaled and taxed all orders, cashed out customers, cleaned tables and washed dishes, all while providing very personal and excellent customer service to all customers. I also trained new employees on shift expectations and job duties and made sure new situations were dealt with quickly and to the best of all parties involved. I balanced cash receipts and reported taxes for shift sales.

JUNE 2006-NOVEMBER 2006

CASHIER

EXPRESZIT (BP)

CANTONMENT, FLORIDA

I performed all basic cashier duties as well as took inventories, stocked shelves, received deliveries and ran high volume lottery sales. I ran nightly reports and balanced the sales reports.

NOVEMBER 2005-MAY 2006

ASSISTANT MANAGER/CASHIER

BP

PENSACOLA, FLORIDA

I performed all basic cashier duties as well as extended management duties. I created all the daily banks for cashiers and made sure reports were ran as well as banks were balanced. I ran and translated gas reports and distributed them to

different companies in a timely manner. I received deliveries and took inventory as well as trained new employees on their job duties.

JUNE 2003-FEBRUARY 2006

MANAGER

THE STATION BAR

PENSACOLA, FLORIDA

I was the operating manager of the bar. I took care of all duties of an owner. I hired all new employees and also did any terminations as needed. I made sure that inventory was strictly observed and that all items remained stocked to ensure customer satisfaction. I organized weekly events to produce added business and worked with radio stations to ensure we were reaching out to new areas and groups to grow the business. I organized charitable events to help support local families raise money for emergency situations and made sure many local companies as well as competitors were involved.

FEBRUARY 1997-AUGUST 2004

SERVER, BARTENDER, CASHIER, HOSTESS, MANAGER

MESQUITE CHARLIE'S STEAKHOUSE

PENSACOLA, FLORIDA

I performed a multitude of duties throughout my career at Mesquite Charlie's. I was a server, hostess, cashier, bartender as well as shift manager. I made sure I gave excellent quality service to tables sized anywhere from 2 people to 400. As a manager I provided interviews to new perspective employees as well as the termination of employees when necessary. I made floor schedules and organized party bookings, planned menus and made sure that all the customer's requests

were met in a timely manner. I made sure that any situation that arose in this high volume environment was dealt with quickly and to the best of all parties involved. My owners looked to me for creativity and support for ensuring success.

**\*\* WON AWARD FOR SALES IN EXCESS OF \$100,000.00 IN A YEAR.**

#### EDUCATION

AUGUST 1987-JUNE 1990

WOODHAM HIGH SCHOOL

PENSACOLA, FLORIDA

I moved to Florida in my sophomore year of school and graduated in the top third of my class.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5317

County Administrator's Report 12. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/05/2013

Issue: Supplemental Budget Amendment #039 - BP Promotional Fund Grant

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #039 - Amy Lovoy,  
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #039, Other Grants and Projects Fund (110) in the amount of \$171,150, to recognize proceeds from the BP Promotional Fund Grant relating to the Gulf Tourism and Seafood Promotional Fund, and to appropriate these funds for ecotourism in conjunction with the Naturally EscaRosa Trail Project managed by Escambia County Extension Services.

#### **BACKGROUND:**

Escambia County Extension Services was awarded the BP Promotional Fund Grant to promote the Naturally EscaRosa Trail Project. The additional funding will help visitors and residents of Escambia and Santa Rosa County become more aware of the wide variety of ecotourism and agritourism options available to them. The Naturally EscaRosa website will be updated and brochures and other materials will be created to help businesses capitalize on their nature-based and/or agricultural tourism operations throughout the year.

#### **BUDGETARY IMPACT:**

This amendment will increase Fund 110 by \$171,150.

#### **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# 039

---



**Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

**Resolution Number  
R2013-**

---

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County was awarded the BP Promotional Fund Grant to expand the Naturally EscaRosa Trail, and these funds must be recognized and appropriated in the current year's budget.

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:

<u>Other Grants &amp; Projects</u> <b>Fund Name</b>	<b>110</b> <b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
BP Promotional Fund Grant	110	new	171,150
<b>Total</b>			<b>\$171,150</b>

<b>Appropriations Title</b>	<b>Fund Number/Cost Center</b>	<b>Account Code/ Project Number</b>	<b>Amount</b>
Other Contractual Services	110/221202 (new)	53401	28,300
Travel & Per Diem	110/221202 (new)	54001	44,240
Communications	110/221202 (new)	54101	2,400
Rentals & Leases	110/221202 (new)	54401	7,750
Printing & Binding	110/221202 (new)	54701	22,500
Promotional Activities	110/221202 (new)	54801	39,200
Host Ordinance Items	110/221202 (new)	54931	5,000
Office Supplies	110/221202 (new)	55101	4,000
Operating Supplies	110/221202 (new)	55201	12,010
Books, Pubs & Subs	110/221202 (new)	55401	2,250
Training & Registration	110/221202 (new)	55501	1,500
Machinery & Equipment	110/221202 (new)	56401	2,000
<b>Total</b>			<b>\$171,150</b>

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

\_\_\_\_\_  
Lumon J. May, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

\_\_\_\_\_  
Supplemental Budget Amendment  
# 039



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5343

County Administrator's Report 12. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/05/2013

Issue: Supplemental Budget Amendment #043/Appropriations of \$12,000,000 in Loan Proceeds

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #043 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #043, Local Option Sales Tax III (352) to recognize \$12,000,000 in loan proceeds and to appropriate these proceeds according to the Loan Agreement approved by the Board on November 7, 2013.

#### **BACKGROUND:**

On November 7, 2013 the Board authorized the borrowing of \$12,000,000 in loan proceeds. This supplemental budget amendment recognizes these proceeds and appropriates them according to the approved loan agreement.

#### **BUDGETARY IMPACT:**

This supplemental budget amendment will increase the Local Option Sales Tax III fund by \$12,000,000.

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

N/A

#### **PERSONNEL:**

N/A

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

N/A

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

N/A

---

#### **Attachments**

014sa043

**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 entered into a loan agreement for \$12,000,000 and these proceeds must be recognized and appropriated in the current year's budget.

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:

Local Option Sales Tax	352		
<b>Fund Name</b>	<b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
Loan Proceeds	352	384005	12,000,000
<b>Total</b>			<b>\$12,000,000</b>

		<b>Account Code/ Project Number</b>	<b>Amount</b>
<b>Appropriations Title</b>	<b>Fund Number/Cost Center</b>		
Improvements other than Bldgs.	352/210107	56301	12,000,000
<b>Total</b>			<b>\$12,000,000</b>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:  
ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA, COUNTY, FLORIDA

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Lumon May, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

\_\_\_\_\_  
Supplemental Budget Amendment  
43



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5344

County Administrator's Report 12. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/05/2013

Issue: SBA #044 - Drug Court Expansion Grant

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #044 - Amy Lovoy,  
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #044, Other Grants and Projects Fund (110) in the amount of \$87,921, to recognize proceeds from the Florida Department of Law Enforcement, and to appropriate these funds for Drug Court treatment services with the State's Court System in Escambia County.

#### **BACKGROUND:**

The FDLE has granted funds to Escambia County to assist with expanded drug court treatment services for 24 individuals. This grant and program is designed to decrease recidivism in the court system and help those individuals with drug addiction problems become productive members of the community.

#### **BUDGETARY IMPACT:**

This amendment will increase Fund 110 by \$87,921.

#### **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#044

**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 Courts was awarded a Drug Court Treatment Services Grant by the Florida Department of Law Enforcement, and these funds must be recognized and appropriated in the current year's budget.

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:

Other Grants & Projects	110		
<b>Fund Name</b>	<b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
JAG# 2014-JAGC-ESCA-1-E5-162	110	3318xx (new)	87,921
Drug Court Treatment Services			
<b>Total</b>			<b>\$87,921</b>

<b>Appropriations Title</b>	<b>Fund Number/Cost Center</b>	<b>Account Code/ Project Number</b>	<b>Amount</b>
Other Contractual Services	110/4105xx (new)	53401	84,000
Operating Supplies	110/4105xx (new)	55201	2,500
Other Grants & Aids	110/4105xx (new)	58301	875
Office Supplies	110/4105xx (new)	55101	546
<b>Total</b>			<b>\$87,921</b>

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

\_\_\_\_\_  
Lumon J. May, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

\_\_\_\_\_  
Supplemental Budget Amendment  
#044



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5404

County Administrator's Report 12. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/05/2013

Issue: SBA#051 - Public Safety Domestic Security Grants

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #051 - Amy Lovoy,  
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #051, Other Grants and Projects Fund (110) in the amount of \$192,510, to recognize a decrease in the Domestic Security Grant, to recognize the Domestic Assistance Grant, and to appropriate these funds for wall barriers, fencing, and security cameras at the Public Safety Department.

#### **BACKGROUND:**

At the November 7, 2013 BCC Meeting the County was awarded a Domestic Security Grant. This grant has been reduced by \$194,956. Subsequently the County was awarded a new Domestic Assistance Grant in the amount of \$387,466. These funds are to be used for security measures at the Public Safety Department. These include wall barriers, fencing, and security cameras.

#### **BUDGETARY IMPACT:**

This amendment increases Fund 110 by \$192,510.

#### **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

SBA#051

---



Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution

Resolution Number  
R2013-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget

WHEREAS, Escambia County was awarded two Domestic Security Grants by the State of Florida, Division of Emergency Management for Public Safety activities, a reduction in the Domestic Security Grant and a new Domestic Assistance Grant, and these funds must be recognized and appropriated

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2014

Other Grants & Projects	110		
<b>Fund Name</b>	<b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
Domestic Security Grant	110	334252	(\$194,956)
Domestic Assistance Grant	110	3342xx	387,466
<b>Total</b>			<u>\$192,510</u>

		<b>Account Code/ Project Number</b>	<b>Amount</b>
<b>Appropriations Title</b>	<b>Fund Number/Cost Center</b>		
Improvements Other than Buildings	110/330235	56301	(\$194,956)
Other Contractual Services	110/330236 (New)	53401	15,000
Improvements Other than Buildings	110/330236 (New)	56301	372,466
<b>Total</b>			<u>\$192,510</u>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution

ATTEST:  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Lumon J. May, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

\_\_\_\_\_  
Supplemental Budget Amendment  
#051



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5406

County Administrator's Report 12. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/05/2013

Issue: Acceptance of State of Good Repair Grant Program/Supplemental Budget Amendment

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning Acceptance of the State of Good Repair Grant Program (FL-04-0181-00) and Supplemental Budget Amendment #53 - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the acceptance of the State of Good Repair Grant Program (FL-04-0181-00) and Supplemental Budget Amendment #53:

A. Accept the State of Good Repair Grant Program (FL-04-0181-00), in the amount of \$1,053,401; and

B. Adopt the Resolution approving Supplemental Budget Amendment #53, FTA Capital Project Fund (320), in the amount of \$1,053,401, recognizing proceeds from the State of Good Repair Grant Program and appropriating these funds for the replacement of 15 paratransit vehicles and the purchase and installation of 46 vehicle camera systems.

#### **BACKGROUND:**

The County has been awarded a State of Good Repair grant. These funds will be used to replace 15 paratransit vehicles and purchase and install 46 camera systems to be placed on the paratransit vehicles.

#### **BUDGETARY IMPACT:**

This supplemental budget amendment recognizes the proceeds of this grant and appropriates these funds as indicated above.

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

N/A

#### **PERSONNEL:**

N/A

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

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

State of Good Repair Grant

014sa053

---

**DOT****FTA**

U.S. Department of Transportation

Federal Transit Administration

## Application

Recipient ID:	1092
Recipient Name:	ESCAMBIA CO BD OF COMMISSIONERS
Project ID:	FL-04-0181-00
Budget Number:	1 - Budget Pending Approval
Project Information:	State of Good Repair Program

### Part 1: Recipient Information

Project Number:	FL-04-0181-00
Recipient ID:	1092
Recipient Name:	ESCAMBIA CO BD OF COMMISSIONERS
Address:	221 PALAFOX PLACE SUITE 400, PENSACOLA, FL 32502 1591
Telephone:	(850) 595-3228
Facsimile:	(850) 595-3222

### Union Information

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

### Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$1,053,401
---------------	-------	---------------------	-------------

Project Number:	FL-04-0181-00	Adjustment Amt:	\$0
Project Description:	State of Good Repair Program	Total Eligible Cost:	\$1,053,401
Recipient Type:	County Agency	Total FTA Amt:	\$1,053,401
FTA Project Mgr:	Tajsha Lashore 404-865-5606	Total State Amt:	\$0
Recipient Contact:	Kim Hansen 850-595-3228 ext. 217	Total Local Amt:	\$0
New/Amendment:	New	Other Federal Amt:	\$0
Amend Reason:	Initial Application	Special Cond Amt:	\$0
Fed Dom Asst. #:	20500	Special Condition:	None Specified
Sec. of Statute:	5309-2	S.C. Tgt. Date:	None Specified
State Appl. ID:	n/a	S.C. Eff. Date:	None Specified
Start/End Date:	Jun. 21, 2013 - Mar. 31, 2014	Est. Oblig Date:	None Specified
Recvd. By State:	Oct. 30, 2013	Pre-Award Authority?:	Yes
EO 12372 Rev:	Not Applicable	Fed. Debt Authority?:	No
Review Date:	None Specified	Final Budget?:	No
Planning Grant?:	NO		
Program Date (STIP/UPWP/FTA Prm Plan) :	Jun. 21, 2013		
Program Page:	474		
Application Type:	Electronic		
Supp. Agreement?:	No		
Debt. Delinq. Details:			

### **Urbanized Areas**

UZA ID	UZA Name
129570	PENSACOLA, FL-AL

### **Congressional Districts**

State ID	District Code	District Official
12	1	Jeff Miller

### **Project Details**

Escambia County Area Transit is submitting it's application for the State of Good Repair Program that was awarded to Escambia County Area Transit on 7/18/2012. The "Grant Advance Notice" is enclosed to this application.

Escambia County Area Transit is applying for \$ 1,053,401 in accordance with the Grant Advance Notice.

The original "Applicant and Proposal Profile" is also enclosed. However, Escambia County Area Transit is requesting a larger amount of the award utilized for vehicles than what was specified in the "Applicant and Proposal Profile" because the vehicles are badly needed and because the majority of the "Paratransit Scheduling Hardware/Software/Installation" and the "Paratransit Safety Hardware/Software/Installation" will be obtained by using local funds.

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

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

Projects are included in STIP dated 11/6/2012, project #4202761 page 474 (also enclosed).

An "Authorization for the use of State Toll Revenue Credis as FTA "Soft Match" will also be included with this application as soon as it is obtained from the State of Florida.

## **Earmarks**

### **Earmark Details**

Earmark ID	Earmark Name	Orig. Balance	Amount Applied
D2012-BUSP-068	Escambia Co Board of County	\$1,053,401	\$1,053,401

Number of Earmarks: 1

Total Amount Applied: \$1,053,401

Date Sent for Release:

Date Released:

## **Security**

**No information found.**

## **Part 3: Budget**

### **Project Budget**

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Tot. Elig. Cost</u>
<u>SCOPE</u>			
111-00 BUS - ROLLING STOCK	15	\$909,000.00	\$909,000.00
<u>ACTIVITY</u>			
11.12.04 BUY REPLACEMENT <30 FT BUS	15	\$909,000.00	\$909,000.00
<u>SCOPE</u>			

<b>114-00 BUS: SUPPORT EQUIP AND FACILITIES</b>	<b>47</b>	<b>\$144,401.00</b>	<b>\$144,401.00</b>
<u>ACTIVITY</u>			
<b>11.42.09 ACQUIRE - MOBILE SURV/SECURITY EQUIP</b>	<b>46</b>	<b>\$138,000.00</b>	<b>\$138,000.00</b>
<b>11.42.20 ACQUIRE - MISC SUPPORT EQUIPMENT</b>	<b>1</b>	<b>\$6,401.00</b>	<b>\$6,401.00</b>
<b>Estimated Total Eligible Cost:</b>			<b>\$1,053,401.00</b>
<b>Federal Share:</b>			<b>\$1,053,401.00</b>
<b>Local Share:</b>			<b>\$0.00</b>

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

None

No Amendment Funding Source information is available for the selected project

Alternative Fuel Codes

11.12.04	BUY REPLACEMENT <30 FT BUS	Diesel Fuel
----------	----------------------------	-------------

Extended Budget Descriptions

<b>11.12.04</b>	<b>BUY REPLACEMENT &lt;30 FT BUS</b>	<b>15</b>	<b>\$909,000.00</b>	<b>\$909,000.00</b>
<p>Escambia County Area Transit would like to utilize funding to replace 15 paratransit vehicles. Each vehicle is expected to have a useful life of 5 years or 150,000 miles. The following 15 vehicles will be replaced by the new vehicles:</p> <ol style="list-style-type: none"> <li>1. 2001 Ford E-250, VIN# 1FTNS24L01HB68479 with 306,863 miles</li> <li>2. 2002 Ford E-450, VIN# 1FDXE45S32HB75568 with 411,798 miles</li> <li>3. 2001 Ford E-450, VIN# 1FDWE45F71HB77692 with 351,217 miles</li> <li>4. 2001 Ford E-350, VIN# 1FDWE35S81HB10851 with 439,626 miles.</li> <li>5. 2001 Ford E-250, VIN# 1FTNS24L51HB68476 with 408,411 miles.</li> <li>6. 2001 Ford E-350, VIN# 1FBSS31L82HA27114 with 406,403 miles.</li> <li>7. 2001 Ford E-350, VIN# 1FBSS31S81HB66410 with 359,811 miles</li> <li>8. 2003 Ford E-350, VIN# 1FDXE45S52HB75569 with 354,794 miles.</li> <li>9. 2002 Ford E-350, VIN# 1FBSS31L52HA20380 with 396,412 miles.</li> <li>10. 2002 Ford E-350, VIN# 1FBSS31L32HA20376 with 420,764 miles.</li> <li>11. 2002 Ford E-350, VIN# 1FBSS31L82HA17652 with 402,929 miles.</li> <li>12. 2004 Mercedes Sprinter, VIN# WD5PD644945651284 with 324,114 miles.</li> <li>13. 2002 Ford E-350, VIN# 1FBSS31L72HA20378 with 415,958 miles.</li> <li>14. 2006 Ford E-350, VIN# 1FDWE35LX6DA40292 with 327,942 miles.</li> <li>15. 2006 Ford E-350 VIN# 1FDWE35L66DA44288 with 360,909 miles.</li> </ol>				



<b>11.42.09</b>	ACQUIRE - MOBILE SURV/SECURITY EQUIP	46	\$138,000.00	\$138,000.00
Escambia County Area Transit would like to utilize this grant to install 2-camera vehicle security systems on 46 paratransit vehicles used throughout Escambia County. The useful life of these cameras is five years.				
<b>11.42.20</b>	ACQUIRE - MISC SUPPORT EQUIPMENT	1	\$6,401.00	\$6,401.00
Escambia County Area Transit would like to spend \$ 6,401 to upgrade three computers to enable installation of scheduling software. The useful life of the computer upgrade is expected to be 3 years.				

## Changes since the Prior Budget

No information found.

## Part 4. Milestones

**11.12.04** BUY REPLACEMENT <30 FT BUS 15 \$909,000 \$909,000

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB OUT FOR BID	Sep. 30, 2013
2.	CONTRACT AWARDED	Nov. 30, 2013
3.	FIRST VEHICLE DELIVERED	Jan. 31, 2014
4.	ALL VEHICLES DELIVERED	Mar. 31, 2014
5.	CONTRACT COMPLETE	Mar. 31, 2014

**11.42.09** ACQUIRE - MOBILE SURV/SECURITY EQUIP 46 \$138,000 \$138,000

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB Issued	Sep. 30, 2013
2.	Contract Award	Nov. 30, 2013
3.	Contract Complete	Dec. 31, 2013

**11.42.20** ACQUIRE - MISC SUPPORT EQUIPMENT 1 \$6,401 \$6,401

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB Issued	Sep. 30, 2013
2.	Contract Award	Nov. 30, 2013

**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 has received a mass transit grant, and these funds must be recognized and appropriated in the current year's budget.

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:

FTA Capital Project Fund	320		
<b>Fund Name</b>	<b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
State of Good Repair Grant	320	331xxx (New)	1,053,401
FL-04-0181-00			
<b>Total</b>			<b>\$1,053,401</b>

<b>Appropriations Title</b>	<b>Fund Number/Cost Center</b>	<b>Account Code/ Project Number</b>	<b>Amount</b>
Machinery & Equipment	320/2116xx (New)	56401	1,053,401
<b>Total</b>			<b>\$1,053,401</b>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:  
ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA, COUNTY, FLORIDA

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Lumon J. May, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

\_\_\_\_\_  
Supplemental Budget Amendment  
53



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5290

County Administrator's Report 12. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/05/2013

Issue: Amendment #4 Security Services for Various County Buildings PD 10-11.043

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning Amendment #4 to the Agreement for Security Services for Various County Buildings - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Amendment #4 to the Agreement for Security Services, PD 10-11-043, to increase the hourly billing rates, as noted below, for Securitas Security Services USA, Inc., Contract for Security Services for Various County Buildings, PD 10-11.043, with an effective date of January 1, 2014, and authorize the Chairman to execute the Amendment:

Standard Security Officers, Straight Time Billable Rate (Per Hour)

From: \$10.85

To: \$11.10

Standard Security Officers, Billable Overtime (Per Hour)

From: \$16.28

To: \$16.65

#### **BACKGROUND:**

The Contractor requested a billing rate change for the security officers, because the Florida minimum wage increase, effective January 1, 2014, from \$7.79 to \$7.93. The billable rate includes overhead and profit.

#### **BUDGETARY IMPACT:**

The client departments have discussed this increase with the Office of Purchasing, and the contractor and all parties, are in agreement.

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

Assistant 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**

Amendment

---

## **AMENDMENT #4 TO THE AGREEMENT FOR SECURITY SERVICES PD 10-11.043**

**THIS IS THE FOURTH AMENDMENT TO THE AGREEMENT** entered into on the 4<sup>th</sup> day of August, 2011, between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County") and Securitas Security Services, USA, Inc., a for profit corporation authorized to transact business in the State of Florida (hereinafter referred to as "Contractor"), whose federal Identification number is 71-0912217, and whose principal address is 9013 University Parkway, Suite B, Pensacola, Florida 32514.

### **WITNESSETH:**

**WHEREAS**, on August 4, 2011, the County entered into an agreement with Contractor for Security Services, which was subsequently amended by Board action taken on February 16, 2012, December 6, 2012, and June 10, 2013; and

**WHEREAS**, the Parties have agreed to revise Exhibit B relating to Hourly Billable Rates to reflect the increase in the state minimum hourly wage rate effective on January 1, 2014; and

**WHEREAS**, as a result of said revisions, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the County and Agency agree to amend the Agreement dated August 4, 2011, as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.
2. That Exhibit B to the Agreement for Security Services, dated August 4, 2011, as previously amended by Board action on June 10, 2013, is amended to read as follows:

DESCRIPTION	HOURLY BILLABLE RATES
	<u>Standard/Overtime</u>
Standard Security Officers	<del>\$10.85/ \$16.28</del> <u>11.10/\$16.65</u>
Standard Supervisor	\$12.86/ \$19.29
Correctional Officer	\$12.52
Correctional Officer Supervisor	\$N/A
Armed Security Officers	\$20.53/ \$30.79

3. That the Parties hereby agree that all other provisions of the Agreement of August 4, 2011, as amended, that are not in conflict with the provisions of this Fourth Amendment shall remain in full force and effect.

4. That the effective date of this Fourth Amendment shall be on January 1, 2014.

5. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Fourth Amendment to the 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 Securitas Security Services, USA, Inc., by and through its Area Vice President.

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

By: \_\_\_\_\_  
Lumon J. May, Chairman

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

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

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

BCC Approved: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: \_\_\_\_\_  
Date: 1/16/13

**CONTRACTOR:**  
**SECURITAS SECURITY SERVICES,**  
**USA, INC.**

By: \_\_\_\_\_  
Robert Bullock, Area Vice President

**ATTEST:**

By: \_\_\_\_\_  
Corporate Secretary

(SEAL)



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5298

County Administrator's Report 12. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/05/2013

Issue: Letter of Agreement between the Agency for Health Care Administration (AHCA) and Escambia County

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the Letter of Agreement between Escambia County and the Agency for Health Care Administration on Behalf of Escambia Community Clinics - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the Letter of Agreement with the Agency for Health Care Administration (AHCA):

A. Approve and authorize the Chairman to sign the Letter of Agreement between AHCA and Escambia County, in the amount of \$91,734, allowing the County to participate in the Low Income Pool Program and providing matching dollars to the Escambia Community Clinics (ECC); and

B. Decrease the Fiscal Year 2013/2014 allocation to ECC by \$91,734 and increase the allocation to AHCA by the same amount.

#### **BACKGROUND:**

This Letter of Agreement will allow the County and ECC to participate in AHCA's Low Income Pool program which will provide matching funds to ECC. The County will send AHCA \$91,734, and AHCA will return to ECC a total of \$221,955.

#### **BUDGETARY IMPACT:**

No additional funds are required. A portion of the funds currently allocated to ECC will be redirected to make payments to AHCA.

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

N/A

#### **PERSONNEL:**

N/A

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



N/A

**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

LOA with AHCA

---

## **Letter of Agreement**

**THIS LETTER OF AGREEMENT** made and entered into in duplicate on the \_\_\_\_\_ day of \_\_\_\_\_ 2013, by and between Escambia County (the County), and the State of Florida, through its Agency for Health Care Administration (the Agency),

1. Per Senate Bill 1500, the General Appropriations Act of State Fiscal Year 2013-2014, passed by the 2013 Florida Legislature, County and the Agency, agree that County will remit to the State an amount not to exceed a grand total of \$91,734.
  - a. The County and the Agency have agreed that these funds will only be used to increase the provision of health services for the Medicaid, uninsured, and underinsured people of the County and the State of Florida at large.
  - b. The increased provision of Medicaid, uninsured, and underinsured funded health services will be accomplished through the following Medicaid programs:
    - i. The Disproportionate Share Hospital (DSH) program.
    - ii. The removal of outpatient reimbursement ceilings for teaching, specialty and community hospital education program hospitals.
    - iii. The removal of outpatient reimbursement ceilings for hospitals whose charity care and Medicaid days as a percentage of total adjusted hospital days equals or exceeds 11 percent.
    - iv. The removal of outpatient reimbursement ceilings for hospitals whose Medicaid days, as a percentage of total hospital days, exceed 7.3 percent, and are trauma centers.
    - v. Inpatient DRG add-ons for teaching, specialty, children's, public and community hospital education program hospitals; hospitals whose charity care and Medicaid days as a percentage of total adjusted hospital days equals or exceeds 11 percent; or hospitals whose Medicaid days, as a percentage of total hospital days, exceed 7.3 percent, and are trauma centers.
    - vi. The annual cap increase on outpatient services for adults from \$500 to \$1,500.
    - vii. Medicaid Low Income Pool (LIP) payments to rural hospitals, trauma centers, specialty pediatric hospitals, primary care services and other Medicaid participating safety-net hospitals.
    - viii. Medicaid LIP payments to hospitals in the approved appropriations categories.
    - ix. Medicaid LIP payments to Federally Qualified Health Centers.

- x. Medicaid LIP payments to Provider Access Systems (PAS) for Medicaid and the uninsured in rural areas.
  - xi. Medicaid LIP payments for the expansion of primary care services to low income, uninsured individuals.
- 2. The County will pay the State an amount not to exceed the grand total amount of \$91,734. The County will transfer payments to the State in the following manner:
  - a. The first quarterly payment of \$22,935 for the months of July, August, and September is due upon notification by the Agency.
  - b. Each successive payment of \$22,933 is due as follows, November 30, 2013, March 31, 2014 and June 15, 2014.
  - c. The State will bill the County each quarter payments are due.
- 3. Timelines: This agreement must be signed, submitted, and received to the Agency no later than October 1, 2013, for self-funded exemptions, buybacks and DRG add-ons, to be effective for SFY 2013-2014.
- 4. Attached are the DSH and LIP schedules reflecting the anticipated annual distributions for State Fiscal Year 2013-2014.
- 5. The County and the State agree that the State will maintain necessary records and supporting documentation applicable to Medicaid, uninsured, and underinsured health services covered by this Letter of Agreement. Further, the County and State agree that the County shall have access to these records and the supporting documentation by requesting the same from the State.
- 6. The County and the State agree that any modifications to this Letter of Agreement shall be in the same form, namely the exchange of signed copies of a revised Letter of Agreement.
- 7. The County confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned Medicaid supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
- 8. The County agrees the following provision shall be included in any agreements between the County and local providers where funding is provided for the Medicaid program. Funding provided in this agreement shall be prioritized so that designated funding shall first be used to fund the Medicaid program (including LIP) and used secondarily for other purposes.
- 9. The Agency will reconcile the difference between the amount of the IGTs used by or on behalf of individual hospitals' buybacks of their Medicaid inpatient and outpatient trend adjustments or exemptions from reimbursement limitations for SFY 2012-13 and an estimate of the actual annualized benefit derived based on actual days and units of service provided. Reconciliation amount may be incorporated into current year (SFY 2013-14) LOAs.

10. This Letter of Agreement covers the period of July 1, 2013 through June 30, 2014 and shall be terminated June 30, 2014.

**WITNESSETH:**

**IN WITNESS WHEREOF** the parties have duly executed this Letter of Agreement on the day and year above first written.

**Board of County Commissioners  
Escambia County, Florida**

\_\_\_\_\_  
Lumon J. May, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

Approved as to form and legal  
sufficiency.

By/Title: K. D. Neal ACH

Date: 6/6/13

**State of Florida**

\_\_\_\_\_  
Stacey Lampkin  
Assistant Deputy Secretary for Medicaid Finance,  
Agency for Health Care Administration

LIP	91,734
DSH	
Nursing Home SMP	
Automatic Buyback	
Self-Funded Buyback	
Automatic Exemption	
Self-Funded Exemption	
SWI	
Automatic DRG Add-On	
Self-Funded DRG Add-On	



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5414

County Administrator's Report 12. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/05/2013

Issue: Approval of Miscellaneous Appropriations Agreement with Pensacola Bay Area Chamber of Commerce

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the Fiscal Year 2013/2014 Miscellaneous Appropriations Agreement for the Pensacola Bay Area Chamber of Commerce, 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 the Pensacola Bay Area Chamber of Commerce, Inc.:

A. Approve the Miscellaneous Appropriations Agreement between Escambia County and the Pensacola Bay Area Chamber of Commerce, Inc., in the amount of \$400,000, to be paid from the Economic Development Fund (102), Cost Center 360704, Account 58201;

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

C. Authorize the approval of the necessary Purchase Order.

#### **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 agreement.

#### **PERSONNEL:**

N/A

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

Board approval of Miscellaneous Appropriations Agreements is necessary.

**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

ChamberFFF13-14

---



**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT  
BETWEEN  
ESCAMBIA COUNTY  
AND  
THE PENSACOLA BAY AREA CHAMBER OF COMMERCE, INC.**

**THIS AGREEMENT** is made and entered into this 5<sup>th</sup> day of December, 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 The Pensacola Bay Area Chamber of Commerce, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 117 West Garden Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 59-0190330 (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 spearheading public discourse and action on the development and implementation of economic blueprints for expansion of business and industry in Escambia County; 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 Economic Development Fund for the County's current Fiscal Year 2013/14 (October 1 through September 30), the sum of \$400,000.00 to conduct the program generally described as:

The Pensacola Bay Area Chamber of Commerce, 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 acknowledge that the County is subject to the provisions of Chapter 119, Florida Statutes, relating to the public records and that report, invoices, and other documents the Recipient shall submit to the County, or that Recipient retains under this Agreement may constitute public records for the purpose of the requirements of chapter 119, Florida Statutes; 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 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 \$400,000.00 to be matched by cash and in-kind 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 Administrator 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: \_\_\_\_\_  
Lumon J. May, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

**BCC APPROVED:** \_\_\_\_\_

**THE PENSACOLA BAY AREA CHAMBER OF COMMERCE, INC.**

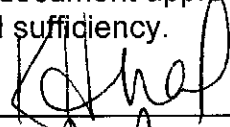
By: \_\_\_\_\_

Title: President/CEO

Attest:

\_\_\_\_\_  
Secretary

This document approved as to form and legal sufficiency.

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

Title: ACA \_\_\_\_\_

Date: 11/25/13 \_\_\_\_\_

**EXHIBIT "A"**

**2013/2014 MISCELLANEOUS APPROPRIATIONS**

NAME OF ORGANIZATION The Pensacola Bay Area Chamber of Commerce, Inc.

**APPROVED BUDGET**

SALARIES AND BENEFITS .....\$ 400,000.00

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 .....\$ 400,000.00**

## PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS

The Pensacola Bay Area Chamber of Commerce, Inc.

The Chamber's private economic development program seeks to diversify the area's economy through the retention and expansion of existing industries and recruitment of new businesses to the area.



## 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-5405

County Administrator's Report 12. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/05/2013

Issue: Release of County Lien

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the Release of a County Lien on Real Property Located at 1732 Bainbridge Avenue - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize release of the effect of a 1998 Fire Protection Municipal Service Benefit Unit (MSBU) on real property located at 1732 Bainbridge Avenue, Account Number 10-0299-000, Reference Number 35-2S-31-1000-011-040, in the amount of \$241.20, recorded in Official Records Book 4318, at Page 1173, in Public Records of Escambia County, Florida.

Escambia County acquired this property through a governmental foreclosure in November 2005. This Lien was not included in that foreclosure. The Lien is in the amount of \$211.20 plus a \$30 recording fee from the Clerk of the Court, making the total amount \$241.20.

#### **BACKGROUND:**

Escambia County acquired this property through a governmental foreclosure in November 2005. This Lien was not included in that foreclosure. The Lien is in the amount of \$211.20 plus \$30 recording fee from the Clerk of the Court, making the total amount \$241.20.

#### **BUDGETARY IMPACT:**

Sale of this property will provide revenue for the General Fund.

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

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

#### **PERSONNEL:**

NA

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

Escambia County Ordinance, Section 46.134

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

NA

---

**Attachments**

Release Lien Effect-1732 Bainbridge

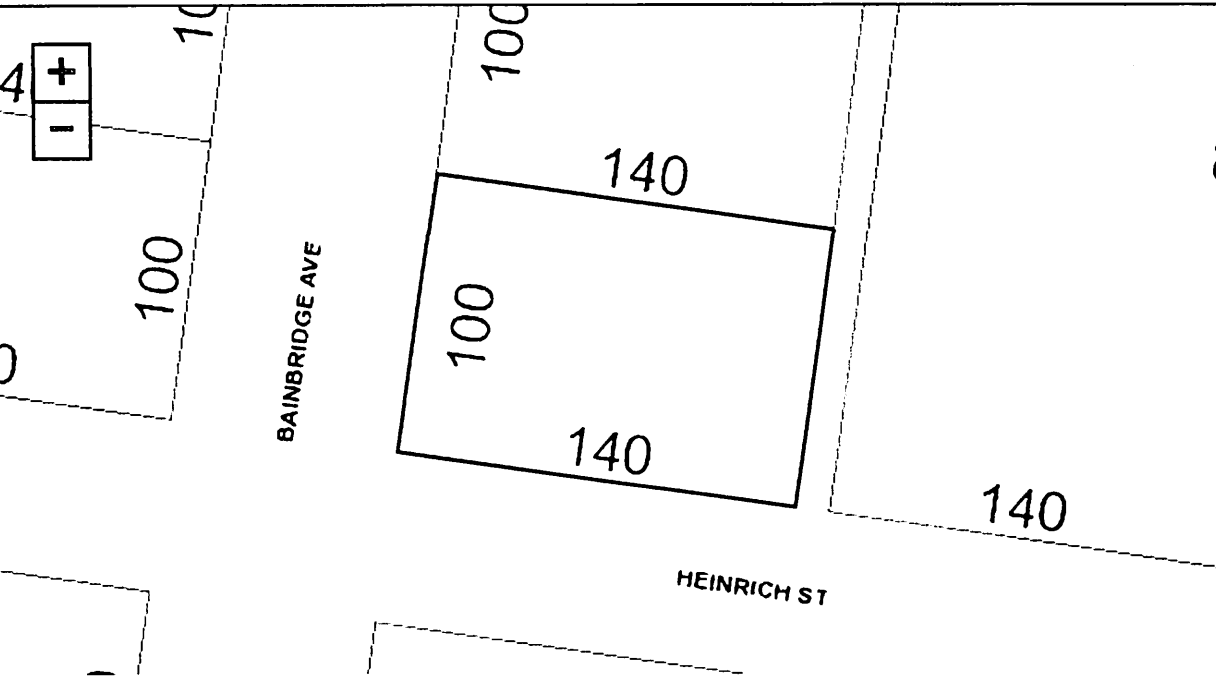
---

Source: Escambia County Property Appraiser

[← Navigate Mode](#)
[Account](#)
[Reference](#)
[Restore Full Page Version](#)

<b>General Information</b> <b>Reference:</b> 352S311000011040 <b>Account:</b> 100299000 <b>Owners:</b> ESCAMBIA COUNTY <b>Mail:</b> 221 PALAFOX PL STE 420 PENSACOLA, FL 32502 <b>Situs:</b> 1732 BAINBRIDGE AVE 32507 <b>Use Code:</b> VACANT RESIDENTIAL <b>Taxing Authority:</b> COUNTY MSTU <b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a> Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector	<b>2013 Certified Roll Assessment</b> <b>Improvements:</b> \$0 <b>Land:</b> \$11,500 <b>Total:</b> \$11,500 <u>Save Our Homes:</u> \$0  <a href="#">Disclaimer</a>  <u>Amendment 1/Portability Calculations</u>
--	---

<b>Sales Data</b>						<b>2013 Certified Roll Exemptions</b>	
<b>Sale Date</b>	<b>Book</b>	<b>Page</b>	<b>Value</b>	<b>Type</b>	<b>Official Records (New Window)</b>	COUNTY OWNED	
11/2005	5773	475	\$100	CT	<a href="#">View Instr</a>	<b>Legal Description</b> LTS 11 12 BLK 40 BEACH HAVEN PLAT DB 46 P 51 SEC 54/35 T 2S R 30/31 OR 5773 P 475	
01/1974	782	692	\$3,000	WD	<a href="#">View Instr</a>		
01/1973	701	669	\$1,500	WD	<a href="#">View Instr</a>		
01/1969	454	748	\$1,500	SC	<a href="#">View Instr</a>		
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						<b>Extra Features</b> None	

<b>Parcel Information</b> <b>Section Map Id:</b> 35-2S-31-2  <b>Approx. Acreage:</b> 0.3200  <b>Zoned:</b> R-5  <b>Evacuation &amp; Flood Information</b> <a href="#">Open Report</a>	
--	--

Buildings
-----------

Images
--------

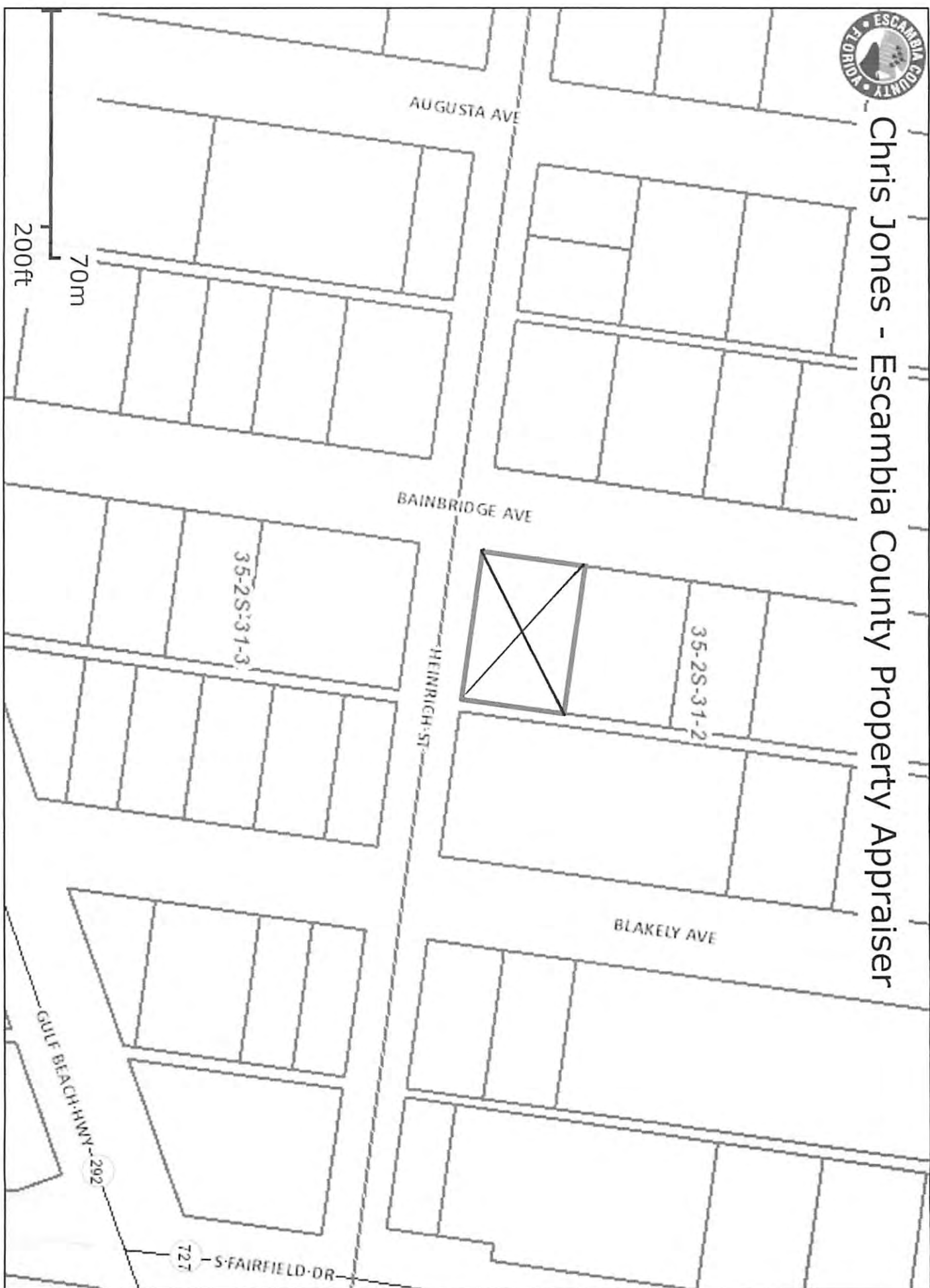


11/5/02

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



Chris Jones - Escambia County Property Appraiser



DR BK 4318 PG1 173  
Escambia County, Florida  
INSTRUMENT 98-535109

NOTICE OF LIEN

RCD Oct 06, 1998 10:19 am  
Escambia County, Florida

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 98-535109

FIRE PROTECTION MUNICIPAL SERVICE BENEFIT UNIT(MSBU)

Re: COMMANDER ROBERT G  
P O BOX 19526  
RALEIGH N C 27619

ACCT.NO. 10 0299 000 000

AMOUNT \$211.20

THIS Notice of Lien is hereby filed pursuant to Section 1-15-63 of the Escambia County, Florida Code of Ordinances for delinquent annual assessments for fiscal years prior to and including September 30, 1998 plus a 10% penalty charge against real property, more particularly described as:

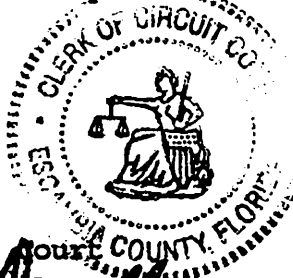
LTS 11 12 BLK 40  
BEACH HAVEN PLAT DB 46 P 51  
SEC 54/35 T 2S R 30/31  
OR 782 P 692

PROP.NO. 35 2S 31 1000 011 040

filed in the public records of Escambia County. This constitutes a lien against the property identified above until discharged and satisfied by payment to the Clerk of the Circuit Court of the lien, plus penalties, in the total amount of \$211.20. Evidence of discharge and satisfaction of this lien can be recorded in the public records of Escambia County, Florida by the Clerk of the Circuit Court.

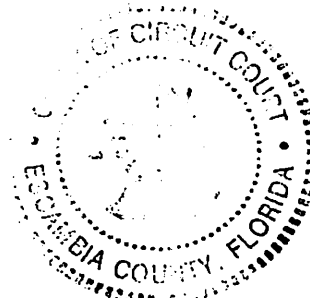
This lien shall not be assigned to any person. Until fully satisfied by payment, discharged or barred by law, this lien shall remain equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments and superior in rank and dignity to all other subsequently filed liens, encumbrances, titles and claims in, to, or against the property. This lien may be enforced at any time by the Board of County Commissioners subsequent to the date of recording of this Notice of Lien for the amount due under the recorded lien, including all penalties, plus costs and a reasonable attorney's fee by proceedings in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or under the provisions of Chapter 173, Florida Statutes or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law.

Date: 09/04/1998



Ernie Lee Magaha  
Clerk of the Circuit Court  
by *[Signature]*  
Wanda M. McCreary  
Deputy Finance Director

Ernie Lee Magaha  
Clerk of the Circuit Court  
By: *[Signature]*  
Deputy Clerk





IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT  
IN AND FOR ESCAMBIA COUNTY, FLORIDA  
CIVIL DIVISION

ESCAMBIA COUNTY, FLORIDA,  
A political subdivision of  
the State of Florida,

Plaintiff

CASE NO. 2005-CA-756

vs.

DIVISION C

CERTAIN LANDS upon which nuisance  
abatement liens are delinquent,

Defendants.

CERTIFICATE OF TITLE

THE UNDERSIGNED CLERK of the Court certifies that he executed and filed  
a Certificate of Sale in this action on October 25, 2005 for the property  
described herein and that no objections to the sale have been filed within the  
time allowed for filing objections.

The following property in Escambia County, Florida:

PROPERTY NO. 1

County Account Number: 10-0299-000

Legal Description: LOTS 11 AND 12 BLOCK 40, BEACH HAVEN, ACCORDING TO PLAT OF  
BEACH HAVEN SUBDIVISION RECORDED IN DEED BOOK 46, PAGE 51 OF THE PUBLIC  
RECORDS OF ESCAMBIA COUNTY, FLORIDA.

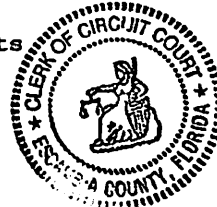
was sold to the Plaintiff, ESCAMBIA COUNTY, FLORIDA

WITNESS my hand and the Seal of the Court on this 8<sup>th</sup> day of  
November, 2005.

ERNIE LEE MAGAHA, CLERK  
Clerk of Circuit and County Courts

By: Cheri Magaha

Deputy Clerk



Copies furnished to:

Nixon and Associates, Attorney for Plaintiff, 3105 West Waters Avenue, #204,  
Tampa, Florida 33614.

Lester H. Commander, 13201 Melvin Arnold Road, Raleigh, NC 27613

Robert G. Commander, P. O. Box 19526, Raleigh, NC 27619

Suit 3, Property 1

Bid \$10000



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5373

County Administrator's Report 12. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/05/2013

Issue: Contract Award for PD 12-13.066, Detroit Boulevard Safety Upgrades, {Pine Forest Road (SR297) – Pensacola Boulevard (US29/SR95)}

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the Detroit Boulevard Safety Upgrades - Amy Lovoy, Management and Budget Services Department Director

That the Board award a lump sum Contract to Hatch Mott MacDonald, Florida, LLC, per the terms and conditions of PD 12-13.066, Detroit Boulevard Safety Upgrades, {Pine Forest Road (State Road 297) to Pensacola Boulevard (State Road 95/US29)}, in the amount of \$171,769.91.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #13EN2523]

#### **BACKGROUND:**

Request for Letters of Interest, PD 12-13.066, Detroit Boulevard Safety Upgrades, {Pine Forest Road (SR297) – Pensacola Boulevard (US29/SR95)}, were publicly noticed on Monday, September 16, 2013 to 148 known firms. Responses were received from 8 firms on Tuesday, October 1, 2013.

#### **BUDGETARY IMPACT:**

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #13EN2523]

#### **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

---

---

## **Exhibit “A”**

### **Scope of Services**

#### **Scope of Services for Detroit Boulevard Safety Upgrades – Phase I from {Pine Forest Road (SR 297) to Pensacola Boulevard (SR 95/US 29)} Escambia County, Florida**

November 13, 2013

Hatch Mott MacDonald (HMM) is pleased to submit our proposal to analyze and provide design documents to bring the described portion of Detroit Boulevard into compliance with American Association of State Highway and Transportation Officials (AASHTO) and the Florida Greenbook standards for pavement widths, clear zones and other safety criteria as well as comply with the applicable standards of the Americans with Disabilities Act (ADA) of 1990. The described length of project for Detroit Boulevard is approximately 2.57 miles or roughly 13,570 feet. This project will be accomplished in two phases. Phase I will include Preliminary Engineering (Conceptual Design) and surveying work necessary for Escambia County (County) to proceed with the Phase II of the Detroit Boulevard upgrades. This Phase I proposal is based on our understanding of the project, the level of effort required to complete the scope of services defined below, as well as past experience with projects of similar size and scope.

#### **BASIC SERVICES**

##### **TASK 1 – Topographic Survey (Lump Sum Fee = \$86,580.00)**

Consultant shall perform a topographic survey for the County road rights-of-way to establish the horizontal and vertical location of all visible and apparent features of the Detroit Boulevard segment defined above. This includes collecting topographic shots in a 50 foot grid along Detroit Boulevard, extending out 50 feet left and right of the centerline or a 100 foot swath within the project limits. This task also comprises of, but not limited to, locating above ground utilities, wetlands and all Heritage Trees (greater or equal to 60” in diameter), establishing the right of way line and maintaining traffic safely through the corridor during these tasks. All surveying efforts shall be performed in accordance with State of Florida minimum technical standards and comply with the County’s Surveying Departments’ requirements. Existing easements or other legal encumbrances upon the various properties included within the limits of survey shall be shown where known or if provided by the County. Any potential pond parcels that may be considered for further development and legal descriptions for proposed right-of-way acquisition will not be provided under this task.

##### **TASK 2 – Geotechnical Exploration (Lump Sum Fee = \$7,240.00)**

Consultant shall perform a Preliminary Pavement Condition Survey to support the safety upgrades for this Phase I study. This task shall include, but not be limited to, visual inspection of the pavement throughout the corridor, observation of site and geotechnical conditions during the field investigations, maintaining traffic during field tests, laboratory soil testing and evaluating the existing pavement condition at five (5) locations along Detroit Boulevard. At each location, a six inch diameter core will be cut and a hand auger boring advanced to determine the existing pavement section. The existing asphalt thickness, base type/thickness and subgrade conditions will be determined from these cores to provide a basis for the rehabilitation alternatives (e.g. milling and resurfacing,

removal and replacement, etc.). This task shall also include laboratory soil testing to aid in the classification of the soil and to evaluate and document general material properties. Upon completion of these subtasks, a summary report will be written to summarize these efforts performed and document the findings.

**TASK 3 – Environmental Investigation (Lump Sum Fee = \$5,044.91)**

This task shall include jurisdictional determination of all wetlands regulated under 33 CFR 320-330 (US Army Corps of Engineers in accordance with the Corps of Engineers 1987 wetland delineation manual) and Florida Department of Environmental Protection under 62-340 F.A.C. This task shall also include wetland impacts evaluation and scoring, review of land uses and vegetation types, as well as those citing habitat preferences for rare, threatened and species of special concern and identifying any specific areas within the project area that could possibly support listed species. This task shall also include summarizing existing wetland conditions and functions and the environmental resource permits necessary to authorize the proposed upgrades to the roadway.

**TASK 4 – Traffic Analysis / Safety Review (Lump Sum Fee = \$7,775.00)**

Consultant shall perform traffic analysis, review crash data and identify countermeasures to help address crash issues and improve safety for the project limits defined above. Consultant will utilize Synchro version 7 to perform the capacity analysis for the following intersections:

- Detroit Boulevard and Pine Forest Road (SR 297)
- Detroit Boulevard and Ashland Avenue
- Detroit Boulevard and Bowman Avenue
- Detroit Boulevard and Untreiner Avenue
- Detroit Boulevard and Pensacola Boulevard (SR 95/ US 29)

The analysis will follow guidelines provided by the County. This task will also involve data collection, volume calculations, base year (2013) no-build and future year traffic analysis, develop recommendations to address crash issues, queuing and delay, a brief traffic report, project management and coordination. Traffic counts will be collected at the beginning of the project and also one month after the realignment of Detroit Boulevard and Johnson Avenue is opened to the traveling public.

**TASK 5 – Roadway Design Alternatives and Conceptual Plans (Lump Sum Fee = \$39,340.00)**

This task shall include providing safety upgrade and intersection design alternatives which indicate existing conditions and define areas of constraint and/or required property acquisition. This also includes the preparation of conceptual plans that depict the proposed roadway typical section alternatives and drainage upgrades for the segment of Detroit Boulevard defined above, including geometric and intersection improvements. Consultant will evaluate roadway typical sections for the following alternatives:

- A three-lane urban typical section with sidewalk
- A two-lane rural typical section with shoulders and sidewalk with left turn lanes as determined by the traffic analysis
- A two-lane urban typical section with sidewalk and left turn lanes as determined by the traffic analysis.

Existing underground utilities will be shown in the conceptual plans as provided by the utility owners and will not be located or surveyed as part of Phase I services. This task shall further comprise of coordination with the County, Escambia County Area Transit (ECAT), Florida Department of Transportation (FDOT) and the Alabama and Gulf Coast Railway (AGR), with the primary goal of coordinating any future projects to Detroit Boulevard, including intersection, turn lane, safety, pedestrian and bus shelter improvements. This coordination specifically includes the FDOT's SR 95 (US 29) left turn lane improvements proposed to Detroit Boulevard, FPID No. 218603-1-52-01. This task shall also include preparing an Evaluation Matrix for the design alternatives.

**TASK 6 – Public Involvement (Lump Sum Fee = \$4,000.00)**

Consultant shall prepare for and attend one (1) public involvement meeting with the general public prior to finalizing the conceptual plans in order to gain input on the roadway design features of the project from potential affected property owners along Detroit Boulevard. This meeting will be coordinated and scheduled with the Escambia County Engineering Department.

**TASK 7 – Drainage Analysis (Lump Sum Fee = \$13,810.00)**

This task shall consist of performing preliminary drainage design for Detroit Boulevard for the limits outlined above. This includes, but not limited to, reviewing all historical data from prior drainage basin studies, evaluating the existing drainage system capacity throughout the corridor, developing conceptual drainage design for the roadway alternatives, coordination with all stakeholders involved and determining potential pond site locations as required.

**TASK 8 – Construction Cost Estimate (Lump Sum Fee = \$3,860.00)**

Consultant shall prepare a construction cost estimate for the roadway design alternatives defined above in Task 5. This task shall include those efforts necessary to develop preliminary cost/benefit analysis matrix with each of the roadway design improvements in order to assist the County during the selection of the alternatives. This matrix will include residential, commercial, environmental and right of way impacts for each of the alternatives studied. Preliminary cost estimates for proposed property acquisition that may be considered for further will not be provided under this task.

**TASK 9 – Report of Findings and Recommendations (Lump Sum Fee = \$4,120.00)**

Consultant shall prepare a written report summarizing the efforts undertaken during the completion of the above described task services. The written report shall include a concise, easy to review cost/benefit analysis matrix that will allow the County to determine the best alternative to move forward with design and construction for the Detroit Boulevard corridor. Also, the summary report will include the data gathering efforts, document meeting participants, discussion topics and pertinent information found which served as the basis for development of the matrix.

**Lump Sum Total for Basic Services Tasks 1 thru 9: \$171,769.91**

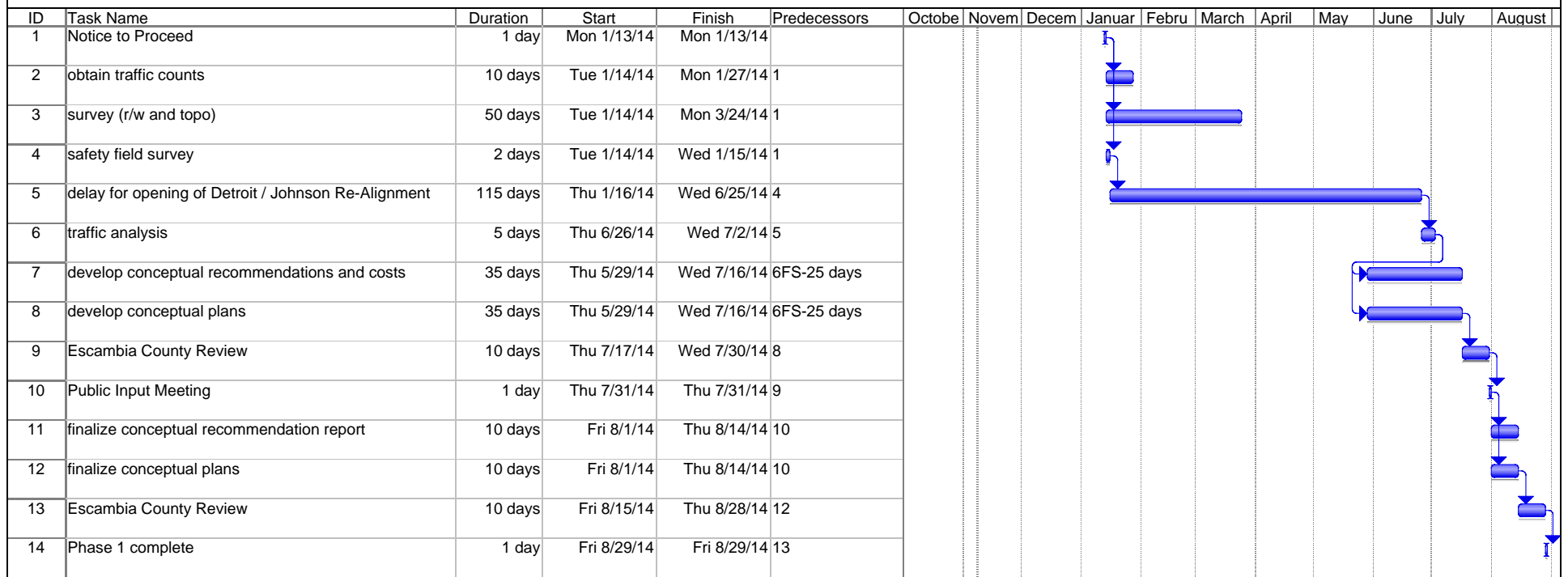
**List of Deliverables:**

- 2 Hard Copies of the Report of Findings (including recommendations)
- 2 Hard Copies of the Conceptual Plans
- 2 Electronic Copies (CD) of the submittal package



## Exhibit "B"

### Detroit Boulevard Safety Upgrades (from Pine Forest to US 29) Phase 1 Preliminary Schedule of Events



Estimated Contract Time at 12 months

Project: Detroit Phase 1 schedule  
Date: Fri 11/8/13

Task



Milestone



External Tasks



Split



Summary



External Milestone



Progress



Project Summary



Deadline



## EXHIBIT "C"

Project Name: Detroit Blvd. Safety Upgrade Improvements - Phase I services  
 Client: Escambia County  
 Prepared By: D. Skipper  
 Date: November 8, 2013

Detroit Blvd. Safety Upgrade Improvements - Phase I		Projected Manhours									Line Item Sub-Total	Task Sub-Total
		Principal Engineers	Sr. Project Engineer	Project Manager	Project Engineer	Sr. Designer IV/V	PLS	Technicians	2 Person Survey Crew			
Task	Description	\$200.00	\$170.00	\$145.00	\$130.00	\$105.00	\$115.00	\$70.00	\$125.00			
<b>BASIC SERVICES</b>												
1.0	<b>Topographic Survey</b>											
	1.1 Survey Sub-consultant										\$86,580.00	
	Sub-Total	0	0	0	0	0	0	0	0		\$86,580.00	\$86,580.00
2.0	<b>Geotechnical Exploration</b>											
	2.1 Geotechnical Sub-consultant										\$7,240.00	
	Sub-Total	0	0	0	0	0	0	0	0		\$7,240.00	\$7,240.00
3.0	<b>Environmental Investigation</b>											
	3.1 Ecological Sub-consultant										\$5,044.91	
	Sub-Total	0	0	0	0	0	0	0	0		\$5,044.91	\$5,044.91
4.0	<b>Traffic Analysis / Safety Review</b>											
	<b>Data Collection</b>											
	4.1 Obtain and review traffic count data			1	1			2			\$415.00	
	4.2 Obtain and review crash data			1	3			2			\$675.00	
	4.3 Obtain existing laneage and traffic control			0.25				0.25			\$53.75	
	4.4 Obtain misc data (speed limits, school schedules, etc)			1	1			4			\$555.00	
	<b>Volume Calculations</b>											
	4.5 Determine AM and PM peak volumes based on count data			0.5				1			\$142.50	
	<b>Base Year No-Build Traffic Analysis</b>											
	4.6 Develop synchro network (5 isolated intersections)			0.5				2			\$212.50	
	4.7 Code 2013 existing volumes (5 isolated intersections, AM and PM peaks)			0.25				1			\$106.25	
	4.8 Run and extract MOEs (5 isolated intersections, AM and PM peaks)			0.5				2			\$212.50	
	<b>Future Year No-Build Traffic Analysis</b>											
	4.9 Develop growth rate, coordinate with County			0.5				1			\$142.50	
	4.10 Calculate future volumes using growth rate			0.25				0.5			\$71.25	
	4.11 Code future volumes into Synchro			0.25				0.5			\$71.25	
	4.12 Run Synchro and extract MOEs (5 isolated intersections, AM and PM peaks)			0.5				2			\$212.50	
	<b>Develop Recommendations to address crash issues</b>											
	4.13 Review crash data to identify patterns			1				2			\$285.00	
	4.14 Develop countermeasures to address crash issues			2.5				5			\$712.50	
	Develop Recommendations to address excessive queuing and delay											
	4.15 Review Future Year No-build traffic operations and MOEs			0.25				0.5			\$71.25	
	4.16 Develop draft improvements to address queuing and delay (5 isolated intersections)			0.5				2			\$212.50	
	4.17 Revise Synchro network based on draft recommendations			0.25				0.5			\$71.25	
	4.18 Revise volume data as needed (due to traffic rerouting) (5 isolated intersections)							0.25			\$17.50	
	4.19 Run Synchro and extract MOEs (5 isolated intersections, AM and PM peaks)			0.5				1			\$142.50	
	4.20 Revise recommendations as needed, and rerun Synchro (repeating previous steps as needed)			0.25				0.5			\$71.25	
	4.21 Develop final improvements to address queuing and delay (5 isolated intersections)			0.25				0.25			\$53.75	
	4.22 Revise Synchro network based on final recommendations			0.25				0.5			\$71.25	
	4.23 Run Synchro and extract MOEs (5 isolated intersections, AM and PM peaks)			0.5				1			\$142.50	
	<b>Traffic Report</b>											
	4.24 Develop draft report and figures (electronic copy only)			10				16			\$2,570.00	
	4.25 Address review comments			2				2			\$430.00	
	4.26 Submit final report (electronic copy only)			0.25				0.25			\$53.75	
											\$0.00	
	Sub-Total	0	0	25	5	0	0	50	0		\$7,775.00	\$7,775.00
5.0	<b>Roadway Design Alternatives and Conceptual Plans</b>											
	5.1 Prepare Existing Conditions Report for Safety and ADA (clear zone issues, ADA survey, etc.)		2	10	10			10			\$3,790.00	
	5.2 Investigate existing utilities			2	8			8			\$1,890.00	
	5.3 Typical Section Development (Three typical sections: 3 lane urban with sidewalk, 2 lane urban with sidewalk and 2 lane rural with shldr. & sidewalk)		2	4				8			\$1,480.00	
	5.4 Develop Roadway Plan Concepts ( Up to three roadway conceptual drawings utilizing typical noted above)		8	20	50			100			\$17,760.00	
	5.5 Coordination and Meetings (Esc. Co, ECAT, FDOT, RR, etc.)		4	20	20			8			\$6,740.00	
	5.6 Prepare Evaluation Matrix to compare alternatives	1	4	8	16			8			\$4,680.00	
	5.7 QA/QC	15									\$3,000.00	
	Sub-Total	16	20	64	104	0	0	142	0		\$39,340.00	\$39,340.00
6.0	<b>Public Involvement</b>											
	6.1 Prepare for and attend one public involvement meeting		4	8	8			16			\$4,000.00	
	Sub-Total	0	4	8	8	0	0	16	0		\$4,000.00	\$4,000.00
7.0	<b>Drainage Analysis</b>											
	7.1 Review of existing drainage system capacity		2	10	15						\$3,740.00	
	7.2 Develop conceptual drainage design for the roadway alternatives		2	10	20			20			\$5,790.00	
	7.3 Evaluate potential pond sites if needed for the roadway alternatives	1	4	10	15						\$4,280.00	
											\$0.00	
	Sub-Total	1	8	30	50	0	0	20	0		\$13,810.00	\$13,810.00
8.0	<b>Construction Cost Estimate</b>											
	8.1 Prepare construction cost estimates for roadway design alternatives	1	2	8	8			16			\$3,860.00	
	Sub-Total	1	2	8	8	0	0	16	0		\$3,860.00	\$3,860.00
9.0	<b>Report of Findings and Recommendations</b>											
	9.1 Prepare a summary report with final recommendations	1	4	8	16						\$4,120.00	
	Sub-Total	1	4	8	16	0	0	0	0		\$4,120.00	\$4,120.00
	<b>Project Total</b>	4	38	143	191	0	0	244	0		\$171,769.91	\$ 171,769.91



*Providing Professional Surveying Services Since 1976*  
Licensed in Florida and Alabama

November 6, 2013

David Skipper  
Hatch Mott McDonald  
5111 North 12th Avenue  
Pensacola, FL 32504

Ref: Detroit Boulevard

Dear Mr. Skipper:

In response to your request for an estimate to supply surveying services for the referenced project, we submit the following:

Scope of Work

Topo 50' grid; 50 each side of centerline of Detroit Boulevard from west R/W of Highway 29 to Pine Forest Road. Topo 100' along each intersecting streets except 200' along Ashland, Bowman, Fowler, & Untreiner. Topo Pine Forest Road entire R/W 200' north and 200' south of intersection with Detroit. Locate wood line in heavily wooded areas and "all" Heritage Trees (60" and over) (15.7'). Locate wetlands, SPC 83/90 NAVD 88, establish R/W line.

Field Work

	<u>Hours</u>	<u>Cost</u>
1. Horizontal Control (establish R/W)	80 hrs.	
2. Stake control/GPS controls	48 hrs.	
3. Vertical Control (NAVD 88)/elevate control points	24 hrs.	
4. Locate utilities/above ground and obvious	16 hrs.	
5. Locate trees (wood line & Heritage)	8 hrs.	
6. Topo shots (50' grid)	245 hrs.	
7. Topo Pine Forest Road	18 hrs.	
8. Maintenance of Traffic	40 hrs.	
9. Locate Wetlands	16 hrs.	
Total Field Crew	495 hrs.	\$64,350.00

Office Work

	<u>Hours</u>	<u>Cost</u>
1. Drafting/calculations/research	216 hrs.	\$11,880.00
2. Secretary	18 hrs.	\$630.00
3. Professional Land Surveyor/Supervision	108 hrs.	<u>\$9,720.00</u>

**Grand Total** **\$86,580.00**

We appreciate this opportunity to present this proposal to you and we would look forward to working with you on the project. If you have any questions, please don't hesitate to call me.

Thank you,

David D. Glaze, P. S. M.

DDG/bo



1300 West Main Street  
Pensacola, Florida 32502  
Tel: (850) 433-9441  
Fax: (850) 433-9771  
[www.fugroconsultants.com](http://www.fugroconsultants.com)

October 18, 2013  
Proposal No. 04.83131023

Mr. David Skipper, PE  
Hatch Mott MacDonald, Inc.  
5111 N. 12th Avenue  
Pensacola, FL 32504

Subject: Detroit Blvd. Safety Upgrades – Preliminary Pavement Condition Survey  
Escambia County, Florida

Dear Mr. Skipper:

Fugro Consultants, Inc. (Fugro) is pleased to submit this proposal to perform a Preliminary Pavement Condition Survey to support the subject project. Included in this proposal are our understanding of the project, the proposed Scope of Services, the schedule and cost for our services, and the General Conditions proposed.

### **Project Description**

Based on the information provided, we understand that Phase I of the project includes evaluating safety upgrades for Detroit Blvd. from Pine Forest Road to US Highway 29. As part of this study, a preliminary pavement condition survey is desired so that pavement rehabilitation alternatives can be evaluate during this phase of the project.

### **Scope of Work**

Based on our understanding of the above project information, and subsequent to a preliminary visual pavement condition survey performed today, we recommend evaluating the existing pavement section at 5 locations along the subject roadway. At each location, a 6 inch diameter core will be cut and a hand auger boring advanced so that the existing pavement section can be determined. Asphalt thickness, base type/thickness, and subgrade conditions will be determined to allow for a preliminary evaluation of pavement rehabilitation alternatives (e.g. milling and resurfacing, removal and replacement, etc.).

Maintenance of Traffic has been included in the Scope of Work. MOT will be in accordance with FDOT Index No. 603 – Two-Lane Two-Way Work Within the Travel Way. Law enforcement will be employed to improve safety for the field crew.

Laboratory soil testing will be required to aid in soil classification and to evaluate and document general material properties. Our cost estimate includes an allowance for several natural water content and grainsize tests. More extensive laboratory soil testing, if necessary based on the subsurface conditions encountered, will not be performed without prior authorization.

Following the completion of the field and lab testing, we will render a soils report which will include:

- Our understanding of the project information pertinent to the Geotechnical exploration.
- A summary of the activities performed during the study.

- Site or other Geotechnical conditions observed at the time of the study, and the impact(s) they could have on the proposed development.
- The pavement section/conditions encountered at each core location.
- A summary of the laboratory soil test results.
- A Report of Findings including preliminary pavement rehabilitation alternatives.

### **Schedule and Cost Estimate**

Based on our current workload, we estimate being able to mobilize to the site within 10 working days of receiving the written notice to proceed. The field work is estimated to require 1 working day, and the lab testing will require 5 working days. As the information becomes available, we can provide preliminary design information, if desired. The written report should be available within 21 working days of receiving the written notice to proceed.

The cost for the above Scope of Services will be \$7,240.



October 31, 2013

David D. Skipper, PE  
Vice President  
**Hatch Mott MacDonald**  
5111 North 12<sup>th</sup> Avenue,  
Pensacola, Florida 32504

**Re:     *Detroit Blvd Road Improvements***  
          *Scope of Services and Proposal*  
          *WSI Reference #2013-*

Dear Mr. Skipper,

As requested, the following is our proposed scope of services and estimated costs necessary to provide the environmental data for the Detroit Boulevard safety upgrade project located in Escambia County, Florida. This proposal includes a review of furnished project information, presents our proposed scope of services, and contains deliverables and fee information.

### **SCOPE OF SERVICES**

Activities to be performed for the Scope of Work are broken into two tasks to include fieldwork & preparation of environmental resource permitting summary.

#### **TASK 1 – FIELD WORK**

1. A jurisdictional determination of all wetlands regulated under **33 CFR 320-330** (US Army Corps of Engineers in accordance with the Corps of Engineers 1987 wetland delineation manual) and Florida Department of Environmental Protection under **62-340 F.A.C.** This effort will involve members of our staff to first conduct a field inspection in which WSI staff will identify all wetland resources and provide a written narrative describing our findings. In addition, Wetland Sciences, Inc. will locate the jurisdictional lines using a Differentially Corrected Global Positioning System (DGPS), which is typically 1-3 meter accurate. This data can be overlain onto aerial photographs, imported electronically into an AutoCAD drawing of the property survey, or used to generate an AutoCAD drawing with the parcel's boundaries approximated which will be attached to the report. This will assist survey crews in the location of the delineated boundary lines.
2. Review land uses and vegetation types, as well as those citing habitat preferences for rare, threatened and species of special concern, and identify any specific areas within the project area that could possibly support listed species. The study will be based on a Land Use, Cover and Forms Classification System (FLUCFCS) and will focus on habitats that could potentially support state or federally listed species or species of special concern. Surveys will be based on visual and audible detection methodologies as outlined within the FGFWFC manual entitled, *Wildlife Methodology Guidelines for Section 18.D of the Application for Development Approval*, 1988.

## **TASK 2 – ENVIRONMENTAL RESOURCE PERMITTING SUMMARY**

Wetland Sciences, Inc. will summarize existing wetlands conditions & functions and the environmental resource permits necessary to authorize the proposed upgrades to the roadway. Wetland Sciences, Inc. will develop a permitting strategy that will include a preliminary evaluation of the proposed wetland impacts, potential wetland mitigation required, and the most appropriate state & federal mechanism to authorize the proposed activity.

### **ESTIMATED FEES**

The estimated costs to complete the services outlined above are presented in the following table.

Professional Personnel	Meeting Hours	Field Hours	Reporting Hours	Total Hours	Salary	Overhead	Profit	Billing Rate	Total
Sr. Scientist	4	16	8	28	\$40.00	120.00%	10.00%	\$96.80	\$2,710.40
Staff Scientist		16	4	20	\$33.00	120.00%	10.00%	\$79.86	\$1,597.20
Environmental Specialist		8		8	\$25.00	120.00%	10.00%	\$60.50	\$484.00
Project Assistant, Clerical				5	\$16.00	120.00%	10.00%	\$38.72	\$193.60
	4	40	12	61	Total Fees				\$4,985.20
Expenses	Number	Rate	Cost	Markup Percent	Cost				Total
Copying	100	\$0.10	\$10.00	10.00%	\$1.00				\$11.00
Shipping	1	\$25.00	\$25.00	10.00%	\$2.50				\$27.50
Travel	42	\$0.51	\$21.21	0.00%	\$0.00				\$21.21
					Total Expenses				\$59.71
					Total this task:				\$5,044.91

We are looking forward to working with you on this project. If you have questions regarding this proposal, please do not hesitate to call.

Sincerely,



Keith D. Johnson  
Environmental Scientist





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5189

County Administrator's Report 12. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/05/2013

Issue: PD 12-13.067 Escambia County Central Booking and Detention Facility Flood Wall and Civil Remediation

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the Escambia County Sheriff's Office Central Booking and Detention Facility Flood Wall and Civil Remediation - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to Birkshire Johnstone, LLC, in the base bid amount of \$478,000, plus Alternate One and Two, in the amount of \$36,000, for a total Contract award amount of \$514,000, for the Escambia County Sheriff's Office Central Booking and Detention Facility Flood Wall and Civil Remediation, PD 12-13.067, and authorize the Interim County Administrator to execute all related documents and Purchase Orders in excess of \$50,000 for Owners' Direct Purchases.

[Funding: Fund 352, Lost III, Cost Center 540115, Object Code 56301, Project #13SH2253 - \$400,000 and Cost Center 210107, Object Code 56301, Project #12EN1763 - \$114,000]

#### **BACKGROUND:**

In response to the flash flood event in June 2012, our Engineering Department determined that a storm water retention barrier needs to be constructed along with some additional remediation measures surrounding the lower level of the Central Booking and Detention Facility. These remediation measures shall be comprised of a concrete masonry wall capable of withstanding hydrostatic pressure of a similar flood event, and elevating the natural topography to allow vehicular passage over the wall. Also inside the confines of this barrier, installation of a storm water lift station to evacuate water and rerouting all existing building gutters and downspouts.

#### **BUDGETARY IMPACT:**

[Funding: Fund 352 Lost III, Cost Center 540115, Object Code 56301, Project #13SH2253]

#### **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, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Contract and Purchase Order.

---

---

**Attachments**

Bid Tab

---

---

# PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Escambia County Sheriff's Office – Central Booking & Detention Facility ITB# 12-13.067								
Bid Opening Time: 3:00 p.m. CST Bid Opening Date: 11/6/2013 Opening Location: Rm. 11.407	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida Statutes</u> , on Entity Crimes	Drug-Free Workplace Form	Info Sheet for Trans. & Convey. Corp. ID	Bid Bond	Certificate of authority to do Business in the State of Florida	Addenda 1 & 2	Base Bid	Bid Option 1	Bid Option 2
NAME OF BIDDER										
Birkshire Johnstone LLC	Y	Y	Y	Y	Y	Y	Y	\$478,000	\$32,000	\$4,000
The Green-Simmons Co., Inc.	Y	Y	Y	Y	Y	Y	Y	\$556,000	\$63,000	\$2,700
Jack Moore & Co., Inc.	Y	Y	Y	Y	Y	Y	Y	\$490,000	\$81,000	\$10,000
J. Miller Construction, Inc.	Y	Y	Y	Y	Y	Y	Y	\$598,965	\$96,294	\$2,256
BIDS OPENED BY:	Joe Pillitary, CPPO, CPPB, Purchasing Coordinator								DATE: November 6, 2013	
BIDS WITNESSED BY:	Lori Kistler, SOSA								DATE: November 6, 2013	
BIDS TABULATED BY:	Lori Kistler, SOSA								DATE: November 6, 2013	

CAR  
DATE 12/5/2013

BOCC  
DATE 12/5/2013

The Purchasing Manager/Designee recommends to the BCC: To award a Contract to Birkshire Johnstone LLC in the base bid amount of \$478,000 and add option #1, in the amount of \$32,000 and add option #2 in the amount of \$4000 for a total Contract award of \$514,000.  
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 12/20/2013 @ 2:30 p.m. CST

 JP/lk



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5388

County Administrator's Report 12. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/05/2013

Issue: Federally Funded Subgrant Agreement Number 14-DS-C9-01-27-01-XXX

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the State of Florida, Division of Emergency Management, Homeland Security Federally-Funded Subgrant Agreement, Contract Number 14-DS-C9-01-27-01-XXX - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the State of Florida, Division of Emergency Management (FDEM) Homeland Security Federally-Funded Subgrant Agreement, Contract Number 14-DS-C9-01-27-01-XXX, allocating Grant funding, in the amount of \$387,466, through June 30, 2014:

- A. Approve the FDEM Federally-Funded Subgrant Agreement, allocating funding that will be identified in Fund 110, Other Grants and Projects Fund, Cost Center to be determined, Revenue Account 334252;
- B. Authorize the Chairman or Vice Chairman to execute this Subgrant Agreement; and
- C. Authorize the Interim County Administrator to execute any Subgrant-related documents required to implement this Subgrant Agreement.

#### **BACKGROUND:**

Escambia County Division of Emergency Management has negotiated with the FDEM to reallocate some unused Federal Fiscal Year 2011 grant funding to the County for the installation of the remaining portion of the security fence surrounding and for the installation of security camera system upgrades within the Public Safety Facility. The amount of Subgrant funds for both projects total \$387,466 that must be completed by the contract end date of June 30, 2014.

#### **BUDGETARY IMPACT:**

Federal funds are being provided in the amount of \$387,466 with no local match requirements and with no administrative expenses specifically identified. Funds for this grant will be identified in Fund 110, Other Grants and Projects, Cost Center to be determined, Revenue Code 334252.

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

Assistant County Attorney Kristin Hual approved this Subgrant Agreement as to form and legal sufficiency on November 15, 2013.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board of County Commissioners' policies require grant contracts be approved by it.

**IMPLEMENTATION/COORDINATION:**

Coordination of this Subgrant will be between FDEM and Escambia County Division of Emergency Management, along with any selected contractors for project implementation.

---

**Attachments**

#14-DS-C9-01-27-01-XXX

---

### **FEDERALLY-FUNDED SUBGRANT AGREEMENT**

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Escambia County Emergency Management (hereinafter referred to as the "Recipient").

**THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:**

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

**(1) SCOPE OF WORK.**

The Recipient shall perform the work in accordance with the Program Budget and Scope of Work, Attachment A and B of this Agreement.

**(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES**

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment D.

**(3) PERIOD OF AGREEMENT.**

This Agreement shall begin upon execution by both parties whichever is later, and shall end **June 30, 2014**, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

**(4) MODIFICATION OF CONTRACT**

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

**(5) RECORDKEEPING**

(a) As applicable, Recipient's performance under this Agreement shall be subject to the Federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost

Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

#### (6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.



(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:  
The Division at the following address:

Division of Emergency Management  
Office of Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at

<http://harvester.census.gov/fac/collect/ddeindex.html>

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Division at the following address:

Division of Emergency Management  
Office of Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

#### (7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraphs (10), (11) and (12) of this Agreement, "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports as requested by the Division.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A and B to this Agreement, and reported in the quarterly financial report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Nikki Hines  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: 50-413-9894  
Fax: (850) 922-8289  
Email: nikki.hines@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

John Dosh, Manager  
6575 North "W" Street  
Pensacola, Florida 32505  
Telephone: 850-471-6400  
Fax: 850-471-6455  
Email: jsdosh@myescambia.com

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget

Attachment B – Scope of Work

Attachment C - Deliverables

Attachment D – Program Statutes and Regulations

Attachment E – Justification of Advance Payment

Attachment F – Warranties and Representations  
Attachment G – Certification Regarding Debarment  
Attachment H – Statement of Assurances  
Attachment I – Reimbursement Checklist

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$387,466 subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A and B of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any



further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

Changes to the amount of funding pursuant to Paragraph (17)(a) above may be accomplished by notice from the Division to the Recipient. The Division may make an award of additional funds by subsequent modification.

All funds received hereunder shall be placed in an interest-bearing account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

The Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

Allowable costs shall be determined in accordance with applicable Office of Management and Budget Circulars, or, in the event no circular applies, by 48 CFR Part 31 CONTRACT COST PRINCIPLES AND PROCEDURES.

Any requests received after June 30, 2014, at the discretion of the Division, may not be reimbursed from this Agreement.

This agreement may be renewed, at the Division's sole discretion, for a period that may not exceed three years or the term of the original Agreement, whichever period is longer, specifying the renewed price and subject to the availability of funds. Pursuant to Section 287.057(13), Florida Statutes, exceptional purchase contracts pursuant to Section 287.057(3)(a) and (c), may not be renewed.

#### (18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

#### (19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

**In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.**

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

**ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.**

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the

discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**RECIPIENT:** Board of County Commissioners  
Escambia County, Florida

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

Name and Title: Lumon J. May, Chairman

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

FID# 59-6000598-168

DUNS# 07-507-9673

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

\_\_\_\_\_  
Deputy Clerk

**STATE OF FLORIDA**  
**DIVISION OF EMERGENCY MANAGEMENT**

Date BCC Approved: \_\_\_\_\_

Date BCC Executed: \_\_\_\_\_

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

Name and Title: \_\_\_\_\_

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

This document approved as to form  
and legal sufficiency

By [Signature]

Title Deputy Clerk

Date 11/15/13

**EXHIBIT – 1**

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

*NOTE: If the resources awarded to the Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.*

Federal Program

Federal agency: **U.S. Department of Homeland Security/Federal Emergency Management Agency**  
Catalog of Federal Domestic Assistance title and number: **97.067**  
Award amount: **\$ 387,466**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)  
OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

*NOTE: If the resources awarded to the Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.*

Federal Program:

*List applicable compliance requirements as follows:*

1. Recipient is to use funding to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate Fiscal Year 2013 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy.
2. Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.



## EOC PROJECT

### ATTACHMENT A

#### Proposed Program Budget

- ✿ Below is a general budget which outlines eligible categories and their allocation under this award. The Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.
- ✿ The equipment category will require a "Detailed Budget Worksheet" including the proposed equipment to be purchased and the corresponding Authorized Equipment List (AEL) reference number. The AEL can be found at [www.rkb.us](http://www.rkb.us).
- ✿ The transfer of funds between the categories listed in the "Proposed Program Budget" is permitted. However, the transfer of funds between Issues is strictly prohibited.
- ✿ At the discretion of the Recipient, funds allocated to Management and Administration costs (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead. However, no more than 3% of each Recipients' total award may be expended on Management and Administration costs.

Grant	Recipient Agency	Category	Amount Allocated
FY 2011 - Homeland Security Grant Program – Issue 15	Escambia County Emergency Management	Issue 15 – FY13 R1 - Escambia County EOC Phase Project	\$387,466.00
		Management and Administration (the dollar amount which corresponds to 3% of the total local agency allocation is shown in the column on the right).	
Total Award			\$387,466.00

## Budget Detail Worksheet

The Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this agreement, contact the grant manager listed in this agreement via email or letter.

FY2011 Escambia Co Issue 15 Budget Detail Worksheet- Eligible Activities				
Eligible Equipment Acquisition Costs The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, can be found on the web-based Authorized Equipment List at: <a href="http://www.rkb.us">http://www.rkb.us</a> <ul style="list-style-type: none"> <li>➤ Click on "Authorized Equipment List (AEL)"</li> <li>➤ If you wish to purchase a piece of equipment from any category below, then, in the space given below that category, put the "AEL item number" and "title"</li> </ul>	Quantity	Unit Cost	Total Cost	Issue Number
Personal protective equipment				
Explosive device mitigation and remediation equipment				
CBRNE operational search and rescue equipment				
Information technology				
Cyber security enhancement equipment				
Interoperable communications equipment				
Detection Equipment				
Decontamination Equipment (HSGP only)				
Medical supplies				
Power equipment				
CBRNE reference materials				
CBRNE incident response vehicles				
Terrorism incident prevention equipment				

Physical security enhancement equipment				
14SW-01-Wall Barriers; Fences; Jersey Walls/ 14SW-01-Vida Systems; Video Assessment; Security/ 21GN-00-INST Installations	1	\$387,466.00	\$387,466.00	15
Inspection and Screening systems				
Agriculture Terrorism Prevention, Response, and Mitigation Equipment (HSGP only)				
CBRNE Prevention and Response watercraft				
CBRNE Aviation Equipment				
CBRNE logistical support equipment				
Inter-ventor equipment				
Public Alert and Warning Equipment				
Disability Access and Functional Needs				
Other authorized equipment costs (include any construction or renovation costs in this category. Written approval must be provided by FEMA prior to the use of any funds for construction or renovation)				

Eligible Management and Administration Costs	Quantity	Unit Cost	Total Cost	Issue Number
<b>Hiring of full-time or part-time staff or contractors/consultants:</b> <ul style="list-style-type: none"> <li>✦ To assist with the management of the respective grant program</li> <li>✦ To assist with application requirements of the grant program</li> <li>✦ To assist with the compliance with reporting and data collection as it may relate to the grant program</li> </ul>				
<b>Development of operating plans for information collection and processing necessary to respond to DHS/ODP data calls.</b>				
<b>Costs associate with achieving emergency management that is inclusive of the access and functional needs of workers and citizens with disabilities.</b>				
<b>Overtime and backfill costs</b> – Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called “Overtime as Backfill” are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers’ Compensation and Unemployment Compensation.				
<b>Travel expenses</b>				

<b>Meeting-related expenses</b> (For a complete list of allowable meeting-related expenses, please review the <i>OJP Financial Guide</i> at <a href="http://www.ojp.usdoj.gov/FinGuide">http://www.ojp.usdoj.gov/FinGuide</a> ).				
<b>Acquisition of authorized office equipment</b> , including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.				
<b>The following are allowable only within the contract period:</b> <ul style="list-style-type: none"> <li>✦ Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc.</li> <li>✦ Leasing and/or renting of space for newly hired personnel to administer programs within the grant program.</li> </ul>				

## ATTACHMENT B

### Scope of Work

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security –Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2011 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

#### I. Issue and Project Description

##### **Issue 15 – R1 - Escambia County EOC Phase Project** Systems, Physical Access Control

- Installation of the remaining security fence around the property perimeter of the Escambia County Public Safety Facility/EOC to include the following:
  - Installation of a security fence on the east and south side of the facility.
  - Installation of driveway access gates and automatic operators.
  - Installation of security access panels at each gate location and the electrical/communications connections required for remote operation.
- The project includes the replacement of the existing analog video systems with a new digital video system. All existing cameras and cabling will be replaced and/or consolidated in numbers, with additional cameras installed on the exterior of the facility for outside view.

#### II. Categories and Eligible Activities

FY2011 allowable costs are divided into the following categories: **equipment and management and administration cost** are allowable cost. Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

##### **A. Equipment Acquisition**

The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for FY 2011 HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), at <https://www.rkb.us>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

The equipment, goods, and supplies ("the eligible equipment") purchased with funds provided under this agreement are for the purposes specified in "Florida's Domestic Security Strategy". Equipment purchased with these funds will be utilized in the event of emergencies, including, but not limited to, terrorism-related hazards. The sub-recipient shall place the equipment throughout the State of Florida in such a manner that, in the event of an emergency, the equipment can be deployed on the scene of the emergency or be available for use at a fixed location within two (2) hours of a request for said deployment. The Florida Division of Emergency Management (FDEM) must approve any purchases of equipment not itemized in a project's approved Initial Strategic Implementation Plan (ISIP) in advance of the purchase.

The sub-recipient will, in accordance with the statewide mutual aid agreement or other emergency response purpose as specified in the "Florida Domestic Security Strategy," ensure that all equipment purchased with these funds is used to respond to any and all incidents within its regional response area as applicable for so long as this Agreement remains in effect. Prior to requesting a response, the FDEM will take prudent and appropriate action to determine that the level or intensity of the incident is such that the specialized equipment and resources are necessary to mitigate the outcome of the incident.

The sub-recipient shall notify the FDEM Office of Domestic Preparedness at 2555 Shumard Oak Blvd., Tallahassee, Florida 32399 one year in advance of the expiration of the equipment's posted shelf-life or normal life expectancy or when it has been expended. The sub-recipient shall notify the FDEM immediately if the equipment is destroyed, lost, or stolen.

The sub-recipient shall not transfer, rent, sell, lease, alienate, donate, mortgage, encumber or otherwise dispose of the eligible equipment without the prior written consent of the FDEM.

##### **B. Management and Administration** - no more than 3% of each sub-recipient's total award may be expended on Management and Administration costs.

**Hiring of full-time or part-time staff or contractors/consultants:**

- To assist with the management of the respective grant program
- To assist with application requirements
- To assist with the compliance with reporting and data collection requirements

**Development of operating plans for information collection and processing necessary to respond to FEMA data calls**

**Overtime costs** - Overtime are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by *Maritime Transportation Security Act of 2002*), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams. Grant funding can only be used in proportion to the Federal man-hour estimate, and only after funding for these activities from other Federal sources (i.e. FBI JTTF payments to State and local agencies) has been exhausted. Under no circumstances should DHS grant funding be used to pay for costs already supported by funding from another Federal source.

**Operational overtime costs.** In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites. FY 2011 SHSP or IASI funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructures sites in the following authorized categories:

- Backfill and overtime expenses (as defined in FOA) for staffing State or Major Urban Area fusion centers;
- Hiring of contracted security for critical infrastructure sites;
- Public safety overtime (as defined in FOA)
- Title 21 or State Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package); and
- Increased border security activities in coordination with CPB, as outlined in Information Bulletin 135.

FY 2011 SHSP funds may only be spent for operational overtime costs upon prior approval provided in writing by the FEMA Administrator.

**Travel expenses**

**Meeting-related expenses** (For a complete list of allowable meeting-related expenses, please review the OJP Financial Guide at <http://www.ojp.usdoj.gov/FinGuide>).

**Acquisition of authorized office equipment, including:**

- Personal computers
- Laptop computers
- Printers
- LCD projectors, and
- Other equipment or software which may be required to support the implementation of the homeland security strategy

**The following are allowable only within the period of performance of the contract:**

- Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc.
- Leasing and/or renting of space for newly hired personnel during the period of performance of the grant program

**C. Unauthorized Expenditures**

- Activities unrelated to the completion and implementation of the grant program
- Other items not in accordance with the Authorized Equipment List or previously listed as allowable costs
- Funding may not be used to supplant ongoing, routine public safety activities of state and local emergency responders, and may not be used to hire staff for operational activities or backfill. Funds cannot not replace (supplant) funds that have been appropriated for the same purpose.

**D. Construction and Renovation**

Project construction using SHSP and UASI funds may not exceed the greater of \$1,000,000 or 15% of the grant award. For the purposes of the limitations on funding levels, communications towers are not considered construction.

Written approval must be provided by FEMA prior to the use of any HSGP funds for construction or renovation. When applying for construction funds, including communications towers, at the time of application, grantees are highly encouraged to submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits and documents, and to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., completing the FCC's Section 06 review process for tower construction projects; coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects). Projects for which the grantee believes an Environmental Assessment (EA) may be needed, as defined in

44 CFR 10.8 and 10.9, must also be identified to the FEMA Program Analyst within six (6) months of the award and completed EHP review packets must be submitted no later than 12 months before the end of the Period of Performance. EHP review packets should be sent by the SAA to FEMA for review.

FEMA is legally required to consider the potential impacts of all HSGP projects on environmental resources and historic properties. Grantees must comply with all applicable environmental planning and historic preservation (EHP) laws, regulations, and Executive Orders (EOs) in order to draw down their FY 2011 HSGP grant funds. To avoid unnecessary delays in starting a project, grantees are encouraged to pay close attention to the reporting requirements for an EHP review. For more information on FEMA's EHP requirements please refer to Bulletins 329 and 345 (<http://www.fema.gov/government/grant/bulletins/index.shtml>).

FY 2011 HSGP Program grantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor wage determinations, is available from the following website: <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

*In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review. Per the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act of 2009 (Public Law 110-329), communications towers are not subject to the \$1,000,000 construction and renovation cap.*

#### **Approval Process:**

In order for grantees to drawdown funds for construction and renovation costs, the grantee must provide the Division with:

- A description of the asset or facility, asset location, whether the infrastructure is publicly or privately owned, and the construction or renovation project;
- Certification that a facility vulnerability assessment has been conducted
- An outline addressing how the construction or renovation project will address the identified vulnerabilities from the assessment
- Consequences of not implementing the construction or renovation project
- Any additional information requested by FEMA to ensure compliance with Federal environmental and historic preservation requirements

Additional information may also be found on the FEMA's website located at <http://www.fema.gov/plan/ehp/>.

**Note:** Written approval must be provided by FEMA prior to the use of any funds for construction or renovation.

#### **E. Overtime and Backfill Guidance**

**Personnel (SHSP and UASI)** – Personnel hiring, overtime, and backfill expenses are permitted under this grant in order to perform allowable FY 2011 HSGP planning, training, exercise, and equipment activities. A personnel cost cap of up to 50 percent (50%) of the total SHSP and UASI program funds may be used for personnel and personnel-related activities as directed by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412). Grantees who wish to seek a waiver from the personnel cost cap must provide documentation explaining why the cap should be waived; waiver requests will be considered only under extreme circumstances. In general, the use of SHSP and UASI funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

For further details, please refer to Information Bulletin 358.

FY 2011 HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public health and safety duties or to supplant traditional public health and safety positions and responsibilities.

Definitions for hiring, overtime, and backfill-related overtime, and supplanting remain unchanged from FY 2011 HSGP.

#### **F. National Incident Management System (NIMS) Compliance**

HSPD-5, "*Management of Domestic Incidents*," mandated the creation of NIMS and the National Response Plan (NRP). NIMS provides a consistent framework for entities at all jurisdictional levels to work together to manage domestic incidents, regardless of cause, size, or complexity. To promote interoperability and compatibility among Federal, State, local, and tribal capabilities, NIMS includes a core set of guidelines, standards, and protocols for command and management, preparedness, resource management, communications and information management, supporting technologies, and management and maintenance of NIMS. The NRP, using the template established by NIMS, is an all-discipline, all-hazards plan that provides the structure and mechanisms to coordinate operations for evolving or potential



Incidents of National Significance, which are major events that “require a coordinated and effective response by an appropriate combination of Federal, State, local, tribal, private sector, and nongovernmental entities.” The NIMS Integration Center (NIC) recommends **38 NIMS Compliance Objectives** for nongovernmental organizations that support NIMS implementation. These activities closely parallel the implementation activities that have been required of State, territorial, tribal, and local governments since 2004 and can be found at [www.fema.gov/pdf/emergency/nims/ngo\\_fs.pdf](http://www.fema.gov/pdf/emergency/nims/ngo_fs.pdf). To integrate nonprofit organizations into the broader national preparedness effort, DHS encourages grantees to consider pursuing these recommended activities. Additionally, nongovernmental organizations grantees and sub-grantees will be required to meet certain NIMS compliance requirements. This includes all emergency preparedness, response, and/or security personnel in the organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant must complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes IS-700 NIMS: An Introduction. In addition, IS-800.a NRP: An Introduction, Incident Command System (ICS-100), Incident Command System (ICS-200), Intermediate Incident Command System (I-300), and Advanced Incident Command System (G-400) are also recommended. For additional guidance on NIMS training, please refer to [http://www.fema.gov/emergency/nims/nims\\_training.shm](http://www.fema.gov/emergency/nims/nims_training.shm). Additional information about NIMS implementation and resources for achieving compliance are available through the NIMS Integration Center (NIC), at <http://www.fema.gov/emergency/nims/>.

### III. Reporting Requirements

#### 1. Quarterly Programmatic Reporting:

The Quarterly Programmatic Report is due within 30 days after the end of the reporting periods (March 30, June 30, September 30 and December 30) for the life of this contract.

- If a report(s) is delinquent, future financial reimbursements will be withheld until the Recipient's reporting is current.
- If a report goes 2 consecutive quarters without Recipient providing information in the narrative portion of the Quarterly Status Report, Report will be denied until narrative is provided, also financial reimbursements will be withheld until the required information has been submitted.

#### Programmatic Reporting Schedule

Reporting Period	Report due to DEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

#### 2. Programmatic Reporting-BSIR

##### Biannual Strategic Implementation Report:

After the end of each reporting period, for the life of the contract unless directed otherwise, the SAA will complete the Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) <https://www.reporting.odp.dhs.gov>. The reporting periods are January 1-June 30 and July 1-December 31. Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

#### 3. Reimbursement Requests:

A request for reimbursement may be sent to your grant manager for review and approval at anytime during the contract period. The Recipient should include the category's corresponding line item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line item number is to be included for every dollar amount listed in the "Detail of Claims" form.

#### 4. Close-out Programmatic Reporting:

The Close-out Report is due to the Florida Division of Emergency Management no later than 60 calendar days after the agreement is either completed or the agreement has expired.

#### 5. Monitoring:

### Florida Division of Emergency Management US Department of Homeland Security Grants Program Grant Monitoring Process

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Florida Division of Emergency Management (FDEM) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable SHSGP grant guidance and statutory regulations. The monitoring process is designed to assess a recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between FDEM and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

**Frequency of annual monitoring activity:**

Each year the FDEM will conduct monitoring for up to 50% of their sub-grantees. It is important to note that although a given grant has been closed, it is still subject to either desk or on-site monitoring for a five year period following closure.

**Areas that will be examined include:**

Management and administrative procedures;  
Grant folder maintenance;  
Equipment accountability and sub-hand receipt procedures;  
Program for obsolescence;  
Status of equipment purchases;  
Status of training for purchased equipment;  
Status and number of response trainings conducted to include number trained;  
Status and number of exercises;  
Status of planning activity;  
Anticipated projected completion;  
Difficulties encountered in completing projects;  
Agency NIMS/ICS compliance documentation;  
Equal Employment Opportunity (EEO Status);  
Procurement Policy

FDEM may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or FDEM leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring on an annual basis and as determined by the FDEM. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the FDEM determines that a recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant recipient agency name, year and project description and the nature of the issue in question. Many of

the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to the FDEM for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors
- Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by the FDEM or designated personnel. On-site Monitoring visits will be scheduled in advance with the recipient agency POC designated in the grant agreement.

The FDEM will also conduct coordinated financial and grant file monitoring. These monitoring visits will be coordinated with the capability review visits. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

All findings related to the capability review will be documented and maintained within the FDEM.

#### **On-site Monitoring Protocol**

On-site Monitoring Visits will begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial and programmatic on-site monitoring checklist to assist in the completion of all required tasks.

#### **Site Visit Preparation**

A letter will be sent to the recipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date.

The appointment should be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

#### **On-Site Monitoring Visit**

Once FDEM personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FDEM intends to examine will be identified. If financial monitoring visit will be conducted, they will then explain their objectives and will proceed to perform the financial review.

FDEM personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per recipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment (large capital expenditures in excess of \$1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment. Once the tour/visual/spot inspection of equipment has been completed, the FDEM personnel will then conduct an exit conference with the grantee to review the findings.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

#### **Post Monitoring Visit**

FDEM personnel will review the on-site monitoring review worksheets and backup documentation as a team and discuss the events of the on-site monitoring.

Within 30 calendar days of the site visit, a monitoring report will be generated and sent to the grantee explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a monitoring report to that effect will be generated and sent to the grantee. The grantee will submit a Corrective Action Plan within a timeframe as determined by the FDEM. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub grant Agreement.

The On-Site Monitoring Worksheets, the monitoring report and all back up documentation will then be included in the grantee's file.

#### **A. Programmatic Point of Contact**

Nikki Hines Grants Manager FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 413-9894 <a href="mailto:nikki.hines@em.myflorida.com">nikki.hines@em.myflorida.com</a>	Felicia Pinnock Program Manager FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 413-9958 <a href="mailto:Felicia.Pinnock@em.myflorida.com">Felicia.Pinnock@em.myflorida.com</a>
---	--

#### **B. Contractual Responsibilities**

- The FDEM shall determine eligibility of projects and approve changes in scope of work.
- The FDEM shall administer the financial processes.

## **ATTACHMENT C**

### **DELIVERABLES**

**State Homeland Security Program (SHSP):** SHSP supports the implementation of risk driven, capabilities-based State Homeland Security Strategies to address capability targets set in Urban Area, State, and regional Threat and Hazard Identification and Risk Assessments (THIRAs). The capability levels are assessed in the State Preparedness Report (SPR) and inform planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

In addition, the Recipient is to complete the following issues as described below throughout the agreement period to ensure compliance and coordination with the Homeland Security Grant Program. Items listed below are to be reviewed quarterly to ensure recipients' compliance. Documentation supporting the completion of the issues outlined below shall be submitted along with the Quarterly Financial report.

#### **Issue 15 – R1 - Escambia County EOC Phase Project - Systems, Physical Access Control**

- Installation of the remaining security fence around the property perimeter of the Escambia County Public Safety Facility/EOC to include the following:
  - Installation of a security fence on the east and south side of the facility.
  - Installation of driveway access gates and automatic operators.
  - Installation of security access panels at each gate location and the electrical/communications connections required for remote operation.
- The project includes the replacement of the existing analog video systems with a new digital video system. All existing cameras and cabling will be replaced and/or consolidated in numbers, with additional cameras installed on the exterior of the facility for outside view.

**Attachment D**  
**Program Statutes, Regulations and Special Conditions**

- 1) 53 Federal Register 8034
- 2) 31 U.S.C. §1352
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements  
28 CFR Part 66, Common rule
- 6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470),  
Executive Order 11593
- 9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 12) 28 CFR applicable to grants and cooperative agreements
- 13) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 14) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 15) Title VI of the Civil Rights Act of 1964, as amended;
- 16) Section 504 of the Rehabilitation Act of 1973, as amended;
- 17) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 18) Title IX of the Education Amendments of 1972;
- 19) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 20) 28 CFR Part 42, Subparts C,D,E, and G
- 21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39
- 22) Chapter 252, Florida Statutes
- 23) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
- 24) 44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
- 25) 44 CFR, Part 302
- 26) 48 CFR, Part 31
- 27) OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

**Special Conditions**

1. The Recipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to Department of Homeland Security grants are listed below:
  - A. Administrative Requirements
    - 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule").
    - 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
  - B. Cost Principles
    - 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
    - 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
    - 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)

C. Audit Requirements for State

- OMB Circular A-133, Audits of States, Local Governments and Non Profit Organizations

2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
3. The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2013 Homeland Security Grant Program guidance and application kit.
4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings, structures and objects that are 50 years old or older, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
5. The recipient is prohibited from obligation or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved through an official email notice issued by FEMA removing this special programmatic condition. The Operations Order approval process/structure is as follows: Operations Orders are submitted to (1) the appropriate Customs and Border Protection (CBP) Border Patrol (BP) Sector Headquarters (HQ); upon approval by the Sector HQ, forwarded through the Border Patrol Enforcement Transfer System (BPETS) system to (2) the OPSG Coordinator, CPB/BP Washington, DC and upon approval forwarded to (3) Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Grant Development and Administration Division (GD&A). Notification of release of programmatic hold will be sent by FEMA via email to the State Administrative Agency (SAA) with a copy to OPSG Coordinator at CBP/BP HQ, Washington, DC.



**Attachment E**

**JUSTIFICATION OF ADVANCE PAYMENT**

**RECIPIENT:**

If you are requesting an advance, indicate same by checking the box below.

<input type="checkbox"/> <b>ADVANCE REQUESTED</b>  Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.
---

If you are requesting an advance, complete the following chart and line item justification below.

**ESTIMATED EXPENSES**

<b>BUDGET CATEGORY/LINE ITEMS</b> (list applicable line items)	<b>20__-20__ Anticipated Expenditures for First Three Months of Contract</b>
<u>For example</u> <b>ADMINISTRATIVE COSTS</b> (Include Secondary Administration.)	
<u>For example</u> <b>PROGRAM EXPENSES</b>	
<b>TOTAL EXPENSES</b>	

**LINE ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399 within thirty (30) days of receipt, along with any interest earned on the advance)

---



---



---



---



---

**Attachment F**  
**Warranties and Representations**

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

#### Codes of conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

#### Business Hours

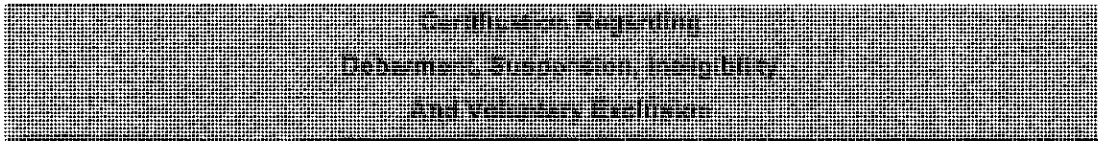
The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 am-5:00 pm weekdays, excluding recognized holidays.

---

#### Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

**Attachment G**



**Subcontractor Covered Transactions**

- (1) The prospective subcontractor of the Recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

**SUBCONTRACTOR:**

\_\_\_\_\_

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

Signature

\_\_\_\_\_  
Recipient's Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
DEM Contract Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

## Attachment H

### Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

**Attachment I**  
**Reimbursement Check List**

**Please Note: FDEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.**

**Equipment**

- ☐ 1. Have all invoices been included?
- ☐ 2. Has an AEL # been identified for each purchase?
- ☐ 3. If service/warranty expenses are listed, are they only for the performance period of the grant?
- ☐ 4. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement)
- ☐ 5. If EHP form needed – has copy of it and approval from State/DHS been included?

**Planning**

**Consultants/Contractors (Note: this applies to contractors also billed under Organization)**

- ☐ 1. Does the amount billed by consultant add up correctly?
- ☐ 2. Has all appropriate documentation to denote hours worked been properly signed?
- ☐ 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and sign-up sheet with meeting date must be included).
- ☐ 4. Has the invoice from consultant/contractor been included?
- ☐ 5. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).
- ☐ 6. Has Attachment G (found within Agreement with FDEM) been completed for this consultant and included in the reimbursement package?

**Salary Positions (Note: this applies to positions billed under M&A and Organization as well)**

- ☐ 1. Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)? Has a time period summary sheet been included for total claimed amount?
- ☐ 2. Does the back-up documentation provided match the time period for which reimbursement is being requested?

**Training**

- ☐ 1. Is the course DHS approved? Is there a course or catalog number? If not, has FDEM approved the non-DHS training? Is supporting documentation included your reimbursement request?
- ☐ 2. Have sign-in sheets, rosters and agenda been provided?
- ☐ 3. If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have print outs from entity's financial system been provided as proof



attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

- ☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- ☐ 5. Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).

#### Exercise

- ☐ 1. Has documentation been provided on the purpose/objectives of the exercise? Such as, SITMAN/EXPLAN.
- ☐ 2. If exercise has been conducted - has after-action report been included? Have sign-in sheets, agenda, rosters been provided?
- ☐ 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?
- ☐ 5. Has any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).
- ☐ 6. Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).

#### Travel/Conferences

- ☐ 1. Have all receipts been turned in such as: airplane receipts, proof of mileage, toll receipts, hotel receipts, car rental receipts, registration fee receipts and parking receipts? Are these receipts itemized? Do the dates of the receipts match the date(s) of travel/conference? Does the hotel receipt have a zero balance? If applicable, have a travel authorization and travel reimbursement form been included to account for per diem, mileage and other travel expenses which have been reimbursed to the traveler by sub grantee?
- ☐ 2. If travel is a conference has the conference agenda been included?
- ☐ 3. Has proof of payment to traveler been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or copy of payroll check if reimbursed through payroll).

**Organization**

- ☐ 1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at EOC, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

**Matching Funds**

- ☐ 1. Contributions are from Non Federal funding sources.
- ☐ 2. Contributions are from cash or in-kind contributions which may include training investments.
- ☐ 3. Contributions are not from salary, overtime or other operational costs unrelated to training.

**For All Reimbursements - The Final Check**

- ☐ 1. Have Forms 3, 4a, 4b and 4c been completed and included with each request for reimbursement?
- ☐ 2. Have the costs incurred been charged to the appropriate POETE category?
- ☐ 3. Does the total on Form 3 match the totals on Forms 4a, 4b and 4c?
- ☐ 4. Has Form 3 been signed by the Grant Manager?
- ☐ 5. Has the reimbursement package been entered into sub grantee's records/spreadsheet?
- ☐ 6. Have the quantity and unit cost been notated on Form 4b?



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5387

County Administrator's Report 12. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/05/2013

Issue: Reissuance of Federally-Funded Subgrant Agreement

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the Replacement Federally-Funded Subgrant Agreement to be Utilized for Department of Homeland Security Related Training - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the replacement Federally-Funded Subgrant Agreement, Contract Number 14-DS-L5-01-27-01-XXX, CFDA Number 97.067:

A. Approve the replacement Federally-Funded Subgrant Agreement between the State of Florida, Division of Emergency Management, and Escambia County Emergency Management, providing cost reimbursement funding to the Escambia County Division of Emergency Management, in the amount of \$14,200, for Department of Homeland Security related training, for the period from the date of full Contract execution through May 31, 2015; and

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

[Funding: Fund 110, Other Grants and Projects Fund, Cost Center 330235]

#### **BACKGROUND:**

The State of Florida is reissuing this Subgrant Agreement as previously approved by the Board on November 7, 2013, as a result of further funding negotiations between the State of Florida and Escambia County. At the State's request, the replacement contract being presented has removed the Public Safety fence project from the previously approved Subgrant Agreement with the same agreement number, reducing the Subgrant Agreement amount from \$209,156 to \$14,200 to be utilized for Department of Homeland Security (DHS) related training only. The Public Safety fence project funding will be reissued with a new Subgrant Agreement number, an enhanced scope of work, and additional federal funding that will also identify an earlier Subgrant deadline than this replacement Subgrant Agreement has identified for the DHS related training. The replacement Subgrant Agreement period of performance will start from the date of full execution through May 31, 2015.

#### **BUDGETARY IMPACT:**

Federal funds are being provided for this replacement Subgrant in the amount of \$14,200, with no local match requirement, with administrative expenses not specifically identified. Funds for this Subgrant will be identified in Fund 110, Other Grants and Projects, Cost Center 330235.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney Kristin Hual approved this replacement Subgrant Agreement as to form and legal sufficiency on November 15, 2013.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board of County Commissioners' policies require grant contracts be approved by it.

**IMPLEMENTATION/COORDINATION:**

Coordination of this Subgrant will be between the Florida Division of Emergency Management and Escambia County Division of Emergency Management, along with any potential training contractors.

---

**Attachments**

#14-DS-L5-01-27-01-XXX

---

### **FEDERALLY-FUNDED SUBGRANT AGREEMENT**

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Escambia County Emergency Management (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Program Budget and Scope of Work, Attachment A and B of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment D.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties whichever is later, and shall end **May 31, 2015**, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the Federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost

Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

#### (6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:  
The Division at the following address:

Division of Emergency Management  
Office of Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at

<http://harvester.census.gov/fac/collect/ddeindex.html>

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Division at the following address:

Division of Emergency Management  
Office of Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100



(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

#### (7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraphs (10), (11) and (12) of this Agreement, "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports as requested by the Division.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A and B to this Agreement, and reported in the quarterly financial report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Nikki Hines  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: 50-413-9894  
Fax: (850) 922-8289  
Email: nikki.hines@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

John Dosh, Manager  
6575 North "W" Street  
Pensacola, Florida 32505  
Telephone: 850-471-6400  
Fax: 850-471-6455  
Email: jsdosh@myescambia.com

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget

Attachment B – Scope of Work

Attachment C - Deliverables

Attachment D – Program Statutes and Regulations

Attachment E – Justification of Advance Payment

Attachment F – Warranties and Representations  
Attachment G – Certification Regarding Debarment  
Attachment H – Statement of Assurances  
Attachment I – Reimbursement Checklist

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$14,200 subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A and B of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any

further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

Changes to the amount of funding pursuant to Paragraph (17)(a) above may be accomplished by notice from the Division to the Recipient. The Division may make an award of additional funds by subsequent modification.

All funds received hereunder shall be placed in an interest-bearing account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

The Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

Allowable costs shall be determined in accordance with applicable Office of Management and Budget Circulars, or, in the event no circular applies, by 48 CFR Part 31 CONTRACT COST PRINCIPLES AND PROCEDURES.

Any requests received after May 31, 2015, at the discretion of the Division, may not be reimbursed from this Agreement.

This agreement may be renewed, at the Division's sole discretion, for a period that may not exceed three years or the term of the original Agreement, whichever period is longer, specifying the renewed price and subject to the availability of funds. Pursuant to Section 287.057(13), Florida Statutes, exceptional purchase contracts pursuant to Section 287.057(3)(a) and (c), may not be renewed.

#### (18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

#### (19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.



(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

**In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.**

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

**ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.**

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the

discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**RECIPIENT:** Board of County Commissioners  
Escambia County, Florida

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

Name and Title: Lumon J. May, Chairman

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

FID# 59-6000598-168

DUNS# 07-507-9673

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

\_\_\_\_\_  
Deputy Clerk

Date BCC Approved: \_\_\_\_\_

Date BCC Executed: \_\_\_\_\_

**STATE OF FLORIDA**  
**DIVISION OF EMERGENCY MANAGEMENT**

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

Name and Title: \_\_\_\_\_

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

This document approved as to form  
and legal sufficiency

By

Title

Date

## EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

*NOTE: If the resources awarded to the Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.*

### Federal Program

Federal agency: **U.S. Department of Homeland Security/Federal Emergency**

**Management Agency**

Catalog of Federal Domestic Assistance title and number: **97.067**

Award amount: **\$ 14,200**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)  
OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

*NOTE: If the resources awarded to the Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.*

### Federal Program:

*List applicable compliance requirements as follows:*

1. Recipient is to use funding to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate Fiscal Year 2013 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy.
2. Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

## ATTACHMENT A

### Proposed Program Budget

- Below is a general budget which outlines eligible categories and their allocation under this award. The Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.
- The equipment category will require a "Detailed Budget Worksheet" including the proposed equipment to be purchased and the corresponding Authorized Equipment List (AEL) reference number. The AEL can be found at [www.rkb.us](http://www.rkb.us).
- The transfer of funds between the categories listed in the "Proposed Program Budget" is permitted. However, the transfer of funds between Issues is strictly prohibited.
- At the discretion of the Recipient, funds allocated to Management and Administration costs (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead. However, no more than 3% of each Recipients' total award may be expended on Management and Administration costs.

Grant	Recipient Agency	Category	Amount Allocated
FY 2013 - Homeland Security Grant Program – Issue 5	Escambia County Emergency Management	Issue 5 - Training	\$14,200.00
		Management and Administration (the dollar amount which corresponds to 3% of the total local agency allocation is shown in the column on the right).	
Total Award		\$14,200	

## Budget Detail Worksheet

The Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this agreement, contact the grant manager listed in this agreement via email or letter.

FY2013 Escambia Co Issue 5 Budget Detail Worksheet– Eligible Activities				
Allowable Training Costs	Quantity	Unit Cost	Total Cost	Issue Number
Developing, Delivering, and Evaluating Training				
Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes.				
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training.				
Training Workshops and Conferences				
Activities to achieve training inclusive of people with disabilities				
Full or Part-Time Staff or Contractors/Consultants	1	\$14,200.00	\$14,200.00	5
Certification/Recertification of Instructors				
Travel				
Supplies				
Tuition for higher education				
Other items				
A complete list of FEMA approved courses may be found at <a href="http://www.ojp.usdoj.gov/FEMA/docs/Eligible_Federal_Courses.pdf">www.ojp.usdoj.gov/FEMA/docs/Eligible_Federal_Courses.pdf</a>				
Eligible Management and Administration Costs	Quantity	Unit Cost	Total Cost	Issue Number
<b>Hiring of full-time or part-time staff or contractors/consultants:</b> <ul style="list-style-type: none"> <li>☛ To assist with the management of the respective grant program</li> <li>☛ To assist with application requirements of the grant program</li> <li>☛ To assist with the compliance with reporting and data collection as it may relate to the grant program</li> </ul>				
<b>Development of operating plans for information collection and processing necessary to respond to DHS/ODP data calls.</b>				
<b>Costs associate with achieving emergency management that is inclusive of the access and functional needs of workers and citizens with disabilities.</b>				



<p><b>Overtime and backfill costs</b> – Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called “Overtime as Backfill” are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers’ Compensation and Unemployment Compensation.</p>				
<p><b>Travel expenses</b></p>				
<p><b>Meeting-related expenses</b> (For a complete list of allowable meeting-related expenses, please review the <i>OJP Financial Guide</i> at <a href="http://www.ojp.usdoj.gov/FinGuide">http://www.ojp.usdoj.gov/FinGuide</a>).</p>				
<p><b>Acquisition of authorized office equipment</b>, including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.</p>				
<p><b>The following are allowable only within the contract period:</b></p> <ul style="list-style-type: none"> <li>• Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc.</li> <li>• Leasing and/or renting of space for newly hired personnel to administer programs within the grant program.</li> </ul>				

## ATTACHMENT B

### Scope of Work

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security –Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2013 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

#### I. Issue and Project Description

**Issue 5 – Local Planning, Training and Exercise:** This project will allow counties to execute a training plan that will test the knowledge, skills and abilities of personnel, organizations and the public/private partnerships and ensure that personnel involved in Emergency Operation Center operations/on-site incident management have and continue to receive appropriate training to fulfill their role as required by the National Response Framework.

#### II. Categories and Eligible Activities

FY2013 allowable costs are divided into the following categories: **planning, training, exercises, and equipment management and administration cost** are allowable cost. Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

##### A. Planning

Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities.

Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:

- Implementing the *National Preparedness Guidelines (NPG)* and the Whole community approach to Security and Emergency Management
- Pre-event recovery planning
- Implementing the *National Infrastructure Protection Plan (NIPP)* and associated Sector Specific Plans
- Enhancing and implementing Statewide Communication Interoperability Plans (SCIP) and Tactical Interoperable Communications Plans (TICP) that align with the goals, objectives, and initiatives of the *National Emergency Communications Plan (NECP)*
- Costs associated with the adoption, implementation, and adherence to NIMS compliance requirements, including implementing the NIMS National Credentialing Framework
- Modifying existing incident management and EOPs to ensure proper alignment with the National Response Framework (NRF) coordinating structures, processes, and protocols
- Establishing or enhancing mutual aid agreements
- Developing communications and interoperability protocols and solutions
- Conducting local, regional, and tribal program implementation meetings
- Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIMS Integration Center (NIC)
- Designing State and local geospatial data systems
- Developing and conducting public education and outreach campaigns, including promoting individual, family, and organizational emergency preparedness; alerts and warnings education; promoting training, exercise, and volunteer opportunities; informing the public about emergency plans, evacuation routes as well as CBRNE prevention awareness
- Designing programs to address targeting at-risk populations and engaging them in emergency management planning efforts
- Activities, materials, service, tools and equipment to achieve planning, protection, mitigation, response and recovery that is inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities)
- Preparing materials for State Preparedness Reports (SPRs)
- WHTI implementation activities including the issuance of WHTI-compliant tribal identification cards

Developing related terrorism prevention activities including:

- Developing THIRA that reflects a representative make up and composition of jurisdiction
- Developing initiatives that directly support local efforts to understand, recognize, prepare for, prevent, mitigate, and respond to pre-operational activity and other crimes that are precursors or indicators of terrorist activity, in accordance with civil rights/civil liberties protections
- Developing law enforcement prevention activities, to include establishing and/or enhancing a fusion center
- Hiring an IT specialist to plan, develop, and implement the IT applications necessary for a fusion center
- Developing and planning for information/intelligence sharing groups

- Integrating and coordinating fire service, emergency management, public health care, public safety, and health security data-gathering (threats to human and animal health) within State and Major Urban Area fusion centers to achieve early warning and mitigation of health events
- Integrating and coordinating private sector participation with fusion center activities
- Acquiring systems allowing connectivity to State, local, tribal, territorial, and Federal data networks, such as the National Crime Information Center (NCIC) and Integrated Automated Fingerprint Identification System (IAFIS), as appropriate
- Planning to enhance security during heightened alerts, terrorist incidents, and/or during mitigation and recovery
- Multi-discipline preparation across first responder community, including EMS for response to catastrophic events and acts of terrorism
- Accessible public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, and web postings coordinated through local Citizen Corps Councils or their equivalent
- Conducting public education campaigns including promoting suspicious activity reporting and preparedness; individual, family, and organizational emergency preparedness; promoting the *Ready* campaign; and/or creating State, regional, or local emergency preparedness efforts that build upon the *Ready* campaign
- Evaluating Critical Infrastructure Protection (CIP) security equipment and/or personnel requirements to protect and secure sites
- CIP cost assessments, including resources (e.g., financial, personnel) required for security enhancements/deployments
- Multi-Jurisdiction Bombing Prevention Plans (MJBPP)
- Underwater Terrorist Protection Plans

**Developing and enhancing plans and protocols, including but not limited to:**

- Community-based planning to advance “whole community” security and emergency management
- Incorporating government/non-governmental collaboration, citizen preparedness, and volunteer participation into State and local government homeland strategies, policies, guidance, plans, and evaluations
- Developing, enhancing, maintaining a current EOP that conforms to the guidelines outlined in the CPG 101 v.2
- Developing or enhancing local, regional, or Statewide strategic or tactical interoperable emergency communications plans
- Activities associated with a conversion from wideband to narrowband voice channels to support interoperability
- Implementing Statewide Communications Interoperability Plan (SCIP) and Tactical Interoperable Communications Plans (TICPs) that align with the goals, objectives, and initiatives of the National Emergency Communications Plan (NECP)
- Developing protocols or standard operating procedures for specialized teams to incorporate the use of equipment acquired through this grant program
- Developing terrorism prevention/protection plans
- Developing plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
- Developing plans for mass evacuation and pre-positioning equipment
- Developing or enhancing plans for responding to mass casualty incidents caused by any hazards
- Developing or enhancing applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible
- Developing or enhancing border security plans
- Developing or enhancing cyber security and risk mitigation plans
- Developing or enhancing secondary health screening protocols at major points of entry (e.g., air, rail, port)
- Developing or enhancing cyber risk mitigation plans
- Developing or enhancing agriculture/food security risk mitigation, response, and recovery plans
- Developing public/private sector partnership emergency response, assessment, and resource sharing plans
- Developing or enhancing plans to engage and interface with, and to increase the capacity of, private sector/non-governmental entities working to meet the human service response and recovery needs of survivors
- Developing or updating local or regional communications plans
- Developing plans to support and assist jurisdictions, such as port authorities and rail and mass transit agencies
- Developing or enhancing continuity of operations and continuity of government plans
- Developing or enhancing existing catastrophic incident response and recovery plans to include and integrate Federal assets provided under the NRF
- Developing plans and response procedures for validating and responding to an alarm from a chemical or biological detector (response procedures should include emergency response procedures integrating local first responders)
- Developing or enhancing evacuation plans
- Developing mechanisms for utilizing the National Emergency Family Registry and Locator System (NEFRLS)
- Developing or enhancing plans to prepare for surge capacity of volunteers
- Developing or enhancing the State emergency medical services systems
- Developing or enhancing plans for donations and volunteer management and the engagement/integration of private sector/non-governmental entities in preparedness, response, and recovery activities
- Developing or enhancing Bombing Prevention Plans
- Developing school preparedness plans
- Developing preparedness plans for child congregate care facilities, including group residential facilities, juvenile detention facilities, and public/private child care facilities

- Ensuring jurisdiction EOPs adequately address warnings, emergency public information, evacuation, sheltering, mass care, resource management from non-governmental sources, unaffiliated volunteer and donations management, and volunteer resource integration to support each Emergency Support Function, to include appropriate considerations for integrating activities, materials, services, tools and equipment to achieve planning inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities). Developing and implementing civil rights, civil liberties, and privacy policies, procedures, and protocols
- Designing and developing State, local, tribal, and territorial geospatial data systems
- Developing and implementing statewide electronic patient care reporting systems compliant with the National Emergency Medical Services Information System (NEMSIS)
- Costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities

**Developing or conducting assessments, including but not limited to:**

- Developing pre-event recovery plans
- Conducting point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
- Conducting or updating interoperable emergency communications capabilities assessments at the local, regional, or Statewide level
- Developing, implementing, and reviewing Area Maritime Security Plans for ports, waterways, and coastal areas
- Updating and refining threat matrices
- Conducting cyber risk and vulnerability assessments
- Conducting assessments and exercising existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and State resources
- Conducting Bombing Prevention Capability Analysis
- Activities that directly support the identification of specific catastrophic incident priority response and recovery projected needs across disciplines (e.g., law enforcement, fire, EMS, public health, behavioral health, public works, agriculture, information technology, and citizen preparedness)
- Activities that directly support the identification of pre-designated temporary housing sites
- Conducting community assessments, surveys, and research of vulnerabilities and resource needs, to determine how to meet needs and build effective and tailored strategies for educating individuals conducting assessments of the extent to which compliance with the integration mandate of disability laws is being achieved
- Soft target security planning (e.g., public gatherings)

**Identify resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained**

**Ensuring subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual level of independence in general population environments**

**Developing and implementing a community preparedness strategy for the State/local jurisdiction**

**Establishing, expanding, and maintaining volunteer programs and volunteer recruitment efforts that support disaster preparedness strategy for the State/local jurisdiction**

- Citizen support for emergency responders is critical through year-round volunteer programs and as surge capacity in disaster response, including but not limited to: citizen Corps Affiliate Programs and Organizations, Community Emergency Response Team (CERT), Fire Corps, Medical Reserve Corps (MRC), Neighborhood Watch/UASonWatch, volunteers in Police Service (VIPS), and jurisdiction specific volunteer efforts

**Establishing and sustaining Citizen Corps Councils or their equivalent**

**Working with youth-serving organizations to develop and sustain a youth preparedness program**

**B. Training**

Allowable training-related costs include, but are not limited to, the following:

- **Developing, Delivering, and Evaluating Training** -- Includes costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, disability accommodations and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training gaps, including those for children and individuals with disabilities or access and functional needs is allowable (e.g., sign language interpreters, communication Access Realtime Translation [CART] and other modifications of policies and practices to fully include participants with disabilities). Stakeholders are also encouraged to leverage existing training provided via educational/professional facilities and to incorporate non-

traditional methodologies such as the internet, distance learning, or home study whenever such delivery supports training objectives. Pilot courses and innovative approaches to training citizens and instructors are encouraged.

- Training that promotes individual, family, or community safety and preparedness is encouraged, including: all-hazards safety training such as emergency preparedness, basic first aid, life saving skills, crime prevention and terrorism awareness, school preparedness, public health issues, mitigation/property damage prevention, safety in the home, light search and rescue skills, principles of NIMS/ICS, volunteer management and volunteer activities, serving and integrating people with disabilities, pet care preparedness, CPR/AED training, identity theft workshops, terrorism awareness seminars, and disability-inclusive community preparedness conferences. The delivery of the CERT Basic Training Course and supplement training for CERT members who have completed the basic training, the CERT Train-the-Trainer Course, and the CERT Program Manager Course are strongly encouraged.
- **Overtime and Backfill** – The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendees at FEMA and/or approved training courses and programs, are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel** – Costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Payment of salaries and fringe benefits to full or part-time staff or contractors/consultants must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable. Such costs must be included within the funding allowed for program management personnel expenses. In no case is dual compensation allowable.
- **Certification/Recertification of Instructors** – States are encouraged to follow the NTE Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers. This information is contained in Information Bulletin #193, issued October 20, 2005. Additional information can be obtained at [http://www.fema.gov/good\\_guidance/download/10146](http://www.fema.gov/good_guidance/download/10146).
- **Other Items** – These costs include the rental of equipment and other expenses used specifically for exercises, costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.

**Unauthorized training-related costs include:**

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).
- The purchase of food is not permissible under this grant, subject to prior approval of the Department of Financial Services, explicitly authorized by 2 CFR, Part 225, Appendix B. While this is an allowable purchase by DHS, please note that FDEM adheres to Florida Statutes, which are more stringent than federal guidance. Such expenditures are restricted to the rates specified for Class C meals in Section 112.061, Florida Statutes.

**C. Exercises**

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct, and Evaluate an Exercise** – Includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use government or free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any exercise or exercise gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Full or part-time staff may be hired to support exercise-related activities. Such costs must be included within the funding allowed for program management personnel expenses.
- The applicant's formal written procurement policy or 44 CFR 13.36 – whichever is more stringent – must be followed.

- **Overtime and Backfill** – The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development, and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel** – Travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s) or HSEEP programmatic requirements as described in the HSEEP website (e.g., Improvement Plan Workshops, Training and Exercise Plan).
- **Supplies** – Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).
- **Disability Accommodations** – Materials, services, tools and equipment for exercising inclusive of people with disabilities (physical, programmatic and communications access for people with physical sensory, mental health, intellectual and cognitive disabilities).
- **Other Items** – These costs include the rental of equipment and other expenses used specifically for exercises, costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.

**Unauthorized exercise-related costs include:**

- ❖ Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
- ❖ Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).
- ❖ The purchase of food is not permissible under this grant, subject to prior approval of the Department of Financial Services, explicitly authorized by 2 CFR, Part 225, Appendix B. While this is an allowable purchase by DHS, please note that FDEM adheres to Florida Statutes, which are more stringent than federal guidance. Such expenditures are restricted to the rates specified for Class C meals in Section 112.061, Florida Statutes.

***Exercise Requirements***

**Training and Exercise Plan Workshop.** States and Urban Areas are required to conduct an annual Training and Exercise Plan Workshop (TEPW). A Multi-year Training and Exercise Plan must be developed from the workshops on an annual basis and submitted to the States respective Exercise Program point of contact. The State Exercise Program point of contact should submit a copy of the State and Urban Area plans to [hseep@dhs.gov](mailto:hseep@dhs.gov).

The Training and Exercise Plan will include the State's prioritized capability requirements and a Multi-Year Training and Exercise Plan (schedule) that supports the identified capabilities. In addition to submission of the Multi-Year Training and Exercise Plan to [hseep@dhs.gov](mailto:hseep@dhs.gov), all scheduled training and exercises should be entered into the HSEEP National Exercise Scheduling (NEXUS) System, located in the HSEEP Toolkit on the HSEEP website <https://hseep.dhs.gov>.

States must complete a cycle of exercise activities during the period of this grant. Exercises conducted by States and Urban Areas may be used to fulfill similar exercise requirements required by other grants programs. To this end, grantees are encouraged to invite representatives/planners involved with other federally-mandated or private exercise activities. States and Urban areas are encouraged to share, at a minimum, the multi-year training and exercises schedule with those departments, agencies, and organizations included in the plan.

- **Exercise Scenarios.** The scenarios used in HSGP-funded exercises must be based on the State/Urban Area's Homeland Security Strategy and plans. Acceptable scenarios for SHSP and UASI exercises include: chemical, biological, radiological, nuclear, explosive, cyber, agricultural and natural or technological disasters.

The scenarios used in HSGP-funded exercises must focus on validating existing capabilities and must be large enough in scope and size to exercise multiple tasks and warrant involvement from multiple jurisdictions and disciplines and nongovernmental organizations and take into account the needs and requirements for individuals with disabilities. Exercise scenarios should align with objectives and capabilities identified in the Multiyear Training and Exercise Plan.

- **Special Event Planning.** If a State or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit) the special event planning should be considered as a training or exercise activity for the purpose of the Multi-year

Training and Exercise Plan. The State or Urban Area should plan to use SHSP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control. States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year Training and Exercise Plan.

- **Exercise Evaluation and Improvement.** Exercises should evaluate performance of the objectives and capabilities required to respond to the exercise scenario. Guidance related to exercise evaluation and improvement planning is defined in the HSEEP located at <https://hssep.dhs.gov>.
- **Self-sustaining Exercise Programs.** States are expected to develop a self-sustaining exercise program. A self-sustaining exercise program is one that is successfully able to implement, maintain, and oversee the Multi-Year Training and Exercise Plan, including the development and delivery of HSGP-funded exercises. The program must utilize a multi-disciplinary approach to the development and delivery of exercises, and build upon existing plans, training, and equipment.
- **Role of Non-Governmental Entities in Exercises.** Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from nongovernmental entities should be included in the planning, conduct, and evaluation of an exercise. State, local, tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, volunteer, and other non-governmental organizations. Non-governmental participation in exercises should be coordinated with the local Citizen Corps Council(s) or their equivalent and other partner agencies. The scenarios used in HSGP-funded exercises must focus on validating existing capabilities, must comply with and be large enough in scope and size to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities.

**D. Management and Administration** - no more than 3% of each sub-recipient's total award may be expended on Management and Administration costs.

**Hiring of full-time or part-time staff or contractors/consultants:**

- To assist with the management of the respective grant program
- To assist with application requirements
- To assist with the compliancy with reporting and data collection requirements

**Development of operating plans for information collection and processing necessary to respond to FEMA data calls**

**Overtime costs** - Overtime are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by *Maritime Transportation Security Act of 2002*), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams. Grant funding can only be used in proportion to the Federal man-hour estimate, and only after funding for these activities from other Federal sources (i.e. FBI JTTF payments to State and local agencies) has been exhausted. Under no circumstances should DHS grant funding be used to pay for costs already supported by funding from another Federal source.

**Operational overtime costs.** In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites. FY 2013 SHSP or IASI funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites in the following authorized categories:

- Backfill and overtime expenses (as defined in FOA) for staffing State or Major Urban Area fusion centers;
- Hiring of contracted security for critical infrastructure sites;
- Public safety overtime (as defined in FOA)
- Title 21 or State Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package); and
- Increased border security activities in coordination with CPB, as outlined in Information Bulletin 135.

FY 2013 SHSP funds may only be spent for operational overtime costs upon prior approval provided in writing by the FEMA Administrator.

**Travel expenses**

**Meeting-related expenses** (For a complete list of allowable meeting-related expenses, please review the OJP Financial Guide at <http://www.ojp.usdoj.gov/FinGuide>).

**Acquisition of authorized office equipment, including:**

- Personal computers
- Laptop computers
- Printers
- LCD projectors, and
- Other equipment or software which may be required to support the implementation of the homeland security strategy

**The following are allowable only within the period of performance of the contract:**

- Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc.
- Leasing and/or renting of space for newly hired personnel during the period of performance of the grant program

**E. Unauthorized Expenditures**

- Activities unrelated to the completion and implementation of the grant program
- Other items not in accordance with the Authorized Equipment List or previously listed as allowable costs
- Funding may not be used to supplant ongoing, routine public safety activities of state and local emergency responders, and may not be used to hire staff for operational activities or backfill. Funds cannot replace (supplant) funds that have been appropriated for the same purpose.

**F. Construction and Renovation**

Project construction using SHSP and UASI funds may not exceed the greater of \$1,000,000 or 15% of the grant award. For the purposes of the limitations on funding levels, communications towers are not considered construction.

Written approval must be provided by FEMA prior to the use of any HSGP funds for construction or renovation. When applying for construction funds, including communications towers, at the time of application, grantees are highly encouraged to submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits and documents, and to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., completing the FCC's Section 06 review process for tower construction projects; coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects). Projects for which the grantee believes an Environmental Assessment (EA) may be needed, as defined in 44 CFR 10.8 and 10.9, must also be identified to the FEMA Program Analyst within six (6) months of the award and completed EHP review packets must be submitted no later than 12 months before the end of the Period of Performance. EHP review packets should be sent by the SAA to FEMA for review.

FEMA is legally required to consider the potential impacts of all HSGP projects on environmental resources and historic properties. Grantees must comply with all applicable environmental planning and historic preservation (EHP) laws, regulations, and Executive Orders (EOs) in order to draw down their FY 2013 HSGP grant funds. To avoid unnecessary delays in starting a project, grantees are encouraged to pay close attention to the reporting requirements for an EHP review. For more information on FEMA's EHP requirements please refer to Bulletins 329 and 345 (<http://www.fema.gov/government/grant/bulletins/index.shtml>).

FY 2013 HSGP Program grantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor wage determinations, is available from the following website: <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

*In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review. Per the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act of 2009 (Public Law 110-329), communications towers are not subject to the \$1,000,000 construction and renovation cap.*

**Approval Process:**

In order for grantees to drawdown funds for construction and renovation costs, the grantee must provide the Division with:

- A description of the asset or facility, asset location, whether the infrastructure is publicly or privately owned, and the construction or renovation project;
- Certification that a facility vulnerability assessment has been conducted
- An outline addressing how the construction or renovation project will address the identified vulnerabilities from the assessment
- Consequences of not implementing the construction or renovation project
- Any additional information requested by FEMA to ensure compliance with Federal environmental and historic preservation requirements



Additional information may also be found on the FEMA's website located at <http://www.fema.gov/plan/ehp/>.

**Note:** Written approval must be provided by FEMA prior to the use of any funds for construction or renovation.

#### **G. Overtime and Backfill Guidance**

**Personnel (SHSP and UASI)** – Personnel hiring, overtime, and backfill expenses are permitted under this grant in order to perform allowable FY 2013 HSGP planning, training, exercise, and equipment activities. A personnel cost cap of up to 50 percent (50%) of the total SHSP and UASI program funds may be used for personnel and personnel-related activities as directed by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412). Grantees who wish to seek a waiver from the personnel cost cap must provide documentation explaining why the cap should be waived; waiver requests will be considered only under extreme circumstances. In general, the use of SHSP and UASI funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

For further details, please refer to Information Bulletin 358.

FY 2013 HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public health and safety duties or to supplant traditional public health and safety positions and responsibilities.

Definitions for hiring, overtime, and backfill-related overtime, and supplanting remain unchanged from FY 2011 HSGP.

#### **H. National Incident Management System (NIMS) Compliance**

HSPD-5, "*Management of Domestic Incidents*," mandated the creation of NIMS and the National Response Plan (NRP). NIMS provides a consistent framework for entities at all jurisdictional levels to work together to manage domestic incidents, regardless of cause, size, or complexity. To promote interoperability and compatibility among Federal, State, local, and tribal capabilities, NIMS includes a core set of guidelines, standards, and protocols for command and management, preparedness, resource management, communications and information management, supporting technologies, and management and maintenance of NIMS. The NRP, using the template established by NIMS, is an all-discipline, all-hazards plan that provides the structure and mechanisms to coordinate operations for evolving or potential Incidents of National Significance, which are major events that "require a coordinated and effective response by an appropriate combination of Federal, State, local, tribal, private sector, and nongovernmental entities."

The NIMS Integration Center (NIC) recommends **38 NIMS Compliance Objectives** for nongovernmental organizations that support NIMS implementation. These activities closely parallel the implementation activities that have been required of State, territorial, tribal, and local governments since 2004 and can be found at

[www.fema.gov/pdf/emergency/nims/ngo\\_fs.pdf](http://www.fema.gov/pdf/emergency/nims/ngo_fs.pdf). To integrate nonprofit organizations into the broader national preparedness effort, DHS encourages grantees to consider pursuing these recommended activities.

Additionally, nongovernmental organizations grantees and sub-grantees will be required to meet certain NIMS compliance requirements. This includes all emergency preparedness, response, and/or security personnel in the organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant must complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes IS-700 NIMS: An Introduction. In addition, IS-800.a NRP: An Introduction, Incident Command System (ICS-100), Incident Command System (ICS-200), Intermediate Incident Command System (G-300), and Advanced Incident Command System (G-400) are also recommended. For additional guidance on NIMS training, please refer to [http://www.fema.gov/emergency/nims/nims\\_training.shtml](http://www.fema.gov/emergency/nims/nims_training.shtml).

Additional information about NIMS implementation and resources for achieving compliance are available through the NIMS Integration Center (NIC), at <http://www.fema.gov/emergency/nims/>.

### **III. Reporting Requirements**

#### **1. Quarterly Programmatic Reporting:**

The Quarterly Programmatic Report is due within 30 days after the end of the reporting periods (March 30, June 30, September 30 and December 30) for the life of this contract.

- If a report(s) is delinquent, future financial reimbursements will be withheld until the Recipient's reporting is current.
- If a report goes 2 consecutive quarters without Recipient providing information in the narrative portion of the Quarterly Status Report, Report will be denied until narrative is provided, also financial reimbursements will be withheld until the required information has been submitted.

**Programmatic Reporting Schedule**

Reporting Period	Report due to DEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

**2. Programmatic Reporting-BSIR****Biannual Strategic Implementation Report:**

After the end of each reporting period, for the life of the contract unless directed otherwise, the SAA will complete the Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) <https://www.reporting.odp.dhs.gov>. The reporting periods are January 1-June 30 and July 1-December 31. Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

**3. Reimbursement Requests:**

A request for reimbursement may be sent to your grant manager for review and approval at anytime during the contract period. The Recipient should include the category's corresponding line item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line item number is to be included for every dollar amount listed in the "Detail of Claims" form.

**4. Close-out Programmatic Reporting:**

The Close-out Report is due to the Florida Division of Emergency Management no later than 45 calendar days after the agreement is either completed or the agreement has expired.

**5. Monitoring:**

**Florida Division of Emergency Management  
US Department of Homeland Security Grants Program  
Grant Monitoring Process**

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Florida Division of Emergency Management (FDEM) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable SHSGP grant guidance and statutory regulations. The monitoring process is designed to assess a recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between FDEM and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

**Frequency of annual monitoring activity:**

Each year the FDEM will conduct monitoring for up to 50% of their sub-grantees. It is important to note that although a given grant has been closed, it is still subject to either desk or on-site monitoring for a five year period following closure.

**Areas that will be examined include:**

Management and administrative procedures;  
Grant folder maintenance;  
Equipment accountability and sub-hand receipt procedures;  
Program for obsolescence;  
Status of equipment purchases;  
Status of training for purchased equipment;  
Status and number of response trainings conducted to include number trained;  
Status and number of exercises;  
Status of planning activity;  
Anticipated projected completion;  
Difficulties encountered in completing projects;  
Agency NIMS/ICS compliance documentation;  
Equal Employment Opportunity (EEO Status);  
Procurement Policy

FDEM may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or FDEM leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring on an annual basis and as determined by the FDEM. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the FDEM determines that a recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to the FDEM for assistance. Examples of TA include but are not limited to:

- ✿ Equipment selection or available vendors
- ✿ Eligibility of items or services
- ✿ Coordination and partnership with other agencies within or outside the region or discipline
- ✿ Record Keeping
- ✿ Reporting Requirements
- ✿ Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by the FDEM or designated personnel. On-site Monitoring visits will be scheduled in advance with the recipient agency POC designated in the grant agreement.

The FDEM will also conduct coordinated financial and grant file monitoring. These monitoring visits will be coordinated with the capability review visits. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

All findings related to the capability review will be documented and maintained within the FDEM.

**On-site Monitoring Protocol**

On-site Monitoring Visits will begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial and programmatic on-site monitoring checklist to assist in the completion of all required tasks.

#### **Site Visit Preparation**

A letter will be sent to the recipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date.

The appointment should be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

#### **On-Site Monitoring Visit**

Once FDEM personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FDEM intends to examine will be identified. If financial monitoring visit will be conducted, they will then explain their objectives and will proceed to perform the financial review.

FDEM personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per recipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment (large capital expenditures in excess of \$1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment. Once the tour/visual/spot inspection of equipment has been completed, the FDEM personnel will then conduct an exit conference with the grantee to review the findings.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

#### **Post Monitoring Visit**

FDEM personnel will review the on-site monitoring review worksheets and backup documentation as a team and discuss the events of the on-site monitoring.

Within 30 calendar days of the site visit, a monitoring report will be generated and sent to the grantee explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a monitoring report to that effect will be generated and sent to the grantee. The grantee will submit a Corrective Action Plan within a timeframe as determined by the FDEM. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub grant Agreement.

The On-Site Monitoring Worksheets, the monitoring report and all back up documentation will then be included in the grantee's file.

### **A. Programmatic Point of Contact**

Nikki Hines  
Grants Manager  
FDEM  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100  
(850) 413-9894  
[nikki.hines@em.myflorida.com](mailto:nikki.hines@em.myflorida.com)

Felicia Pinnock  
Program Manager  
FDEM  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100  
(850) 413-9958  
[Felicia.Pinnock@em.myflorida.com](mailto:Felicia.Pinnock@em.myflorida.com)

**B. Contractual Responsibilities**

- The FDEM shall determine eligibility of projects and approve changes in scope of work.
- The FDEM shall administer the financial processes.

## Attachment C

### Deliverables

**State Homeland Security Program (SHSP):** SHSP supports the implementation of risk driven, capabilities-based State Homeland Security Strategies to address capability targets set in Urban Area, State, and regional Threat and Hazard Identification and Risk Assessments (THIRAs). The capability levels are assessed in the State Preparedness Report (SPR) and inform planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

In addition, the Recipient is to complete the following issues as described below throughout the agreement period to ensure compliance and coordination with the Homeland Security Grant Program. Items listed below are to be reviewed quarterly to ensure recipients' compliance. Documentation supporting the completion of the issues outlined below shall be submitted along with the Quarterly Financial report.

**Issue 5 – Local Planning, Training and Exercise:** This project will allow counties to execute a training plan that will test the knowledge, skills and abilities of personnel, organizations and the public/private partnerships and ensure that personnel involved in Emergency Operation Center operations/on-site incident management have and continue to receive appropriate training to fulfill their role as required by the National Response Framework.

- Training will consist of regional specific training that will focus on NIMS compliance and all-hazard readiness by providing first responders, volunteers, elected officials, emergency managers, and others a chance to develop the skills necessary to protect lives and property during a catastrophic event. Training programs will educate response personnel on position specific training courses, which will ensure implementation of state and local incident command systems and NIMS compliance. This will support new NIMS requirements to expand ICS training to community partners, such as Community Emergency Response Teams (CERT) and private partners. County specific training courses will include, but not limited to, FEMA "G" series courses, staff professional development and all-hazards position specific training. Total Cost - \$14,200.00

**Attachment D**  
**Program Statutes, Regulations and Special Conditions**

- 1) 53 Federal Register 8034
- 2) 31 U.S.C. §1352
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements  
28 CFR Part 66, Common rule
- 6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470),  
Executive Order 11593
- 9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 12) 28 CFR applicable to grants and cooperative agreements
- 13) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 14) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 15) Title VI of the Civil Rights Act of 1964, as amended;
- 16) Section 504 of the Rehabilitation Act of 1973, as amended;
- 17) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 18) Title IX of the Education Amendments of 1972;
- 19) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 20) 28 CFR Part 42, Subparts C,D,E, and G
- 21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39
- 22) Chapter 252, Florida Statutes
- 23) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
- 24) 44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
- 25) 44 CFR, Part 302
- 26) 48 CFR, Part 31
- 27) OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

**Special Conditions**

1. The Recipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to Department of Homeland Security grants are listed below:
  - A. Administrative Requirements
    - 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule").
    - 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
  - B. Cost Principles
    - 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
    - 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
    - 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)

C. Audit Requirements for State

- OMB Circular A-133, Audits of States, Local Governments and Non Profit Organizations

2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
3. The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2013 Homeland Security Grant Program guidance and application kit.
4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings, structures and objects that are 50 years old or older, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
5. The recipient is prohibited from obligation or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved through an official email notice issued by FEMA removing this special programmatic condition. The Operations Order approval process/structure is as follows: Operations Orders are submitted to (1) the appropriate Customs and Border Protection (CBP) Border Patrol (BP) Sector Headquarters (HQ); upon approval by the Sector HQ, forwarded through the Border Patrol Enforcement Transfer System (BPETS) system to (2) the OPSG Coordinator, CPB/BP Washington, DC and upon approval forwarded to (3) Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Grant Development and Administration Division (GD&A). Notification of release of programmatic hold will be sent by FEMA via email to the State Administrative Agency (SAA) with a copy to OPSG Coordinator at CBP/BP HQ, Washington, DC.



## Attachment E

### JUSTIFICATION OF ADVANCE PAYMENT

#### RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> <b>ADVANCE REQUESTED</b></p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>
--

If you are requesting an advance, complete the following chart and line item justification below.

#### ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

**LINE ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399 within thirty (30) days of receipt, along with any interest earned on the advance)

---

---

---

---

---

**Attachment F**  
**Warranties and Representations**

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

#### Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

#### Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 am-5:00 pm weekdays, excluding recognized holidays.

---

#### Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment G



**Subcontractor Covered Transactions**

- (1) The prospective subcontractor of the Recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

\_\_\_\_\_

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

Signature

\_\_\_\_\_  
Recipient's Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
DEM Contract Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

**Attachment H**  
**Statement of Assurances**

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. **DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)** As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

**Attachment I**  
**Reimbursement Check List**

**Please Note: FDEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.**

**Equipment**

- ☐ 1. Have all invoices been included?
- ☐ 2. Has an AEL # been identified for each purchase?
- ☐ 3. If service/warranty expenses are listed, are they only for the performance period of the grant?
- ☐ 4. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement)
- ☐ 5. If EHP form needed – has copy of it and approval from State/DHS been included?

**Planning**

**Consultants/Contractors (Note: this applies to contractors also billed under Organization)**

- ☐ 1. Does the amount billed by consultant add up correctly?
- ☐ 2. Has all appropriate documentation to denote hours worked been properly signed?
- ☐ 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and signup sheet with meeting date must be included).
- ☐ 4. Has the invoice from consultant/contrator been included?
- ☐ 5. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).
- ☐ 6. Has Attachment G (found within Agreement with FDEM) been completed for this consultant and included in the reimbursement package?

**Salary Positions (Note: this applies to positions billed under M&A and Organization as well)**

- ☐ 1. Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)? Has a time period summary sheet been included for total claimed amount?
- ☐ 2. Does the back-up documentation provided match the time period for which reimbursement is being requested?

**Training**

- ☐ 1. Is the course DHS approved? Is there a course or catalog number? If not, has FDEM approved the non-DHS training? Is supporting documentation included your reimbursement request?
- ☐ 2. Have sign-in sheets, rosters and agenda been provided?
- ☐ 3. If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have print outs from entity's financial system been provided as proof

attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

- ☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- ☐ 5. Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).

#### Exercise

- ☐ 1. Has documentation been provided on the purpose/objectives of the exercise? Such as, SITMAN/EXPLAN.
- ☐ 2. If exercise has been conducted - has after-action report been included? Have sign-in sheets, agenda, rosters been provided?
- ☐ 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?
- ☐ 5. Has any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).
- ☐ 6. Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).

#### Travel/Conferences

- ☐ 1. Have all receipts been turned in such as: airplane receipts, proof of mileage, toll receipts, hotel receipts, car rental receipts, registration fee receipts and parking receipts? Are these receipts itemized? Do the dates of the receipts match the date(s) of travel/conference? Does the hotel receipt have a zero balance? If applicable, have a travel authorization and travel reimbursement form been included to account for per diem, mileage and other travel expenses which have been reimbursed to the traveler by sub grantee?
- ☐ 2. If travel is a conference has the conference agenda been included?
- ☐ 3. Has proof of payment to traveler been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or copy of payroll check if reimbursed through payroll).



**Organization**

- ☐ 1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at EOC, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

**Matching Funds**

- ☐ 1. Contributions are from Non Federal funding sources.
- ☐ 2. Contributions are from cash or in-kind contributions which may include training investments.
- ☐ 3. Contributions are not from salary, overtime or other operational costs unrelated to training.

**For All Reimbursements - The Final Check**

- ☐ 1. Have Forms 3, 4a, 4b and 4c been completed and included with each request for reimbursement?
- ☐ 2. Have the costs incurred been charged to the appropriate POETE category?
- ☐ 3. Does the total on Form 3 match the totals on Forms 4a, 4b and 4c?
- ☐ 4. Has Form 3 been signed by the Grant Manager?
- ☐ 5. Has the reimbursement package been entered into sub grantee's records/spreadsheet?
- ☐ 6. Have the quantity and unit cost been notated on Form 4b?



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5379

County Administrator's Report 12. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/05/2013

Issue: Write-Off Accounts Receivable

From: Mike Weaver

Organization: Public Safety

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the Write-Off of Accounts Receivable Recorded in the Emergency Medical Service Fund as Uncollectible Bad Debts - Michael D. Weaver, Public Safety Department Director

That the Board adopt the Resolution authorizing the write-off of \$1,317,044.94 in accounts receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts.

#### **BACKGROUND:**

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of the debt. This Resolution includes write-offs from EMS Ambulance Billings for the fourth quarter of Fiscal Year 2012-2013 for 2,655 accounts that have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filing, private pay processing, pre-collection letter(s), and/or referral to the secondary collection agency. All accounts have been with the secondary collection agency for at least 120 days. All avenues for collection have been exhausted and we are confident these accounts are truly uncollectible, and any further action would be unproductive.

#### **BUDGETARY IMPACT:**

N/A

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

County Attorney Alison P. Rogers has reviewed and approved the Resolution as to form and legal sufficiency.

#### **PERSONNEL:**

N/A

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

N/A

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

N/A

---

**Attachments**

Q4 FY12/13 BDWO

---

**RESOLUTION R2013-\_\_\_\_\_**

**WHEREAS**, certain accounts totaling \$1,317,044.94 are owed to the Emergency Medical Service Fund of Escambia County for services furnished as delineated in "Attachment A – Q4 FY12/13 BDWO" and made part hereof by reference; and

**WHEREAS**, diligent efforts have been made to collect the amounts as shown on the attached list.

**NOW, THEREFORE**, it is resolved by the Board of County Commissioners of Escambia County, Florida, that:

These accounts receivable shall be written off as uncollectible bad debts. The above designations have been made solely to enable the Clerk of the Circuit Court and Comptroller to carry out her duties in accordance with generally accepted accounting principles. Escambia County does not waive any rights it may have to collect any of the above-referenced accounts receivable, including but not limited to use of a collection agency under contract to Escambia County.

**BE IT FURTHER RESOLVED**, that all past efforts to designate these delinquent accounts receivable as bad debts are hereby ratified and approved.

Board of County Commissioners  
Escambia County, Florida

\_\_\_\_\_  
Lumon J. May, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

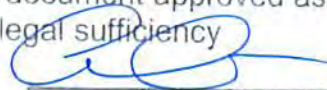
\_\_\_\_\_  
Deputy Clerk

This document approved as to form  
and legal sufficiency

By

Title

Date

  
County Attorney  
11/14/13

**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2012-12-07	34970		\$5.50
2013-01-20	2143		\$9.64
2011-04-05	9106		\$12.00
2012-12-18	36044		\$14.91
2013-01-21	2247		\$16.61
2012-11-21	33270		\$17.35
2013-01-06	567		\$17.49
2013-01-08	728		\$18.37
2012-12-08	35041		\$18.78
2012-12-18	36014		\$19.22
2013-01-23	2402		\$19.57
2012-11-24	33497		\$20.00
2012-11-25	33653		\$20.00
2012-11-27	33834		\$20.00
2012-12-01	34280		\$20.00
2012-12-05	34670		\$20.00
2012-12-10	35237		\$20.00
2012-12-13	35430		\$20.00
2012-12-13	35498		\$20.00
2012-12-21	36302		\$20.00
2012-12-25	36735		\$20.00
2013-01-09	917		\$20.00
2013-01-09	937		\$20.00
2013-01-18	1896		\$20.00
2013-01-22	2327		\$20.00
2013-01-25	2639		\$20.00
2013-02-22	5638		\$20.00
2013-02-22	5667		\$20.00
2012-10-31	31241		\$20.89
2012-11-10	32172		\$25.00
2012-11-11	32353		\$25.00
2012-03-15	7419		\$28.12
2012-11-29	34038		\$33.00
2013-01-19	2072		\$36.55
2013-02-12	4595		\$38.55
2012-12-24	36660		\$40.00
2013-01-07	631		\$40.00
2013-01-11	1154		\$40.00
2012-10-16	29707		\$42.93
2012-12-11	35314		\$43.47
2012-11-28	34021		\$43.75
2013-01-11	1175		\$43.85
2012-12-25	37443		\$47.13
2012-12-04	34648		\$47.30
2012-12-07	34899		\$48.82
2012-11-16	32827		\$50.00
2012-12-10	35247		\$50.00
2013-01-17	1741		\$57.55
2013-02-24	5839		\$57.55
2012-09-21	27201		\$57.88
2013-01-05	415		\$59.70
2012-08-20	23856		\$60.00
2012-11-18	33005		\$60.00
2013-01-19	2046		\$60.00
2013-01-24	2527		\$60.41
2013-02-14	4770		\$61.24
2012-12-02	34326		\$62.11
2013-01-26	2743		\$64.33
2013-01-04	350		\$64.50
2013-01-09	865		\$64.50
2012-10-24	30518		\$65.00
2013-01-13	1353		\$65.70
2012-12-10	35195		\$68.08
2013-01-20	2060		\$68.88
2013-01-23	2469		\$68.98
2013-02-04	3667		\$69.07
2012-12-03	34506		\$69.41
2012-11-21	33248		\$69.55
2012-08-26	24534		\$69.84
2012-10-31	31206		\$69.98

**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2013-01-23	2416		\$69.98
2012-11-10	32251		\$70.00
2012-12-22	36445		\$70.12
2013-02-12	4604		\$70.68
2013-01-01	103		\$70.82
2013-01-29	3112		\$70.84
2013-02-06	3918		\$70.97
2013-01-05	436		\$71.11
2013-02-13	4600		\$71.11
2013-01-10	929		\$71.67
2013-01-15	1588		\$71.96
2013-01-18	1935		\$72.24
2013-01-19	1994		\$72.53
2013-02-22	5591		\$72.53
2012-10-22	30354		\$72.65
2012-12-21	36259		\$72.79
2013-02-20	5418		\$72.81
2012-11-26	33780		\$73.07
2013-01-15	1537		\$73.09
2013-01-28	2921		\$73.23
2012-12-02	34364		\$73.35
2013-01-17	1777		\$73.52
2012-12-04	34653		\$73.77
2013-02-25	5973		\$73.80
2013-01-18	1936		\$74.23
2012-12-03	34449		\$74.34
2012-08-04	22194		\$74.62
2013-01-03	231		\$74.65
2013-01-01	96		\$74.79
2013-02-18	5151		\$74.79
2012-12-05	34696		\$74.90
2013-01-28	2954		\$74.94
2012-12-09	35044		\$75.18
2013-01-08	750		\$75.36
2013-02-15	4873		\$75.36
2012-11-30	34145		\$75.46
2013-02-11	4423		\$76.07
2013-02-11	4496		\$76.35
2012-12-27	36987		\$76.44
2012-12-07	34944		\$76.73
2012-12-13	35431		\$76.73
2013-02-25	5984		\$77.20
2012-11-19	33015		\$77.29
2012-12-29	37176		\$77.29
2012-10-06	28700		\$77.43
2013-01-29	3067		\$77.91
2012-12-06	34749		\$78.69
2013-01-12	1280		\$79.05
2012-11-12	32322		\$79.12
2013-02-17	5030		\$79.33
2012-12-12	35387		\$79.40
2012-04-17	10726		\$79.82
2012-12-08	35040		\$79.82
2013-01-30	3212		\$79.82
2011-12-02	35763		\$80.00
2013-01-13	1349		\$80.08
2013-02-14	4812		\$80.32
2012-11-29	34090		\$80.38
2013-01-09	925		\$80.61
2012-12-08	35011		\$80.82
2012-12-05	34673		\$81.22
2012-10-24	30501		\$81.23
2012-04-18	10906		\$81.27
2013-01-14	1491		\$81.88
2013-01-22	2329		\$81.92
2012-12-21	36306		\$81.97
2012-09-15	26599		\$82.11
2012-10-15	29556		\$82.11
2012-12-14	35657		\$82.11
2012-12-06	34742		\$82.25

**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2012-12-28	37084		\$82.25
2012-11-14	32582		\$82.39
2012-12-10	35182		\$82.49
2012-12-16	35821		\$82.54
2013-01-04	346		\$82.63
2013-01-07	622		\$82.63
2013-01-10	964		\$82.63
2013-01-27	2863		\$82.63
2013-02-06	3912		\$82.63
2013-02-27	6085		\$82.63
2012-11-05	31653		\$82.68
2012-12-05	34739		\$82.68
2012-12-09	35074		\$82.68
2012-12-20	36222		\$82.68
2013-01-07	654		\$82.73
2013-01-18	1931		\$82.77
2013-01-21	2228		\$82.77
2013-02-01	3405		\$82.77
2013-02-25	5954		\$82.77
2012-11-04	31573		\$82.82
2013-02-06	3887		\$82.91
2012-12-28	37051		\$83.10
2012-12-10	35213		\$83.19
2012-11-20	33172		\$83.24
2012-12-31	37334		\$83.38
2013-01-16	1678		\$83.48
2013-01-27	2854		\$83.48
2012-12-09	35091		\$83.52
2012-12-07	34952		\$83.80
2012-09-14	26536		\$84.08
2012-11-03	31533		\$84.08
2013-01-22	2354		\$84.19
2013-02-10	4284		\$84.19
2012-12-05	34644		\$84.36
2013-01-21	2286		\$84.47
2012-12-10	35234		\$84.50
2013-01-04	343		\$84.58
2012-11-27	33845		\$84.60
2013-01-01	47		\$84.61
2012-11-26	33723		\$84.64
2013-02-08	4077		\$84.76
2012-10-18	29909		\$84.79
2012-11-02	31399		\$84.93
2012-09-29	28039		\$85.00
2012-11-26	33731		\$85.00
2012-12-01	34265		\$85.00
2012-12-05	34701		\$85.00
2012-12-08	35008		\$85.00
2012-12-11	35278		\$85.00
2012-12-14	35623		\$85.00
2012-12-19	36119		\$85.00
2012-12-23	36543		\$85.00
2012-12-29	37168		\$85.00
2012-12-29	37192		\$85.00
2012-12-10	35232		\$85.07
2012-12-15	35737		\$85.07
2012-11-16	32836		\$85.30
2013-01-15	1515		\$85.32
2013-01-26	2739		\$85.32
2012-12-28	37071		\$85.35
2012-11-27	33820		\$85.44
2013-01-05	447		\$85.47
2013-02-08	4079		\$85.47
2013-01-04	357		\$85.61
2013-01-11	1145		\$85.61
2013-01-20	2140		\$85.61
2013-01-26	2667		\$85.61
2012-11-06	31813		\$85.63
2013-02-03	3511		\$85.70
2013-01-04	376		\$85.75

**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2013-01-24	2530		\$85.75
2013-01-24	2569		\$85.75
2013-01-28	2898		\$85.75
2012-10-07	28750		\$85.77
2012-12-15	35713		\$85.77
2012-12-23	36589		\$85.77
2013-02-09	4209		\$86.03
2012-07-22	20800		\$86.05
2012-12-27	36998		\$86.05
2013-02-21	5523		\$86.17
2012-12-17	35921		\$86.19
2012-07-16	20233		\$86.33
2013-01-15	1579		\$86.46
2013-01-16	1759		\$86.46
2013-02-19	5286		\$86.46
2013-03-07	7001		\$86.46
2012-12-22	36465		\$86.71
2013-01-05	488		\$86.74
2013-02-13	4678		\$86.74
2013-01-05	431		\$86.84
2013-01-15	1572		\$86.84
2013-01-10	908		\$86.88
2013-02-01	3324		\$87.02
2013-02-08	4144		\$87.02
2013-02-19	5294		\$87.02
2012-10-06	28666		\$87.03
2012-11-24	33537		\$87.03
2012-12-01	34298		\$87.03
2012-12-14	35567		\$87.03
2013-01-24	2572		\$87.17
2012-12-19	36055		\$87.18
2013-01-30	3203		\$87.31
2013-02-08	4074		\$87.45
2013-02-13	4722		\$87.45
2013-02-25	5939		\$87.45
2012-12-09	35068		\$87.46
2013-01-02	199		\$87.59
2013-01-08	791		\$87.59
2013-01-16	1676		\$87.59
2013-01-22	2345		\$87.59
2013-02-15	4917		\$87.59
2012-11-26	33716		\$87.60
2012-12-07	34898		\$87.60
2012-12-29	37174		\$87.60
2013-02-04	3655		\$87.73
2013-02-08	4117		\$87.73
2012-12-10	35220		\$87.74
2012-10-17	29750		\$87.88
2013-01-09	863		\$87.88
2012-12-12	35445		\$88.02
2012-09-26	27709		\$88.16
2012-12-06	34748		\$88.16
2013-01-14	1471		\$88.16
2013-02-21	5535		\$88.16
2013-01-09	902		\$88.26
2012-12-13	35545		\$88.30
2012-12-20	36162		\$88.30
2013-01-24	2505		\$88.30
2012-12-15	35687		\$88.44
2013-01-28	2987		\$88.44
2013-01-13	1381		\$88.55
2012-12-28	37101		\$88.58
2013-02-25	5940		\$88.58
2012-11-25	33624		\$88.72
2012-12-07	34882		\$88.72
2012-12-19	36090		\$88.72
2013-02-08	4112		\$88.73
2013-04-24	11986		\$88.80
2013-01-04	368		\$88.87
2013-02-03	3604		\$88.87



**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2013-02-07	4001		\$88.87
2013-02-13	4703		\$88.87
2013-02-15	4904		\$88.87
2012-12-03	34497		\$89.00
2013-02-02	3489		\$89.01
2013-02-01	3353		\$89.15
2013-01-14	1458		\$89.44
2012-11-23	33488		\$89.57
2012-12-24	36567		\$89.57
2013-01-05	490		\$89.72
2013-02-02	3419		\$89.72
2012-02-22	5114		\$89.80
2012-12-14	35582		\$89.99
2012-12-16	35779		\$89.99
2012-12-22	36397		\$90.13
2013-01-11	1185		\$90.14
2013-02-26	6038		\$90.14
2012-11-20	33174		\$90.27
2013-01-18	1898		\$90.43
2012-11-05	31643		\$90.55
2013-02-04	3734		\$90.57
2012-12-19	36104		\$90.64
2012-12-28	37058		\$90.69
2012-12-30	37218		\$90.69
2012-12-15	35664		\$90.83
2013-01-09	883		\$90.85
2013-01-22	2352		\$90.85
2013-02-21	5485		\$90.85
2012-12-24	36666		\$90.97
2012-12-27	36949		\$90.97
2013-01-02	131		\$91.00
2013-01-07	632		\$91.00
2013-02-08	4135		\$91.00
2013-02-20	5401		\$91.10
2012-11-04	31578		\$91.11
2012-11-22	33330		\$91.25
2012-12-30	37239		\$91.25
2013-02-16	4986		\$91.28
2012-12-24	36611		\$91.53
2013-01-04	395		\$91.67
2013-01-16	1738		\$91.70
2012-11-29	34054		\$92.24
2012-12-18	36039		\$92.24
2013-01-13	1369		\$92.27
2013-02-15	4947		\$92.27
2012-12-08	34995		\$92.38
2012-11-23	33443		\$92.52
2013-02-09	4493		\$92.56
2012-09-10	26072		\$92.66
2013-02-23	5695		\$92.66
2013-01-01	134		\$92.84
2012-11-06	31767		\$92.94
2013-01-04	351		\$92.98
2012-12-30	37275		\$93.08
2012-12-22	36473		\$93.22
2013-02-21	5432		\$93.26
2012-12-01	34311		\$93.50
2013-02-20	5360		\$93.55
2013-01-07	644		\$93.83
2013-01-14	1487		\$93.83
2013-01-05	410		\$93.89
2012-11-26	33750		\$93.92
2012-12-25	36737		\$93.92
2013-01-04	404		\$93.97
2013-02-11	4427		\$93.97
2012-12-24	36641		\$94.02
2012-12-22	36488		\$94.06
2013-01-21	2252		\$94.11
2013-01-08	756		\$94.26
2013-01-18	1929		\$94.26

**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2013-02-01	3428		\$94.26
2013-01-31	3329		\$94.50
2013-01-08	761		\$94.54
2012-10-04	28504		\$94.63
2012-11-11	32304		\$94.63
2013-01-28	2903		\$94.64
2012-12-11	35300		\$94.91
2013-01-25	2591		\$95.01
2013-02-03	3602		\$95.14
2012-12-17	35850		\$95.19
2013-01-12	1164		\$95.30
2013-01-07	659		\$95.53
2013-01-17	1807		\$95.53
2012-12-20	36217		\$95.61
2013-01-01	44		\$95.96
2012-11-29	34055		\$96.03
2012-10-02	28284		\$96.45
2012-10-10	29077		\$96.50
2012-12-29	37212		\$96.88
2013-02-04	3711		\$97.38
2013-01-20	2152		\$97.66
2013-02-22	5645		\$97.80
2013-01-01	56		\$98.23
2012-12-25	36810		\$98.28
2013-01-26	2760		\$98.37
2012-12-23	36469		\$98.42
2012-12-31	37393		\$98.46
2013-01-16	1653		\$99.08
2012-06-17	20868		\$100.00
2012-08-04	22184		\$100.00
2012-08-08	22560		\$100.00
2012-09-16	26674		\$100.00
2012-09-20	27126		\$100.00
2012-09-22	27300		\$100.00
2012-10-02	28344		\$100.00
2012-10-03	28364		\$100.00
2012-10-04	28540		\$100.00
2012-10-05	28562		\$100.00
2012-10-09	28978		\$100.00
2012-10-11	29183		\$100.00
2012-10-12	29284		\$100.00
2012-10-15	29517		\$100.00
2012-10-25	30674		\$100.00
2012-11-01	31254		\$100.00
2012-11-04	31614		\$100.00
2012-11-05	31679		\$100.00
2012-11-14	32593		\$100.00
2012-11-17	32893		\$100.00
2012-11-18	32970		\$100.00
2012-11-23	33438		\$100.00
2012-11-24	33514		\$100.00
2012-11-26	33715		\$100.00
2012-11-26	33838		\$100.00
2012-11-27	33899		\$100.00
2012-11-28	33910		\$100.00
2012-11-28	33935		\$100.00
2012-12-03	34433		\$100.00
2012-12-03	34552		\$100.00
2012-12-05	34708		\$100.00
2012-12-05	34726		\$100.00
2012-12-06	34828		\$100.00
2012-12-08	35027		\$100.00
2012-12-09	35102		\$100.00
2012-12-12	35411		\$100.00
2012-12-14	35614		\$100.00
2012-12-16	35729		\$100.00
2012-12-16	35748		\$100.00
2012-12-18	35974		\$100.00
2012-12-20	36213		\$100.00
2012-12-21	36315		\$100.00

**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2012-12-26	36779		\$100.00
2012-12-27	36999		\$100.00
2012-12-28	37001		\$100.00
2012-12-28	37029		\$100.00
2012-12-29	37134		\$100.00
2012-12-30	37234		\$100.00
2012-12-31	37348		\$100.00
2013-01-06	584		\$100.00
2013-01-06	605		\$100.00
2013-01-09	1024		\$100.00
2013-01-15	1534		\$100.00
2013-01-17	1806		\$100.00
2013-01-17	1876		\$100.00
2013-01-18	1957		\$100.00
2013-01-19	2075		\$100.00
2013-01-22	2375		\$100.00
2013-01-22	5064		\$100.00
2013-01-23	2441		\$100.00
2013-01-23	2456		\$100.00
2013-01-25	2601		\$100.00
2013-01-25	2640		\$100.00
2013-01-25	2705		\$100.00
2013-01-29	3138		\$100.00
2013-01-30	3206		\$100.00
2013-02-04	3732		\$100.00
2013-02-06	3932		\$100.00
2013-02-09	4240		\$100.00
2013-02-09	4292		\$100.00
2013-02-10	4305		\$100.00
2013-02-12	4542		\$100.00
2013-02-14	4720		\$100.00
2013-02-15	4905		\$100.00
2013-02-17	5012		\$100.00
2013-02-18	5239		\$100.00
2013-02-21	5435		\$100.00
2013-02-25	5881		\$100.00
2013-02-26	6012		\$100.00
2013-02-26	6041		\$100.00
2012-11-27	33846		\$100.81
2013-01-21	2241		\$101.20
2012-11-02	31403		\$101.24
2012-11-02	31442		\$101.24
2012-12-08	34979		\$101.24
2013-02-02	3478		\$101.35
2013-01-04	365		\$101.63
2011-07-26	20524		\$102.05
2012-12-06	34784		\$102.22
2012-12-15	35704		\$102.50
2012-12-30	37294		\$102.78
2013-01-31	3280		\$102.91
2013-01-25	2622		\$103.33
2012-12-12	35361		\$103.77
2012-09-26	27747		\$104.25
2013-01-14	1442		\$104.32
2013-03-13	7609		\$104.60
2013-02-15	4950		\$104.61
2013-01-11	1086		\$104.90
2012-12-02	34402		\$105.31
2012-12-26	36854		\$105.31
2013-02-08	4145		\$105.46
2012-12-09	35088		\$106.02
2012-09-01	25198		\$106.20
2012-12-31	37289		\$106.44
2012-12-12	35396		\$106.72
2012-11-26	33689		\$106.80
2012-12-15	35732		\$106.86
2013-01-02	148		\$107.09
2012-12-16	35741		\$107.40
2013-02-07	4018		\$107.78
2013-01-14	1459		\$107.89

**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2012-09-28	27909		\$108.20
2013-01-19	2013		\$108.32
2012-12-03	34541		\$108.97
2013-01-20	2102		\$109.10
2012-10-26	30714		\$109.11
2012-11-25	33592		\$110.00
2012-12-24	36648		\$110.00
2012-12-25	36732		\$110.00
2013-02-19	5221		\$110.00
2012-11-26	33663		\$110.42
2013-02-09	4487		\$110.60
2012-12-05	34719		\$111.28
2013-02-21	5513		\$111.33
2012-11-24	33523		\$111.50
2013-01-19	2007		\$111.80
2012-12-30	37210		\$112.20
2013-01-17	1779		\$112.20
2013-02-04	3688		\$113.70
2013-01-07	666		\$113.97
2012-08-08	22525		\$114.60
2012-11-30	34189		\$114.60
2012-12-02	34414		\$114.60
2012-12-27	36956		\$115.25
2012-10-13	29367		\$115.80
2012-11-27	33884		\$115.80
2012-10-31	31204		\$117.00
2013-02-04	3710		\$117.45
2013-01-08	808		\$117.63
2013-01-09	890		\$117.67
2012-09-20	27037		\$118.20
2013-02-18	5157		\$118.20
2013-02-04	3769		\$118.47
2012-08-28	24694		\$119.40
2012-11-12	32366		\$119.40
2013-01-16	1687		\$119.40
2013-01-18	1968		\$119.40
2013-01-18	1975		\$119.40
2013-01-18	1891		\$119.73
2012-12-08	35023		\$120.29
2012-11-27	33879		\$120.80
2013-02-06	3881		\$120.84
2013-01-09	927		\$121.26
2013-01-14	1503		\$121.27
2012-11-20	33162		\$121.80
2012-12-16	35803		\$121.80
2013-01-22	2333		\$121.80
2013-02-04	3705		\$121.80
2013-02-11	4447		\$121.80
2013-02-09	4489		\$122.60
2013-02-19	5218		\$122.97
2012-03-18	7862		\$123.00
2012-12-27	36964		\$123.00
2012-11-18	33001		\$124.09
2012-11-07	31903		\$124.20
2012-11-25	33631		\$124.20
2012-11-26	33701		\$124.20
2012-12-29	37166		\$124.20
2013-01-05	466		\$124.20
2013-01-07	690		\$124.22
2012-10-12	29311		\$125.00
2012-11-24	33557		\$125.00
2012-12-03	34456		\$125.00
2012-12-08	34968		\$125.00
2012-12-15	35721		\$125.00
2012-12-28	37112		\$125.00
2013-01-01	88		\$125.00
2013-01-10	1062		\$125.00
2013-01-12	1182		\$125.00
2013-01-14	4843		\$125.00
2013-01-28	2948		\$125.00

**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2013-02-07	3999		\$125.00
2013-02-16	4969		\$125.00
2013-02-25	6015		\$125.00
2013-01-25	2693		\$125.88
2012-07-03	18818		\$126.60
2012-08-26	24493		\$126.60
2012-09-30	28080		\$126.60
2012-11-13	32519		\$126.60
2013-01-05	498		\$126.60
2013-01-16	1722		\$126.60
2013-01-19	2040		\$126.60
2012-10-26	30744		\$127.80
2012-11-08	32003		\$127.80
2013-04-02	9794		\$127.80
2012-10-26	30759		\$128.70
2012-10-02	28335		\$129.00
2012-10-05	28615		\$129.00
2012-12-01	34217		\$129.00
2012-12-09	35060		\$129.80
2012-09-28	27836		\$129.95
2012-05-31	15467		\$130.00
2012-12-04	34614		\$130.00
2012-12-26	36839		\$130.00
2013-01-18	5349		\$130.00
2012-12-14	35655		\$130.20
2012-03-16	7521		\$131.40
2012-10-18	29859		\$131.40
2012-12-20	36243		\$131.40
2012-12-20	36258		\$131.60
2012-10-03	28391		\$133.80
2012-10-18	29825		\$133.80
2012-10-27	30826		\$133.80
2012-12-14	35590		\$134.60
2013-01-18	1919		\$135.00
2012-12-02	34353		\$135.19
2013-01-13	1345		\$135.41
2012-11-24	33526		\$135.70
2012-10-12	29278		\$136.20
2012-12-11	35321		\$136.20
2013-01-03	283		\$136.20
2013-02-11	4450		\$136.20
2013-02-24	5848		\$136.20
2013-02-07	4019		\$137.00
2013-01-08	769		\$137.54
2012-12-21	36327		\$139.40
2012-12-27	36970		\$139.40
2012-09-16	26678		\$140.00
2012-10-16	29708		\$141.00
2013-01-27	2846		\$141.21
2013-01-18	1976		\$141.40
2012-12-08	35056		\$142.76
2012-11-17	32913		\$143.40
2012-12-16	35811		\$143.40
2013-01-03	198		\$143.40
2012-12-23	36590		\$145.40
2012-12-23	36591		\$145.40
2012-07-20	20600		\$146.27
2013-02-15	4831		\$146.60
2013-01-27	2887		\$147.00
2013-02-21	5512		\$148.34
2013-01-11	1099		\$149.63
2012-11-08	31992		\$149.81
2012-07-01	18610		\$150.00
2012-08-11	22962		\$150.00
2012-09-18	26915		\$150.00
2012-09-20	27125		\$150.00
2012-09-28	27845		\$150.00
2012-10-08	28914		\$150.00
2012-10-08	28965		\$150.00
2012-10-10	29069		\$150.00

**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2012-10-13	29410		\$150.00
2012-10-19	29969		\$150.00
2012-10-21	30159		\$150.00
2012-10-22	30297		\$150.00
2012-10-22	30343		\$150.00
2012-10-24	30594		\$150.00
2012-10-29	30972		\$150.00
2012-10-31	31222		\$150.00
2012-11-01	31293		\$150.00
2012-11-05	31712		\$150.00
2012-11-16	32807		\$150.00
2012-11-23	33436		\$150.00
2012-11-25	33622		\$150.00
2012-11-27	33844		\$150.00
2012-11-28	33991		\$150.00
2012-11-30	34249		\$150.00
2012-12-01	34271		\$150.00
2012-12-01	34283		\$150.00
2012-12-02	34313		\$150.00
2012-12-02	34317		\$150.00
2012-12-02	34348		\$150.00
2012-12-02	34350		\$150.00
2012-12-02	34403		\$150.00
2012-12-02	34421		\$150.00
2012-12-03	34474		\$150.00
2012-12-04	34584		\$150.00
2012-12-04	34643		\$150.00
2012-12-06	34725		\$150.00
2012-12-06	34777		\$150.00
2012-12-07	34929		\$150.00
2012-12-07	34956		\$150.00
2012-12-08	34987		\$150.00
2012-12-08	35030		\$150.00
2012-12-09	35079		\$150.00
2012-12-09	35094		\$150.00
2012-12-09	35128		\$150.00
2012-12-09	37422		\$150.00
2012-12-10	35124		\$150.00
2012-12-10	35256		\$150.00
2012-12-13	35477		\$150.00
2012-12-13	35496		\$150.00
2012-12-13	35532		\$150.00
2012-12-13	35547		\$150.00
2012-12-13	35564		\$150.00
2012-12-14	35613		\$150.00
2012-12-15	35685		\$150.00
2012-12-15	35688		\$150.00
2012-12-15	35699		\$150.00
2012-12-19	36056		\$150.00
2012-12-19	36106		\$150.00
2012-12-20	36218		\$150.00
2012-12-22	36412		\$150.00
2012-12-22	36450		\$150.00
2012-12-23	36514		\$150.00
2012-12-23	36519		\$150.00
2012-12-24	36628		\$150.00
2012-12-24	36684		\$150.00
2012-12-25	36698		\$150.00
2012-12-25	36705		\$150.00
2012-12-25	36725		\$150.00
2012-12-26	36802		\$150.00
2012-12-26	36860		\$150.00
2012-12-26	36871		\$150.00
2012-12-26	36907		\$150.00
2012-12-26	37444		\$150.00
2012-12-28	37028		\$150.00
2012-12-28	37049		\$150.00
2012-12-29	37159		\$150.00
2012-12-29	37163		\$150.00
2012-12-29	37167		\$150.00

**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2012-12-30	37259		\$150.00
2012-12-31	37318		\$150.00
2013-01-02	176		\$150.00
2013-01-03	263		\$150.00
2013-01-03	318		\$150.00
2013-01-05	483		\$150.00
2013-01-06	503		\$150.00
2013-01-06	527		\$150.00
2013-01-07	657		\$150.00
2013-01-08	765		\$150.00
2013-01-09	892		\$150.00
2013-01-11	1038		\$150.00
2013-01-11	1108		\$150.00
2013-01-11	1112		\$150.00
2013-01-12	1277		\$150.00
2013-01-12	1281		\$150.00
2013-01-12	1300		\$150.00
2013-01-13	1291		\$150.00
2013-01-14	1425		\$150.00
2013-01-14	1524		\$150.00
2013-01-15	1558		\$150.00
2013-01-15	1562		\$150.00
2013-01-15	1581		\$150.00
2013-01-15	1632		\$150.00
2013-01-16	1695		\$150.00
2013-01-17	1735		\$150.00
2013-01-17	1757		\$150.00
2013-01-18	1900		\$150.00
2013-01-18	1956		\$150.00
2013-01-20	2139		\$150.00
2013-01-21	2297		\$150.00
2013-01-22	2289		\$150.00
2013-01-22	2342		\$150.00
2013-01-23	2417		\$150.00
2013-01-24	2532		\$150.00
2013-01-25	2611		\$150.00
2013-01-25	2617		\$150.00
2013-01-25	2675		\$150.00
2013-01-26	2774		\$150.00
2013-01-27	2848		\$150.00
2013-01-27	2901		\$150.00
2013-01-28	2974		\$150.00
2013-01-29	3021		\$150.00
2013-01-29	3060		\$150.00
2013-01-29	3091		\$150.00
2013-01-30	3161		\$150.00
2013-01-30	3174		\$150.00
2013-01-30	3188		\$150.00
2013-01-30	3222		\$150.00
2013-01-31	3220		\$150.00
2013-01-31	3268		\$150.00
2013-01-31	3278		\$150.00
2013-02-01	3375		\$150.00
2013-02-01	3439		\$150.00
2013-02-02	3446		\$150.00
2013-02-02	3482		\$150.00
2013-02-02	3496		\$150.00
2013-02-03	3613		\$150.00
2013-02-04	3674		\$150.00
2013-02-05	3755		\$150.00
2013-02-05	3778		\$150.00
2013-02-05	3782		\$150.00
2013-02-05	3822		\$150.00
2013-02-05	3867		\$150.00
2013-02-06	3876		\$150.00
2013-02-06	3896		\$150.00
2013-02-06	3934		\$150.00
2013-02-07	4032		\$150.00
2013-02-08	4105		\$150.00
2013-02-08	4187		\$150.00

**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2013-02-09	4227		\$150.00
2013-02-10	4329		\$150.00
2013-02-10	4359		\$150.00
2013-02-11	4418		\$150.00
2013-02-11	4430		\$150.00
2013-02-11	4435		\$150.00
2013-02-14	4711		\$150.00
2013-02-14	4779		\$150.00
2013-02-14	4789		\$150.00
2013-02-14	4814		\$150.00
2013-02-15	4838		\$150.00
2013-02-16	4957		\$150.00
2013-02-16	4991		\$150.00
2013-02-17	5008		\$150.00
2013-02-18	5102		\$150.00
2013-02-18	5167		\$150.00
2013-02-18	5236		\$150.00
2013-02-22	5702		\$150.00
2013-02-23	5664		\$150.00
2013-02-23	5809		\$150.00
2013-02-24	5851		\$150.00
2013-02-24	5854		\$150.00
2013-02-25	5947		\$150.00
2013-02-26	6102		\$150.00
2013-02-27	6137		\$150.00
2013-02-27	6141		\$150.00
2013-02-27	6210		\$150.00
2013-02-28	6242		\$150.00
2013-02-28	6280		\$150.00
2013-02-28	6312		\$150.00
2013-03-01	6317		\$150.00
2013-03-02	6514		\$150.00
2013-03-02	6524		\$150.00
2013-03-03	6530		\$150.00
2013-03-03	6555		\$150.00
2013-03-03	6603		\$150.00
2013-03-03	6628		\$150.00
2013-03-10	7277		\$150.00
2013-03-21	8455		\$150.00
2013-03-29	9303		\$150.00
2013-01-25	2637		\$151.40
2013-02-13	4671		\$151.40
2012-11-19	33006		\$151.60
2013-02-04	3648		\$151.70
2012-11-25	33572		\$151.81
2012-10-14	29363		\$151.89
2012-10-26	30727		\$153.59
2013-01-09	851		\$156.20
2013-01-08	755		\$156.60
2013-01-10	1042		\$156.72
2012-11-19	33027		\$157.46
2013-02-23	5740		\$157.55
2012-11-27	33882		\$157.80
2013-01-13	1397		\$158.30
2012-10-06	28732		\$159.40
2012-12-20	36240		\$159.40
2013-01-18	1969		\$159.40
2013-03-01	6377		\$159.40
2012-11-04	31565		\$160.00
2013-01-29	3077		\$160.00
2013-02-13	4609		\$160.00
2013-02-28	6218		\$160.00
2013-03-20	8336		\$161.00
2012-01-10	891		\$163.40
2012-09-13	26314		\$163.40
2012-10-01	28176		\$163.74
2012-11-09	32096		\$164.20
2013-02-17	5001		\$165.25
2012-07-02	18715		\$165.80
2012-07-16	20188		\$166.60



**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2012-11-18	32981		\$167.33
2012-04-21	11188		\$168.60
2012-07-13	19840		\$169.00
2012-12-14	35593		\$169.00
2013-02-09	4257		\$171.40
2013-02-09	4261		\$171.40
2013-02-13	4624		\$171.90
2013-02-14	4835		\$171.90
2013-01-26	2728		\$172.20
2012-11-18	32924		\$173.80
2012-12-03	34480		\$173.80
2012-12-14	35598		\$174.25
2012-11-13	32504		\$175.00
2013-02-07	3998		\$175.40
2013-01-30	3193		\$176.20
2013-02-21	5560		\$178.20
2012-09-23	27405		\$178.60
2012-12-02	34351		\$178.60
2013-02-08	4182		\$178.60
2013-02-18	5160		\$179.33
2012-11-24	33552		\$180.60
2012-12-06	34735		\$180.60
2013-01-08	741		\$182.22
2012-11-01	31328		\$182.44
2012-11-11	32320		\$182.70
2012-09-07	25798		\$182.83
2012-03-18	7904		\$183.38
2012-11-30	34094		\$183.40
2013-01-21	2191		\$185.80
2012-12-16	35829		\$186.19
2012-08-23	24166		\$186.53
2013-03-30	9422		\$188.28
2013-02-16	5020		\$189.56
2013-01-21	2251		\$195.40
2012-12-14	35592		\$197.35
2013-02-19	5212		\$198.30
2012-10-05	28591		\$198.48
2013-02-19	5305		\$198.75
2012-09-08	25869		\$199.67
2012-05-13	13574		\$200.00
2012-05-22	14486		\$200.00
2012-06-06	16006		\$200.00
2012-08-21	23971		\$200.00
2012-08-29	24834		\$200.00
2012-09-05	25548		\$200.00
2012-09-22	27331		\$200.00
2012-10-03	28435		\$200.00
2012-10-08	28893		\$200.00
2012-10-12	29301		\$200.00
2012-10-25	30667		\$200.00
2012-10-31	31197		\$200.00
2012-11-04	31619		\$200.00
2012-11-13	32516		\$200.00
2012-11-17	32841		\$200.00
2012-11-20	33079		\$200.00
2012-12-03	34537		\$200.00
2012-12-07	34848		\$200.00
2012-12-12	35423		\$200.00
2012-12-17	35898		\$200.00
2012-12-18	36075		\$200.00
2012-12-21	36333		\$200.00
2012-12-23	36552		\$200.00
2012-12-24	36680		\$200.00
2012-12-26	36829		\$200.00
2012-12-26	36834		\$200.00
2012-12-26	36843		\$200.00
2012-12-29	37158		\$200.00
2012-12-31	37319		\$200.00
2012-12-31	37372		\$200.00
2013-01-01	49		\$200.00

**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2013-01-06	570		\$200.00
2013-01-07	614		\$200.00
2013-01-12	1169		\$200.00
2013-01-17	1858		\$200.00
2013-01-17	1869		\$200.00
2013-01-19	2042		\$200.00
2013-01-21	2261		\$200.00
2013-01-23	2377		\$200.00
2013-01-23	2457		\$200.00
2013-01-25	2600		\$200.00
2013-01-26	2724		\$200.00
2013-01-27	2837		\$200.00
2013-01-29	3095		\$200.00
2013-02-04	3691		\$200.00
2013-02-04	3709		\$200.00
2013-02-07	3995		\$200.00
2013-02-14	4757		\$200.00
2013-02-26	6084		\$200.00
2013-03-01	6358		\$200.00
2013-02-16	4967		\$201.90
2012-12-07	34964		\$202.71
2013-01-29	3111		\$203.10
2013-01-02	152		\$204.48
2012-10-26	30774		\$208.60
2013-01-09	870		\$209.02
2012-11-27	33866		\$212.60
2012-12-31	37385		\$216.47
2012-12-15	35707		\$217.00
2012-10-12	29290		\$220.39
2012-11-25	33620		\$221.60
2013-02-12	4494		\$222.62
2012-12-28	37017		\$222.72
2013-01-20	2148		\$225.00
2012-11-12	32389		\$227.70
2013-01-18	1859		\$227.70
2012-11-01	31315		\$233.93
2013-02-25	5934		\$237.87
2012-10-27	30807		\$238.55
2012-12-01	34295		\$241.24
2013-02-14	4785		\$241.69
2012-10-21	30241		\$242.83
2012-12-19	36061		\$242.83
2012-08-17	23623		\$244.85
2013-02-19	5259		\$244.87
2012-12-22	36430		\$245.00
2012-11-04	31588		\$248.20
2013-01-13	1329		\$249.40
2013-02-20	5348		\$249.40
2012-11-18	32925		\$250.00
2013-01-18	1925		\$250.00
2013-01-21	2214		\$250.00
2013-01-24	2525		\$250.00
2013-01-25	2650		\$250.00
2013-01-27	2850		\$250.00
2013-01-31	3272		\$250.00
2013-02-12	4548		\$250.00
2013-02-16	5005		\$250.00
2013-02-18	5206		\$250.00
2013-02-22	5602		\$250.00
2013-01-16	1682		\$251.80
2012-11-13	32514		\$254.35
2013-02-10	4341		\$257.35
2013-01-19	1998		\$259.54
2012-11-28	33990		\$261.54
2012-07-16	20168		\$263.40
2012-11-12	32429		\$272.70
2012-09-14	26481		\$276.76
2012-12-15	35765		\$277.26
2011-06-04	16092		\$280.00
2012-05-08	13041		\$280.00

**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2012-07-16	20143		\$280.00
2012-08-27	24583		\$280.00
2012-09-22	27295		\$280.00
2012-10-14	29527		\$280.00
2012-10-16	29681		\$280.00
2012-10-22	30367		\$280.00
2012-11-01	31283		\$280.00
2012-11-10	32192		\$280.00
2012-11-14	32561		\$280.00
2012-11-17	32876		\$280.00
2012-11-17	32885		\$280.00
2012-11-18	32936		\$280.00
2012-11-19	33025		\$280.00
2012-11-20	33176		\$280.00
2012-11-21	33257		\$280.00
2012-11-26	33667		\$280.00
2012-11-28	33955		\$280.00
2012-11-28	34022		\$280.00
2012-11-30	34167		\$280.00
2012-12-06	34790		\$280.00
2012-12-07	34842		\$280.00
2012-12-08	35053		\$280.00
2012-12-09	35126		\$280.00
2012-12-11	35262		\$280.00
2012-12-12	35444		\$280.00
2012-12-14	35581		\$280.00
2012-12-14	35602		\$280.00
2012-12-18	35972		\$280.00
2012-12-18	35986		\$280.00
2012-12-22	36399		\$280.00
2012-12-23	36576		\$280.00
2012-12-25	36706		\$280.00
2012-12-28	37133		\$280.00
2012-12-29	37155		\$280.00
2013-01-07	641		\$280.00
2013-01-07	670		\$280.00
2013-01-08	692		\$280.00
2013-01-08	767		\$280.00
2013-01-12	1225		\$280.00
2013-01-15	1535		\$280.00
2013-01-20	2101		\$280.00
2013-01-22	2298		\$280.00
2013-01-23	2365		\$280.00
2013-01-24	2517		\$280.00
2013-01-25	2592		\$280.00
2013-01-27	2877		\$280.00
2013-02-01	3415		\$280.00
2013-02-02	3445		\$280.00
2013-02-02	3466		\$280.00
2013-02-03	3552		\$280.00
2013-02-04	3749		\$280.00
2013-02-04	3768		\$280.00
2013-02-05	3818		\$280.00
2013-02-07	4049		\$280.00
2013-02-08	4118		\$280.00
2013-02-12	4518		\$280.00
2013-02-13	4594		\$280.00
2013-02-14	4790		\$280.00
2013-02-15	4913		\$280.00
2013-02-17	5093		\$280.00
2013-02-21	5520		\$280.00
2013-02-22	5590		\$280.00
2013-02-22	5621		\$280.00
2013-02-22	5622		\$280.00
2013-02-24	5861		\$280.00
2013-02-11	4500		\$281.70
2013-01-17	1857		\$287.40
2012-12-21	36312		\$294.07
2013-02-11	4396		\$295.05
2013-02-10	4321		\$299.96

**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2013-02-24	5792		\$299.96
2012-11-08	32009		\$300.24
2013-01-10	1014		\$303.47
2013-01-12	1240		\$306.94
2012-12-13	35497		\$308.30
2013-01-15	1620		\$314.34
2012-12-20	36161		\$315.50
2012-12-21	36334		\$317.64
2013-02-08	4106		\$323.00
2012-08-31	25086		\$328.37
2012-09-18	26887		\$333.64
2012-11-13	32505		\$333.80
2012-10-14	29524		\$345.12
2012-12-06	34787		\$347.67
2013-01-29	3062		\$354.87
2013-02-15	4942		\$355.05
2012-12-02	34397		\$363.46
2012-12-28	37117		\$363.46
2013-02-03	3632		\$368.36
2012-12-01	34199		\$368.43
2012-12-10	35148		\$368.43
2013-02-22	5604		\$369.60
2013-02-20	5453		\$373.40
2012-11-26	33788		\$380.65
2012-12-04	34620		\$380.71
2012-11-07	31869		\$383.64
2012-01-01	75		\$385.00
2012-11-19	33020		\$388.61
2013-01-16	1710		\$390.14
2013-02-19	5261		\$390.32
2013-01-28	2973		\$394.46
2012-12-12	35461		\$395.83
2012-12-07	34879		\$398.61
2012-09-29	29165		\$400.00
2012-12-08	35032		\$403.52
2012-12-23	36564		\$403.52
2012-11-15	32682		\$408.49
2013-01-14	1499		\$409.78
2012-10-19	29946		\$413.36
2012-10-28	30870		\$413.36
2013-02-08	4097		\$413.66
2013-02-21	5582		\$413.66
2013-02-18	5178		\$419.60
2013-01-15	1591		\$419.99
2013-01-26	2823		\$419.99
2012-11-09	32064		\$420.39
2013-02-22	5693		\$424.69
2012-10-04	28536		\$427.42
2012-10-05	28774		\$427.42
2013-01-25	2606		\$427.61
2012-12-13	35467		\$428.37
2013-01-11	1160		\$429.42
2013-01-24	2553		\$432.64
2012-11-25	33579		\$433.04
2013-02-09	4252		\$433.23
2013-02-04	3703		\$434.04
2013-02-03	3629		\$434.33
2012-11-03	31497		\$434.45
2012-11-09	32131		\$434.45
2012-12-23	36518		\$439.66
2013-01-16	1619		\$444.81
2013-02-07	3976		\$445.30
2013-03-01	6342		\$445.30
2012-12-10	35203		\$445.40
2013-02-24	5871		\$446.36
2012-07-19	20464		\$448.51
2013-01-27	2853		\$449.70
2012-12-11	35267		\$453.07
2012-12-03	34450		\$456.20
2012-12-21	36361		\$458.19

**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2012-11-01	31305		\$461.80
2013-02-20	5365		\$462.00
2013-01-12	1269		\$466.31
2012-08-07	22542		\$469.60
2013-01-21	2254		\$470.61
2012-11-01	31351		\$472.69
2013-02-27	6117		\$476.94
2013-01-24	2542		\$477.25
2012-11-30	34173		\$480.08
2012-12-19	36153		\$485.44
2012-09-27	27751		\$487.00
2012-10-20	30056		\$487.38
2012-12-19	36087		\$488.01
2013-01-16	1724		\$491.27
2012-11-01	31308		\$491.82
2012-12-24	36676		\$491.82
2012-12-15	35730		\$492.83
2012-12-08	35017		\$496.50
2012-11-26	33656		\$499.00
2012-12-03	34504		\$499.00
2012-12-24	36678		\$499.00
2013-03-09	7211		\$499.00
2012-11-07	31923		\$501.99
2012-09-28	27878		\$507.30
2012-12-12	35385		\$511.00
2013-01-06	524		\$511.00
2013-02-05	3801		\$511.00
2013-02-27	6230		\$511.95
2013-01-06	572		\$513.99
2012-09-24	27454		\$515.46
2013-02-04	3657		\$518.20
2013-01-10	952		\$518.53
2013-02-07	4048		\$519.40
2012-09-02	25301		\$523.00
2012-09-23	27430		\$523.00
2012-11-30	34123		\$523.00
2012-12-10	35199		\$523.00
2012-12-20	36214		\$523.00
2013-04-16	11259		\$523.00
2012-12-10	35201		\$527.58
2012-08-28	24710		\$529.67
2013-05-11	13675		\$531.00
2012-09-13	26340		\$532.87
2012-09-25	27633		\$535.00
2012-12-18	36042		\$535.00
2012-12-25	36803		\$535.00
2012-07-26	21294		\$535.95
2012-10-14	30703		\$535.95
2013-02-27	6119		\$536.31
2012-09-04	25455		\$537.00
2012-09-15	26571		\$537.00
2012-09-16	26710		\$537.00
2012-09-19	27019		\$537.00
2012-09-29	27982		\$537.00
2012-10-15	29597		\$537.00
2012-10-22	30265		\$537.00
2012-11-04	31574		\$537.00
2012-11-04	31598		\$537.00
2012-11-07	31917		\$537.00
2012-11-23	33394		\$537.00
2012-11-25	33604		\$537.00
2012-11-28	33903		\$537.00
2012-11-28	33984		\$537.00
2012-12-02	34395		\$537.00
2012-12-14	35608		\$537.00
2012-12-16	35753		\$537.00
2012-12-16	35833		\$537.00
2012-12-16	35842		\$537.00
2012-12-20	36141		\$537.00
2012-12-23	37442		\$537.00

**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2012-12-25	36685		\$537.00
2012-12-27	36893		\$537.00
2013-01-02	115		\$537.00
2013-01-09	941		\$537.00
2013-01-10	1006		\$537.00
2013-01-11	1177		\$537.00
2013-01-11	1191		\$537.00
2013-01-11	1192		\$537.00
2013-01-14	1481		\$537.00
2013-01-17	1856		\$537.00
2013-01-27	2786		\$537.00
2013-01-28	2928		\$537.00
2013-02-02	3413		\$537.00
2013-02-05	3825		\$537.00
2013-02-09	4169		\$537.00
2013-02-15	4908		\$537.00
2013-02-16	4934		\$537.00
2013-02-18	5163		\$537.00
2013-02-20	5323		\$537.00
2013-03-27	9108		\$537.00
2012-12-03	34463		\$538.20
2012-11-09	32120		\$540.33
2012-10-31	31173		\$541.00
2010-10-16	29369		\$545.00
2012-12-28	37089		\$547.00
2012-02-17	4587		\$549.00
2012-08-06	22386		\$549.00
2012-09-27	27784		\$549.00
2012-10-01	28224		\$549.00
2012-10-01	28250		\$549.00
2012-10-13	29399		\$549.00
2012-10-21	30179		\$549.00
2012-11-04	31528		\$549.00
2012-11-13	32465		\$549.00
2012-11-19	33007		\$549.00
2012-11-23	33494		\$549.00
2012-11-25	33649		\$549.00
2012-11-27	33890		\$549.00
2012-11-29	34084		\$549.00
2012-12-04	34582		\$549.00
2012-12-04	34588		\$549.00
2012-12-06	34867		\$549.00
2012-12-08	34950		\$549.00
2012-12-11	35312		\$549.00
2012-12-13	35513		\$549.00
2012-12-13	35539		\$549.00
2012-12-15	35727		\$549.00
2012-12-16	35847		\$549.00
2012-12-18	36046		\$549.00
2012-12-24	36594		\$549.00
2012-12-24	36662		\$549.00
2012-12-31	37380		\$549.00
2013-01-01	79		\$549.00
2013-01-04	378		\$549.00
2013-01-09	922		\$549.00
2013-01-11	1085		\$549.00
2013-01-12	1214		\$549.00
2013-01-26	2695		\$549.00
2013-01-31	3271		\$549.00
2013-01-31	3303		\$549.00
2013-02-02	3437		\$549.00
2013-02-02	3507		\$549.00
2013-02-04	3687		\$549.00
2013-02-11	4451		\$549.00
2013-02-13	4623		\$549.00
2013-02-20	5436		\$549.00
2013-02-20	5439		\$549.00
2013-02-21	5549		\$549.00
2013-02-22	5578		\$549.00
2013-02-26	6013		\$552.58

**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2012-11-09	32029		\$555.02
2013-01-22	2335		\$559.00
2013-05-17	14288		\$559.00
2012-08-02	21924		\$560.00
2012-07-16	20231		\$561.00
2012-08-29	24812		\$561.00
2012-09-21	27210		\$561.00
2012-10-09	28904		\$561.00
2012-10-15	29577		\$561.00
2012-10-24	30591		\$561.00
2012-11-02	31378		\$561.00
2012-11-04	31618		\$561.00
2012-11-07	31893		\$561.00
2012-11-24	33535		\$561.00
2012-11-25	33539		\$561.00
2012-11-26	33703		\$561.00
2012-11-29	34044		\$561.00
2012-11-29	34089		\$561.00
2012-12-10	35196		\$561.00
2012-12-12	35458		\$561.00
2012-12-15	35695		\$561.00
2012-12-28	37024		\$561.00
2013-01-01	32		\$561.00
2013-01-06	504		\$561.00
2013-01-08	674		\$561.00
2013-01-12	1203		\$561.00
2013-01-15	1513		\$561.00
2013-01-15	1627		\$561.00
2013-01-16	1709		\$561.00
2013-01-16	1714		\$561.00
2013-01-18	1850		\$561.00
2013-01-19	1979		\$561.00
2013-01-21	2217		\$561.00
2013-01-25	2700		\$561.00
2013-01-29	3036		\$561.00
2013-02-01	3349		\$561.00
2013-02-01	3399		\$561.00
2013-02-04	3730		\$561.00
2013-02-10	4376		\$561.00
2013-02-12	4543		\$561.00
2013-02-17	5125		\$561.00
2013-02-22	5575		\$561.00
2013-03-03	6539		\$561.00
2013-04-05	10021		\$561.00
2013-04-10	10687		\$561.00
2013-04-30	12562		\$561.00
2012-11-19	33029		\$562.00
2012-08-18	23609		\$570.95
2012-02-06	3499		\$573.00
2012-09-21	27196		\$573.00
2012-10-14	29374		\$573.00
2012-11-02	31443		\$573.00
2012-11-05	33119		\$573.00
2012-11-24	33499		\$573.00
2012-11-27	33832		\$573.00
2012-12-02	34383		\$573.00
2012-12-05	34689		\$573.00
2012-12-05	34737		\$573.00
2012-12-08	34966		\$573.00
2012-12-17	35864		\$573.00
2012-12-23	36506		\$573.00
2012-12-25	36761		\$573.00
2012-12-26	36831		\$573.00
2012-12-26	36847		\$573.00
2012-12-31	37403		\$573.00
2013-01-03	266		\$573.00
2013-01-06	492		\$573.00
2013-01-11	1058		\$573.00
2013-01-12	1183		\$573.00
2013-01-12	1259		\$573.00

**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2013-01-12	1270		\$573.00
2013-01-16	1671		\$573.00
2013-01-17	1886		\$573.00
2013-01-20	2063		\$573.00
2013-01-20	2123		\$573.00
2013-01-30	3142		\$573.00
2013-02-02	3469		\$573.00
2013-02-03	3506		\$573.00
2013-02-03	3576		\$573.00
2013-02-03	3605		\$573.00
2013-02-04	3727		\$573.00
2013-02-07	4069		\$573.00
2013-02-21	5518		\$573.00
2013-02-28	6298		\$573.00
2013-03-04	6634		\$573.00
2012-10-11	29207		\$574.00
2012-11-23	33445		\$575.90
2012-12-22	36423		\$577.35
2013-02-11	4458		\$578.49
2012-09-21	27254		\$579.00
2012-12-22	36433		\$582.57
2012-12-04	34618		\$583.00
2012-10-22	30284		\$585.00
2012-10-27	30772		\$585.00
2012-10-29	31024		\$585.00
2012-11-27	33829		\$585.00
2012-12-04	34526		\$585.00
2012-12-09	35154		\$585.00
2012-12-10	35246		\$585.00
2012-12-13	35516		\$585.00
2012-12-25	36782		\$585.00
2012-12-26	36844		\$585.00
2012-12-30	37273		\$585.00
2013-01-10	959		\$585.00
2013-01-13	1312		\$585.00
2013-01-13	1330		\$585.00
2013-01-17	1866		\$585.00
2013-01-21	2278		\$585.00
2013-01-24	2549		\$585.00
2013-02-13	4673		\$585.00
2013-02-18	5186		\$585.00
2013-02-18	5187		\$585.00
2012-12-14	35634		\$587.00
2013-01-05	468		\$587.00
2013-01-09	924		\$587.00
2012-10-19	29938		\$591.00
2012-08-17	23548		\$597.00
2012-10-17	29738		\$597.00
2012-11-05	31683		\$597.00
2012-12-01	34302		\$597.00
2012-12-02	34341		\$597.00
2012-12-05	34633		\$597.00
2012-12-06	34834		\$597.00
2012-12-06	34843		\$597.00
2012-12-11	35275		\$597.00
2012-12-13	35517		\$597.00
2012-12-18	35982		\$597.00
2012-12-28	37121		\$597.00
2012-12-29	37179		\$597.00
2013-01-01	111		\$597.00
2013-01-02	180		\$597.00
2013-01-03	233		\$597.00
2013-01-04	301		\$597.00
2013-01-07	705		\$597.00
2013-01-08	4402		\$597.00
2013-01-09	809		\$597.00
2013-01-09	847		\$597.00
2013-01-16	1744		\$597.00
2013-01-18	1928		\$597.00
2013-01-20	2163		\$597.00



**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2013-01-22	2309		\$597.00
2013-01-22	2351		\$597.00
2013-01-23	2371		\$597.00
2013-01-25	2635		\$597.00
2013-01-30	3121		\$597.00
2013-02-03	3589		\$597.00
2013-02-15	4830		\$597.00
2013-02-18	5156		\$597.00
2013-02-25	5888		\$597.00
2013-02-26	6023		\$597.00
2013-03-11	7369		\$597.00
2013-03-12	7493		\$597.00
2012-01-22	2025		\$599.00
2012-12-02	34312		\$599.00
2013-03-16	7959		\$599.00
2013-01-09	918		\$604.27
2012-07-06	19131		\$609.00
2012-08-12	23043		\$609.00
2012-08-26	24492		\$609.00
2012-09-04	25476		\$609.00
2012-10-01	28154		\$609.00
2012-10-11	29243		\$609.00
2012-11-26	33694		\$609.00
2012-11-27	33858		\$609.00
2012-11-27	33895		\$609.00
2012-11-30	34130		\$609.00
2012-11-30	34137		\$609.00
2012-12-02	34360		\$609.00
2012-12-08	34969		\$609.00
2012-12-11	35285		\$609.00
2012-12-12	35345		\$609.00
2012-12-15	35757		\$609.00
2012-12-17	35938		\$609.00
2012-12-18	36048		\$609.00
2012-12-20	36155		\$609.00
2012-12-24	36714		\$609.00
2013-01-04	292		\$609.00
2013-01-07	581		\$609.00
2013-01-11	1076		\$609.00
2013-01-11	1207		\$609.00
2013-01-12	1167		\$609.00
2013-01-14	1424		\$609.00
2013-01-15	1527		\$609.00
2013-01-17	1852		\$609.00
2013-01-19	2036		\$609.00
2013-01-20	2059		\$609.00
2013-01-27	2840		\$609.00
2013-01-27	2844		\$609.00
2013-01-28	2978		\$609.00
2013-01-30	3152		\$609.00
2013-01-31	3316		\$609.00
2013-02-03	3541		\$609.00
2013-02-11	4397		\$609.00
2013-02-13	4613		\$609.00
2013-02-15	4939		\$609.00
2013-02-17	5010		\$609.00
2013-02-19	5315		\$609.00
2013-02-23	5704		\$609.00
2013-03-20	8340		\$609.00
2012-12-22	36448		\$610.74
2012-12-03	34468		\$611.00
2013-01-10	1013		\$614.03
2012-06-14	16874		\$615.00
2013-01-18	1903		\$615.00
2013-01-20	2125		\$619.00
2012-07-05	18952		\$621.00
2012-10-10	29106		\$621.00
2012-10-11	29166		\$621.00
2012-10-12	29274		\$621.00
2012-10-20	30053		\$621.00

**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2012-11-01	31356		\$621.00
2012-11-25	33635		\$621.00
2012-11-27	33819		\$621.00
2012-11-29	33997		\$621.00
2012-11-30	34156		\$621.00
2012-12-01	34334		\$621.00
2012-12-02	34392		\$621.00
2012-12-03	34559		\$621.00
2012-12-10	35244		\$621.00
2012-12-11	35332		\$621.00
2012-12-19	36147		\$621.00
2012-12-21	36332		\$621.00
2012-12-22	36443		\$621.00
2012-12-24	36644		\$621.00
2012-12-24	36657		\$621.00
2012-12-25	36759		\$621.00
2012-12-26	36905		\$621.00
2012-12-27	36909		\$621.00
2012-12-27	36960		\$621.00
2013-01-11	1168		\$621.00
2013-01-15	1512		\$621.00
2013-01-16	1668		\$621.00
2013-01-18	1916		\$621.00
2013-01-26	2798		\$621.00
2013-02-01	3410		\$621.00
2013-02-04	3733		\$621.00
2013-02-20	5417		\$621.00
2013-02-24	5774		\$621.00
2013-02-04	3772		\$623.00
2012-11-06	33208		\$626.10
2012-11-20	33159		\$627.00
2012-12-24	36638		\$627.00
2012-12-24	36639		\$627.00
2012-12-24	36658		\$627.00
2012-12-31	37397		\$629.08
2013-01-21	2193		\$630.94
2013-02-06	3884		\$632.59
2012-05-30	15228		\$633.00
2012-05-30	15229		\$633.00
2012-08-15	23388		\$633.00
2012-09-30	28022		\$633.00
2012-10-01	28216		\$633.00
2012-11-27	33790		\$633.00
2012-12-02	34345		\$633.00
2012-12-03	34432		\$633.00
2012-12-04	34621		\$633.00
2012-12-11	35287		\$633.00
2012-12-15	35694		\$633.00
2012-12-18	36015		\$633.00
2012-12-21	36355		\$633.00
2012-12-22	36402		\$633.00
2012-12-24	36573		\$633.00
2012-12-28	37026		\$633.00
2012-12-31	37320		\$633.00
2013-01-06	554		\$633.00
2013-01-09	920		\$633.00
2013-01-20	2051		\$633.00
2013-01-27	2866		\$633.00
2013-02-06	3862		\$633.00
2013-02-08	4101		\$633.00
2013-02-19	5291		\$633.00
2013-03-20	8389		\$634.00
2012-11-21	33190		\$635.00
2013-02-26	6005		\$635.00
2012-09-25	27577		\$637.00
2012-12-03	34545		\$637.00
2012-12-04	34610		\$637.00
2012-12-04	35971		\$637.00
2012-12-06	34799		\$637.00
2012-12-07	34925		\$637.00

**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2012-12-08	35050		\$637.00
2013-01-10	932		\$637.00
2013-01-10	965		\$637.00
2013-02-08	4171		\$637.00
2013-02-08	4180		\$637.00
2013-02-20	5391		\$637.00
2013-04-25	12122		\$637.00
2012-04-16	10720		\$638.32
2012-11-30	34212		\$639.00
2013-01-11	1152		\$639.00
2013-01-15	1601		\$639.00
2012-12-07	34911		\$640.02
2013-01-28	2907		\$642.75
2012-05-30	15243		\$645.00
2012-11-27	33889		\$645.00
2012-11-28	33972		\$645.00
2012-11-30	34144		\$645.00
2012-12-01	34294		\$645.00
2012-12-02	34426		\$645.00
2012-12-03	34491		\$645.00
2012-12-21	36309		\$645.00
2012-12-22	36470		\$645.00
2013-01-03	276		\$645.00
2013-01-15	1624		\$645.00
2013-01-16	1742		\$645.00
2013-01-19	1962		\$645.00
2013-02-02	3484		\$645.00
2013-02-15	4824		\$645.00
2012-11-16	32781		\$647.00
2013-02-08	4081		\$647.00
2012-12-06	34792		\$649.00
2012-12-07	34885		\$649.00
2012-12-09	35098		\$649.00
2012-12-22	36407		\$649.00
2012-12-24	36629		\$649.00
2012-12-25	36740		\$649.00
2013-01-04	340		\$649.00
2013-01-15	1583		\$649.00
2013-01-22	2356		\$649.00
2012-10-10	29122		\$652.60
2013-02-18	5121		\$653.00
2012-08-27	24662		\$657.00
2012-11-29	34063		\$657.00
2012-12-12	35447		\$657.00
2012-12-18	36010		\$657.00
2013-01-02	119		\$657.00
2013-01-04	315		\$657.00
2013-01-05	443		\$657.00
2013-01-18	1981		\$657.00
2013-02-08	4066		\$657.00
2012-12-17	35927		\$659.00
2013-01-15	1526		\$659.00
2013-02-15	4874		\$659.00
2012-11-21	33244		\$661.00
2012-12-17	35851		\$661.00
2013-01-02	132		\$661.00
2013-01-12	1201		\$661.00
2013-01-14	1523		\$661.00
2013-02-09	4183		\$661.00
2013-02-16	4927		\$661.00
2013-02-19	5333		\$661.00
2012-12-06	34766		\$669.00
2012-12-06	34779		\$669.00
2012-12-11	35325		\$669.00
2012-12-19	37435		\$669.00
2013-01-07	646		\$669.00
2013-01-09	857		\$669.00
2013-01-11	1134		\$669.00
2013-01-16	1765		\$669.00
2013-02-09	4218		\$669.00

**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2013-02-25	5962		\$669.00
2013-03-13	7610		\$669.00
2012-11-09	32125		\$671.00
2013-01-01	33		\$671.00
2012-09-14	26462		\$673.00
2012-10-28	30896		\$673.00
2012-11-07	31854		\$673.00
2012-11-21	33249		\$673.00
2012-11-24	33481		\$673.00
2012-12-14	35551		\$673.00
2012-12-14	35588		\$673.00
2013-02-06	3913		\$673.00
2013-03-01	6402		\$673.00
2013-04-26	12192		\$675.00
2013-01-11	1095		\$675.53
2012-12-13	35484		\$679.00
2012-11-19	33070		\$681.00
2012-12-04	34555		\$681.00
2012-12-06	34831		\$681.00
2012-12-10	35253		\$681.00
2012-12-12	35393		\$681.00
2012-12-17	35852		\$681.00
2012-12-27	36979		\$681.00
2013-01-24	2580		\$681.00
2013-01-26	2803		\$681.00
2013-01-27	2880		\$681.00
2013-01-13	1377		\$683.00
2012-11-25	33553		\$685.00
2013-01-06	595		\$685.00
2013-01-17	1879		\$685.00
2013-01-20	2128		\$685.00
2013-02-10	4295		\$685.00
2013-02-20	5469		\$685.00
2013-03-21	8466		\$685.00
2012-11-22	33354		\$687.00
2013-02-21	5550		\$687.00
2013-02-15	4962		\$687.72
2013-01-21	2221		\$689.99
2012-12-24	36626		\$691.00
2013-02-04	3673		\$691.00
2012-09-29	28014		\$693.00
2012-11-19	32997		\$693.00
2012-11-28	33925		\$693.00
2012-12-03	34423		\$693.00
2013-01-07	663		\$693.00
2013-02-03	3504		\$693.00
2012-05-30	15257		\$695.00
2012-02-04	3343		\$697.00
2012-11-02	31397		\$697.00
2012-11-07	31918		\$697.00
2012-11-17	32900		\$697.00
2012-11-27	33911		\$697.00
2012-11-28	34025		\$697.00
2012-12-03	34486		\$697.00
2012-12-07	34935		\$697.00
2012-12-08	34993		\$697.00
2012-12-10	35116		\$697.00
2012-12-13	35535		\$697.00
2012-12-23	36480		\$697.00
2012-12-25	36784		\$697.00
2013-01-01	13		\$697.00
2013-01-01	75		\$697.00
2013-01-07	688		\$697.00
2013-01-21	2268		\$697.00
2013-01-25	2628		\$697.00
2013-02-10	4401		\$697.00
2013-02-12	4620		\$697.00
2013-02-16	4945		\$697.00
2013-02-17	5059		\$697.00
2013-02-18	5237		\$697.00

**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2013-03-04	6696		\$697.00
2013-05-05	13044		\$697.00
2013-03-04	6638		\$698.18
2012-12-12	35429		\$698.40
2012-11-13	32559		\$698.47
2013-01-10	947		\$699.00
2012-06-15	19826		\$700.00
2012-12-06	34815		\$705.00
2012-12-10	35241		\$705.00
2012-12-19	36113		\$705.00
2012-12-25	36804		\$708.00
2012-09-05	25566		\$709.00
2012-11-17	32881		\$709.00
2012-12-05	34703		\$709.00
2012-12-07	34881		\$709.00
2012-12-13	35432		\$709.00
2012-12-13	35556		\$709.00
2012-12-17	35886		\$709.00
2012-12-17	35906		\$709.00
2012-12-22	36362		\$709.00
2013-01-01	41		\$709.00
2013-01-05	489		\$709.00
2013-01-08	718		\$709.00
2013-01-14	1467		\$709.00
2013-01-14	1468		\$709.00
2013-01-15	1628		\$709.00
2013-01-16	1630		\$709.00
2013-01-16	1712		\$709.00
2013-01-24	2529		\$709.00
2013-01-31	3285		\$709.00
2013-02-17	5029		\$709.00
2013-02-27	6183		\$709.00
2013-03-03	6618		\$709.00
2013-02-19	5307		\$711.00
2013-03-07	6915		\$711.00
2009-01-17	1489		\$715.00
2011-10-28	29779		\$715.00
2012-11-02	31409		\$717.00
2012-11-30	34125		\$717.00
2012-12-06	34820		\$717.00
2012-12-16	35789		\$717.00
2013-01-08	676		\$717.00
2013-02-04	3647		\$717.00
2013-02-06	3875		\$717.00
2012-10-27	30821		\$721.00
2012-11-03	31516		\$721.00
2012-12-03	34533		\$721.00
2012-12-09	35104		\$721.00
2013-01-07	661		\$721.00
2013-01-08	683		\$721.00
2013-01-10	1033		\$721.00
2013-02-08	4085		\$721.00
2013-02-12	4516		\$721.00
2013-02-14	4744		\$721.00
2013-04-02	9805		\$721.00
2012-09-28	27841		\$723.00
2012-12-21	36368		\$723.00
2012-12-01	34304		\$726.69
2012-09-23	27385		\$729.00
2013-01-05	497		\$729.00
2013-02-25	5971		\$729.00
2012-10-10	29133		\$733.00
2012-12-02	34384		\$733.00
2012-12-06	34819		\$733.00
2012-12-08	35065		\$733.00
2012-12-15	35723		\$733.00
2012-12-23	36501		\$733.00
2012-12-23	37440		\$733.00
2012-12-31	37373		\$733.00
2013-01-01	29		\$733.00

**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2013-01-04	419		\$733.00
2013-01-06	579		\$733.00
2013-01-11	1035		\$733.00
2013-01-20	2142		\$733.00
2013-02-02	3485		\$733.00
2013-02-08	4160		\$733.00
2013-02-16	4946		\$733.00
2013-02-25	5897		\$733.00
2012-12-07	34960		\$734.00
2012-11-25	33588		\$734.67
2012-11-30	34163		\$735.00
2013-01-28	2920		\$737.00
2013-01-05	493		\$741.00
2013-01-11	1138		\$741.00
2013-02-07	4042		\$741.00
2013-03-11	7362		\$741.00
2013-02-26	5999		\$742.34
2013-01-13	1399		\$743.00
2012-11-09	32166		\$745.00
2012-11-20	33124		\$745.00
2012-11-25	33650		\$745.00
2012-11-26	33787		\$745.00
2012-12-02	34335		\$745.00
2012-12-07	34976		\$745.00
2012-12-15	35693		\$745.00
2012-12-20	36130		\$745.00
2012-12-22	36468		\$745.00
2012-12-24	36586		\$745.00
2013-01-11	1196		\$745.00
2013-01-14	1473		\$745.00
2013-02-11	4501		\$745.00
2013-02-21	5443		\$745.00
2012-10-23	30363		\$747.00
2012-10-31	31321		\$747.00
2012-11-03	31486		\$747.00
2012-11-11	32363		\$747.00
2012-11-12	32428		\$747.00
2012-12-10	35214		\$747.00
2012-12-17	35926		\$747.00
2012-12-25	36752		\$747.00
2012-12-26	36837		\$747.00
2012-12-29	37169		\$747.00
2013-01-10	989		\$747.00
2013-01-14	1461		\$747.00
2013-01-15	1647		\$747.00
2013-01-26	2723		\$747.00
2013-02-06	3890		\$747.00
2013-02-11	4485		\$747.00
2013-02-16	5013		\$747.00
2013-02-18	5145		\$747.00
2013-02-20	5384		\$747.00
2013-02-20	5448		\$747.00
2013-02-21	5536		\$747.00
2013-02-26	6022		\$747.00
2013-02-27	6157		\$747.00
2012-09-06	25592		\$757.00
2012-11-17	32879		\$757.00
2012-12-01	34275		\$757.00
2012-12-15	35682		\$757.00
2012-12-16	35853		\$757.00
2012-12-18	35989		\$757.00
2012-12-24	36649		\$757.00
2013-01-07	669		\$757.00
2013-01-16	1729		\$757.00
2013-01-20	2067		\$757.00
2013-01-20	2180		\$757.00
2013-01-27	2828		\$757.00
2013-02-03	3641		\$757.00
2013-02-06	3929		\$757.00
2013-02-11	4478		\$757.00

**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2012-11-19	33102		\$758.00
2012-10-10	29111		\$759.00
2012-11-20	33163		\$759.00
2012-12-05	34635		\$759.00
2012-12-06	34791		\$759.00
2012-12-07	34901		\$759.00
2012-12-08	34947		\$759.00
2012-12-08	35019		\$759.00
2012-12-09	35146		\$759.00
2012-12-11	35315		\$759.00
2012-12-14	35648		\$759.00
2012-12-16	35743		\$759.00
2012-12-20	36234		\$759.00
2012-12-22	36379		\$759.00
2012-12-25	36748		\$759.00
2012-12-26	36832		\$759.00
2012-12-29	37213		\$759.00
2012-12-31	37401		\$759.00
2013-01-04	409		\$759.00
2013-01-05	405		\$759.00
2013-01-05	453		\$759.00
2013-01-17	1820		\$759.00
2013-01-19	2015		\$759.00
2013-01-19	2027		\$759.00
2013-01-24	4563		\$759.00
2013-02-01	3381		\$759.00
2013-02-03	3599		\$759.00
2013-02-04	3690		\$759.00
2013-02-05	3735		\$759.00
2013-02-08	4126		\$759.00
2013-02-10	4332		\$759.00
2013-02-13	4622		\$759.00
2013-02-13	4651		\$759.00
2013-02-17	5124		\$759.00
2013-03-19	8294		\$759.00
2013-05-08	13377		\$759.00
2012-11-25	33614		\$761.00
2011-07-29	20881		\$765.00
2013-01-11	1162		\$765.00
2013-01-29	3055		\$765.00
2013-02-24	5773		\$765.00
2013-03-09	7233		\$767.00
2012-09-25	27638		\$769.00
2012-10-01	28198		\$769.00
2012-10-05	28558		\$769.00
2012-10-29	30993		\$769.00
2012-11-24	33556		\$769.00
2012-11-25	33602		\$769.00
2012-12-07	34915		\$769.00
2012-12-24	36645		\$769.00
2012-12-28	37023		\$769.00
2012-12-28	37091		\$769.00
2013-01-02	168		\$769.00
2013-01-20	2131		\$769.00
2012-07-16	20205		\$771.00
2012-09-04	25489		\$771.00
2012-09-15	26541		\$771.00
2012-11-01	31301		\$771.00
2012-11-04	31532		\$771.00
2012-11-05	31730		\$771.00
2012-11-12	32459		\$771.00
2012-12-03	34560		\$771.00
2012-12-06	34827		\$771.00
2012-12-07	34847		\$771.00
2012-12-08	34997		\$771.00
2012-12-11	35266		\$771.00
2012-12-12	35397		\$771.00
2012-12-18	36072		\$771.00
2012-12-22	36405		\$771.00
2012-12-24	36572		\$771.00

**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2012-12-31	37364		\$771.00
2013-01-03	261		\$771.00
2013-01-05	438		\$771.00
2013-01-06	600		\$771.00
2013-01-08	811		\$771.00
2013-01-09	896		\$771.00
2013-01-11	1176		\$771.00
2013-01-15	1555		\$771.00
2013-01-17	1730		\$771.00
2013-01-20	2114		\$771.00
2013-01-27	2785		\$771.00
2013-01-27	2820		\$771.00
2013-01-28	2940		\$771.00
2013-01-31	3301		\$771.00
2013-02-03	3551		\$771.00
2013-02-03	3597		\$771.00
2013-02-07	4028		\$771.00
2013-02-13	4708		\$771.00
2013-02-14	4702		\$771.00
2013-02-18	5118		\$771.00
2013-02-20	5354		\$771.00
2013-03-23	8798		\$771.00
2013-03-26	9042		\$771.00
2013-05-06	13175		\$771.00
2013-02-24	5785		\$773.00
2013-01-03	239		\$777.00
2013-02-10	4334		\$778.45
2012-11-21	33259		\$781.00
2012-12-06	34821		\$781.00
2012-12-10	35212		\$781.00
2012-12-13	35469		\$781.00
2013-01-04	388		\$781.00
2013-02-02	3414		\$781.00
2013-02-24	5779		\$781.00
2013-02-25	5970		\$781.00
2012-07-16	20191		\$782.00
2012-08-23	24139		\$783.00
2012-09-01	25131		\$783.00
2012-09-04	25471		\$783.00
2012-10-02	28292		\$783.00
2012-10-22	30359		\$783.00
2012-11-10	32222		\$783.00
2012-11-14	32620		\$783.00
2012-11-24	33544		\$783.00
2012-11-28	33915		\$783.00
2012-12-01	34243		\$783.00
2012-12-01	34305		\$783.00
2012-12-03	34455		\$783.00
2012-12-04	34557		\$783.00
2012-12-04	34589		\$783.00
2012-12-04	34639		\$783.00
2012-12-18	36003		\$783.00
2012-12-19	36146		\$783.00
2012-12-20	36190		\$783.00
2012-12-21	36288		\$783.00
2012-12-21	36317		\$783.00
2012-12-21	36329		\$783.00
2012-12-23	36517		\$783.00
2012-12-24	36702		\$783.00
2012-12-28	37090		\$783.00
2012-12-30	37330		\$783.00
2012-12-31	37363		\$783.00
2012-12-31	37366		\$783.00
2012-12-31	37374		\$783.00
2012-12-31	37407		\$783.00
2013-01-02	184		\$783.00
2013-01-06	571		\$783.00
2013-01-08	817		\$783.00
2013-01-10	995		\$783.00
2013-01-11	1114		\$783.00



**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2013-01-12	1251		\$783.00
2013-01-13	1414		\$783.00
2013-01-15	1584		\$783.00
2013-01-19	1985		\$783.00
2013-01-21	2159		\$783.00
2013-01-25	2607		\$783.00
2013-01-26	2731		\$783.00
2013-02-02	3502		\$783.00
2013-02-04	3722		\$783.00
2013-02-05	3829		\$783.00
2013-02-11	4405		\$783.00
2013-02-18	5147		\$783.00
2013-02-20	5351		\$783.00
2013-02-21	5521		\$783.00
2012-12-23	36563		\$789.00
2013-01-21	2203		\$789.00
2012-10-09	28997		\$791.00
2012-12-06	34793		\$793.00
2012-12-20	36167		\$793.00
2012-12-24	36614		\$793.00
2013-01-16	1755		\$793.00
2012-12-20	36204		\$794.00
2012-07-19	20481		\$795.00
2012-09-16	26656		\$795.00
2012-10-25	30576		\$795.00
2012-10-26	30746		\$795.00
2012-11-22	33287		\$795.00
2012-11-25	33585		\$795.00
2012-11-26	33665		\$795.00
2012-11-27	33801		\$795.00
2012-12-01	34338		\$795.00
2012-12-05	34716		\$795.00
2012-12-07	34945		\$795.00
2012-12-07	34961		\$795.00
2012-12-17	35907		\$795.00
2012-12-20	36220		\$795.00
2012-12-25	36743		\$795.00
2013-01-01	76		\$795.00
2013-01-01	84		\$795.00
2013-01-02	187		\$795.00
2013-01-05	422		\$795.00
2013-01-09	802		\$795.00
2013-01-18	1878		\$795.00
2013-01-23	2482		\$795.00
2013-01-27	2801		\$795.00
2013-01-27	2913		\$795.00
2013-01-28	2933		\$795.00
2013-01-29	3066		\$795.00
2013-02-05	3844		\$795.00
2013-02-05	3846		\$795.00
2013-02-06	3899		\$795.00
2013-02-07	4046		\$795.00
2013-02-11	4420		\$795.00
2013-02-14	4836		\$795.00
2013-02-15	4866		\$795.00
2013-02-27	6151		\$795.00
2013-03-18	8142		\$795.00
2012-10-16	29638		\$797.00
2012-10-26	30692		\$797.00
2012-11-09	32086		\$797.00
2012-11-13	32494		\$797.00
2012-12-05	34733		\$797.00
2012-12-11	35337		\$797.00
2012-12-15	35656		\$797.00
2012-12-15	35669		\$797.00
2012-12-27	36952		\$797.00
2012-12-28	37085		\$797.00
2012-12-28	37116		\$797.00
2012-12-29	37115		\$797.00
2012-12-29	37190		\$797.00

**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2013-01-01	57		\$797.00
2013-01-22	2350		\$797.00
2013-01-24	2471		\$797.00
2013-01-26	2690		\$797.00
2013-01-29	3084		\$797.00
2013-01-30	3135		\$797.00
2013-02-02	3500		\$797.00
2013-02-08	4141		\$797.00
2013-02-18	5172		\$797.00
2013-02-18	5195		\$797.00
2013-02-19	5256		\$797.00
2013-02-22	5557		\$797.00
2013-03-09	7169		\$797.00
2013-01-06	485		\$801.00
2012-12-05	34636		\$805.00
2013-03-01	6389		\$805.00
2013-03-09	7167		\$805.00
2013-03-21	8375		\$805.00
2012-09-10	26057		\$807.00
2012-10-23	30473		\$807.00
2012-10-24	30561		\$807.00
2012-10-27	30798		\$807.00
2012-10-28	30929		\$807.00
2012-11-08	32050		\$807.00
2012-11-19	33069		\$807.00
2012-11-27	33865		\$807.00
2012-12-06	34796		\$807.00
2012-12-19	36081		\$807.00
2012-12-22	36437		\$807.00
2012-12-22	36460		\$807.00
2012-12-24	36671		\$807.00
2012-12-27	36925		\$807.00
2012-12-28	37111		\$807.00
2012-12-30	37324		\$807.00
2013-01-01	85		\$807.00
2013-01-04	416		\$807.00
2013-01-10	1064		\$807.00
2013-01-12	1320		\$807.00
2013-01-15	1615		\$807.00
2013-01-24	2501		\$807.00
2013-01-24	2547		\$807.00
2013-01-27	2885		\$807.00
2013-01-30	3156		\$807.00
2013-01-31	3302		\$807.00
2013-02-06	3878		\$807.00
2013-02-17	5087		\$807.00
2013-02-20	5367		\$807.00
2013-02-22	5588		\$807.00
2013-02-23	5738		\$807.00
2013-02-23	5747		\$807.00
2013-02-26	9549		\$807.00
2013-02-26	9550		\$807.00
2013-03-17	8077		\$807.00
2013-03-30	9394		\$807.00
2012-11-17	32860		\$807.32
2013-02-19	5205		\$807.50
2012-10-15	29547		\$809.00
2012-11-11	32331		\$809.00
2012-11-15	32722		\$809.00
2012-11-19	33066		\$809.00
2012-11-26	33675		\$809.00
2012-11-26	33767		\$809.00
2012-12-01	34207		\$809.00
2012-12-02	34379		\$809.00
2012-12-07	34877		\$809.00
2012-12-07	34948		\$809.00
2012-12-11	35350		\$809.00
2012-12-12	35379		\$809.00
2012-12-17	35874		\$809.00
2012-12-19	36136		\$809.00

**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2012-12-20	36284		\$809.00
2012-12-23	36508		\$809.00
2012-12-27	36934		\$809.00
2012-12-27	36948		\$809.00
2012-12-31	37379		\$809.00
2013-01-02	113		\$809.00
2013-01-03	246		\$809.00
2013-01-07	684		\$809.00
2013-01-10	986		\$809.00
2013-01-16	1673		\$809.00
2013-01-17	1737		\$809.00
2013-01-25	2561		\$809.00
2013-01-25	2692		\$809.00
2013-01-27	2793		\$809.00
2013-02-04	3615		\$809.00
2013-02-04	3623		\$809.00
2013-02-08	4161		\$809.00
2013-02-24	5841		\$809.00
2013-02-27	6156		\$809.00
2012-12-06	34720		\$810.00
2012-09-22	27240		\$813.00
2013-02-21	5471		\$813.00
2013-02-20	5352		\$814.24
2012-12-11	35298		\$817.00
2013-01-31	3298		\$817.00
2012-07-16	20241		\$819.00
2012-10-11	29143		\$819.00
2012-10-25	30577		\$819.00
2012-10-31	31163		\$819.00
2012-11-12	32323		\$819.00
2012-11-12	32368		\$819.00
2012-11-20	33171		\$819.00
2012-11-23	33442		\$819.00
2012-12-07	34884		\$819.00
2012-12-14	35604		\$819.00
2012-12-15	35747		\$819.00
2012-12-18	36035		\$819.00
2012-12-20	36275		\$819.00
2012-12-21	36280		\$819.00
2012-12-23	36549		\$819.00
2012-12-30	37260		\$819.00
2013-01-10	998		\$819.00
2013-01-10	1032		\$819.00
2013-01-12	1213		\$819.00
2013-01-13	1333		\$819.00
2013-01-24	2568		\$819.00
2013-01-24	2573		\$819.00
2013-01-24	2596		\$819.00
2013-01-27	2905		\$819.00
2013-01-30	3216		\$819.00
2013-02-06	3898		\$819.00
2013-02-06	3937		\$819.00
2013-02-19	5346		\$819.00
2013-02-21	5504		\$819.00
2013-03-01	6419		\$819.00
2013-03-25	8942		\$819.00
2012-06-27	18200		\$821.00
2012-10-09	28979		\$821.00
2012-10-11	29151		\$821.00
2012-10-20	30042		\$821.00
2012-10-25	30627		\$821.00
2012-10-28	30861		\$821.00
2012-11-03	31479		\$821.00
2012-11-06	31809		\$821.00
2012-11-11	32348		\$821.00
2012-11-16	32802		\$821.00
2012-11-17	32919		\$821.00
2012-12-01	34258		\$821.00
2012-12-06	34806		\$821.00
2012-12-07	34859		\$821.00

**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2012-12-09	35140		\$821.00
2012-12-11	35306		\$821.00
2012-12-13	35476		\$821.00
2012-12-14	35635		\$821.00
2012-12-16	35749		\$821.00
2012-12-19	36052		\$821.00
2012-12-22	36425		\$821.00
2012-12-22	36435		\$821.00
2012-12-24	36631		\$821.00
2012-12-28	37055		\$821.00
2012-12-31	37321		\$821.00
2013-01-11	1067		\$821.00
2013-01-13	1389		\$821.00
2013-01-17	1781		\$821.00
2013-01-17	1828		\$821.00
2013-01-28	3020		\$821.00
2013-01-29	3052		\$821.00
2013-02-03	3555		\$821.00
2013-02-03	3627		\$821.00
2013-02-09	4256		\$821.00
2013-02-11	4505		\$821.00
2013-02-12	4618		\$821.00
2013-02-12	4626		\$821.00
2013-02-21	5580		\$821.00
2013-02-23	5684		\$821.00
2012-07-22	20822		\$825.00
2012-09-07	25759		\$829.00
2012-12-19	36165		\$829.00
2012-12-24	36642		\$829.00
2013-01-16	1667		\$829.00
2012-07-04	18947		\$831.00
2012-09-05	25491		\$831.00
2012-10-18	29887		\$831.00
2012-11-26	33742		\$831.00
2012-11-29	34033		\$831.00
2012-12-02	34394		\$831.00
2012-12-13	35481		\$831.00
2012-12-17	35899		\$831.00
2012-12-21	36326		\$831.00
2012-12-28	37078		\$831.00
2012-12-30	37329		\$831.00
2013-01-10	981		\$831.00
2013-01-14	1485		\$831.00
2013-01-14	1505		\$831.00
2013-01-20	2086		\$831.00
2013-01-20	2093		\$831.00
2013-01-22	2338		\$831.00
2013-01-23	2412		\$831.00
2013-01-23	2443		\$831.00
2013-01-25	2664		\$831.00
2013-02-01	3352		\$831.00
2013-02-01	3406		\$831.00
2013-02-02	3499		\$831.00
2013-02-04	3790		\$831.00
2013-02-08	4167		\$831.00
2013-02-12	4499		\$831.00
2013-02-20	5447		\$831.00
2013-02-21	5507		\$831.00
2013-02-26	6004		\$831.00
2013-03-13	7558		\$831.00
2013-03-24	8745		\$831.00
2013-05-22	14934		\$831.00
2012-09-08	25887		\$833.00
2012-09-10	26037		\$833.00
2012-09-19	27020		\$833.00
2012-10-11	29252		\$833.00
2012-11-25	33605		\$833.00
2012-11-26	33676		\$833.00
2012-11-28	33948		\$833.00
2012-11-29	34045		\$833.00

**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2012-11-30	34097		\$833.00
2012-12-03	34512		\$833.00
2012-12-03	34543		\$833.00
2012-12-04	34573		\$833.00
2012-12-04	34611		\$833.00
2012-12-07	34880		\$833.00
2012-12-08	35049		\$833.00
2012-12-13	35522		\$833.00
2012-12-14	35544		\$833.00
2012-12-16	35774		\$833.00
2012-12-19	36091		\$833.00
2012-12-19	36163		\$833.00
2012-12-21	36282		\$833.00
2012-12-24	36694		\$833.00
2012-12-26	36857		\$833.00
2013-01-03	294		\$833.00
2013-01-05	507		\$833.00
2013-01-09	1026		\$833.00
2013-01-10	910		\$833.00
2013-01-11	1068		\$833.00
2013-01-15	1607		\$833.00
2013-01-15	1616		\$833.00
2013-01-15	1654		\$833.00
2013-01-17	1871		\$833.00
2013-01-20	2058		\$833.00
2013-01-24	2513		\$833.00
2013-01-27	2831		\$833.00
2013-01-27	2832		\$833.00
2013-01-28	2967		\$833.00
2013-01-29	3086		\$833.00
2013-02-07	4053		\$833.00
2013-02-12	4540		\$833.00
2013-02-13	4603		\$833.00
2013-02-16	5027		\$833.00
2013-02-22	5651		\$833.00
2013-02-24	5892		\$833.00
2013-02-25	5949		\$833.00
2013-03-09	7148		\$833.00
2013-04-06	10163		\$833.00
2012-11-26	33748		\$837.00
2012-09-08	25871		\$841.00
2013-01-14	1567		\$841.00
2013-02-02	3463		\$841.00
2012-03-24	8419		\$843.00
2012-11-25	33548		\$843.00
2012-12-02	34359		\$843.00
2012-12-19	36164		\$843.00
2012-12-24	36578		\$843.00
2013-01-01	23		\$843.00
2013-01-04	344		\$843.00
2013-01-08	746		\$843.00
2013-01-15	1610		\$843.00
2013-02-02	3516		\$843.00
2013-02-08	4123		\$843.00
2013-02-12	4628		\$843.00
2013-02-13	4709		\$843.00
2013-02-15	4856		\$843.00
2013-02-19	5290		\$843.00
2013-02-21	5514		\$843.00
2013-02-24	5836		\$843.00
2013-02-25	5960		\$843.00
2013-02-26	6060		\$843.00
2012-10-26	30752		\$845.00
2012-11-17	32868		\$845.00
2012-11-21	33198		\$845.00
2012-11-26	33734		\$845.00
2012-11-30	34134		\$845.00
2012-12-04	34597		\$845.00
2012-12-08	34981		\$845.00
2012-12-09	35127		\$845.00

**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2012-12-09	35153		\$845.00
2012-12-16	35742		\$845.00
2012-12-16	35810		\$845.00
2012-12-25	36721		\$845.00
2012-12-31	37395		\$845.00
2013-01-10	939		\$845.00
2013-01-10	977		\$845.00
2013-01-10	1046		\$845.00
2013-01-12	1197		\$845.00
2013-01-14	1426		\$845.00
2013-01-14	1506		\$845.00
2013-01-15	1634		\$845.00
2013-01-18	1915		\$845.00
2013-01-21	2287		\$845.00
2013-01-23	2386		\$845.00
2013-01-25	2581		\$845.00
2013-01-25	2646		\$845.00
2013-01-28	3019		\$845.00
2013-01-29	3150		\$845.00
2013-02-03	3584		\$845.00
2013-02-04	3659		\$845.00
2013-02-07	4000		\$845.00
2013-02-08	4071		\$845.00
2013-02-08	4181		\$845.00
2013-02-09	4200		\$845.00
2013-02-23	5772		\$845.00
2013-02-27	6131		\$845.00
2013-03-26	9017		\$845.00
2013-03-29	9267		\$845.00
2013-01-27	2904		\$849.00
2012-10-31	31167		\$853.00
2012-11-22	33303		\$853.00
2012-09-21	27215		\$854.00
2012-09-13	26433		\$855.00
2012-10-03	28433		\$855.00
2012-11-23	36179		\$855.00
2012-12-01	34260		\$855.00
2012-12-11	35342		\$855.00
2012-12-24	36607		\$855.00
2012-12-30	37211		\$855.00
2012-12-30	37286		\$855.00
2013-02-14	4743		\$855.00
2013-02-27	6201		\$855.00
2013-04-01	9536		\$855.00
2012-08-20	23865		\$857.00
2012-10-10	29167		\$857.00
2012-11-05	31672		\$857.00
2012-11-15	32739		\$857.00
2012-11-19	32995		\$857.00
2012-11-23	33423		\$857.00
2012-11-23	33479		\$857.00
2012-11-25	33637		\$857.00
2012-12-05	34691		\$857.00
2012-12-07	34982		\$857.00
2012-12-07	34983		\$857.00
2012-12-12	35407		\$857.00
2012-12-12	35436		\$857.00
2012-12-14	35554		\$857.00
2012-12-16	35805		\$857.00
2012-12-17	35894		\$857.00
2012-12-25	36697		\$857.00
2012-12-26	36898		\$857.00
2012-12-30	37268		\$857.00
2013-01-04	354		\$857.00
2013-01-09	841		\$857.00
2013-01-09	942		\$857.00
2013-01-17	1826		\$857.00
2013-01-23	2458		\$857.00
2013-01-24	2486		\$857.00
2013-01-27	2892		\$857.00

**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2013-02-08	4090		\$857.00
2013-02-09	4199		\$857.00
2013-02-11	4520		\$857.00
2013-02-14	4827		\$857.00
2013-02-15	4948		\$857.00
2013-02-17	5045		\$857.00
2013-02-18	5150		\$857.00
2013-02-20	5320		\$857.00
2013-02-24	5807		\$857.00
2013-03-12	7552		\$857.00
2013-03-19	8175		\$857.00
2013-01-21	2158		\$865.00
2013-02-10	4262		\$865.00
2012-09-08	25800		\$867.00
2012-09-28	27918		\$867.00
2012-11-29	34067		\$867.00
2012-12-07	34888		\$867.00
2012-12-16	35746		\$867.00
2012-12-21	36285		\$867.00
2013-01-01	19		\$867.00
2013-01-07	652		\$867.00
2013-01-09	844		\$867.00
2013-01-25	2680		\$867.00
2013-01-29	3073		\$867.00
2013-02-08	4114		\$867.00
2013-02-21	5509		\$867.00
2013-02-24	5824		\$867.00
2012-07-16	20218		\$869.00
2012-08-20	24085		\$869.00
2012-09-21	27326		\$869.00
2012-09-28	27896		\$869.00
2012-12-01	34248		\$869.00
2012-12-03	34457		\$869.00
2012-12-06	34855		\$869.00
2012-12-08	34967		\$869.00
2012-12-19	36089		\$869.00
2012-12-20	36174		\$869.00
2012-12-25	36797		\$869.00
2012-12-27	36986		\$869.00
2012-12-28	37065		\$869.00
2012-12-31	37313		\$869.00
2013-01-04	308		\$869.00
2013-01-08	711		\$869.00
2013-01-13	1288		\$869.00
2013-01-15	1608		\$869.00
2013-01-24	2537		\$869.00
2013-01-24	2548		\$869.00
2013-01-26	2764		\$869.00
2013-01-30	3148		\$869.00
2013-02-02	3527		\$869.00
2013-02-03	3574		\$869.00
2013-02-04	3775		\$869.00
2013-02-06	3908		\$869.00
2013-02-06	3927		\$869.00
2013-02-07	3984		\$869.00
2013-02-17	5031		\$869.00
2013-02-19	5336		\$869.00
2013-02-23	5697		\$869.00
2013-02-26	6040		\$869.00
2013-01-29	3102		\$875.00
2013-01-11	1178		\$877.00
2013-01-25	2698		\$877.00
2012-09-04	25460		\$879.00
2012-12-06	34814		\$879.00
2012-12-13	35505		\$879.00
2012-12-23	36534		\$879.00
2013-01-09	1027		\$879.00
2013-01-14	1434		\$879.00
2012-09-21	27192		\$881.00
2012-11-25	33619		\$881.00

**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2012-12-12	35398		\$881.00
2012-12-14	35585		\$881.00
2012-12-25	36776		\$881.00
2013-01-14	1400		\$881.00
2013-01-20	2116		\$881.00
2013-01-23	2464		\$881.00
2013-01-24	2540		\$881.00
2013-01-28	2945		\$881.00
2013-01-28	3005		\$881.00
2013-02-02	3528		\$881.00
2013-02-12	4592		\$881.00
2013-02-14	4776		\$881.00
2013-02-15	4889		\$881.00
2013-02-26	6034		\$881.00
2013-03-23	8634		\$881.00
2013-02-26	6096		\$884.00
2012-12-04	34607		\$886.00
2013-02-22	5669		\$889.00
2012-10-30	31081		\$891.00
2013-01-10	1044		\$891.00
2013-01-20	2149		\$891.00
2012-10-28	30860		\$893.00
2012-10-30	31103		\$893.00
2012-11-03	31487		\$893.00
2012-11-22	33380		\$893.00
2012-12-06	34757		\$893.00
2012-12-13	35492		\$893.00
2012-12-16	35734		\$893.00
2012-12-16	35858		\$893.00
2012-12-25	36693		\$893.00
2012-12-25	36783		\$893.00
2013-01-08	716		\$893.00
2013-01-14	1427		\$893.00
2013-02-04	3672		\$893.00
2013-02-07	3963		\$893.00
2013-02-10	4289		\$893.00
2013-02-14	4793		\$893.00
2013-02-14	4802		\$893.00
2013-02-15	4910		\$893.00
2013-02-19	5327		\$893.00
2013-04-15	11187		\$893.00
2012-11-28	33963		\$901.00
2013-03-26	8962		\$901.00
2012-07-16	20206		\$903.00
2012-09-19	27008		\$903.00
2012-12-04	34575		\$903.00
2012-12-11	35251		\$903.00
2013-01-23	2433		\$903.00
2013-01-27	2924		\$903.00
2013-01-28	3044		\$903.00
2013-02-23	5757		\$903.00
2013-03-17	7986		\$903.00
2012-06-18	17258		\$905.00
2012-08-25	24409		\$905.00
2012-11-25	33664		\$905.00
2012-11-28	33920		\$905.00
2012-12-02	34365		\$905.00
2012-12-15	35689		\$905.00
2012-12-16	35783		\$905.00
2012-12-23	36496		\$905.00
2012-12-26	36846		\$905.00
2012-12-26	36859		\$905.00
2013-01-10	1000		\$905.00
2013-01-12	1321		\$905.00
2013-01-17	1783		\$905.00
2013-01-21	2259		\$905.00
2013-03-07	7021		\$905.00
2012-11-30	34135		\$910.00
2012-11-29	34001		\$911.00
2013-01-24	2593		\$912.00



**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2012-12-31	37347		\$913.00
2012-11-26	33758		\$915.00
2012-12-25	36731		\$915.00
2013-01-17	1840		\$915.00
2013-02-26	5988		\$915.00
2012-09-08	25772		\$917.00
2012-09-24	27530		\$917.00
2012-11-25	33570		\$917.00
2012-11-28	33973		\$917.00
2012-12-16	35806		\$917.00
2012-12-29	37137		\$917.00
2013-01-17	1770		\$917.00
2013-01-20	2138		\$917.00
2013-02-06	3909		\$917.00
2013-02-08	4164		\$917.00
2013-02-13	4650		\$917.00
2013-02-14	4758		\$917.00
2013-03-11	7376		\$917.00
2013-05-15	14112		\$917.00
2013-02-17	5025		\$922.00
2013-02-15	4871		\$927.00
2012-10-10	29041		\$929.00
2012-11-24	33558		\$929.00
2012-11-30	34196		\$929.00
2012-12-16	35818		\$929.00
2013-01-02	133		\$929.00
2013-01-11	1080		\$929.00
2013-01-16	1715		\$929.00
2013-01-28	3024		\$929.00
2013-02-05	3747		\$929.00
2013-02-06	3972		\$929.00
2013-02-17	5086		\$929.00
2013-02-20	5416		\$929.00
2013-02-21	5491		\$929.00
2012-03-27	8653		\$934.00
2012-12-16	35751		\$934.00
2012-12-11	35288		\$937.00
2013-01-24	2538		\$937.00
2013-01-13	1359		\$939.00
2013-02-24	5776		\$939.00
2012-07-16	20194		\$941.00
2012-09-06	25659		\$941.00
2012-10-06	28684		\$941.00
2012-12-09	35141		\$941.00
2012-12-20	36291		\$941.00
2013-01-08	806		\$941.00
2013-01-10	1063		\$941.00
2013-01-14	1502		\$941.00
2013-02-03	3651		\$941.00
2013-02-05	3842		\$941.00
2013-03-29	9249		\$941.00
2013-06-08	16646		\$941.00
2012-12-18	36011		\$946.00
2013-02-23	5800		\$949.00
2013-02-06	7044		\$951.00
2013-02-08	4102		\$951.00
2012-08-02	21917		\$953.00
2012-09-10	26042		\$953.00
2012-10-13	29454		\$953.00
2012-12-13	35506		\$953.00
2012-12-22	36436		\$953.00
2013-01-12	1284		\$953.00
2013-01-14	1545		\$953.00
2013-01-21	2256		\$953.00
2013-02-04	3707		\$953.00
2013-02-19	5251		\$953.00
2013-01-23	2414		\$963.00
2012-08-04	22222		\$965.00
2012-11-13	32481		\$965.00
2012-12-25	36791		\$965.00

**ATTACHMENT A - Q4 FY12/13 BDWO**

<b>Trip Date</b>	<b>Run #</b>	<b>Customer</b>	<b>Due</b>
2013-01-11	1181		\$965.00
2013-01-13	1362		\$965.00
2013-01-30	3183		\$965.00
2013-02-21	5525		\$965.00
2012-12-25	36686		\$970.00
2012-12-04	34581		\$973.00
2013-01-27	2881		\$975.00
2012-11-02	31450		\$977.00
2012-12-07	34939		\$977.00
2012-12-16	35798		\$977.00
2013-01-05	512		\$977.00
2013-01-15	1573		\$977.00
2013-01-16	1656		\$977.00
2013-01-03	234		\$985.00
2012-12-07	34940		\$989.00
2013-01-09	882		\$989.00
2013-01-16	1677		\$989.00
2013-02-20	5455		\$989.00
2013-02-23	5748		\$989.00
2013-02-23	5765		\$989.00
2013-02-16	5009		\$994.00
2013-01-27	2808		\$997.00
2013-02-19	5211		\$997.00
2013-01-21	2174		\$999.00
2013-01-30	3230		\$999.00
2013-02-20	5456		\$1,001.00
2013-01-07	679		\$1,011.00
2012-12-13	35466		\$1,013.00
2013-02-02	3488		\$1,013.00
2012-12-07	34860		\$1,021.00
2012-12-20	36192		\$1,021.00
2012-12-16	35754		\$1,025.00
2013-01-29	3075		\$1,025.00
2013-02-15	4924		\$1,033.00
2013-02-01	3350		\$1,035.00
2013-01-05	461		\$1,037.00
2013-01-15	1592		\$1,037.00
2013-02-03	3546		\$1,037.00
2013-02-10	4364		\$1,037.00
2012-11-20	33186		\$1,049.00
2013-01-03	236		\$1,049.00
2013-01-05	458		\$1,049.00
2013-01-18	1967		\$1,049.00
2013-01-27	2784		\$1,061.00
2013-03-25	8871		\$1,069.00
2012-12-24	36620		\$1,085.00
2013-02-02	3467		\$1,095.00
2012-12-30	37197		\$1,109.00
2013-01-11	1118		\$1,119.00
2013-01-12	1180		\$1,129.00
2013-01-11	1049		\$1,130.07
2013-01-29	3074		\$1,143.00
2013-02-14	4821		\$1,179.00
2012-08-30	24883		\$1,197.00
2012-12-01	34306		\$1,205.00
2012-12-21	36354		\$1,255.00
2013-02-18	5189		\$1,268.65
2013-02-03	3595		\$1,299.00
2013-01-01	87		\$1,368.00
2012-10-11	29155		\$1,392.00
2013-02-19	5220		\$1,397.00
2012-06-16	20867		\$1,400.00
2013-01-13	1388		\$1,538.00
2012-12-02	34336		\$1,853.00
2013-01-27	2838		\$1,853.00
# Transports = 2655		Total Requested Write-Off =	<b>\$1,317,044.94</b>



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5230

County Administrator's Report 12. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/05/2013

Issue: Extension of Contract for Provision of Ambulance Services in NW Florida, PD 09-10.011

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning Provision of Ambulance Services for a Portion of Northwest Escambia County, Florida - Michael D. Weaver, Public Safety Department Director

That the Board extend the Contract for Provision of Ambulance Services for a Portion of Northwest Escambia County, Florida, PD 09-10.011, for a 12-month period, effective January 21, 2014, to Atmore Ambulance, Inc., under the current terms and conditions.

[Funding: Fund 408, Emergency Medical Service Fund, Cost Center 330302, EMS Operations, Object Code 53401]

#### **BACKGROUND:**

In its meeting held January 21, 2010, the Board awarded Contract PD 09-10.011, "Ambulance Services for a Portion of Northwest Escambia County, Florida," to Atmore Ambulance, Inc., effective January 21, 2010, for a period of three years, with an option to extend the Contract for two additional one-year periods. The Contract's first one-year extension is due to expire midnight, January 20, 2014. The recommendation is the result of a mutual agreement between the parties to exercise the option to extend the ambulance services agreement for the second of the 12-month periods, under the current terms and conditions of the Contract.

#### **BUDGETARY IMPACT:**

Funds for these services have been budgeted in the Fund/Cost Center referenced above for FY 2013/14.

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

N/A

#### **PERSONNEL:**

N/A

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

This recommendation is consistent with the Board's policy and procedures for this Contract.

**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

Atmore Letter of Agreement for Extension

BCC 1/21/10 Resume re: PD 09-10.011

---

## Atmore Ambulance, INC

"Serving Our Community with the Highest Quality of Care"

Emergency Line: 251-368-3003

212 North Main Street  
Atmore, AL 36502

Office: 251-368-1184

Fax: 251-368-2517

October 21, 2013

Mr. Michael Weaver  
Escambia County Public Safety Department  
6575 North "W" Street  
Pensacola, FL 32505-1714

Dear Mr. Weaver:

This letter is in response to the once received from your titled "Contract for Provision of Emergency Medical Services".

First let me say thank you for the continued opportunity to continue to serve our Community within Escambia County Florida. Atmore Ambulance, Inc agrees to continue the existing contract with an additional extension with the current contractual provisions. It is truly our honor and privilege to serve our communities with Emergency Medical Services and look forward to many additional years of service to come.

As always thank you for your time and support. We appreciate the team work between our companies that allows us to provide Emergency Services to our Community.

Sincerely,



Karen Jay  
President  
Atmore Ambulance, Inc  
212 N Main Street  
Atmore, AL 36502

Office Line - 251-368-1184  
Emergency Line - 251-368-3003  
Fax Line - 251-368-2517

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-28. Approval of Various Consent Agenda Items – Continued

6. Continued...

B. Declaring surplus the Board's real property, Account Number 13-2275-000, Reference Number 00-0S-00-9010-020-139, acquired by Chancery Order;

C. Authorizing the sale of the property to the auction bidder with the highest offer received above the minimum bid of \$95, without further action of the Board; and

D. Authorizing the Chairman to sign all documents related to the sale.

7. Taking the following action concerning PD 09-10.011, Ambulance Services for a Portion of Northwest Escambia County, Florida (Funding: Fund 408, Emergency Medical Services, Cost Center 330304, Object Code 53401):

A. Awarding a Contract for Ambulance Services for a Portion of Northwest Escambia County, Florida, PD 09-10.011, to Atmore Ambulance, Inc., in the amount of \$85,000 per year, for a period of 36 months, renewable for two additional 12-month periods, for a total of 60 months; and

B. Authorizing the issuance of a Purchase Order, in the amount of \$85,000, for Fiscal Year 2009-2010 to Atmore Ambulance, Inc.

8. Taking the following action concerning PD 08-09.105, Jack's Branch Drainage Basin Study (Funding: Fund 351, Local Option Sales Tax II, Object Code 56301, Project Code 08EN0868, Cost Center 210105):

This action was amended. See Page 38 of the April 8, 2010, Minutes.

A. Approving the following Selection/Negotiation Committee Ranking for PD 08-09.105, Jack's Branch Drainage Basin Study:

- (1) Baskerville-Donovan, Inc.
- (2) Jones Edmunds & Associates, Inc.
- (3) Hatch Mott MacDonald, Inc.

(Continued on Page 19)



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5333

County Administrator's Report 12. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/05/2013

Issue: Enterprise Agreement with Microsoft Corporation

From: David Musselwhite, Department Director

Organization: Information Technology

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the Enterprise Agreement with Microsoft Corporation - David Musselwhite, Information Technology Department Director

That the Board take the following action concerning an Enterprise Agreement with Microsoft Corporation:

A. Approve the Microsoft Volume Licensing Agreement for three years, with yearly payments of \$168,370.85, for a total value of \$505,112.55, over the three years;

B. Authorize the County to piggyback off of the Florida State Contract 252-001-09-1 and award a Purchase Order, in the amount of \$168,370.85, to SHI International Corp, as the authorized reseller for Microsoft Corporation; and

C. Authorize the Chairman to execute all documents related to the acceptance of the three-year Enterprise Agreement with Microsoft Corporation, without further action of the Board.

[Funding: Fund 001, General Fund, Cost Center 270111, Information Technology Infrastructure - \$168,370.85]

#### **BACKGROUND:**

The Information Technology Department utilizes various computer applications and systems provided by the Microsoft Corporation to support our daily operations. These systems include Microsoft Exchange for e-mail, calendar, contact management, Microsoft Sharepoint for document management and collaboration, SQL Server for enterprise database management and support of numerous business systems including but not limited to Lucy Work-Order system, Kronos Time Keeping and HR and SmartJail. Additionally, these systems support the operations of the Tax Collector, Supervisor of Elections and the Clerk of the Circuit Court and Comptroller.

#### **BUDGETARY IMPACT:**

Funds are available in the General Fund 001, Cost Center 270111 Information Technology Infrastructure for the current year and will need to be appropriated in each of the next two fiscal years.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney has approved the Enterprise Agreement for form and legal sufficiency.

**PERSONNEL:**

No additional personnel are anticipated for the implementation of this Enterprise Agreement.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provision of the Code of Ordinance of Escambia County, Florida, 1999 Chapter 46, Article II, Division 3, Sections 87-90, Purchases and Contracts and F. S. 255-20.

**IMPLEMENTATION/COORDINATION:**

The Information Technology Department will coordinate efforts on behalf of the County.

---

---

**Attachments**

Microsoft EA Agreement

---

---





## Document Revision Authorization

By signing below, you agree to allow the SHI Microsoft Contracts Audit Team to make necessary cosmetic changes and minor revisions to your Microsoft Documentation Package including, but not limited to, the following:

- Correcting typographical errors
- Adding/correcting previous enrollment / agreement numbers and or expiration dates
- Adding/correcting amendment ID numbers
- Adding PO #'s (supplied by you) to a CPS (Customer Price Sheet)

(Your Microsoft Document Package may include some of the following documents: Enrollment Paperwork, Previous Enrollment Forms, Amendments, CPS, etc.)

Additionally, you acknowledge that:

- You will be notified of any and all change(s) the SHI Microsoft Contracts team makes while submitting your Enrollment to Microsoft.
- Changes made by the SHI Microsoft Contracts team will **NOT** alter any terms and/or conditions of your agreement **nor** will these changes alter the pricing for your Enrollment.

<b>Customer Name</b>
Board of County Commissioners, Escambia County, Florida
<b>Customer Representative Signature</b>
<b>Customer Printed Name and Title</b>
Lumon J. May, Chairman, Escambia County Bcc
<b>Date</b>

ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

BY: \_\_\_\_\_  
DEPUTY CLERK

This document approved as to form  
and legal sufficiency

By [Signature]

Title Innovative Solutions, World Class Support

Date 11/13/13

SOFTWARE

HARDWARE

INTEGRATION



## Forthcoming Purchase Order Authorization

By signing below, you agree that your organization: Board of County Commissioners, Escambia County, Florida, recognizes and accepts all terms and responsibility to pay each annual installment of \$168,370.85 per year to SHI within the "net 30 days" terms as arranged and established between Board of County Commissioners, Escambia County, Florida & SHI International Corp (with a total 3 year commitment of: \$505,112.55).

Furthermore Board of County Commissioners, Escambia County, Florida will submit a PO to be followed by a check for payment within the stipulated 30 days of receiving an invoice from SHI International Corp. for payment.

We hereby validate that the Ship to address 221 Palafox Place, Suite 210 Pensacola FL 32502 and our Bill to address is: 221 Palafox Place, Suite 210 Pensacola FL 32502

<b>Customer Name</b>
Board of County Commissioners, Escambia County, Florida
<b>Customer Representative Signature</b>
<b>Customer Printed Name and Title</b>
Lumon J. May, Chairman, Board of County Commissioners, Escambia County, Florida
<b>Date</b>

This document approved as to form and legal sufficiency

By

Title

Date

[Signature]  
Chairman  
11/13/13

ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

BY:

DEPUTY CLERK





## Program Signature Form

MBA/MBSA number

U0275474

Proposal ID

Agreement number

01E73214

**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-02113 (K451)
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

## Customer

**Name of Entity (must be legal entity name)\*** Board of County Commissioners, Escambia County, Florida

**Signature\*** \_\_\_\_\_

**Printed First and Last Name\*** Lumon J. May

**Printed Title\*** Chairman, Board of County Commissioners, Escambia County, Florida

**Signature Date\***

**Tax ID**

\* indicates required field

This document approved as to form and legal sufficiency

By

Title

Date

Page 1 of 3

ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

BY: \_\_\_\_\_  
DEPUTY CLERK

<b>Microsoft Affiliate</b>
<b>Microsoft Licensing, GP</b>
<b>Signature</b> _____ <b>Printed First and Last Name</b> <b>Printed Title</b> <b>Signature Date</b> (date Microsoft Affiliate countersigns)
<b>Effective Date</b> (may be different than Microsoft's signature date)

**Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)**

<b>Customer</b>
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> <b>Printed Title*</b> <b>Signature Date*</b>

*\* indicates required field*

<b>Outsourcer</b>
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> <b>Printed Title*</b> <b>Signature Date*</b>

*\* indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Licensing, GP**  
 Dept. 551, Volume Licensing  
 6100 Neil Road, Suite 210  
 Reno, Nevada 89511-1137  
 USA

**Prepared By: Name of Preparer**  
**Email of Preparer**

## Enterprise Enrollment – Custom

## State and Local

Enterprise Enrollment number (Microsoft to complete)		Proposal ID	K451
Previous Enrollment number (Reseller to complete)		Earliest expiring previous Enrollment end date <sup>1</sup>	

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrollment Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this agreement control.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. If renewing Software Assurance, the Reseller will need to insert the previous enrollment or agreement number and end date in the respective boxes above.

**Term.** This Enrollment will expire on the last day of the month, 36 full calendar months from the effective date unless otherwise renewed. Any reference in this Enrollment to "day" will be a calendar day.

**Product order.** The Reseller will provide Enrolled Affiliate with Enrolled Affiliate's Product pricing and order. Prices and billing terms for all Products ordered will be determined by agreement between Enrolled Affiliate and the Reseller. The Reseller will provide Microsoft with the order separately from this Enrollment.

**Prior Enrollment(s).** If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number and end date must be identified in the respective boxes above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

## ***Terms and Conditions***

### ***1. Definitions.***

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product List and chosen by Enrolled Affiliate under this Enrollment.

# **Microsoft** | Volume Licensing

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products may only be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Qualified Device" means any personal desktop computer, portable computer, workstation, or similar device that is used by or for the benefit of Enrolled Affiliate's Enterprise. It does not include: (1) any computer that is designated as a server and not used as a personal computer, (2) any Industry Device, (3) any device running an embedded operating system (e.g., Windows Phone 7) that does not access a virtual desktop infrastructure, or (4) any device that is not managed and/or controlled either directly or indirectly by Enrolled Affiliate's Enterprise. Enrolled Affiliate may include as a Qualified Device any device which would be excluded above (e.g., Industry Device).

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product List.

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product List, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"Transition" means the conversion of one or more License to or from another License(s). Products eligible for Transition and permitted Transitions are identified in the Product List.

"Transition Period" means the time between the Transition and the next Enrollment anniversary date for which the Transition is reported.

## **2. Purpose.**

This Enrollment enables Enrolled Affiliate's Enterprise to obtain, or subscribe to, Licenses for Enterprise Products, Enterprise Online Services, and Additional Products. Enrolled Affiliate may choose between on-premise software and Online Services as well as the ability to transition Licenses to Online Services while maintaining Enterprise-wide coverage. Additionally, Enterprise Online Services may be purchased without Enterprise-wide coverage.

## **3. Product Use Rights, Qualifying Systems Licenses and Transitions.**

In addition to applicable terms of the Enterprise Agreement, the following terms apply to this Enrollment:

## Microsoft | Volume Licensing

- a. **Product Use Rights.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to the Enrolled Affiliate's use of that Product during the term.
- b. **Qualifying systems Licenses.** The operating system Licenses granted under this program is upgrade Licenses only. Full operating system Licenses are not available under this program. If Enrolled Affiliate selects any Desktop Platform, Windows Desktop Operating System Upgrade, or Windows Intune, all Qualified Devices on which Enrolled Affiliate expects to run the Windows Desktop Operating System Upgrade must be licensed to run, and have installed on them, one of the qualifying operating systems identified in the Product List. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of the order. That list is more extensive at the time of the initial order than it is for some subsequent orders and system refreshes during the term of this Enrollment. Exclusions are subject to change when new versions of Windows are released.

For example: The following are not considered qualifying operating systems: (1) ANY Windows Home or Starter edition; (2) Embedded Systems; and (3) Linux. These are examples of exclusions only and may change. Please see Product List for all current qualifying operating systems.

- c. **Transitions.** The following requirements apply to Transitions:
  - (i) Licenses with active Software Assurance or Subscription Licenses may be Transitioned at any time if permitted in the Product List. While Enrolled Affiliate may Transition any time, it will not be able to reduce Licenses or associated Software Assurance prior to the end of the Transition Period.
  - (ii) If a Transition is made back to a License that had active Software Assurance as of the date of Transition, then Software Assurance will need to be re-ordered for all such Licenses on a prospective basis following the Transition Period. Software Assurance coverage may not exceed the quantity of perpetual Licenses for which Software Assurance was current at the time of any prior Transition. Software Assurance may not be applied to Licenses transferred by Enrolled Affiliate.
  - (iii) If a device-based License is Transitioned to a user-based License, all users of the device must be licensed as part of the Transition.
  - (iv) If a user-based License is Transitioned to a device-based License, all devices accessed by the user must be licensed as part of the Transition.
- d. **Effect of Transition on Licenses.** Transition will not affect Enrolled Affiliate's rights in perpetual Licenses paid in full.
  - (i) New version rights will be granted for perpetual Licenses covered by Software Assurance up to the end of the Transition Period.
  - (ii) For L&SA not paid in full at the end of the Transition Period, Enrolled Affiliate will have perpetual Licenses for a proportional amount equal to the total of installments paid versus total amounts due (paid and payable) for the Transitioned Product.
  - (iii) For L&SA not paid in full or granted a perpetual License in accordance with the above or Subscription Licenses, all rights to Transitioned Licenses cease at the end of the Transition Period.

## 4. Pricing.

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment are subject to Section 2(e)(i) of the Enterprise



## Microsoft | Volume Licensing

Agreement, as amended, throughout the term of the Enrollment. Price Level's will be captured in the Product Selection Form.

- b. **Setting Prices.** Enrolled Affiliate's prices for each Product will be established by its Reseller. Microsoft's prices for Resellers are fixed throughout the Enrollment term based upon current prices at the time of the initial order for the Product. This includes the following:
  - (i) Any future pricing (if applicable); and
  - (ii) Prices for Transitions, including any prices related to the use of a Product during the Transition Period (if applicable).

### 5. **Order requirements.**

- a. **Minimum Order Requirements.** Except as may be otherwise agreed to in writing, Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices.
  - (i) **Initial Order.** Initial order must include at least 250 Licenses from one of the four groups outlined in the Product Selection Form.
  - (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
  - (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
  - (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- b. **Adding Products.**
  - (i) **Adding new Products not previously ordered.** Enrolled Affiliate may add new Enterprise Products by entering into a new Enrollment or as part of a renewal. New Enterprise Online Services may be added by contacting a Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
  - (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products must be included in the next true-up order. Enrolled Affiliate must Licenses for Online Services prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product List or (2) included as part of other Licenses (e.g., Enterprise CAL).
- c. **True-up orders.** Enrolled Affiliate must submit an annual true-up order that accounts for changes since the initial order or last true-up order, including: (1) any increase in Licenses, including any increase in Qualified Devices or Qualified Users and Reserved Licenses; (2) Transitions (if permitted); or (3) Subscription License quantity reductions (if permitted). Microsoft, at its discretion and as permitted by applicable law, may validate the customer true-up data submitted through a formal product deployment assessment, using an approved Software Asset Management ('SAM') Partner.

The true-up order must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The third-year anniversary true-up order is due within 30 days prior to the Expiration Date. Enrolled Affiliate may true-up more often than at each Enrollment anniversary date except for Subscription License reductions.

  - (i) **Enterprise Products.** Enrolled Affiliate must determine the current number of Qualified Devices and Qualified Users (if ordering user-based Licenses) and order the License difference (if any), including any Enterprise Online Services.

## Microsoft | Volume Licensing

- (ii) **Additional Products.** For Products which have been previously ordered, Enrolled Affiliate must determine the Additional Products used and order the License difference (if any).
  - (iii) **Online Services.** For Online Services identified as eligible for true-up orders in the Product List, Enrolled Affiliate must first reserve the additional Licenses prior to use. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively for the prior year based upon the month in which they were reserved.
  - (iv) **Late true-up order.** If the true-up order is not received when due:
    - 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered.
    - 2) Transitions and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
  - (v) **Transitions.** Enrolled Affiliate must report all Transitions. Transitions may result in an increase in Licenses to be included on the true-up order and a reduction of Licenses for prior orders. Reductions in Licenses will be effective at end of the Transition Period. Associated invoices will also reflect this change.
  - (vi) **Subscription License Reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses on a prospective basis if permitted in the Product List as follows:
    - 1) For Subscription Licenses part of an Enterprise-wide commitment, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices identified on the Product Selection Form. Step-up Licenses do not count towards this total count.
    - 2) For Enterprise Online Services not a part of an Enterprise-wide commitment, Licenses can be reduced as long as the initial order minimum requirements are maintained.
    - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
  - (vii) **Update statement.** An update statement must be submitted instead of a true-up order if, as of the initial order or last true-up order, Enrolled Affiliate's Enterprise has not: (1) changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative. The update statement must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The last update statement is due at least 30 days prior to the Expiration Date.
- d. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
  - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

- (iii) If Enrolled Affiliate has previously ordered an Online Service as an Additional Product and wants to step-up to an Enterprise Online Service eligible for a Transition, the step-up may be reported as a Transition.
- (iv) If Enrolled Affiliate Transitions a License, it may be able to further step-up the Transitioned License. If Enrolled Affiliate chooses to step-up and the step-up License is separately eligible to be Transitioned, such step-up Licenses may result in a License reduction at the Enrollment anniversary date following the step-up.

## 6. **Payment terms.**

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

## 7. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal Option.** At the Expiration Date, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing a new Enrollment. Microsoft must receive a Product Selection Form and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make a change to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new Agreements and Enrollments.
- c. **If Enrolled Affiliate elects not to renew.**
  - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring L&SA.
  - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product List, the following options are available at the end of the Enrollment initial or renewal term.
    - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Government Partner must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.
    - 2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Government Partner must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.
  - (iii) **Online Services not eligible for an Extended Term.** If Online Services are not identified as eligible for an Extended Term in the Product List, the Licenses will be

## **Microsoft** | Volume Licensing

cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

(iv) **Customer Data.** Upon expiration or termination of a License for Online Services, Enrolled Affiliate must tell Microsoft whether to:

- 1) disable its account and then delete its Customer Data ("Data Deletion"); or
- 2) retain its Customer Data in a limited function account for at least 90 days after expiration or termination of the License for such Online Service (the "Retention Period") so that Enrolled Affiliate may extract its Customer Data.
- 3) If Enrolled Affiliate indicates Data Deletion, Enrolled Affiliate will not be able to extract its Customer Data. If Enrolled Affiliate indicates it wants a Retention Period, Enrolled Affiliate will be able to extract its Customer Data through Microsoft's standard processes and tools, and Enrolled Affiliate will reimburse Microsoft if there are any applicable costs to the extent allowed by applicable law. If Enrolled Affiliate does not indicate either Data Deletion or a Retention Period, Microsoft will retain Enrolled Affiliate's Customer Data in accordance with the Retention Period.
- 4) Following the expiration of the Retention Period, Microsoft will disable Enrolled Affiliate's account and then delete its Customer Data.
- 5) Enrolled Affiliate agrees that, other than as described above, Microsoft has no obligation to continue to hold, export or return Enrolled Affiliate's Customer Data. Enrolled Affiliate agrees Microsoft has no liability whatsoever for deletion of Enrolled Affiliate's Customer Data pursuant to these terms.

### **d. Termination.**

- (i) **Termination for cause.** Either party to an Enrollment may terminate it if the other party materially breaches its obligations under this agreement, including any obligation to submit orders or pay invoices (even if such non-payment is caused by non-appropriation of funds). Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days notice and opportunity to cure..
- (ii) The parties acknowledge and agree that the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event funds are not appropriated by the Legislature, the State of Florida will provide 30 days written notice to Microsoft of such non-appropriation and intent to terminate any applicable Enrollments. (iii)
- (iii) **Early termination.**

If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminate an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

- It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or
  - It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:
- 1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and
  - 2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of

## **Microsoft** | Volume Licensing

installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

- (iv) **Effect of termination or expiration.** When an Enrollment expires or is terminated,
  - Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments or any order of any kind, including subscription services, remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.
  - Enrolled Affiliate's right to Software Assurance benefits under this agreement ends if it does not renew Software Assurance.
- (v) **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may be in conflict with any such requirement or obligation. For example, Microsoft may modify or terminate an Online Service in connection with a government requirement that would cause Microsoft to be regulated as a telecommunications provider.
- (vi) **Enterprise Agreement Program updates.** Microsoft may make a change to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments. For Subscription Licenses, in the event of a breach by Microsoft, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination.

**Enrollment Details**

**1. Enrolled Affiliate's Enterprise.**

Identify which Affiliates are included in the Enterprise. Check only one box in this section:

☒ Enrolled Affiliate

☐ Enrolled Affiliate and the following Affiliate(s):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

**2. Contact information.**

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others.

**Name of entity (must be legal entity name)\*** Board of County Commissioners, Escambia County, Florida

**Contact name\*** First David Last Musselwhite

**Contact email address\*** damussel@co.escambia.fl.us

**Street address\*** 221 Palafox Place, Suite 210

**City\*** Pensacola **State/Province\*** FL

**Postal code\*** 32502-5835

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\*** USA

**Phone\*** (850) 554-3081 **Fax**

**Tax ID**

## Microsoft | Volume Licensing

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

☐ Same as primary contact

**Name of entity\*** Board of County Commissioners, Escambia County, Florida

**Contact name\*** First Shawn P. Last Fletcher

**Contact email address\*** SPFLETCH@co.escambia.fl.us

**Street address\*** 221 Palafox Place, Suite 210

**City\*** Pensacola **State/Province\*** FL

**Postal code\*** 32502-5835

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\*** USA

**Phone\*** (850) 554-3081 **Fax**

**Language preference.** Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

- c. **Microsoft Account Manager.** Microsoft Account Manager for this Enrolled Affiliate is:

**Microsoft account manager name:** Deana Bieg

**Microsoft account manager email address:** debieg@microsoft.com

- d. **Media delivery contact (DO NOT COMPLETE IF ATTACHING MEDIA ELECTION FORM).**  
This is the contact at the ship to/electronic delivery address.

☒ Same as notices contact and Online Administrator

**Name of entity\***

**Contact name:** First\* Last\*

**Contact email address (required for online access)\***

**Street address (no PO boxes accepted)\***

**City\*** State/Province\*

**Postal code\*** -

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\***

**Phone\*** Fax

- e. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

☒ Same as notices contact and Online Administrator

**Name of entity\***

**Contact name\*:** First Last

**Contact email address\***

**Street address\***

**City\*** State/Province\* Postal code\*

**Country\***

**Phone\*** Fax

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

- f. **Reseller information.** Reseller contact for this Enrollment is:

**Reseller company name\*** SHI International Corp

**Street address (PO boxes will not be accepted)\*** 290 Davidson Ave.

**City\*** Somerset **State/Province\*** NJ **Postal code\*** 08873

Country\* USA  
Contact name\*  
Phone\* 888-764-8888 Fax  
Contact email address\*

The undersigned confirms that the information is correct.

<b>Name of Reseller*</b> SHI International Corp
<b>Signature*</b> _____
<b>Printed name*</b>
<b>Printed title*</b>
<b>Date*</b>

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- g. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- Additional notices contact
  - Software Assurance manager
  - Subscriptions manager
  - Customer Support Manager (CSM) contact

### **3. Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.



## Enterprise and Enterprise Subscription Enrollment Product Selection Form – Amendment ID CTM -SplitCC

The following Amendment *replaces* the standard Enterprise and Enterprise Subscription Enrollment Product Selection Form and Amends the "Order Requirements" Section of the Enrollment.

This Amendment enables the Enrolled Affiliate the ability to meet the initial Enrollment Order requirements with Products other than Enterprise Products and Enterprise Online Services Products. These Products are captured under the Platform Option of "Enterprise Product Components" specified in Step 1 below. Enrolled Affiliate may select "Enterprise Product Components" for all Qualified Users/Devices without the requirement of also having Enterprise Products or Enterprise Online Services specified on this Amendment.

**Step 1. Please indicate whether Enrolled Affiliate is ordering Enterprise Products or Enterprise Online Services on the initial enrollment order. Choose both if applicable.**

☐ **Enterprise Products.** Choose platform option: Enterprise Desktop with MDOP

Qualified Devices: 773                      Qualified Users: 1250

☐ **Enterprise Online Services**

**Step 2. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Enrollment Order.** Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is transitioning or stepping up within enrollment term. Products for which the Enrolled Affiliate has an option to transition or step-up should be listed in Step 3.

Products <sup>2</sup>	Quantity
<b>Office Professional Plus</b>	
Office Pro Plus	
Office Pro Plus for Office 365	
Office Standard	
<b>Office 365 Plans<sup>1</sup></b>	
Office 365 (Plan E1)	
Office 365 (Plan E2)	
Office 365 (Plan E3)	
Office 365 (Plan E4)	

# Microsoft | Volume Licensing

Products <sup>2</sup>	Quantity
<b>Client Access License (CAL). Choose 1 option for either Core CAL or Enterprise CAL</b>	
<input checked="" type="checkbox"/> Core CAL, including Bridge CAL's (if applicable)	
Core CAL	1250
Core CAL Bridge for Office 365	
Core CAL Bridge for Windows Intune	
Core CAL Bridge for Office 365 and Windows Intune	
<input type="checkbox"/> Enterprise CAL (ECAL)	
ECAL	
ECAL Bridge for Office 365	
ECAL Bridge for Windows Intune	
ECAL Bridge for Office 365 and Windows Intune	
The Client Access License selection must be the same across the Enterprise. Specify whether licensing CAL per Device or User: User	
<b>Enterprise Product Components. Choose 1 or multiple Components</b>	
<input type="checkbox"/> Windows CAL	
<input type="checkbox"/> Exchange Standard CAL	
<input type="checkbox"/> SharePoint Standard CAL	
<input type="checkbox"/> Lync Server Standard CAL	
<input type="checkbox"/> System Center Configuration Manager Client ML	
<input type="checkbox"/> Forefront End Point Protection	
<input type="checkbox"/> Windows Remote Desktop Services CAL	
<input checked="" type="checkbox"/> Exchange Enterprise CAL	1250
<input checked="" type="checkbox"/> SharePoint Enterprise CAL	1250
<input type="checkbox"/> Lync Server Enterprise CAL	
<input type="checkbox"/> System Center Client Management Suite ML	
<input type="checkbox"/> Forefront Protection Suite	
<input type="checkbox"/> Forefront Unified Access Gateway CAL	
The Client Access License selection must be the same across the Enterprise. Specify whether licensing CAL per Device or User: User	
<b>Windows Desktop</b>	
Windows OS Upgrade	
Windows VDA	
<b>Windows Intune</b>	
Windows Intune	
Windows Intune Add-on <sup>3</sup>	
<b>Other Enterprise Products</b>	
Microsoft Desktop Optimization Pack (MDOP) <sup>4</sup>	
SQL Server Device CAL	
SQL Server User CAL	

If selecting Windows Desktop or Windows Intune option, Enrolled Affiliate acknowledges the following:

- The Windows Desktop Operating System Upgrade licenses offered through this Enrollment are not full licenses. The Enrolled Affiliate and any included Affiliates have qualifying operating system licenses for all devices on which the Windows Desktop Operating System Upgrade or Windows Intune licenses are run.
- In order to use a third party to reimaging the Windows Operating System Upgrade, Enrolled Affiliate must certify that Enrolled Affiliate has acquired qualifying operating system licenses. See the Product List for details.

## Microsoft | Volume Licensing

**Step 3. Indicate new Enterprise Products and Online Services Enrolled Affiliate has selected for optional future use where not selected on the initial enrollment order (above):**

Products <sup>2</sup>	
<input type="checkbox"/>	Office Pro Plus for Office 365
<input type="checkbox"/>	Office 365 (Plan E1)
<input type="checkbox"/>	Office 365 (Plan E2)
<input type="checkbox"/>	Office 365 (Plan E3)
<input type="checkbox"/>	Office 365 (Plan E4)
<input type="checkbox"/>	Enterprise CAL (ECAL) Step-up, including Bridge CALs
<input type="checkbox"/>	Windows Intune
<input type="checkbox"/>	Windows Intune Add-on <sup>3</sup>

**Step 4. Establish the Enrolled Affiliate's Price Level.** Enrolled Affiliate must first count the quantity of Software Assurance and Licenses in each of the groups as described below by using the quantities entered in the above table. If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "D" throughout the term of the Enrollment. Do not include Bridge CALs, as License quantities are determined by the corresponding Enterprise Online Service(s).

Products	Price Group	Qty from above	Qty	Price Level
Office Professional Plus + Office Professional Plus for Office 365 + Office 365 (Plans E2-E4)	1		250 and Above	D
Client Access License + Office 365 (Plans E1-E4) + Enterprise Product Components	2	1250		
Client Access License + Windows Intune Add-on + Windows Intune + Enterprise Product Components	3	1250		
Windows Desktop Upgrade + Windows VDA + Windows Intune	4	773		
Product Offering/Pool			Price Level	
Enterprise Products and Enterprise Online Services: Set price level using the highest quantity from Groups 1 through 4			D	
Additional Product Application Pool: Set price level using quantity from Group 1			D	
Additional Product Server Pool: Set price level using the highest quantity from Group 2 or 3			D	
Additional Product Systems Pool: Set price level using quantity from Group 4			D	

<sup>1</sup> Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

<sup>2</sup> Additional Products may be included on the order, but are not selected on this form.

<sup>3</sup> Windows Intune Add-on requires purchase of Windows OS Upgrade or Windows VDA.

<sup>4</sup> MDOP requires purchase of Windows OS Upgrade, Windows VDA, or Windows Intune.

**This form must be attached to a signature form to be valid.**

## Enterprise Enrollment State and Local Supplemental Enterprise Agreement Terms and Conditions

The following terms are required to update and supplement your license agreement to make it consistent with the current version of the Enterprise Agreement program and to allow for additional features and benefits which may or not have been available on the effective date of your license agreement.

For example, these terms address the following:

- your option to license some Client Access Licenses ("CALs") on a per user basis ("user-based CALs"), rather than on a per device basis, and some rights and obligations associated with user-based CALs;
- terms relating to ordering and use of online services;
- your right to order "step-up" licenses; and
- your ability, in some jurisdictions, to arrange for customized payment terms.

These terms and conditions amend your license agreement as it applies to this enrollment and any subsequent enrollments you or an enrolled affiliate enters into under it. It does not affect any prior enrollment already in existence. In the case of any conflict between these terms and conditions and the terms and conditions of your license agreement, these terms control.

### **1. Definitions.**

If your license agreement does not already include a definition for "qualified users," the following definition of "qualified users" is added. In addition, if any references appear in your license agreement to the "Core User CAL" or "Core CAL," those references will be deemed to refer to any user-based CALs.

"online services" means the Microsoft-hosted services identified in the online services section of the Product Use Rights.

"qualified user" means a person who (1) is a user of a qualified desktop or (2) accesses any server software or online services licensed within an enrolled affiliate's enterprise. It does not include a person who accesses the server software or online services solely under a license identified in the qualified user exemptions in the product list.

### **2. Terms relating to user-based CALs.**

- a. **Price levels where user-based CALs are ordered.** When user-based CALs are ordered as an enterprise product, other than as part of the "platform," the price level for any enterprise products or additional products ordered from the server pool will be set based on the enrolled affiliate's initial number of qualified users, rather than its initial number of qualified desktops.

Similarly, upon any renewal, if user-based CALs are renewed, other than as part of the "platform," the renewal price level for the server pool will be reset based on the number of the enrolled affiliate's qualified users at the time of renewal, rather than its number of qualified desktops.

- b. **True-ups and update statements where user-based CALs are ordered.** The section of your license agreement that addresses the obligation to place true-up orders and submit update statements is hereby modified to require that, where user-based CALs are ordered as an enterprise product, the enrolled affiliate must determine the number of qualified users in its enterprise and, where that number has increased, submit a true-up order for L&SA for its user-based CALs covering those additional qualified users. If the number of qualified users has not increased, the enrolled affiliate must confirm this fact on its update statement.

At each anniversary, enrolled affiliate must submit either a true-up order or an update statement. This annual true-up order or update statement must be submitted between 60 days prior to, or 15 days following, the anniversary of the effective date of the enrollment to meet the annual true-up requirement. The third-year anniversary true-up order or update statement is due prior to, or upon the expiration date of, the enrollment term. While this annual true-up order or update statement are required to be submitted at the anniversary and upon enrollment expiration, an Enrolled Affiliate may also true-up more frequently and at any time during the term of the Enrollment.

Our commitment to work with the enrolled affiliate in good faith to accommodate changes in the number of its *qualified desktops* by more than ten percent as a result of mergers, acquisitions or divestitures will also apply, if user-based CALs are ordered as an enterprise product, in cases where the number of its *qualified users* changes by more than ten percent.

- c. **License grant for user-based CALs.** The following clarifications are made to the section of your license agreement titled "License grant — what your enrolled affiliates are licensed to run," to account for user-based CALs:

*For CALs, your license grant is as follows:* during the term, each qualified desktop (if device-based CALs have been ordered) or qualified user (if user-based CALs have been ordered) covered by the enrollment may access and use the associated server software.

*Regarding the number of perpetual licenses received for user-based CALs:* When user-based CALs have been ordered as an enterprise product, and once the enrolled affiliate qualifies for perpetual licenses, the number of the enrolled affiliate's perpetual licenses for such CALs will be equal to the number of qualified users covered by the enrollment, rather than the number of qualified desktops.

- d. **Placing renewal orders for user-based CALs.** Upon renewal of an enrollment, if user-based CALs were ordered as an enterprise product, the renewal order must include Software Assurance for such user-based CALs for the number of qualified users covered by the enrollment as of the date of renewal.

At renewal, where applicable, the enrolled affiliate can elect to exchange user-based CALs for device-based CALs or vice versa. In that event, the enrolled affiliate's renewal order must include L&SA for the number of qualified users or qualified desktops in excess of its current count. See the Product List for more information.

### **3. Online services.**

Online services are provided as subscription services and are subject to the unique terms set forth in the Product Use Rights and the Product List.

### **4. Right to order "step-up" Licenses.**

If an already ordered product has multiple editions, an enrolled affiliate may migrate to the higher edition by ordering the applicable step-up. If step up details are included in an initial enrollment order, then the enrolled affiliate may step-up in accordance with the true-up process. If the step-up details are not included in the initial enrollment order, the enrolled affiliate may step-up by placing an order in the month the step-up is first run in accordance with the process set out for adding new additional products not previously ordered.

## Primary quote to keep status quo

*Presented to Escambia County BoCC, State of Florida*



Microsoft Enterprise Agreement Software Assurance ONLY Pricing Proposal Florida State Contract # 252-001-09-1

Description: Component etc...+ Server Licenses	Qty	Price	Ext Price
CoreCAL ALNG SA MVL UsrCAL	1250	\$41.50	\$51,875.00
WinPro ALNG SA MVL	773	\$42.95	\$33,200.35
ExchgEntCAL ALNG SA MVL UsrCAL wSrves	1250	\$18.55	\$23,187.50
ExchgSvrEnt ALNG SA MVL	2	\$795.00	\$1,590.00
SharePointEntCAL ALNG SA MVL UsrCAL	1250	\$19.00	\$23,750.00
SharePointSvr ALNG SA MVL	2	\$1,334.00	\$2,668.00
SQLSvrEntCore ALNG SA MVL 2Lic CoreLic (Minimum reflected)	12	\$2,675.00	\$32,100.00

*All pricing herein is customized to meet the infrastructure requirements for this client only. Price sheet date effective: 06/01/2012*

Annual Cost	\$168,370.85
Cost over 3 year period	\$505,112.55



Prepared By: Tom Miner Account Executive - Public Sector  
 Direct: (813) 342-8526  
 Email: Tom\_Miner@shi.com





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5364

County Administrator's Report 12. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/05/2013

Issue: VR Systems EViD System Sale and License Agreement

From: David Stafford, Supervisor of Elections

Organization: Escambia County Super. of Elections

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning a Supplement to EViD System Sale and License Agreement with VR Systems, Inc., for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board take the following action concerning the purchase of additional EViD Compact Units, in the amount of \$476,936, as well as credit for EViD trade-ins, on the Supplement to EViD System Sale and License Agreement, Addendum for Delivery #6, with VR Systems, Inc., for the Office of the Supervisor of Elections:

A. Find that "a single source" is available to the County from which to purchase compatible equipment that can fully integrate into the Voter Registration System currently used in Escambia County; and

B. Approve the Supplement to EViD System Sale and License Agreement.

#### **BACKGROUND:**

Escambia County uses model EV4000 EViD Units to serve the early voting community during elections. Updated technology is available to enhance the current system by including election day precincts. The additional equipment will allow for all polling locations to better accommodate voters. Currently, there is only one source, VR Systems, from which such suitable equipment may be obtained that will fully integrate into the County's voter registration system, and is compatible with the current inventory of EViD units.

#### **BUDGETARY IMPACT:**

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

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

The document has been reviewed and approved by the County Attorney's office.

#### **PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

County Ordinance provides for Board approval of purchases of fifty thousand dollars or greater.

**IMPLEMENTATION/COORDINATION:**

Upon approval by the Board of County Commissioners, purchase orders will be issued by the Office of Purchasing.

---

**Attachments**

legal review & evid system sale & license agreement

---



LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Evid Systems Sale & License Agreement

Date: 11/05/2013

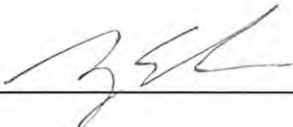
Date due for placement on agenda: 11/21/2013

Requested by David Stafford

Phone Number: 850-595-3900

.....

(LEGAL DEPARTMENT USE ONLY)

Legal Review by 

Date Received: 11/5/13

☒ Approved as to form and legal sufficiency.

☐ Not approved.

☐ Make subject to legal signoff.

Additional comments:

COUNTY ATTORNEYS OFFICE

05 NOV2013

PM02:54



## SUPPLEMENT TO EViD SYSTEM SALE AND LICENSE AGREEMENT ADDENDUM for Delivery #6

**Customer:** Escambia County, Supervisor of Elections  
P.O. Box 12601  
Pensacola, FL 32591-2601

November 1, 2013

**Reference Agreement:** April 3, 2006

VR Systems, Inc. ("VRS"), 2840 Remington Green Circle, Tallahassee, Florida, 32308, and the Customer agree that, when this Supplement is signed by the Customer and by VRS, the following terms and conditions will apply to the products designated in the Schedule of Products. Under these terms and conditions, VRS will (a) furnish the EViD Stations, EViD Software and Third-Party Software designated therein to Customer, (b) sell the EViD Stations to Customer, (c) grant Customer nontransferable, nonexclusive licenses to use the EViD Software, and (d) provide certain services related to the licensed EViD Software, all as described in the Reference Agreement between VRS and Customer.

### Schedule of Products

Quantity	Description	Refer To	Unit Price	Total Price
211	EViD Compact Units (2 units per case)	Exhibit B of Reference Agreement	\$2,276	\$ 480,236
11	Single EViD Cases		\$ 100	1,100
11	Credit for EViD Trade-in's		\$ 400	( - ) 4,400
<b><u>Total Addendum</u></b>				<b><u>\$ 476,936</u></b>

Annual software maintenance fee for the EViD/VR Systems interface license are referenced in the original agreement.

Annual software maintenance for individual EViD units on this addendum will be \$121 for 2014 renewals.

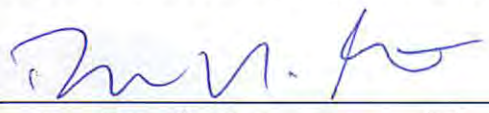
It should be noted that Customer becomes liable for final payment of EViD Shipment when Customer takes receipt of Shipment. If Customer defaults under this Agreement then VR Systems' Bank has the legal right to pursue payment.

"Customer acknowledges that VRS has granted to Capital City Bank ("Bank") a security interest in and an assignment of this Agreement and all payments which are due and all payments which become due to VRS under this Agreement. Customer consents to such security interest and assignment, which secure certain obligations VRS owes to Bank."

Customer and VRS each acknowledges that it has read this Supplement and the Reference Agreement, understands them, and agrees to be bound by their terms and conditions.

**Agreed: Escambia County, Supervisor of Elections**

**Agreed: VR Systems, Inc.**

By:   
David Stafford, Supervisor of Elections

By: \_\_\_\_\_  
Jane M. Watson, President

Date: 11/12/2013

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



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5395

County Administrator's Report 12. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/05/2013

Issue: Approval to Issue Purchase Orders in Excess of \$50,000 with Independent Contractors

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning Purchase Orders in Excess of \$50,000 with Independent Contractors for the Escambia County Jail - Gordon C. Pike, Corrections Department Director

That the Board 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 with Independent Contractors providing physician services in excess of \$50,000, for the Escambia County Jail, as provided below:

Tammy Jernigan, ARNP	\$60,000
Iris Demarcus Tatom, ARNP	\$150,000
Chris W. Jones, D.M.D.	\$80,000
Lawrence Edward Mobley, M.D.	\$200,000

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

#### **BACKGROUND:**

Effective October 1, 2013, the County assumed responsibility for the operations of the Escambia County Jail. Contracts for medical services are considered critical. In order to prevent any lapse in service, the County contracted with current providers of critical services in accordance with Chapter 46, Section 46-96(c) of the Escambia County Code of Ordinances.

The Office of Purchasing will review and assess all service contracts and establish a procurement plan for the replacement of existing agreements in accordance with the Escambia County Code of Ordinances, Chapter 46, Finance, Article II, Purchases and Contracts.

#### **BUDGETARY IMPACT:**

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

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**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 coordination of these agreements.

---

---

**Attachments**

Independent Contractors BCC Approved

---

---

**AGREEMENT FOR ADVANCED REGISTERED  
NURSE PRACTITIONER SERVICES**

**THIS AGREEMENT** is made this 9 day of August, 2013, by and between, Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Tammy Jernigan, ARNP (hereinafter referred to as "Contractor").

**WITNESSETH:**

**WHEREAS**, the County desires to retain the services of the Contractor as an Advanced Registered Nurse Practitioner (ARNP) for the Escambia County Central Booking and Detention Facility and the Main Jail Facility as set forth herein; and

**WHEREAS**, Contractor is qualified to render such services; and

**WHEREAS**, the County and Contractor desire to enter into this Agreement in order to specify their respective rights, duties and obligations.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence on October 1, 2013, and continue for a term of three (3) years with an option to renew for two (2) successive one (1) year periods. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.
3. Scope of Services. Contractor agrees to provide ARNP services at the Escambia County Central Booking and Detention Facility and the Main Jail Facility on an "as-needed" basis. Contractor affirms she is qualified to provide such services in the State of Florida and, during the term of this Agreement, shall remain a member in good standing of the Florida Board of Nursing.
4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor at the rate of \$50.00 per hour for services rendered and \$50 per day for 24/7 on-call coverage plus \$12.50 per patient for any services rendered during on-call coverage. During the term of this Agreement, the rate of compensation may be periodically reviewed and adjusted at the County's sole discretion through written amendment to the agreement.

Verified By: *Ottavia*

Date: 9/10/2013

5. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall make its best efforts to render payment within thirty (30) days of receipt and approval of Contractor's invoice.

6. Termination. Either party may terminate this Agreement prior to expiration of the term with or without cause upon 30 days written notice to the other party. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

7. Indemnification. Contractor shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liabilities and expenses arising from or relating to the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable.

8. Insurance. During the term of this Agreement, County shall include Contractor as an insured under the County's group medical malpractice insurance policy for services rendered pursuant to this agreement.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

10. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

11. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

12. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.



13. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

14. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

15. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

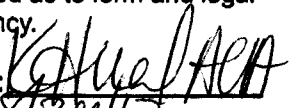
16. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

**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:

  
8/29/13

**COUNTY:**

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

By:

  
George Touart, County Administrator

Witness: Susan Hendrix

Date: 9-6-13

Witness: Karen Masett

**CONTRACTOR:**

By:

  
Tammy Jernigan, ARNP

Witness: Kenny Noll Jr.

Date:

8/9/13

Witness: Jodie Clements



9/5/2013 PAR II-15 A(2)

**AGREEMENT FOR ADVANCED REGISTERED  
NURSE PRACTITIONER SERVICES**

**THIS AGREEMENT** is made this 8 day of August, 2013, by and between, Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Iris Demarcus Tatom, ARNP (hereinafter referred to as "Contractor").

**WITNESSETH:**

**WHEREAS**, the County desires to retain the services of the Contractor as an Advanced Registered Nurse Practitioner (ARNP) for the Escambia County Central Booking and Detention Facility and the Main Jail Facility as set forth herein; and

**WHEREAS**, Contractor is qualified to render such services; and

**WHEREAS**, the County and Contractor desire to enter into this Agreement in order to specify their respective rights, duties and obligations.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence on October 1, 2013, and continue for a term of three (3) years with an option to renew for two (2) successive one (1) year periods. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.
3. Scope of Services. Contractor agrees to provide ARNP services at the Escambia County Central Booking and Detention Facility and the Main Jail Facility on an "as-needed" basis. Contractor affirms she is qualified to provide such services in the State of Florida and, during the term of this Agreement, shall remain a member in good standing of the Florida Board of Nursing.
4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor at the rate of \$50.00 per hour for services rendered and \$50 per day for 24/7 on-call coverage plus \$12.50 per patient for any services rendered during on-call coverage. During the term of this Agreement, the rate of compensation may be periodically reviewed and adjusted at the County's sole discretion through written amendment to the agreement.

Verified By: *Officer*  
Date: 9/10/2013

5. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall render payment within thirty (30) days of receipt and approval of Contractor's invoice.
6. Termination. Either party may terminate this Agreement prior to expiration of the term with or without cause upon 30 days written notice to the other party. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.
7. Indemnification. Contractor shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liabilities and expenses arising from or relating to the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable.
8. Insurance. During the term of this Agreement, County shall include Contractor as an insured under the County's group medical malpractice insurance policy for services rendered pursuant to this agreement.
9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.
10. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.
11. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.
12. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.
13. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by

Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

14. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

15. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

16. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

**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: [Signature]  
Date: 8/26/13

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

By: [Signature]  
George Touart, County Administrator

Witness: Susan Hendrix

Witness: [Signature]

Date: 9-6-13

**CONTRACTOR:**

By: Iris D. Tatom, ARNP  
Iris Demarcus Tatom, ARNP

Witness: [Signature]

Witness: [Signature]

Date: August 8, 2013

**AGREEMENT FOR GENERAL DENTAL SERVICES**

**THIS AGREEMENT** is made this 14<sup>th</sup> day of August, 2013, by and between, Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Chris W. Jones, D.M.D. (hereinafter referred to as "Contractor").

**WITNESSETH:**

**WHEREAS**, the County desires to retain the services of the Contractor as a Dentist for the Escambia County Central Booking and Detention Facility and the Main Jail Facility as set forth herein; and

**WHEREAS**, Contractor is qualified to render such services; and

**WHEREAS**, the County and Contractor desire to enter into this Agreement in order to specify their respective rights, duties and obligations.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence on October 1, 2013, and continue for a term of one (1) year with an option to renew for two (2) successive one (1) year periods. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.
3. Scope of Services. Contractor agrees to provide general dental services at the Escambia County Central Booking and Detention Facility and the Main Jail Facility on an "as-needed" basis up to a maximum of twenty (20) hours per week. Contractor affirms he/she is qualified to provide such services in the State of Florida and, during the term of this Agreement, shall remain a member in good standing of the Florida Board of Dentistry.
4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor at the rate of \$75.00 per hour for services rendered. During the term of this Agreement, the rate of compensation may be periodically reviewed and adjusted at the County's sole discretion through written amendment to the agreement.
5. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved

Verified By: *OKawa*

Date: 9/10/2013

expenses with appropriate supporting documentation. The County agrees it shall make its best efforts to render payment within thirty (30) days of receipt and approval of Contractor's invoice.

6. Termination. Either party may terminate this Agreement prior to expiration of the term with or without cause upon 30 days written notice to the other party. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

7. Indemnification. Contractor shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liabilities and expenses arising from or relating to the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable.

8. Insurance. During the term of this Agreement, County shall include Contractor as an insured under the County's group medical malpractice insurance policy for services rendered pursuant to this agreement.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

10. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

11. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

12. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

13. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement

shall run with the Escambia County Board of County Commissioners and its successors.

14. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

15. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

16. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

**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: K. Huplaca

Date: 8/26/13

**COUNTY:**

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

By: George Touart

George Touart, County Administrator

Witness: Susan Hendrix

Witness: Kate MacArthur

Date: 9-6-13

**CONTRACTOR:**

By: Chris W. Jones

Chris W. Jones, D.M.D.

Witness: Allie Harris

Witness: Amanda J. Allen

Date: 8/14/2013

**AGREEMENT FOR PSYCHIATRIC SERVICES**

**THIS AGREEMENT** is made this 12<sup>th</sup> day of August, 2013, by and between, Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Lawrence Edward Mobley, M.D. (hereinafter referred to as "Contractor").

**WITNESSETH:**

**WHEREAS**, the County desires to retain the services of the Contractor as a Psychiatrist for the Escambia County Central Booking and Detention Facility and the Main Jail Facility as set forth herein; and

**WHEREAS**, Contractor is qualified to render such services; and

**WHEREAS**, the County and Contractor desire to enter into this Agreement in order to specify their respective rights, duties and obligations.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence on October 1, 2013, and continue for a term of three (3) years with an option to renew for two (2) successive one (1) year periods. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.
3. Scope of Services. Contractor agrees to provide services as a psychiatrist at the Escambia County Central Booking and Detention Facility and the Main Jail Facility on an "as-needed" basis. Contractor affirms he is qualified to provide such services in the State of Florida and, during the term of this Agreement, shall remain a member in good standing of the Florida Board of Medicine.
4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor at the rate of \$60.00 for each patient session per month. During the term of this Agreement, the rate of compensation may be periodically reviewed and adjusted at the County's sole discretion through written amendment to the agreement.
5. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall make

its best efforts to render payment within thirty (30) days of receipt and approval of Contractor's invoice.

6. Termination. Either party may terminate this Agreement prior to expiration of the term with or without cause upon 30 days written notice to the other party. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

7. Indemnification. Contractor shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liabilities and expenses arising from or relating to the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable.

8. Insurance. During the term of this Agreement, County shall include Contractor as an insured under the County's general liability and group medical malpractice insurance policies for services rendered pursuant to this agreement.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

10. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

11. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

12. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

13. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement



shall run with the Escambia County Board of County Commissioners and its successors.

14. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

15. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

16. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

**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: Kethua ACH  
Date: 8/26/13

Susan Hendrix  
WITNESS

Barbara M. M. M.  
WITNESS

COUNTY:

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: George T. T.  
George T. T., Interim County Administrator

Date: 9-6-13

CONTRACTOR:

By: Lawrence E. Mobley, M.D.  
Lawrence Edward Mobley, M.D.

Date: 8/12/2013

Witness: [Signature]

Witness: [Signature]



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-5377**

**County Administrator's Report 12. 19.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 12/05/2013

**Issue:** Interlocal Agreement Between Escambia County and the Florida Department of Transportation for NPDES Permit Services

**From:** Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning an Interlocal Agreement for National Pollutant Discharge Elimination System Permit Services - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Interlocal Agreement between Escambia County and State of Florida Department of Transportation (FDOT) for Services Related to the Stormwater Element NPDES (National Pollutant Discharge Elimination System) Program Requirements:

A. Approve the Interlocal Agreement; and

B. Authorize the Chairman to sign the Interlocal Agreement and any subsequent Agreement-related documents, including time extensions.

[Funding: Fund 101, Restricted Fund, Revenue Account 334332, FDOT - NPDES - \$65,000; Fund 175, Transportation Trust Fund, Account 369001 - \$5,000; Fund 175, Transportation Trust Fund, Cost Center 211602 Engineering/Infrastructure - \$5,000 to be budgeted; FDOT will reimburse Escambia County for the cost of the NPDES Permit Services, in the amount of \$70,000 per year]

#### **BACKGROUND:**

Pursuant to the Federal Clean Water Act (CW), the United States Environmental Protection Agency (EPA) has developed regulations under the National Pollutant Discharge Elimination System (NPDES) permit program published as Part 40 of the Code of Federal Regulations (C.F.R.) Section 122.26 on November 16, 1990, 55FR47990. The County and the City, along with co-permittees the Town of Century and the Florida Department of Transportation (FDOT) have been issued NPDES Permit #FLS000019-003 by the EPA. The County has developed the ability to perform some of the required tasks of the permit, and the County and the FDOT have agreed upon a fee schedule for the FDOT to pay for services provided by the County.

#### **BUDGETARY IMPACT:**

Fund 101, Restricted Fund, Revenue Account 334332, FDOT - NPDES (\$65,000). Fund 175, Transportation Trust Fund, Account 369001 (\$5,000). Fund 175, Transportation Trust Fund, Cost Center 211602 Engineering/Infrastructure (\$5,000 to be budgeted). The FDOT will reimburse Escambia County for the cost of NPDES Permit Services in the amount of \$70,000 per year.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

This Interlocal Agreement was approved by the County Attorney's Office and found to be in order and legally sufficient.

**PERSONNEL:**

Community & Environment Department/Water Quality & Land Management staff in coordination with the Engineering Division's NPDES Program Manager will implement the requirements of the Interlocal Agreement.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires approval of Interlocal Agreements.

**IMPLEMENTATION/COORDINATION:**

This Interlocal Agreement will be coordinated with FDOT.

---

**Attachments**

Interlocal Agreement

Permit Package

---

**INTERLOCAL AGREEMENT  
BETWEEN  
ESCAMBIA COUNTY  
AND  
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
FOR SERVICES RELATED TO  
THE STORMWATER ELEMENT OF NPDES PROGRAM REQUIREMENTS**

**THIS INTERLOCAL AGREEMENT (“Agreement”)** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 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.

**WITNESSETH:**

**Whereas**, the Department, the County, the City of Pensacola and the Town of Century have a National Pollutant Discharge Elimination System (“NPDES”) Municipal Separate Storm Sewer System Phase I Permit # FLS000019-003 which includes a Monitoring Plan (“Permit”), which is hereby incorporated in and made part of this Agreement by reference; and

**Whereas**, the Permit requires the Department to perform certain inventory, inspection and monitoring functions; and

**Whereas**, the County agrees to provide services to the Department as required by the Permit and the Monitoring Plan; and

**Whereas**, §334.044(15), Florida Statutes, and Rule 14-86, Florida Administrative Code, authorize the Department to permit drainage connections to its rights of way (“ROW”). Pursuant to §334.044, the Department defers water quality assessment to “a water management district, the Department of Environmental Protection, a surface water permit issued by a delegated local government, or a permit issued pursuant to an approved Stormwater Management Plan or Master Drainage Plan....”; and

**Whereas**, the County has developed the capability to perform some of the required tasks specified in the Permit; and

**Whereas**, the County and the Department have approved the concept of intergovernmental cooperation to effectively manage stormwater runoff and to meet Permit requirements and are authorized by §§163.01, Florida Statutes, et seq., to enter into interlocal agreements; and

**Whereas**, the County and the Department have agreed upon the fees to be paid by the Department for services provided by the County; and

**Whereas**, §376.021, §376.30, and §403.021, Florida Statutes, provide that the preservation of surface and groundwaters is a matter of the highest urgency and priority, as these waters provide the primary source for potable water in the state; and

**Whereas**, the Department is authorized to enter into this Agreement pursuant to §334.044(7), Florida Statutes (2012), and other applicable law; and

**Whereas**, the County's undersigned representative is vested with the authority to execute this Agreement on behalf of County by virtue of the County's Resolution, a copy of which is attached hereto as Exhibit "A".

**NOW THEREFORE**, in consideration of the mutual covenants herein, the parties agree as follows:

### **1. RECITALS AND EXHIBITS**

The recitals set forth above and attached exhibits are incorporated in and made part of this Agreement.

### **2. EFFECTIVE DATE**

The effective date of the Agreement shall be the date upon which a fully executed copy in recordable form has been filed with the Clerk of the Circuit Court of Escambia County ("Effective Date"). Escambia County shall be responsible for filing this document with the Clerk of the Circuit Court upon receipt of the fully executed Agreement.

### **3. TERM**

A. This Agreement shall begin on the Effective Date and shall remain in full force and effect until December 31, 2016 ("Initial Term").

B. This Agreement shall automatically renew on the same terms and conditions as set forth in this Agreement for a period of one year, unless the Department shall give notice of nonrenewal in writing more than 30 days before the expiration date of the Initial Term.

C. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination.

### **4. E-VERIFY**

The County 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 Agreement. The County shall expressly require any subcontractors performing work or providing services pursuant to the Agreement 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 term of the Agreement.

### **5. SERVICES**

A. The County agrees to provide the Department with applicable data, reports, records, or other documents for the Permit's required Long Term Water Quality Monitoring Program and Stormwater Outfall Monitoring Program.

B. The Department agrees to pay the County \$70,000.00 per year to compensate the County for water quality collection and analysis services provided during the term of the Permit, all as set forth in **Exhibit A** to the Agreement.

C. The County shall perform this Agreement, with reasonable care, in accordance with the terms and provisions hereof and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, manuals, procedures, processes, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

D. The County shall be responsible for performing or administering contracts to perform all services under this Agreement. The services shall include all costs, overhead, paper and electronic documents, copies, supervision, labor, materials, supplies, equipment and transportation required to fulfill the terms and conditions of this Agreement.

## **6. TOTAL MAXIMUM DAILY LOAD**

Nothing in this Agreement shall establish any responsibility by either party as a source of any impairment or pollution.

## **7. COMPENSATION AND PAYMENT**

A. The County shall invoice the Department annually for services that were performed prior to the invoice date except for services previously invoiced, for the services and at the compensation set forth in **Exhibit A**.

B. Expenditure of funds by the Department shall be made in accordance with the terms and provisions of this Agreement. The Department shall not reimburse the County for any expenditure made for items not in the approved budget unless prior written approval is obtained from the Department. The County shall invoice the Department by submitting a "Request for Funding Form" to the Department's NPDES Program Coordinator for payment as described in this Agreement. The County shall include all additional backup documentation to support the invoice. The Department shall review all invoices and determine if the invoice is in compliance with this Agreement. Payments shall be made by the Department within twenty (20) business days of receipt of a County invoice in compliance with this Agreement.

## **8. LIABILITY**

A. The parties hereto, their respective elected officials, officers and employees shall not be deemed to assume any liability for the acts, omissions or negligence of the other party. The County and Department agree to be fully responsible their individual negligent acts or omissions or tortious acts which result in claims or suits against their respective jurisdictions and agree to be fully liable for any damages proximately caused by said acts or omissions.

B. The County shall notify the Department in writing immediately upon becoming aware of any Liabilities caused by or resulting from the County's performance or breach of this Agreement. The County's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this section of the Agreement.

## **9. SOVEREIGN IMMUNITY**

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the parties' sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes (2012). The Department's liability for breach of this Agreement is specifically: (1) limited to actual damages incurred by County as a direct



result of the Department's breach; and (2) further limited in amount and shall not, under any circumstances, exceed the limitations of liability for tort actions set forth in §768.28(5), Fla. Stat. (2012).

#### **10. NOTICE**

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Attention: District Roadway Engineer  
Florida Department of Transportation  
P. O. Box 607  
Chipley, FL 32428

County: Attention: Shauna Jones, Project Manager  
Escambia County  
3363 West Park Place  
Pensacola, FL 32505

#### **11. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

#### **12. VENUE AND JURISDICTION**

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The County and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

#### **13. ASSIGNMENT**

The parties shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the other party. Nothing herein shall prevent the County from delegating its duties hereunder, but such delegation shall not release the County from its obligation to perform the Agreement.

#### **14. THIRD PARTY BENEFICIARIES**

This Agreement shall be binding upon and inure to the benefit of the undersigned parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for in the Agreement.

## **15. VOLUNTARY EXECUTION OF AGREEMENT**

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

## **16. ENTIRE AGREEMENT**

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties with respect to the subject matter herein, and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous interlocal agreements, joint participation agreements, conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement and any part hereof are waived, merged herein and superseded hereby. If there is any conflict between this Agreement and any prior interlocal agreement, joint participation agreement, or supplemental agreement, this Agreement shall supersede.

## **17. EXECUTION OF DOCUMENTS**

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement, and shall do all other acts to effectuate the Agreement.

## **18. SUFFICIENCY OF CONSIDERATION**

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

## **19. WAIVER**

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

## **20. INTERPRETATION**

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

## **21. CAPTIONS**

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

## **22. SEVERANCE**

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall



remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

### **23. COMPUTATION OF TIME**

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

### **24. MODIFICATION OF AGREEMENT**

A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

### **25. PUBLIC RECORDS**

The Parties understand and agree that all documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with Florida law.

### **26. EFFECT OF AGREEMENT**

The parties shall offer this Agreement as evidence in any and all proceedings concerning any subject matter of this Agreement, and, if acceptable to the Court, will cause a copy of the Agreement to be incorporated by reference in the judgment rendered. Notwithstanding incorporation in the judgment, this Agreement shall not be merged in it, but shall survive the judgment and be binding on the parties for all time.

### **27. ANNUAL APPROPRIATION**

A. The Department shall authorize services based upon priority and availability of budget. Execution of this Agreement does not guarantee that the work will be authorized.

B. The Department's obligation to pay is contingent upon the annual appropriation by the Florida Legislature. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6) (a), Fla. Stat., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The 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 and which have a term for a period of more than 1 year."

C. The County agrees that in the event the funds are not appropriated to the Department then this Agreement may be terminated. Department shall notify the County in writing within thirty days of the date Department is notified by the Legislature the funds shall not be appropriated. Upon notification by Department that funds are not appropriated and this Agreement is terminated the County shall no longer be obligated to provide services not yet rendered. Nothing in this termination clause shall exempt the County from continuing to provide services already paid for by the Department.

## **28. RECORDKEEPING**

The County shall obtain written approval from the Department prior to the destruction of any documents related to this Agreement throughout the term of this Agreement and for a minimum of three (3) years after the Department submits final payment to the County for services, the County shall maintain all such records and documents including but not limited to records of costs incurred by the County, general accounting and all other supporting documents. Copies of these documents shall be furnished to Department upon request. The County shall provide the Department any and all reports, technical documents, and compliance documents related to this Agreement. Upon expiration of the three years and written request by the County, the Department's NPDES Administrator may approve in writing the destruction of documents.

**INTENDING TO BE BOUND**, the parties have executed this Agreement by their duly authorized representatives.

*- Signatures on Following Pages-*

**State of Florida Department of Transportation**

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

Printed Name: James T. Barfield, P.E.

Title: District Three Secretary

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

ATTEST:

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

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

Title: Executive Secretary

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

Legal Review:

\_\_\_\_\_  
Office of the General Counsel

**Board of County Commissioners  
Escambia County, Florida**

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

Lumon J. May, Chairman

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

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

By: \_\_\_\_\_  
Deputy Clerk

Approved as to form and legal  
sufficiency.

By/Title: [Signature]

Date: 11/18/13

**EXHIBIT A TO INTERLOCAL AGREEMENT  
BETWEEN  
ESCAMBIA COUNTY  
AND  
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
FOR SERVICES RELATED TO  
THE STORMWATER ELEMENT OF NPDES PROGRAM REQUIREMENTS**

County shall perform the services required under the following Parts of the Permit:

1. Table II.A.1.a. on page 15 only. During the course of its monitoring activities, County shall inspect the stormwater outfalls it is monitoring to determine if the outfalls are operating properly.
2. Part III.7.c on page 48 only.
3. Part III.8.a on pages 60, 63 and 64 only.
4. Part V on pages 74, 75 and 76.
5. Part VIII.B.3.b. & c., pages 83 and 84.
6. Part VIII.B.4, page 86.

The Department agrees to pay the County the amount of \$70,000.00 per year to compensate the County for the foregoing services to be invoiced as set forth in the Agreement.

The Department will provide the County with a list of locations for which the Department requests inspections. All inspections shall be conducted at locations within the Department's right of way. When performing services pursuant to this Agreement, the County will stay within the boundaries of the Department's right of way. If illicit discharges are encountered, the sole requirement under this Agreement is for the County's inspector to notify both the Department and an agency with enforcement powers under then current law.



# Florida Department of Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

Rick Scott  
Governor

Jennifer Carroll  
Lt. Governor

Herschel T. Vinyard Jr.  
Secretary

## NOTICE OF PERMIT

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

In the Matter of an  
Application for Permit by:

DEP File No. FLS000019-003  
Escambia County

Dear Applicant:

Enclosed is the revised DEP Permit Number FLS000019-003 to discharge stormwater from the Municipal Separate Storm Sewer Systems (MS4s) located within Escambia County, Florida, issued under Section 403.0885, Florida Statutes (F.S.) and DEP Rule 62-624, Florida Administrative Code (F.A.C.).

Any party to this order (permit) has the right to seek judicial review of the permit under Section 120.68, F.S., by the filing of a Notice of Appeal under Rule 9.110 of the Florida Rules of Appellate Procedure, with the Clerk of the Department of Environmental Protection, Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, FL 32303 and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The Notice of Appeal must be filed within thirty (30) days after this notice is filed with the Clerk of the Department.

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION

  
Mark P. Thomasson, P.E.  
Director

Division of Water Resource Management

FILING AND ACKNOWLEDGMENT

FILED, on this date, under Section 120.52(7), F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.

ERIC H LIVINGSTON  
Name of Department Clerk (print)  
Eric H Livingston 12/28/2011  
Signature Date

CERTIFICATE OF SERVICE

The undersigned duly designated Deputy Clerk hereby certifies that this NOTICE OF PERMIT and all copies were mailed by certified mail before the close of business on the date indicated below to the listed persons.

Heather Ritchie  
Name of Deputy Clerk (print)  
Heather Ritchie 12/28/2011  
Signature Date

Enc: State of Florida Municipal Separate Storm Sewer System Permit for Escambia County, FLS000019-003

Addressees: Honorable Freddie McCall, Town of Century  
Joy Blackmon, P.E., Escambia County  
James Barfield, P.E., Florida Department of Transportation (FDOT) District Three  
Alvin Coby, City of Pensacola

Cc: Jan Mandrup-Poulsen, Program Administrator, TMDL Section, DEP (via email)  
John Abendroth, Environmental Administrator, Watershed Planning and Coordination Section, DEP (via email)  
Sean Hamilton, Director, DEP Northwest District (via email)  
Guy Gowens, Director, Resource Regulation Division, Northwest Florida Water Management District (via email)  
Darryl Williams, USEPA Region IV (via email)  
Mike Mitchell, USEPA Region IV (via email)  
Susan Pope, USEPA Region IV (via email)  
Marjan Farzaad, USEPA Region IV (via email)  
U.S. Army Corps of Engineers  
U.S. Fish and Wildlife Service  
National Marine Fisheries Service  
Florida Game & Fresh Water Fish Commission, Office of Environmental Services

**STATE OF FLORIDA  
MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT**

**FACILITY NAME:** Escambia County MS4

**PERMIT NUMBER:** FLS000019-003 — MAJOR Facility

**ISSUANCE DATE:** January 1, 2012

**EXPIRATION DATE:** December 31, 2016

**PERMITTEES:**

Century, Town of  
Post Office Drawer 790  
Century, FL 32535

Escambia County  
1190 West Leonard Street  
Pensacola, FL 32501

Florida Department of Transportation  
District Three  
Post Office Box 607  
Chipley, FL 32428

Pensacola, City of  
222 West Main Street, 7<sup>th</sup> Floor  
Pensacola, FL 32502

This permit is issued pursuant to Section 403.0885, Florida Statutes (F.S.), and rules promulgated thereunder. The Department of Environmental Protection (Department) implements the stormwater element of the federal National Pollutant Discharge Elimination System (NPDES). The stormwater element of the federal NPDES program is mandated by Section 402(p) of the Clean Water Act (CWA), which is set out in the federal statutes at 33 U.S.C. Section 1342(p) and implemented through federal regulations including 40 Code of Federal Regulations (CFR) 122.26.

Authorized by Section 403.0885, F.S., the Department's federally approved NPDES stormwater program is set out in various provisions within Chapters 62-4, 62-620, 62-621 and 62-624 of the Florida Administrative Code (F.A.C.). Chapter 62-624, F.A.C., specifically addresses Municipal Separate Storm Sewer Systems (MS4s).

The above named permittees are hereby authorized to discharge stormwater to waters of the State, in accordance with the approved Stormwater Management Programs (SWMPs), effluent limitations, monitoring requirements, and other provisions as set forth in this permit, the application and other documents attached hereto or on file with the Department and made a part hereof, from all portions of the MS4 owned or operated by any permittee listed above.

**PART I. DISCHARGES AUTHORIZED UNDER THIS PERMIT****A. Permit Area.**

This permit covers all areas located within the political boundary of Escambia County that are served by the MS4s owned or operated by the permittees identified above.

**B. Authorized Discharges.**

Except for discharges prohibited under Part I.D, this permit authorizes all existing stormwater point source discharges to waters of the State from those portions of the MS4s owned or operated by the permittees. New stormwater discharges are authorized provided they meet all applicable requirements of the Northwest Florida Water Management District (NFWFMD) environmental resource permitting program authorized pursuant to Part IV of Chapter 373, F.S.



**C. Permittee Responsibility.**

1. Permittees are individually responsible for:
  - a. Compliance with permit conditions relating to discharges from portions of the MS4 where they are the operator;
  - b. Implementation of their SWMP on portions of the MS4 where they are the operator;
  - c. Where permit conditions are established for specific portions of the MS4, the permittees need only comply with the permit conditions relating to those portions of the MS4 for which they are the operator;
  - d. A plan of action to assume responsibility for implementation of stormwater management and monitoring programs on their portions of the MS4 should inter-jurisdictional agreements allocating responsibility between permittees be dissolved or in default. (See Part II.G.3 of this permit also.); and
  - e. Submission of annual reports as specified in Part VI (Reporting Requirements).
2. Permittees may be jointly responsible for:
  - a. Collection of monitoring data as required by Part V.B; and
  - b. Insuring implementation of system-wide management program elements, including any system-wide public education efforts.

**D. Limitations on Coverage.**

Pursuant to Section 403.0885, F.S., and rules promulgated thereunder, and consistent with Section 402(p)(3)(B)(ii) of the CWA, this permit must include a requirement to effectively prohibit non-stormwater discharges into the storm sewers within each permittee's MS4. Consequently, this permit does not authorize the following discharges:

1. *Non-stormwater*: Discharges of non-stormwater, except where such discharges are:
  - a. Authorized under the provisions of Chapter 373 or 403, F.S., or rules promulgated thereunder; or
  - b. Identified by and in compliance with Part II.A.7.a.
2. *Spills*: Discharges of material resulting from a spill, except where such discharges are:

- a. The result of an Act of God where reasonable and prudent measures have been taken to minimize the impact of the discharge; or
- b. An emergency discharge required to prevent imminent threat to human health or prevent severe property damage, where reasonable and prudent measures have been taken to minimize the impact of the discharge.

## **PART II. STORMWATER POLLUTION PREVENTION AND MANAGEMENT PROGRAMS**

Each permittee shall implement a Stormwater Management Program (SWMP) that shall include pollution prevention measures, treatment or removal techniques, stormwater monitoring, use of legal authority, and other appropriate means to control the quality of stormwater discharged from the MS4.

Controls and activities in the SWMP shall identify areas of permittee jurisdiction. The SWMP shall include controls necessary to effectively prohibit the discharge of non-stormwater into the MS4 and reduce the discharge of pollutants from the MS4 to the Maximum Extent Practicable (MEP). Compliance with the SWMP shall be reported annually in the ANNUAL REPORT discussed in Part VI of this permit.

Implementation of the SWMP may be achieved through participation with other permit holders, public agencies, or private entities in cooperative efforts to satisfy the requirements of Part II and Part III of the permit in lieu of creating duplicate program elements for each individual permittee. However, each permittee remains responsible for annually reporting on the program elements conducted by the other entity within its jurisdictional area and maintaining documentation of the activity. Each SWMP, taken as a whole, shall achieve the “effective prohibition” requirements and “MEP” standards from Section 402(p)(3)(B) of the CWA, as implemented pursuant to Section 403.0885, F.S., and rules promulgated thereunder.

Each SWMP covers the term of the permit and shall be updated as necessary, or as required by the Department, to ensure that it complies with Section 403.0885, F.S., and rules promulgated thereunder, and is consistent with Section 402(p)(3)(B) of the CWA. Modifications to the SWMP shall be made in accordance with Part II.G of this permit. Compliance with the SWMP and the compliance schedules in Part III shall be deemed in compliance with Parts II.A and II.B of the permit. The Florida Department of Transportation’s (FDOT) 2005 Statewide Stormwater Management Program for MS4 Permits, or the subsequent revised program that is submitted and approved by the Department, is hereby incorporated into this permit by reference, and thus its contents are enforceable elements of the permit. Specific components of the SWMP are identified in Parts II and III to serve as measurable and enforceable elements of this permit.

### **A. Stormwater Management Program (SWMP) Requirements.**

1. *Structural Controls and Stormwater Collection System Operation:* The MS4 and any stormwater structural control shall continue to be operated by the permittees in a manner to reduce the discharge of pollutants (including floatables) to the MEP.
  - a. Each permittee, except FDOT District Three, shall comply with the applicable inspection and maintenance requirements in Table II.A.1.a — Inspection And Maintenance Schedule For Structural Controls And Roadways for those controls operated by the permittee. FDOT District Three shall comply with the inspection and maintenance requirements in Table II.A.1.a, or with the inspection and maintenance schedule as

included in the revised and approved FDOT Statewide Stormwater Management Program that specifies minimum inspection frequencies.

**TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS**

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
<p>Dry Retention Systems</p> <p>New systems (i.e., those in operation after the effective date of the permit) →</p> <p>Existing systems without chronic problems →</p> <p>Existing systems with chronic problems that affect the permitted operation of the system →</p>	<p>Annually the first two years of operation</p> <p>Once every three years</p> <p>Annually until the chronic problems are corrected</p>	<ul style="list-style-type: none"> <li>Inspect the system for storage volume recovery within the permitted time, generally less than 72 hours. Dead or dying grass on the bottom and / or standing water following three or more days of dry weather is an indication of potential clogging and reduced infiltration capacity.</li> <li>Inspect and monitor sediment accumulation on the bottom or inflow / outflow to prevent loss of storage volume, clogging of the system or the inflow / outflow pipes.</li> <li>Inspect vegetation of bottom and side slopes to assure it is healthy, maintaining coverage, and that no erosion is occurring within the system.</li> <li>Inspect inflow and outflow structures, trash racks, and other components for signs of undercutting or piping, settling, or damage, and for accumulation of debris and trash that would cause clogging and adversely impact operation of the system.</li> <li>Inspect the system for potential mosquito breeding areas such as where standing water occurs after 72 hours or where cattails or other invasive vegetation becomes established.</li> <li>Note any signs of excessive petroleum hydrocarbon contamination and handle appropriately (3).</li> </ul>	<p>As needed based on inspection to assure proper operation</p>	<ul style="list-style-type: none"> <li>If needed, restore the infiltration capacity of the system by scraping, disking or otherwise aerating the bottom so that it meets the permitted recovery time for the required treatment volume.</li> <li>Remove accumulated sediment from the bottom and inflow and outflow pipes and dispose of properly. If possible, sediment removal should be done when the system is dry and when the sediments are cracking.</li> <li>Maintain healthy vegetative cover to prevent erosion in the bottom, side slopes or around inflow and outflow structures (4). Vegetation roots also help to maintain soil permeability. Mow as needed.</li> <li>Conduct repairs to prevent undercutting or piping. Remove trash and debris from inflow and outflow structures, trash racks, and other system components to prevent clogging or impeding flow.</li> <li>Eliminate mosquito breeding habitats.</li> </ul>

**TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS**

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
<p>Exfiltration Trench / French Drains</p> <p>New systems (i.e., those in operation after the effective date of the permit) →</p> <p>Existing systems without chronic problems →</p> <p>Existing systems with chronic problems that affect the permitted operation of the system →</p>	<p>Annually the first two years of operation</p> <p>Once every three years</p> <p>Annually until the chronic problems are corrected</p>	<ul style="list-style-type: none"> <li>Inspect facility for sediment accumulation in the pipe (when used) and for storage volume recovery (i.e., drawdown capacity). If present, observation wells and inspection ports should be checked following 3 days minimum dry weather. Failure to percolate stored runoff to the design treatment volume level within 72 hours indicates binding of soil in the trench walls and / or clogging of geotextile wrap with fine solids.</li> <li>Inspect appurtenances such as sedimentation and oil and grit separation traps or catch basins as well as diversion devices and overflow weirs when used. Diversion facilities and overflow weirs should be free of debris and ready for service. Sedimentation and oil / grit separators should be scheduled for cleaning when sediment depth approaches cleanout level. Cleanout levels should be established not less than 1 foot below the invert elevation of the chamber.</li> </ul>	<p>As needed based on inspection to assure proper operation</p>	<ul style="list-style-type: none"> <li>Conduct minor maintenance measures to restore infiltration rates to acceptable levels. This may include removal of accumulated sediments by mechanical or manual means.</li> <li>Major maintenance (total rehabilitation) is required to remove accumulated sediment in most cases or to restore recovery rate when minor measures are no longer effective or cannot be performed due to design configuration.</li> <li>Remove trash and debris from diversion facilities and overflow weirs. Clean out sedimentation and oil / grit separators when sediment depth approaches cleanout level and dispose of properly (3, 5).</li> <li>Remove debris from the outfall or “smart box” (diversion device in the case of off-line facilities).</li> </ul>

**TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS**

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
<p>Grass Treatment Swales (Dry)</p> <p>New systems (i.e., those in operation after the effective date of the permit) →</p> <p>Existing systems without chronic problems →</p> <p>Existing systems with chronic problems that affect the permitted operation of the system →</p>	<p>Annually the first two years of operation</p> <p>Once every three years</p> <p>Annually until the chronic problems are corrected</p>	<ul style="list-style-type: none"> <li>Inspect the swale for storage volume recovery within the permitted time, generally less than 72 hours. Dead or dying grass, cattails / aquatic vegetation in the swale and / or standing water following three or more days of dry weather is an indication of potential clogging and reduced infiltration capacity.</li> <li>Inspect the swales for debris or litter accumulation or damage to structures including diversion devices, inflow pipes, driveway culverts, and swale blocks.</li> <li>Inspect and monitor sediment accumulation in the swale or at inflows to prevent clogging of the swale or the inflow pipes.</li> <li>Inspect vegetation of bottom and side slopes to assure it is healthy, maintaining coverage, and that no erosion is occurring within the swale.</li> <li>Inspect the swale for potential mosquito breeding areas such as where standing water occurs after 72 hours or where cattails or other invasive vegetation becomes established.</li> <li>Inspect the swale to determine if parking, filling, excavation, construction of fences, or other objects are damaging or obstructing stormwater flow in the swales.</li> </ul>	<p>As needed based on inspection to assure proper operation</p>	<ul style="list-style-type: none"> <li>If needed, restore the infiltration capacity of the swale system by scraping, discing or otherwise aerating the bottom so that it meets the permitted recovery time for the required treatment volume.</li> <li>Remove trash and debris, especially from inflow or outflow structures, to prevent clogging or impeding flow. Repair any damages to structures within the swale system as needed to maintain proper operation.</li> <li>Remove accumulated sediment from the swale and inflow or outflows and dispose of properly (3, 5). If possible, sediment removal should be done when the swale is dry and when the sediments are cracking.</li> <li>Maintain healthy vegetative cover to prevent erosion of the swale bottom or side slopes (4). Mow grass as needed.</li> <li>Eliminate mosquito breeding habitats.</li> <li>Repair any damage to the swale system and remove fences or other obstructions that may have been built in the swale system.</li> </ul>

**TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS**

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
<p>Dry Detention Systems</p> <p>New systems (i.e., those in operation after the effective date of the permit) →</p> <p>Existing systems without chronic problems →</p> <p>Existing systems with chronic problems that affect the permitted operation of the system →</p>	<p>Annually the first two years of operation</p> <p>Once every three years</p> <p>Annually until the chronic problems are corrected</p>	<ul style="list-style-type: none"> <li>Inspect the system for storage volume recovery within the permitted time, generally less than 72 hours. Dead or dying grass on the bottom and / or standing water following three or more days of dry weather is an indication of potential clogging and reduced infiltration capacity.</li> <li>Inspect and monitor sediment accumulation on the bottom and at the inflow / outflow to prevent loss of storage volume, clogging of the system or the inflow / outfall pipes.</li> <li>Inspect vegetation of bottom and side slopes to assure it is healthy and maintaining coverage, no erosion is occurring, and excessive seepage that may indicate excessive ground water inflow is not occurring.</li> <li>Inspect inflow and outflow structures, trash racks, and other system components for signs of undercutting, piping, settling, or damage, and for accumulation of debris and trash that would cause clogging and adversely impact proper operation.</li> <li>Inspect the system for potential mosquito breeding areas such as where standing water occurs after 72 hours or where cattails or other invasive vegetation becomes established.</li> <li>Note any signs of excessive petroleum hydrocarbon contamination and handle appropriately (3).</li> </ul>	<p>As needed based on inspection to assure proper operation</p>	<ul style="list-style-type: none"> <li>If needed, restore the infiltration capacity of the system by scraping, discing or otherwise aerating the bottom so that it meets the permitted recovery time for the required treatment volume.</li> <li>Remove accumulated sediment from the system and inflow / outflow pipes and dispose of properly (3, 5). If possible, sediment removal should be done when the system is dry and when the sediments are cracking.</li> <li>Maintain healthy vegetative cover to prevent erosion in the bottom, side slopes or around inflow and outflow structures (4). Mow as needed. Monitor seepage and repair if needed.</li> <li>Conduct repairs to prevent undercutting, piping, or damage. Remove trash and debris from inflow and outflow structures, trash racks, and other system components to prevent clogging or impeding flow.</li> <li>Eliminate mosquito breeding habitats.</li> </ul>



**TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS**

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
<p>Wet Detention Systems</p> <p>New systems (i.e., those in operation after the effective date of the permit) →</p> <p>Existing systems without chronic problems →</p> <p>Existing systems with chronic problems that affect the permitted operation of the system →</p>	<p>Annually the first two years of operation</p> <p>Once every three years</p> <p>Annually until the chronic problems are corrected</p>	<ul style="list-style-type: none"> <li>Inspect the system for storage volume recovery within the permitted time frame.</li> <li>Inspect the system for excessive sediment accumulations that cause a 20% or more decrease in the wet detention system's permitted storage volume.</li> <li>Inspect inflow and outflow structures, trash racks, and other system components for signs of undercutting, piping, settling, or damage, and for accumulation of debris and trash that would cause clogging and adversely impact proper operation.</li> <li>Inspect vegetation on side slopes to assure it is healthy and maintaining coverage, and that no erosion is occurring.</li> <li>Inspect the wet detention system and, if applicable, littoral zone to assure that cattails or other invasive vegetation are not becoming established.</li> </ul>	<p>As needed based on inspection to assure proper operation</p>	<ul style="list-style-type: none"> <li>If required, take actions to assure that storage volume is recovered within the permitted time frame.</li> <li>Remove accumulated sediments to restore permitted storage volume and dispose of properly (3, 5).</li> <li>Conduct repairs to prevent undercutting, piping, or damage. Remove trash and debris from inflow and outflow structures, trash racks, and other system components to prevent clogging or impeding flow.</li> <li>Maintain healthy vegetative cover to prevent erosion of side slopes or around inflow and outflow structures (4). Remove any trees or shrubs that may have become established on the discharge structure embankment, if applicable.</li> <li>Remove cattails and other exotic vegetation from the littoral zone, if applicable, and replant appropriate vegetation if needed to meet littoral zone requirements (4).</li> </ul>

**TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS**

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
<p>Detention with Filtration Systems</p> <p>New systems (i.e., those in operation after the effective date of the permit) →</p> <p>Existing systems without chronic problems →</p> <p>Existing systems with chronic problems that affect the permitted operation of the system →</p>	<p>Annually the first two years of operation</p> <p>Once every 18 months</p> <p>Annually until the chronic problems are corrected</p>	<ul style="list-style-type: none"> <li>Inspect the system for storage volume recovery within the permitted time, generally less than 36 hours by assuring that filter system is flowing as designed.</li> <li>Inspect and monitor sediment accumulation in the detention system or inflow / outflow points to prevent loss of storage volume, clogging of the filter system or the inflow / outflow pipes.</li> <li>Inspect inflow and outflow structures, trash racks, and other components for signs of undercutting or piping, settling, or damage, and for accumulation of debris and trash that would cause clogging and adversely impact operation of the system.</li> <li>Inspect the system for potential mosquito breeding areas such as where cattails or other invasive vegetation becomes established.</li> </ul>	<p>As needed based on inspection to assure proper operation</p>	<ul style="list-style-type: none"> <li>If needed, restore the filtration capacity of the system by conducting appropriate maintenance of the filter system so that it meets the permitted recovery time for the required treatment volume.</li> <li>Remove accumulated sediment from the system and from inflow and outflow pipes and dispose of properly.</li> <li>Conduct repairs to prevent undercutting or piping. Remove trash and debris from inflow and outflow structures, trash racks, and other system components to prevent clogging or impeding flow.</li> <li>Eliminate mosquito breeding habitats.</li> </ul>

**TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS**

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
Alum Injection Systems	Monthly unless historic operation records demonstrate that a more or less frequent schedule is appropriate	<ul style="list-style-type: none"> <li>• Inspect pumps for proper operation.</li> <li>• Inspect alum storage tank to assure it has no leaks and that alum levels are appropriate for normal operation.</li> <li>• Inspect flow meters to assure they are operating properly.</li> <li>• Inspect computer and telemetry systems to assure they are operating properly.</li> <li>• If appropriate, inspect floc accumulation areas to assure proper collection and disposal of floc.</li> </ul>	As needed based on inspection to assure proper operation	<ul style="list-style-type: none"> <li>• Maintain or repair pump as needed to assure proper operation.</li> <li>• Order alum as needed to assure it is available during storms.</li> <li>• Maintain or repair flow meters as needed to assure proper operation.</li> <li>• Maintain or repair computer and telemetry system as needed to assure proper operation.</li> <li>• Dispose of floc properly as needed to assure proper operation.</li> </ul>

**TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS**

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
Pollution Control Boxes (e.g., baffle boxes, CDS units, hydrodynamic separators, catch basin inserts, etc.)	Quarterly, unless historic clean out operation records demonstrate that a more or less frequent schedule is appropriate	<ul style="list-style-type: none"> <li>Inspect inlets, outlets, and other system components for damage that would prevent proper flow conditions and operation.</li> <li>Inspect and monitor sediment accumulation in the pollution control box and at the inflow / outflow to prevent loss of storage volume, clogging of the inflow / outfall pipes.</li> <li>If applicable, inspect and monitor vegetation and debris accumulation in the pollution control box screens to prevent loss of storage volume or clogging of the system.</li> <li>If applicable, inspect absorbent materials used to trap hydrocarbons or bacteria to determine if they need replacement.</li> </ul>	As needed based on inspection to assure proper operation	<ul style="list-style-type: none"> <li>Repair any damage to assure proper flow conditions and operation.</li> <li>Remove accumulated sediment and dispose of properly.</li> <li>Remove accumulated vegetation and debris and dispose of properly (3, 5).</li> <li>Replace absorbent materials as required for proper operation.</li> <li>Follow all manufacture's recommended maintenance schedule and activities.</li> </ul>
Stormwater Pump Stations	Semi-annually and more frequently as needed	<ul style="list-style-type: none"> <li>Inspect pump for proper operation.</li> <li>Inspect inlets, bar screens (if used) and other associated components for debris or litter to assure that pump operates properly.</li> </ul>	As needed based on inspection to assure proper operation	<ul style="list-style-type: none"> <li>Maintain or repair pump as needed to assure proper operations.</li> <li>Remove debris, litter, and sediments as needed to assure proper operations. Properly dispose of the litter and debris collected. Properly dispose of sediment collected (3, 5).</li> </ul>

**TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS**

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
Major Stormwater Outfalls	Annually unless historic operation records demonstrate that a more or less frequent schedule is appropriate	<ul style="list-style-type: none"> <li>Inspect outfalls to assure they are not clogged with litter, debris, or sediment and they are flowing properly.</li> <li>Inspect for damaged headwalls, seepage around pipe, erosion of bank around outfall, erosion or sedimentation at outfall discharge point, and damage or clogged riprap.</li> </ul>	As needed based on inspection to assure proper operation	<ul style="list-style-type: none"> <li>Remove debris, litter, and sediments as needed to assure proper operations. Properly dispose of the litter and debris collected. Properly dispose of sediment collected (3, 5).</li> <li>Repair any structural damage to assure proper operation.</li> <li>Maintain healthy vegetative cover to prevent erosion of banks or areas near outfalls (4).</li> <li>Assure that discharges from outfalls are not causing erosion and sedimentation.</li> </ul>
Weirs, Channel Control Structures, or Other Control Structures Associated with Stormwater Structural Controls	Same as specified in this column for the type of stormwater control with which it is associated	<ul style="list-style-type: none"> <li>Inspect weirs / control structures for damage that would prevent proper flow conditions and operation.</li> <li>Inspect and monitor sediment accumulation behind weirs / control structures to prevent loss of storage volume and adverse impacts on flow and operation.</li> <li>Inspect and monitor litter / debris accumulation behind weirs / control structures to prevent loss of storage volume and adverse impacts on flow and operation.</li> </ul>	As needed based on inspection to assure proper operation	<ul style="list-style-type: none"> <li>Repair any damages to weirs / control structures as needed to assure proper flow conditions and operation.</li> <li>Remove accumulated sediments to restore permitted storage volume and dispose of properly (3, 5).</li> <li>Remove litter / debris as needed to assure proper flow conditions and operation and dispose of properly.</li> </ul>

**TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS**

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
Pipes / Culverts	Inspect a minimum of 10% of the total number of structures each year. All of the structures shall be inspected at least once over two consecutive permit cycles (every 10 years).	<ul style="list-style-type: none"> <li>• Inspect pipes and culverts for structural deficiencies or damage that would prevent proper flow conditions and operation.</li> <li>• Inspect pipes and culverts to monitor sediment accumulation to prevent loss of storage volume and adverse impacts on flow and operation.</li> <li>• Inspect pipes and culverts to monitor vegetation and litter / debris accumulation to prevent loss of storage volume and adverse impacts on flow and operation.</li> <li>• Inspections of pipes and culverts can be done through a variety of methods, such as visual observations during normal operating conditions, TVing, mirroring, or other appropriate methods as set forth in the stormwater system operation and maintenance SOPs.</li> </ul>	As needed based on inspection to assure proper operation	<ul style="list-style-type: none"> <li>• Repair any damages to pipes or culverts as needed to assure proper flow conditions and operation.</li> <li>• Remove accumulated sediments as needed to assure proper flow conditions and operation. Dispose of collected sediments properly (3, 5).</li> <li>• Remove vegetation and litter / debris as needed to assure proper flow conditions and operation and dispose of properly.</li> </ul>

**TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS**

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
Storm Sewer Inlets, Catch Basins, Grates, Ditches, Conveyance Swales, and Other Stormwater Conveyances	Inspect a minimum of 10% of the total number of structures each year. All of the structures shall be inspected at least once over two consecutive permit cycles (every 10 years).	<ul style="list-style-type: none"> <li>Inspect for damage that would prevent proper flow conditions and operation.</li> <li>Inspect and monitor sediment accumulation to prevent loss of storage volume and adverse impacts on flow and operation.</li> <li>Inspect and monitor litter / debris accumulation to prevent loss of storage volume and adverse impacts on flow and operation.</li> <li>Inspect vegetation on bottom and side slopes of conveyances to assure it is healthy, maintaining coverage, and that no erosion is occurring within the conveyance system.</li> </ul>	As needed based on inspection to assure proper operation	<ul style="list-style-type: none"> <li>Repair any damages to weirs / control structures as needed to assure proper flow conditions and operation.</li> <li>Remove accumulated sediments to restore permitted storage volume and dispose of properly (3, 5).</li> <li>Remove litter / debris as needed to assure proper flow conditions and operation and dispose of properly.</li> <li>Maintain healthy vegetative cover to prevent erosion of the conveyance bottom or side slopes (4).</li> </ul>

- Notes:**
- (1) The structural controls listed herein are not intended to be a complete listing of all stormwater structures owned and operated by the permittee. The permittee is responsible to perform and record inspections and maintenance of all structures that comprise its municipal separate storm sewer system.
  - (2) The inspection and maintenance activities in the third and fifth columns of this table are not intended to address every possible inspection need or maintenance activity that may be required to assure that an existing structural control continues to function properly or as permitted.
  - (3) Excessive petroleum hydrocarbon contamination can present severe sediment disposal / cleanup problems. Evidence of such pollution includes very dark oily stains, particularly at inlet and outlet structures and strong odors of gasoline, etc. The source of such pollutant discharges to the MS4 should be determined and removed if possible. Otherwise, pretreatment practices

should be used as necessary to insure that stormwater runoff is not contaminated beyond levels normally observed in runoff from highways and parking lots.

- (4) Use only pesticides approved by USEPA and FDACS for aquatic sites to control weed pests in and around treatment facilities. Use of pesticides and chemicals for the control of invasive species and common undesirable aquatic plants should be minimized. Careful herbicide selection and application is essential to minimize harm to desirable plants and animals. If done on a routine basis mechanical removal can help control unwanted aquatics and minimize the use of chemicals. However, experienced trained applicators can selectively control many undesirable plants with minimum harm to desirable vegetation and possible downstream contamination. The Florida Fish and Wildlife Conservation Commission's Bureau of Invasive Plant Management and / or the County Extension Office should be contacted for assistance.

Supplemental nutrients (fertilizer) should be used as needed to establish and maintain healthy and vigorous cover on the banks of treatment facilities. However, normal rates of fertilization should be lowered in the immediate vicinity of treatment facilities to avoid over-enrichment of the soil and adjacent waters. Apply supplemental nutrients only when grass shows signs of distress once ground cover is well established. Clippings should not go into the water and should be removed periodically to prevent the buildup of nutrients in vegetation subject to periodic or frequent inundation.

Problem areas susceptible to chronic erosion require more intense measures for protection and establishment of permanent vegetative cover. These special considerations may include the use of sod in lieu of seeding and / or the use of higher rates of soil amendments and supplemental moisture during dry weather conditions to insure more rapid establishment or vigorous growth in bank vegetation. Experts in soil conservation are available for assistance by contacting the Natural Resources Conservation Service with the USDA.

- (5) Solids disposal. Stormwater system sediments including street sweepings, catch basin sediments, collected screenings, slurry, sludge, and other solids shall be handled and disposed of pursuant to Department rules and guidance, which is available at: [www.dep.state.fl.us/waste/quick\\_topics/publications/shw/solid\\_waste/GuidanceForSt-Sweep050304Final.pdf](http://www.dep.state.fl.us/waste/quick_topics/publications/shw/solid_waste/GuidanceForSt-Sweep050304Final.pdf).



1. *Structural Controls and Stormwater Collection System Operation: (continued)*
  - b. Additionally, to satisfy the requirements of this section, the permittees shall continue to implement the SWMP elements identified in Part III.A.1 of this permit.
2. *Areas of New Development and Significant Redevelopment:* The permittees shall continue the comprehensive master planning process (or equivalent) to reduce the stormwater discharge of pollutants from MS4s, which receive discharges from areas of new development and significant redevelopment, after construction is completed to the MEP.
  - a. To satisfy the requirements of this section, the permittees shall continue to implement the SWMP elements identified in Part III.A.2 of this permit.
3. *Roadways:* Public streets, roads, and highways, including rights-of-way, shall continue to be operated and maintained by the permittees in a manner to reduce the discharge of pollutants in stormwater to the MEP.
  - a. To satisfy the requirements of this section, the permittees shall continue to implement the SWMP elements identified in Part III.A.3 of this permit.
4. *Flood Control Projects:* The permittees shall continue to assure that flood management projects assess the impacts on the water quality of receiving water bodies and meet current Environmental Resource Permitting rules of the Northwest Florida Water Management District for stormwater treatment. Existing structural flood control devices shall be evaluated to determine if retrofitting the device to provide additional pollutant removal from stormwater is needed or feasible.
  - a. To satisfy the requirements of this section, the permittees shall continue to implement the SWMP elements identified in Part III.A.4 of this permit.
5. *Municipal Waste Treatment, Storage, or Disposal Facilities Not Covered By An NPDES Stormwater Permit:* The permittees shall continue to implement a program to reduce pollutants in stormwater discharges from facilities that handle municipal waste not covered by an NPDES stormwater permit through procedures to evaluate, inspect, and monitor these facilities to the MEP.
  - a. To satisfy the requirements of this section, the permittees shall continue to implement a program as identified in Part III.A.5 of this permit.
6. *Pesticide, Herbicide, and Fertilizer Application:* The permittees shall continue to implement controls to reduce the stormwater discharge of pollutants related to the storage and application of pesticides, herbicides, and fertilizers applied by employees or contractors to public property to the MEP.

- a. To satisfy the requirements of this section, the permittees shall continue to implement the SWMP elements identified in Part III.A.6 of this permit.
7. *Illicit Discharges and Improper Disposal:* The permittees shall continue the ongoing program to detect and eliminate (or require the discharger to the MS4 to eliminate) illicit discharges and improper disposal into the MS4 to reduce pollutants discharged to the MS4 to the MEP.
- a. *Inspection, Ordinances, and Enforcement Measures:* Non-stormwater discharges to the MS4 shall continue to be effectively prohibited by the permittees through the use of inspections, ordinances, and enforcement. The permittees, however, may allow the following non-stormwater discharges to the MS4 where they are not identified as a source of pollutants to waters of the State:
    - Water line flushing;
    - Landscape irrigation;
    - Diverted stream flows;
    - Rising ground waters;
    - Uncontaminated ground water infiltration (as defined at 40 CFR 35.2005(20)) to separate storm sewers;
    - Uncontaminated pumped ground water;
    - Discharges from potable water sources;
    - Foundation drains;
    - Air conditioning condensate;
    - Irrigation water;
    - Springs;
    - Water from crawl space pumps;
    - Footing drains;
    - Lawn watering;
    - Individual residential car washing;
    - Flows from riparian habitats and wetlands;
    - Dechlorinated swimming pool discharges;
    - Street wash waters;
    - Discharges or flows from emergency fire fighting activities;
    - Reclaimed water line flushing authorized pursuant to a permit issued under the authority of Rule 62-610, F.A.C.; and
    - Flows from uncontaminated roof drains.

To satisfy the requirements of this section, the permittees identified in Part III.A.7.a of the permit shall:

- (1) Continue assessment of the non-stormwater discharges listed under Part II.A.7.a (above), as well as any other non-stormwater discharges, which will be allowed to be discharged to the MS4.

- (2) Continue to enforce ordinances that prohibit illicit connections and illegal dumping into the MS4, as per the schedule in Part III.A.7.a of this permit.
- b. *Dry Weather Field Screening Program:* \*\*\*RESERVED\*\*\* Florida's hydrologic and water table conditions make dry weather field screening impossible in many areas. Instead, the Department has concluded that more environmental benefits can be achieved through the implementation of a proactive illicit discharge detection program, which is set forth in the remaining sections of Part II.A.7 of this permit. The permittees performed dry weather field screening during their first permit term. The Department shall incorporate additional dry weather field screening into the permit as necessary.
- c. *Inspection and Investigation of Suspected Illicit Discharges and / or Improper Disposal:* The permittees shall continue to implement the program developed to identify and eliminate source(s) of illicit discharges, illicit connections and dumping to the MS4 through a proactive inspection schedule and through reactive investigations into reports of suspected illicit activity.
  - (1) To satisfy the requirements of this section, the permittees shall continue to implement the SWMP elements identified in Part III.A.7.c of this permit.
- d. *Spill Prevention and Response:* The permittees shall continue to implement procedures to prevent, contain, and respond to spills that may discharge into the MS4.
  - (1) To satisfy the requirements of this section, the permittees shall continue to implement the SWMP elements identified in Part III.A.7.d of this permit.
- e. *Public Notification:* The permittees shall continue to implement a program to promote, publicize, and facilitate public reporting of illicit discharges.
  - (1) To satisfy the requirements of this section, the permittees shall continue to implement the SWMP elements identified in Part III.A.7.e of this permit.
- f. *Oils, Toxics, and Household Hazardous Waste Control:* The permittees shall continue to effectively prohibit the discharge or disposal of used motor vehicle fluids, household hazardous wastes, and lead acid batteries into the MS4.

- (1) To satisfy the requirements of this section, the permittees shall continue to implement the SWMP elements identified in Part III.A.7.f of this permit.
- g. *Limitation of Sanitary Sewer Seepage:* The permittees shall continue to prevent (or require the operator of the sanitary sewer to eliminate) unpermitted discharges of dry and wet weather overflows from sanitary sewers into the MS4. Each permittee shall eliminate the inflow / infiltration from collection / transmission systems and / or septic tanks into the MS4 to the MEP.
  - (1) To satisfy the requirements of this section, the permittees shall continue to implement the SWMP elements identified in Part III.A.7.g of this permit.
8. *Industrial and High Risk Runoff:* The permittees shall continue to implement a program to identify and control pollutants in stormwater discharges to the MS4 to the MEP from any operating municipal landfill(s); hazardous waste treatment, storage, disposal and recovery facilities; facilities that are subject to EPCRA Title III, Section 313; and any other industrial or commercial discharge that the permittees determine is contributing a substantial pollutant loading to the MS4.

To satisfy the two (2) requirements of this section:

- a. *Identification of Priorities and Procedures for Inspections:* The permittees shall implement the SWMP elements identified in Part III.A.8.a of this permit.
  - b. *Monitoring of High Risk and Industrial Facilities:* The permittees shall implement the SWMP elements identified in Part III.A.8.b of this permit.
9. *Construction Site Runoff:* The permittees shall continue to implement a program to reduce the discharge of pollutants from construction sites to the MEP.
    - a. *Site Planning and Non-structural & Structural Best Management Practices:* The permittees shall continue to require the use and maintenance of appropriate structural and non-structural best management practices to reduce pollutants discharged to the MS4 during the time of construction.
      - (1) To satisfy the requirements of this section, the permittees shall implement the SWMP elements identified in Part III.A.9.a of this permit.
    - b. *Inspection and Enforcement:* The permittees shall continue to implement a program for inspecting construction sites and enforcing the requirements for stormwater runoff control measures.

(1) To satisfy the requirements of this section, the permittees shall implement the SWMP elements identified in Part III.A.9.b of this permit.

c. *Site Operator Training:* The permittees shall continue to provide appropriate education and training measures for those associated with the review, implementation, and inspection of proper stormwater, erosion, and sedimentation control measures at construction sites.

(1) To satisfy the requirements of this section, the permittees shall implement the SWMP elements identified in Part III.A.9.c of this permit.

**B. Area-specific Stormwater Management Program Requirements.**

\*\*\*RESERVED\*\*\* This section may be reopened or revised in accordance with Part VII of this permit.

**C. Deadlines for Program Compliance.**

Except as provided in Part III, compliance with the SWMP shall be required upon permit issuance.

**D. Roles and Responsibilities of Permittees.**

The SWMP, together with any interagency agreements or interagency agreements developed subsequent to the effective date of the permit, shall clearly identify the roles and responsibilities of the permittee, where applicable.

**E. Legal Authority.**

To the extent allowed by law, each permittee shall continue to ensure legal authority to control discharges to and from those portions of the MS4 over which it has jurisdiction. This legal authority may be a combination of statute, ordinance, permit, contract, order or inter-jurisdictional agreements between permittees with adequate existing legal authority to accomplish Items 1 - 6 below. A permittee can rely on the legal authority of another entity if it allows the permittee, or another entity under a written agreement, to effectively prohibit and enforce as necessary.

1. Control the contribution of pollutants to the MS4 by stormwater discharges associated with industrial activity, including construction sites, and the quality of stormwater discharged from these facilities / sites;
2. Prohibit illicit discharges and illicit connections to the MS4;

3. Control the discharge of spills and the dumping or disposal of materials other than stormwater (e.g., industrial and commercial wastes, trash, used motor vehicle fluids, leaf litter, grass clippings, animal wastes, etc.) into the MS4;
4. Control through interagency or inter-jurisdictional agreements between permittees the contribution of pollutants from one portion of the MS4 to another;
5. Require compliance with conditions in ordinances, permits, contracts or orders; and
6. Carry out all inspection, surveillance and monitoring procedures necessary to determine compliance with permit conditions.

**F. Stormwater Management Program Resources.**

Each permittee shall undertake annually an analysis of the financial and staffing resources needed to successfully implement its activities under its SWMP. If program resources have been decreased from the previous year, a discussion of the impacts on the implementation of the SWMP shall be provided. Each permittee shall also have a source of funding for implementing all the other requirements included within this permit.

**G. Stormwater Management Program Review and Modification.**

1. *Program Review:* Each permittee shall continue to participate in an annual review of the current SWMP in conjunction with preparation of the ANNUAL REPORT required under Part VI of the permit.
2. *Program Modification:* Each permittee may modify its SWMP during the life of the permit in accordance with the following procedures:
  - a. Modifications adding (but not subtracting nor replacing) components, controls, or requirements to the approved SWMP may be made by the permittees at any time. A description of the modification shall be included within the subsequent ANNUAL REPORT.
  - b. Modifications replacing or deleting components, controls, or requirements (such as an ineffective or unfeasible BMP or maintenance schedule) with an alternate BMP or schedule may be requested by the permittees in any ANNUAL REPORT. A description of the replacement BMP or schedule shall be included in the ANNUAL REPORT along with the following information:
    - (1) An analysis of why the former BMP or schedule was ineffective or infeasible (including cost prohibitive);

- (2) Expectations on the effectiveness of the replacement BMP or schedule; and
    - (3) An analysis of why the replacement BMP or schedule is expected to achieve the goals of the BMP that was replaced.
  - c. Written approval from the Department must be received prior to implementing a modification requested pursuant to sub-paragraph b., above.
  - d. Modifications requested within the ANNUAL REPORT shall be signed in accordance with Rule 62-620.305, F.A.C., by the directly affected permittees, and shall include a certification that all affected permittees were given an opportunity to comment on proposed changes.
3. *Transfer of Ownership, Operational Authority, or Responsibility for Stormwater Management Program Implementation:* The permittees shall implement the SWMP on all new areas added to their portion of the MS4 (or for which they become responsible for implementation of stormwater quality controls) as expeditiously as practicable. Transfer of ownership shall be in accordance with Rule 62-620.610(14), F.A.C.

**H. Recordkeeping Requirements.**

The permittees shall maintain the following records for the MS4 for a minimum of three years from the date the report or record was prepared including:

1. Copies of all reports required by this permit;
2. All SWMP operation and maintenance records;
3. All sampling and analytical records;
4. Records of all data, including reports and documents used to complete the application for the permit; and
5. All original recordings for any continuous monitoring instrumentation.

**PART III. SCHEDULES FOR IMPLEMENTATION AND COMPLIANCE**

The permittees shall comply with the following schedules for SWMP implementation and permit compliance.

**A. Implementation of Stormwater Management Programs.**

<b>STORMWATER MANAGEMENT PROGRAM:</b>		
<b>1. <i>Structural Controls and Stormwater Collection Systems Operation.</i></b>		
<b>PERMITTEE</b>	<b>ACTIVITY</b>	<b>REPORTING REQUIREMENT</b>
ALL	Maintain an up-to-date inventory of the structural controls and roadway stormwater collection structures operated by the permittee, including, at a minimum, all of the types of control structures listed in Table II.A.1.a of the permit. Update MS4 mapping, as needed.	Report the current known inventory in each ANNUAL REPORT.
	Provide an inventory of all known major outfalls covered by the permit and a map depicting the location of the major outfalls (hard copy or CD-ROM).	Provide the outfall inventory and map with the Year 1 ANNUAL REPORT.



<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>1.      <i>Structural Controls and Stormwater Collection Systems Operation.</i></b>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
<p>ALL Except FDOT District Three</p>	<p>Annually review (and revise, as needed) and implement the permittee's written Standard Operating Procedures to conduct inspections and maintenance of the structural controls and roadway stormwater collection systems operated by the permittee in accordance with Table II.A.1.a of the permit to reduce pollutants, including floatables, in discharges from the MS4.*</p> <p>Maintain an internal record keeping system to schedule and document inspections and maintenance activities conducted on the structural controls and roadway stormwater collection structures operated by the permittee.</p> <p>If these activities are conducted by another entity under a contractual agreement, then the permittees shall retain copies of the contractual agreement that specifies the schedule and frequency of the inspection and maintenance activities to be conducted.</p> <p>*(The permittee shall continue implementation of any existing procedures until such procedures are revised. If the permittee does not already have written Standard Operating Procedures in place, they shall be developed and implemented within 12 months of the date of permit issuance.)</p>	<p>Report the number of inspection and maintenance activities conducted for each type of structure included in Table II.A.1.a, and the percentage of the total inventory of each type of structure inspected and maintained, in each ANNUAL REPORT.</p> <p>If the minimum inspection frequencies set forth in Table II.A.1.a were not met, provide as an attachment an explanation of why they were not and a description of the actions that will be taken to ensure that they will be met in each ANNUAL REPORT.</p>

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>1.      <i>Structural Controls and Stormwater Collection Systems Operation.</i></b>		
<b>PERMITTEE</b>	<b>ACTIVITY</b>	<b>REPORTING REQUIREMENT</b>
FDOT District Three	<p>Annually review (and revise, as needed) and implement the permittee's written Standard Operating Procedures to conduct inspections and maintenance of the structural controls and roadway stormwater collection systems operated by the permittee in accordance with Table II.A.1.a of the permit, or as included in the revised and approved FDOT Statewide Stormwater Management Program (SSWMP) that specifies minimum inspection frequencies, to reduce pollutants, including floatables, in discharges from the MS4.*</p> <p>Maintain an internal record keeping system to schedule and document inspections and maintenance activities conducted on the structural controls and roadway stormwater collection structures operated by the permittee.</p> <p>If these activities are conducted by another entity under a contractual agreement, then the permittees shall retain copies of the contractual agreement that specifies the schedule and frequency of the inspection and maintenance activities to be conducted.</p> <p>*(The permittee shall continue implementation of any existing procedures until such procedures are revised. If the permittee does not already have written procedures and Standard Operating Procedures in place, they shall be developed and implemented within 12 months of the date of permit issuance.)</p>	<p>Report the number of inspection and maintenance activities conducted for each type of structure included in Table II.A.1.a, and the percentage of the total inventory of each type of structure inspected and maintained, in each ANNUAL REPORT.</p> <p>If the minimum inspection frequencies set forth in Table II.A.1.a or the revised and approved SSWMP that specifies minimum inspection frequencies were not met, provide as an attachment an explanation of why they were not and a description of the actions that will be taken to ensure that they will be met in each ANNUAL REPORT.</p>

STORMWATER MANAGEMENT PROGRAM:		
2. <i>Areas of New Development and Significant Redevelopment.</i>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL Except FDOT District Three	<p>Continue to adhere to the policies of the permittee's current Comprehensive Plan (or similar document) and the requirements of local codes and regulations, as well as development review and permitting procedures, that incorporate stormwater quality considerations into land-use planning and development activities to reduce pollutants in stormwater discharges from areas of new development and significant redevelopment, and guide new development away from environmentally sensitive areas. The comprehensive planning process shall limit the increases in the discharge of pollutants in stormwater as a result of new development, and shall reduce the discharge of pollutants in stormwater from redeveloped areas, consistent with the requirements set forth in the Environmental Resource Permitting rules of the Northwest Florida Water Management District.</p> <p>Maintain documentation of the new development and significant redevelopment project review activity.</p>	Report the number of significant redevelopment projects reviewed by the permittee for post-development stormwater considerations in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM: 2. <i>Areas of New Development and Significant Redevelopment.</i>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL Except FDOT District Three	<p>Conduct an inter-departmental review of the permittee's current local codes and land development regulations to identify potential changes to existing codes and regulations that will further reduce the stormwater impacts of new development and areas of significant redevelopment. In particular, focus on changes to the code that will promote: reductions in impervious surfaces, the use of swales, the incorporation of low impact development principles, reduction in flow and volume of stormwater, increase in natural hydrology, and adherence to the principles of the Florida Yards and Neighborhoods program in new landscaping.</p> <p>Develop a summary report of the review activity that includes the following information: all applicable local code and regulation citations reviewed (both current and draft); a description of the current and proposed techniques aimed at reducing the stormwater impacts of new development and areas of significant redevelopment that are included within the applicable codes and regulations; a description of innovative stormwater planning techniques, including those described above, recommended for possible future incorporation into the codes and regulations (beyond what may be currently in draft); and, a plan for implementing changes to codes and regulations.</p> <p>In addition, develop a follow-up report that summarizes plan implementation to change the local codes and regulations and promote reducing stormwater impacts from new development and areas of significant redevelopment.</p>	<p>Provide in the Year 2 ANNUAL REPORT the summary report of the review activity.</p> <p>Provide in the Year 4 ANNUAL REPORT the follow-up report on plan implementation.</p>

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>2. <i>Areas of New Development and Significant Redevelopment.</i></b>		
<b>PERMITTEE</b>	<b>ACTIVITY</b>	<b>REPORTING REQUIREMENT</b>
FDOT District Three	<p>Continue to employ the FDOT Drainage Connection Permit (DCP) requirements to ensure that appropriate stormwater treatment and permitting occurs prior to discharge into the FDOT system. FDOT shall refer connecting entities failing to meet the DCP requirements or maintain the discharge of acceptable water quality, after sufficient warning by FDOT, to DEP and / or the Northwest Florida Water Management District to regulate the stormwater quality through local or State rules, ordinances, and codes.</p> <p>Maintain documentation of the enforcement referrals.</p>	Report the number of enforcement referrals completed in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM: 3. <i>Roadways.</i>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL	<p>Annually review (and revise, as needed) and implement the permittee's written procedures for the litter control program(s) for public streets, roads, and highways, including rights-of-way, employed within the permittee's jurisdictional area and properly dispose of collected material. Implement the program on a monthly, or on an as needed, basis.</p> <p>Maintain documentation of the litter control program activities.</p> <p>*(The permittee shall continue implementation of any existing procedures until such procedures are revised. If the permittee does not already have written procedures in place, they shall be developed and implemented within 12 months of the date of permit issuance.)</p>	Report on the litter control program, including the frequency of litter collection, an estimate of the total number of road miles cleaned or amount of area covered by the activities, and an estimate of the quantity of litter collected, in each ANNUAL REPORT.
	<p>In addition to the litter collection program implemented by personnel, consider actively promoting and coordinating an "Adopt-A-Road" program (or similar program) where volunteers collect litter and trash along roadways within the permittee's jurisdictional area. This activity may be accomplished through cooperative efforts with other permittees, public agencies, or private entities.</p> <p>Maintain documentation of the Adopt-A-Road (or similar program) activities.</p>	If an Adopt-A-Road or similar program is implemented, report the total number of road miles cleaned and an estimate of the quantity of litter collected, in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:		
3. <i>Roadways.</i>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL	<p>Annually review (and revise, as needed) and implement the permittee's written procedures for the street sweeping program for highways and streets, including rights-of-way, with curbs and gutters employed within the permittee's jurisdictional area and properly dispose of collected material. The procedures shall include the criteria for determining which roadways will be swept and the frequency of sweeping and the method for quantifying and tracking the amount of material removed by the street sweepers.</p> <p>The permittees shall use the results of the completed Florida Stormwater Association MS4 Project to calculate the total nitrogen (TN) and total phosphorus (TP) load reductions. A permittee may also use results from a similar study if it is approved by the Department prior to doing the load calculations.</p> <p>Maintain documentation of the street sweeping program activities.</p> <p>*(The permittee shall continue implementation of any existing procedures until such procedures are revised. If the permittee does not already have written procedures in place, they shall be developed and implemented within 12 months of the date of permit issuance. A permittee that does not have a street sweeping program shall provide an explanation of why no program is necessary or possible. The explanation shall include the alternate BMPs used or planned to offset the load reductions not achieved through street sweeping.)</p>	<p>Report on the street sweeping program, including the frequency of the sweeping, total miles swept, an estimate of the quantity of sweepings collected, and the total nitrogen (TN) and total phosphorus (TP) loadings that were removed by the collection of sweepings, in each ANNUAL REPORT.</p> <p>If no street sweeping program is implemented, provide the explanation of why not in the Year 1 ANNUAL REPORT.</p>

STORMWATER MANAGEMENT PROGRAM:		
3. Roadways.		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL	<p>Annually review (and revise, as needed) and implement the permittee's written standard practices to reduce the pollutants in stormwater runoff from areas associated with road repair and maintenance, and from permittee-owned or operated equipment yards and maintenance shops that support road maintenance activities.*</p> <p>The pollution prevention practices during road repair shall include limiting the amount of soil disturbance to the immediate area under repair and using appropriate stormwater, erosion, and sedimentation control BMPs from the <i>Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual</i> (Florida DEP, 2008) and from the <i>State of Florida Erosion and Sediment Control Design and Review Manual</i>, (FDOT, 2007) (or comparable document) until disturbed areas are stabilized.</p> <p>The permittee shall identify the equipment yards and maintenance shops that support road maintenance activities, and shall determine the necessary control measures and procedures to be employed at each facility through annual site inspections. Maintain documentation of the inspections that demonstrates the stormwater concerns reviewed and the appropriate control measures and procedures implemented or needing to be implemented.</p> <p>*(The permittee shall continue implementation of any existing procedures until such procedures are revised. If the permittee does not already have written standard practices in place, they shall be developed and implemented within 12 months of the date of permit issuance.)</p>	Report the number of applicable facilities and the number of inspections conducted for each facility in each ANNUAL REPORT.



STORMWATER MANAGEMENT PROGRAM: 4. <i>Flood Control Projects.</i>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL	<p>Stormwater treatment shall be provided for all flood management projects undertaken by the permittee as required by the Environmental Resource Permitting rules of the Northwest Florida Water Management District. Continue to maintain a list of stormwater capital improvement projects proposed by the Stormwater Management Master Plan or Basin Master Planning studies (or a similar document). Include in the project list any retrofits of existing structural flood control devices to provide additional pollutant removal from stormwater.</p> <p>Existing structural flood control devices shall be evaluated to determine if retrofitting the device to provide additional pollutant removal from stormwater is needed or feasible.</p>	<p>Report the total number of flood control projects that were constructed by the permittee during the reporting period and the number of those projects that did NOT include stormwater treatment, in each ANNUAL REPORT. The permittee shall provide a list of the projects where stormwater treatment was not included with an explanation for each of why it was not. Report on any stormwater retrofit planning activities and the associated implementation of retrofitting projects to reduce stormwater pollutant loads from existing drainage systems that do not have treatment BMPs.</p>

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>5. <i>Municipal Waste Treatment, Storage, or Disposal (TSD) Facilities Not Covered By An NPDES Stormwater Permit.</i></b>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
<p>ALL Except FDOT District Three</p>	<p>Annually review (and revise, as needed) and implement the permittee's written procedures for inspections and the implementation of measures to control discharges from the following facilities that are not otherwise covered by an NPDES stormwater permit: *</p> <ul style="list-style-type: none"> <li>• Operating municipal landfills;</li> <li>• Municipal waste transfer stations;</li> <li>• Municipal waste fleet maintenance facilities; and</li> <li>• Any other municipal waste treatment, waste storage, and waste disposal facilities.</li> </ul> <p>The permittee shall identify the applicable facilities and shall determine the necessary control measures and procedures to be employed at each facility through annual site inspections. Site specific monitoring may be required as detailed in Part III.A.8.b.</p> <p>Maintain documentation of the inspections that demonstrates the stormwater concerns reviewed and the appropriate pollution control measures and procedures implemented or needing to be implemented.</p> <p>*(The permittee shall continue implementation of any existing procedures until such procedures are revised. If the permittee does not already have written procedures in place, they shall be developed and implemented within 12 months of the date of permit issuance.)</p>	<p>Report the number of applicable facilities and the number of inspections conducted for each facility in each ANNUAL REPORT.</p>

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>5. <i>Municipal Waste Treatment, Storage, or Disposal (TSD) Facilities Not Covered By An NPDES Stormwater Permit.</i></b>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
FDOT District Three	<p>Develop, annually review (and revise, as needed), and implement written procedures for inspections and the implementation of measures to control discharges from the following facilities that are not otherwise covered by an NPDES stormwater permit:*</p> <ul style="list-style-type: none"> <li>• FDOT waste transfer stations;</li> <li>• FDOT waste fleet maintenance facilities; and</li> <li>• Any other FDOT waste treatment, waste storage, and waste disposal facilities.</li> </ul> <p>The permittee shall identify the applicable facilities and shall determine the necessary control measures and procedures to be employed at each facility through annual site inspections.</p> <p>Maintain documentation of the inspections that demonstrates the stormwater concerns reviewed and the appropriate pollution control measures and procedures implemented or needing to be implemented.</p> <p>*(The permittee shall continue implementation of any existing procedures until such procedures are revised. If the permittee does not already have written procedures in place, they shall be developed and implemented within 12 months of the date of permit issuance.)</p>	Report the number of applicable facilities and the number of inspections conducted for each facility in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:		
6. <i>Pesticides, Herbicides, and Fertilizer Application.</i>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL	<p>Continue to require proper certification and licensing by the Florida Department of Agriculture and Consumer Services (FDACS) for all applicators contracted to apply pesticides or herbicides on permittee-owned property, as well as any permittee personnel employed in the application of these products.</p> <p>Maintain a list of the permittee personnel applicators and contracted commercial applicators of pesticides and herbicides who are FDACS certified / licensed.</p> <p>By January 1, 2014, all permittee personnel applying fertilizer shall be trained through the Green Industry BMP Program. By that same date, a permittee who contracts the application of fertilizer shall use only commercial applicators of fertilizer who have been trained through the Green Industry BMP Program and have obtained a limited certification for urban landscape commercial fertilizer application under Section 482.1562, F.S.</p> <p>If the permittee operates one or more golf courses, the courses shall be operated in a manner that is consistent with the <i>Best Management Practices for the Enhancement of Environmental Quality on Florida Golf Courses</i> manual (Florida DEP, 2007).</p> <p>Maintain a list of the permittee personnel and contractors who have been trained through the Green Industry BMP Program and a list of the contracted commercial applicators of fertilizer who are FDACS certified / licensed.</p> <p>Maintain documentation of the proper FDACS certification / licensing for all permittee personnel applicators and contracted commercial applicators of pesticides, herbicides, and fertilizer.</p>	<p>Report the number of permittee personnel applicators and contracted commercial applicators of pesticides and herbicides who are FDACS certified / licensed in each ANNUAL REPORT.</p> <p>Report the number of permittee personnel and contractors who have been trained through the Green Industry BMP Program and the number of contracted commercial applicators of fertilizer who are FDACS certified / licensed in each ANNUAL REPORT.</p>

STORMWATER MANAGEMENT PROGRAM:		
6. <i>Pesticides, Herbicides, and Fertilizer Application.</i>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL Except FDOT District Three	<p>Pursuant to SB 2080 (2009), all local governments are encouraged to adopt a Florida-friendly Landscaping Ordinance similar to the one set forth in the document "Florida-friendly Guidance Models for Ordinances, Covenants and Restrictions." This model ordinance incorporates Florida-friendly landscaping and irrigation design requirements, Florida-friendly fertilizer requirements, and training and certification requirements.</p> <p>If the broader Florida-friendly ordinance described above is not adopted, then all local governments within the watershed of a nutrient-impaired water body shall adopt the Department's Model Ordinance for Florida-Friendly Fertilizer Use on Urban Landscapes pursuant to SB 494 (2009) or an ordinance that includes all of the requirements set forth in the Model Ordinance.</p> <p>The ordinance shall be adopted within 24 months of the date of permit issuance.</p>	Provide a copy of the adopted ordinance with the subsequent Year 1 or Year 2 ANNUAL REPORT.
ALL Except FDOT District Three	<p>During Year 1 of the permit, develop and implement a written public education and outreach program plan to encourage citizens to reduce their use of pesticides, herbicides, and fertilizers. The plan shall include the distribution of public education materials describing the need to minimize the application of fertilizers, pesticides and herbicides, and promote actions such as incorporating Florida-friendly landscaping concepts into new landscaping projects.</p> <p>The plan shall also include the following: the goals and objectives of the program; the topics to be addressed; a description of the target audience(s); a description of the activities and materials (including clarification of which topics are to be addressed by each) to be employed to reach each target</p>	In each ANNUAL REPORT, report on the public education and outreach activities that are performed or sponsored by the permittee within the permittee's jurisdiction to encourage citizens to reduce their use of pesticides, herbicides, and fertilizers, including the type and

STORMWATER MANAGEMENT PROGRAM:		
6. <i>Pesticides, Herbicides, and Fertilizer Application.</i>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
	<p>audience and an explanation of why those particular activities / materials were chosen; the percentage of each target audience expected to be reached by each activity / material; the methods for distribution of the outreach materials; the annual schedule for the activities; the method for documenting the outreach activities; identification of the staff / department(s) / outside entities responsible for performing the outreach activities; a description of the resources allocated to implement the plan; and the method for assessing changes in public awareness and behavior resulting from the implementation of the program.</p> <p>If these activities are conducted by a permittee under a contractual agreement with another permittee, one plan may be developed for all the permittee jurisdictions covered by the agreement.</p> <p>A single plan may address all three of the required public education and outreach topics as per Parts III.A.6, III.A.7.e and III.A.7.f of the permit.</p> <p>The plan shall be developed and implemented within 12 months of the date of permit issuance, and shall be updated annually.</p> <p>Maintain documentation of the type and number of public education and outreach activities conducted, the type and number of materials distributed, the percentage of the population reached by the education and outreach activities in total, and the number of Web site visits (if applicable).</p> <p>Compliance with this element may be achieved through participating in, funding and promoting the Florida Yards and Neighborhoods (FYN) program administered by the UF / IFAS County Extension.</p>	<p>number of activities conducted, the type and number of materials distributed, the percentage of the population reached by the activities in total, and the number of Web site visits (if applicable).</p> <p>Activities performed under the FYN program should only be reported if the permittee is contributing funding towards the FYN staff and program within its jurisdiction.</p>

STORMWATER MANAGEMENT PROGRAM:		
6. <i>Pesticides, Herbicides, and Fertilizer Application.</i>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL Except FDOT District Three	<p>Annually review (and revise, as needed) and implement the permittee's written standardized procedures to minimize its use of pesticides, herbicides, and fertilizers on public property and to properly apply, store, and mix these products.*</p> <p>The program shall include items such as incorporating Florida-friendly landscaping and fertilization on all landscape projects; using only properly trained and certified applicators; maintaining an inventory of on-hand pesticides, herbicides, and fertilizers; properly storing products in special chemical storage buildings at each work site; eliminating spraying programs with minimal effectiveness; using non-toxic pesticides where practical; timing applications for maximum effectiveness by considering growth cycles; and using efficient chemical management practices such as drift-retardants and applying during appropriate weather conditions.</p> <p>Maintain documentation of the procedures.</p> <p>*(The permittee shall continue implementation of any existing procedures until such procedures are revised. If the permittee does not already have written procedures in place, they shall be developed and implemented within 12 months of the date of permit issuance.)</p>	As Needed

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>6.     <i>Pesticides, Herbicides, and Fertilizer Application.</i></b>		
<b>PERMITTEE</b>	<b>ACTIVITY</b>	<b>REPORTING REQUIREMENT</b>
FDOT District Three	Continue to implement the program, described in the 2005 FDOT Statewide SWMP (Standard Operating Procedure for Use and Handling of Herbicides and Fertilizer Application Control), or the subsequent revised SWMP that is submitted and approved by the Department, to minimize the use of pesticides, herbicides, and fertilizers and to properly apply, store, and mix these products.	As Needed



STORMWATER MANAGEMENT PROGRAM: <i>7. a.) Illicit Discharges and Improper Disposal — Inspections, Ordinances, and Enforcement Measures.</i>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL Except FDOT District Three	<p>Where applicable, strengthen the legal authority to conduct inspections, conduct monitoring, control illicit discharges, illicit connections, illegal dumping and spills into the MS4 and to require compliance with conditions in ordinances, permits, contracts, and orders. This includes the legal authority to take legal action to eliminate illicit discharges or connections.</p> <p>Continue, as necessary, an assessment of the non-stormwater discharges listed under Part II.A.7.a of this permit, as well as any other non-stormwater discharges, which will be allowed to be discharged to the MS4.</p>	Report amendments, as needed, in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM: 7. b.) <i>Illicit Discharges and Improper Disposal — Dry Weather Field Screening.</i>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL	<p>***RESERVED***</p> <p>Florida's hydrologic and water table conditions make dry weather field screening impossible in many areas. Instead, the Department has concluded that more environmental benefits can be achieved through the implementation of a proactive illicit discharge detection program, which is set forth in the remaining sections of Part III.A.7 of this permit.</p>	As Needed

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>7. c.) <i>Illicit Discharges and Improper Disposal — Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.</i></b>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL	<p>During Year 1 of the permit, develop and implement a written proactive inspection program plan for identifying and eliminating sources of illicit discharges, illicit connections, or dumping to the MS4. The permittee shall inspect portions of the MS4 that have a reasonable potential of containing illicit discharges / connections / dumping or other sources of non-stormwater. Facility inspections may be carried out in conjunction with other permittee programs (e.g., pretreatment inspections of industrial users, health inspections, fire inspections, etc.), but must include inspections for potential non-stormwater / contaminated stormwater coming from areas / facilities not normally visited by the permittee.</p> <p>The plan shall include the following: the procedures and criteria for identifying priority areas / facilities; a list of identified priority areas / facilities; an annual schedule for inspections; procedures for conducting the site inspections (including confirming whether a facility has coverage under the Department's <i>NPDES Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity</i> (62-621.300(5), F.A.C.), if applicable); procedures for tracing the source of an illicit discharge; procedures for eliminating the discharge; procedures for documenting the inspections and any enforcement activities (including use of a standard form / report); procedures for enforcement actions or referrals to the appropriate jurisdictional authority; identification of the staff / department(s) / outside entities responsible for performing the inspections and the enforcement activities; and a description of the resources allocated to implement the plan.</p> <p>Priority areas shall include the following as applicable to the permittee's</p>	<p>Provide the written proactive inspection program plan with the Year 1 ANNUAL REPORT.</p>

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>7. c.) <i>Illicit Discharges and Improper Disposal — Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.</i></b>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
	<p>jurisdiction:</p> <ul style="list-style-type: none"> <li>• Areas with older infrastructure;</li> <li>• Industrial, commercial, or mixed use areas;</li> <li>• Areas with a history of past illicit discharge and / or illegal dumping;</li> <li>• Areas with on-site sewage disposal systems; and</li> <li>• Areas upstream of sensitive or impaired water bodies.</li> </ul> <p>The plan shall be developed and implemented within 12 months of the date of permit issuance, and shall be updated annually.</p> <p>If these activities are conducted by a permittee under a contractual agreement with another permittee, one plan may be developed for all the permittee jurisdictions covered by the agreement. The plan must include annual inspections in each permittee's jurisdiction.</p>	

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>7. c.) <i>Illicit Discharges and Improper Disposal — Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.</i></b>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
<p>ALL Except FDOT District Three</p>	<p>Continue to conduct proactive inspections to identify and eliminate the source(s) of illicit discharges, illicit connections or dumping to the MS4. The permittee shall annually update and implement its written proactive inspection program plan.</p> <p>If an illicit discharge or connection is found, the permittee shall take appropriate action(s) under its illicit discharge program (ordinance or other regulatory mechanism), including enforcement actions where necessary, to correct or eliminate the discharge or connection. The permittee shall also consider placing the facility on its high risk inventory as per Part III.A.8.a of the permit.</p> <p>If the permittee determines or suspects that an industrial facility does not have coverage as required under the Department's <i>NPDES Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity</i> (62-621.300(5), F.A.C.), referred to as the MSGP, it shall notify the Department's NPDES stormwater staff and provide the name and address of the facility.</p> <p>Maintain documentation of the proactive inspections scheduled and performed, including the date of the inspection, findings of the inspection, type of illicit discharge(s) found, type of enforcement action(s) taken, date of verification of elimination, and any non-permitted MSGP facility referrals completed. The program shall include the use of a standard form / report for documentation purposes.</p>	<p>Report on the proactive inspection program, including the number of inspections conducted, the number of illicit activities found, and the number and type of enforcement actions taken, in each ANNUAL REPORT.</p>

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>7. c.) <i>Illicit Discharges and Improper Disposal — Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.</i></b>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
FDOT District Three	<p>Conduct proactive inspections to identify and eliminate the source(s) of illicit discharges, illicit connections or dumping to the MS4. The permittee shall annually update and implement its written proactive inspection program plan.</p> <p>If an illicit discharge or connection is found within the FDOT right-of-way, the permittee shall further investigate and shall take appropriate action under its illicit discharge program to correct or eliminate the discharge or connection. The permittee shall also consider placing the facility on its high risk inventory as per Part III.A.8.a of the permit. If an illicit discharge or connection is found outside of the FDOT right-of-way, the permittee shall report it to the applicable MS4 operator, DEP and / or the Northwest Florida Water Management District for further investigation and enforcement action.</p> <p>If the permittee determines or suspects that an industrial facility does not have coverage as required under the Department's <i>NPDES Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity</i> (62-621.300(5), F.A.C.), referred to as the MSGP, it shall notify the Department's NPDES stormwater staff and provide the name and address of the facility.</p> <p>Maintain documentation of the proactive inspections scheduled and performed, including the date of the inspection, findings of the inspection, type of illicit discharge(s) found, compliance activity or enforcement referral completed, the date of verification of elimination, and any non-permitted MSGP facility referrals completed. The program shall include the use of a standard form / report for documentation purposes.</p>	Report on the proactive inspection program, including the number of inspections conducted, the number of illicit activities found, and the number of referrals completed, in each ANNUAL REPORT beginning with the Year 2 ANNUAL REPORT.

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>7. c.) <i>Illicit Discharges and Improper Disposal — Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.</i></b>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL Except FDOT District Three	<p>Annually review (and revise, as needed) and implement the permittee's written procedures to conduct reactive investigations to identify and eliminate the source(s) of illicit discharges, illicit connections or improper disposal to the MS4, based on reports received from permittee personnel, contractors, citizens, or other entities regarding suspected illicit activity.*</p> <p>Based upon the reports received, investigate the suspected illicit activity. Through additional sampling or investigation and systematically tracing the source upstream from the point of initial detection, identify the source of the problem.</p> <p>If an illicit discharge or connection is found, the permittee shall take appropriate action(s) under its illicit discharge program (ordinance or other regulatory mechanism), including enforcement actions where necessary, to correct or eliminate the discharge or connection. The permittee shall also consider placing the facility on its high risk inventory as per Part III.A.8.a of the permit.</p> <p>If the permittee determines or suspects that an industrial facility does not have coverage as required under the Department's <i>NPDES Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity</i> (62-621.300(5), F.A.C.), referred to as the MSGP, it shall notify the Department's NPDES stormwater staff and provide the name and address of the facility.</p> <p>Maintain documentation of the reactive investigations performed, including the date of the initial complaint or observation (from permittee personnel, contractors, citizens, or other entities), source and type of illicit discharge, date of</p>	<p>Report on the reactive investigation program as it relates to responding to reports of suspected illicit discharges, including the number of reports received, the number of investigations conducted, the number of illicit activities found, and the number and type of enforcement actions taken, in each ANNUAL REPORT.</p>

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>7. c.) <i>Illicit Discharges and Improper Disposal — Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.</i></b>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
	<p>the investigation, findings of the investigation, type of enforcement action(s) taken, date of verification of elimination, and any non-permitted MSGP facility referrals completed. The program shall include the use of a standard form / report for documentation purposes.</p> <p>*(The permittee shall continue implementation of any existing procedures until such procedures are revised. If the permittee does not already have written procedures in place, they shall be developed and implemented within 12 months of the date of permit issuance.)</p>	
FDOT District Three	<p>Annually review (and revise, as needed) and implement the permittee's written procedures to conduct reactive investigations to identify and eliminate the source(s) of illicit discharges, illicit connections or improper disposal to the FDOT MS4 within the FDOT right-of-way, based on reports received from permittee personnel, contractors, citizens, or other entities regarding suspected illicit activity.*</p> <p>Continue to maintain a telephone line at the District Office for the reporting of suspected illicit discharges / connections / dumping.</p> <p>FDOT shall investigate the reports of suspected illicit activity within the FDOT right-of-way. Those located outside of the FDOT right-of-way shall be reported to the applicable MS4 operator, DEP and / or the Northwest Florida Water Management District for further investigation and enforcement action. If an illicit discharge or connection is found within the FDOT right-of-way, the permittee shall take appropriate action under its illicit discharge program to correct or</p>	<p>Report on the reactive investigation program as it relates to responding to reports of suspected illicit discharges, including the number of investigations conducted, the number of illicit activities found, and the number of enforcement referrals completed, in each ANNUAL REPORT.</p>



<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>7. c.) <i>Illicit Discharges and Improper Disposal — Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.</i></b>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
	<p>eliminate the discharge or connection. The permittee shall also consider placing the facility on its high risk inventory as per Part III.A.8.a of the permit.</p> <p>Maintain documentation of the reactive investigations performed, including the date of the initial complaint or observation (from permittee personnel, contractors, citizens, or other entities), source and type of illicit discharge, date of the investigation, findings of the investigation, compliance activity or enforcement referral completed, date of verification of elimination, and any non-permitted MSGP facility referrals completed. The program shall include the use of a standard form / report for documentation purposes.</p> <p>*(The permittee shall continue implementation of any existing procedures until such procedures are revised. If the permittee does not already have written procedures in place, they shall be developed and implemented within 12 months of the date of permit issuance.)</p>	
ALL	<p>During Year 1 of the permit, develop and implement a written plan for the training of all appropriate permittee personnel (including field crews, fleet maintenance staff, and inspectors) and contractors to identify and report conditions in the stormwater facilities that may indicate the presence of illicit discharges / connections / dumping to the MS4. Instruct personnel and appropriate contractors to be alert for illicit connections and suspicious flows during routine maintenance activities (particularly in areas with high risk facilities). Include in the training an overview of the NPDES stormwater permitting requirements under the Department's <i>NPDES Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity</i> (62-621.300(5),</p>	<p>Report the type of training activities, and the number of permittee personnel and contractors trained (both in-house and outside training), in each ANNUAL REPORT.</p>

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>7. c.) <i>Illicit Discharges and Improper Disposal — Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.</i></b>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
	<p>F.A.C.), referred to as the MSGP, and the types of facilities covered under the MSGP.</p> <p>The plan shall include the following: a description of the topics to be covered; a description of the personnel and contractors targeted for training; the methods and materials to be used for the training; identification of the staff / department(s) / outside entities who will perform the training; the method for documenting the training activities; and the annual schedule for the training. The plan shall address comprehensive training for new personnel and refresher training for current personnel.</p> <p>A single plan may address all the training required as per Parts III.A.7.c, III.A.7.d and III.A.9.c of the permit.</p> <p>The plan shall be developed and implemented within 12 months of the date of permit issuance, and be reviewed annually and updated as needed to reflect changes in procedures, techniques, or staffing. Refresher training shall be provided annually.</p> <p>Maintain documentation of the training activities, including the date of the training, the type of training, the topic(s) covered, and the names and affiliations of the participants.</p>	

STORMWATER MANAGEMENT PROGRAM: 7. d.) <i>Illicit Discharges and Improper Disposal — Spill Prevention and Response.</i>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL	<p>Annually review (and revise, as needed) and implement the permittee's written spill-prevention / spill-response plan and procedures to prevent, contain, and respond to spills that discharge into the MS4.* Ensure that spills, regardless of whether they are hazardous, are properly addressed.</p> <p>Maintain documentation of the spill prevention and response activities.</p> <p>*(The permittee shall continue implementation of any existing procedures until such procedures are revised. If the permittee does not already have a written plan and procedures in place, they shall be developed and implemented within 12 months of the date of permit issuance.)</p>	Report on the spill prevention and response activities, including the number of spills addressed, in each ANNUAL REPORT.
	<p>During Year 1 of the permit, develop and implement a written plan for the training of all appropriate permittee personnel (including field crews, firefighters, fleet maintenance staff and inspectors) and contractors on proper spill prevention, containment, and response techniques and procedures. The training shall include how to prevent a spill, recognize and quickly assess the nature of a spill, contain a spill, and promptly report hazardous material and chemical spills to the appropriate authority.</p> <p>The plan shall include the following: a description of the topics to be covered; a description of the personnel and contractors targeted for training; the methods and materials to be used for the training; identification of the staff / department(s) / outside entities who will perform the training; the method for documenting the training activities; and the annual schedule for the training. The plan shall address comprehensive training for new personnel and refresher</p>	Report the type of training activities, and the number of permittee personnel and contractors trained (both in-house and outside training), in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM: 7. d.) <i>Illicit Discharges and Improper Disposal — Spill Prevention and Response.</i>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
	<p>training for current personnel.</p> <p>A single plan may address all the training required as per Parts III.A.7.c, III.A.7.d and III.A.9.c of the permit.</p> <p>The plan shall be developed and implemented within 12 months of the date of permit issuance, and be reviewed annually and updated as needed to reflect changes in procedures, techniques, or staffing. Refresher training shall be provided annually.</p> <p>Maintain documentation of the training activities, including the date of the training, the type of training, the topic(s) covered, and the names and affiliations of the participants.</p>	

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>7. e.) <i>Illicit Discharges and Improper Disposal — Public Reporting.</i></b>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
<p>ALL Except FDOT District Three</p>	<p>During Year 1 of the permit, develop and implement a written public education and outreach program plan to promote, publicize, and facilitate public reporting of the presence of illicit discharges and improper disposal of materials into the MS4. As part of this program, the permittee shall continue to maintain a phone line for public reporting of suspected illicit discharges and improper disposal, and publicize the existence of this number on a routine basis. The permittee shall also disseminate information on the problems associated with illicit discharges, illicit connections and improper disposal, how to identify them, and how to report incidents discovered.</p> <p>The plan shall also include the following: the goals and objectives of the program; the topics to be addressed; a description of the target audience(s); a description of the activities and materials (including clarification of which topics are to be addressed by each) to be employed to reach each target audience and an explanation of why those particular activities / materials were chosen; the percentage of each target audience expected to be reached by each activity / material; the methods for distribution of the outreach materials; the annual schedule for the activities; the method for documenting the outreach activities; identification of the staff / department(s) / outside entities responsible for performing the outreach activities; a description of the resources allocated to implement the plan; and the method for assessing changes in public awareness and behavior resulting from the implementation of the program.</p> <p>If these activities are conducted by a permittee under a contractual agreement with another permittee, one plan may be developed for all the permittee jurisdictions covered by the agreement.</p>	<p>In each ANNUAL REPORT, report on the public education and outreach activities that are performed or sponsored by the permittee within the permittee's jurisdiction to encourage the public reporting of suspected illicit discharges and improper disposal of materials, including the type and number of activities conducted, the type and number of materials distributed, the percentage of the population reached by the activities in total, and the number of Web site visits (if applicable).</p>

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>7. e.) <i>Illicit Discharges and Improper Disposal — Public Reporting.</i></b>		
<b>PERMITTEE</b>	<b>ACTIVITY</b>	<b>REPORTING REQUIREMENT</b>
	<p>A single plan may address all three of the required public education and outreach topics as per Parts III.A.6, III.A.7.e and III.A.7.f of the permit.</p> <p>The plan shall be developed and implemented within 12 months of the date of permit issuance, and shall be updated annually.</p> <p>Maintain documentation of the type and number of public education and outreach activities conducted, the type and number of materials distributed, the percentage of the population reached by the education and outreach activities in total, and the number of Web site visits (if applicable).</p>	

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>7. f.) <i>Illicit Discharges and Improper Disposal — Oils, Toxics, and Household Hazardous Waste Control.</i></b>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
<p>ALL Except FDOT District Three</p>	<p>During Year 1 of the permit, develop and implement a written public education and outreach program plan to encourage the proper use and disposal of used motor vehicle fluids, leftover hazardous household products, and lead acid batteries. On a routine basis, inform the public of the locations of collection facilities for these materials, including a description of the types of materials accepted and the hours of operation. The outreach program could include an activity such as the stenciling / marking of municipally-owned storm sewer inlets, and providing information through the Internet, utility bill inserts, brochures, flyers, PSAs, presentations, etc.</p> <p>The plan shall also include the following: the goals and objectives of the program; the topics to be addressed; a description of the target audience(s); a description of the activities and materials (including clarification of which topics are to be addressed by each) to be employed to reach each target audience and an explanation of why those particular activities / materials were chosen; the percentage of each target audience expected to be reached by each activity / material; the methods for distribution of the outreach materials; the annual schedule for the activities; the method for documenting the outreach activities; identification of the staff / department(s) / outside entities responsible for performing the outreach activities; a description of the resources allocated to implement the plan; and the method for assessing changes in public awareness and behavior resulting from the implementation of the program.</p> <p>If these activities are conducted by a permittee under a contractual agreement with another permittee, one plan may be developed for all the permittee jurisdictions covered by the agreement.</p>	<p>In each ANNUAL REPORT, report on the public education and outreach activities that are performed or sponsored by the permittee within the permittee's jurisdiction to encourage the proper use and disposal of oils, toxics, and household hazardous waste, including the type and number of activities conducted, the type and number of materials distributed, the amount of waste collected / recycled/ properly disposed, the percentage of the population reached by the activities in total, and the number of Web site visits (if applicable).</p>

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>7. f.) <i>Illicit Discharges and Improper Disposal — Oils, Toxics, and Household Hazardous Waste Control.</i></b>		
<b>PERMITTEE</b>	<b>ACTIVITY</b>	<b>REPORTING REQUIREMENT</b>
	<p>A single plan may address all three of the required public education and outreach topics as per Parts III.A.6, III.A.7.e and III.A.7.f of the permit.</p> <p>The plan shall be developed and implemented within 12 months of the date of permit issuance, and shall be updated annually.</p> <p>Maintain documentation of the type and number of public education and outreach activities conducted, the type and number of materials distributed, the amount of waste collected / recycled / properly disposed, the percentage of the population reached by the education and outreach activities in total, and the number of Web site visits (if applicable).</p>	
FDOT District Three	Continue to include a notice with each FDOT Drainage Connection Permit with information on used oil recycling, proper hazardous waste disposal, stormwater regulations, and spill reporting.	Report the number of notices distributed in each ANNUAL REPORT.



<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>7. g.) Illicit Discharges and Improper Disposal — Limitation of Sanitary Sewer Seepage.</b>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
<p>ALL Except FDOT District Three</p>	<p>Annually review (and revise, as needed) and implement the permittee's written procedures to reduce or eliminate sanitary wastewater contamination into the MS4, including discharges to the MS4 from sanitary sewer overflows (SSOs) and from inflow / infiltration from collection / transmission systems and / or septic tank systems.*</p> <p>Advise the appropriate utility owner of a violation if constituents common to wastewater contamination are discovered in the permittee's MS4.</p> <p>Maintain documentation of the SSOs and inflow / infiltration incidents addressed.</p> <p>*(The permittee shall continue implementation of any existing procedures until such procedures are revised. If the permittee does not already have written procedures in place, they shall be developed and implemented within 12 months of the date of permit issuance.)</p>	<p>Report on the type and number of activities undertaken to reduce or eliminate SSOs and inflow / infiltration, the number of SSOs or inflow / infiltration incidents found and the number resolved, and the name of the owner of the sanitary sewer system within the permittee's jurisdiction, in each ANNUAL REPORT.</p>
<p>FDOT District Three</p>	<p>Advise the appropriate utility owner of a violation if constituents common to wastewater contamination are discovered in FDOT's MS4.</p>	<p>Report the number of violations referred to the appropriate utility owner and the name of the utility owner in each ANNUAL REPORT.</p>

STORMWATER MANAGEMENT PROGRAM: 8. a.) <i>Industrial and High Risk Runoff—Identification of Priorities and Procedures for Inspections.</i>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL	<p>Continue to maintain an up-to-date inventory of all existing high risk facilities discharging into the permittee's MS4. The inventory shall identify the outfall and surface water body into which each high risk facility discharges. For the purposes of this permit, high risk facilities include:</p> <ul style="list-style-type: none"> <li>• Operating municipal landfills;</li> <li>• Hazardous waste treatment, storage, disposal and recovery facilities;</li> <li>• Facilities that are subject to EPCRA Title III, Section 313 (also known as the Toxics Release Inventory (TRI) maintained by the U.S. EPA); and</li> <li>• Any other industrial or commercial discharge that the permittee determines is contributing a substantial pollutant loading to the permittee's MS4. This could include facilities identified through the proactive inspection program as per Part III.A.7.c of the permit.</li> </ul>	Report on the high risk facilities inventory, including the type and total number of high risk facilities and the number of facilities newly added each year, in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM: 8. a.) <i>Industrial and High Risk Runoff—Identification of Priorities and Procedures for Inspections.</i>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL Except FDOT District Three	<p>During Year 1 of the permit, develop and implement a written plan for conducting inspections of high risk facilities to determine compliance with all appropriate aspects of the stormwater program (e.g., no illicit discharges / connections / dumping, compliance with local stormwater regulation requirements, coverage under the Department's <i>NPDES Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity</i> (62-621.300(5), F.A.C.), referred to as the MSGP).</p> <p>The plan shall include the following: procedures for prioritizing the inventoried facilities for inspection; an annual inspection schedule (that includes the order, frequency and timing of inspections); procedures for conducting the site inspections (including confirming whether a facility has coverage under the MSGP, if applicable); procedures for addressing discharges to the MS4 that are not in compliance; procedures for documenting the inspections and any enforcement activities (including use of a standard form / report); identification of the staff / department(s) / outside entities responsible for performing the inspections and the enforcement activities; a schedule for the training of the inspectors as per Part III.A.7.c of the permit; and a description of the resources allocated to implement the plan.</p> <p>If the high risk inspections are conducted by a permittee under a contractual agreement with another permittee, one plan may be developed for all the permittee jurisdictions covered by the agreement.</p> <p>The plan shall be developed and implemented within 12 months of the date of permit issuance, and shall be updated annually.</p>	Report on the high risk facilities inspection program, including the number of inspections conducted, and the number and type of enforcement actions taken, in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM: 8. a.) <i>Industrial and High Risk Runoff—Identification of Priorities and Procedures for Inspections.</i>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
	<p>While the permittee may determine the order and frequency of the inspections, the permittee shall inspect each identified facility at least once during the permit term; however, facilities identified as high risk due to the findings of the proactive inspection program as per Part III.A.7.c of the permit shall be inspected annually. In addition, inspections must be conducted even if the facility has coverage under an NPDES stormwater permit.</p> <p>In the event that the inspection identifies conditions or activities that are in violation of local codes and ordinances, the permittee shall implement the necessary enforcement to prevent the discharge of pollutants to the MS4.</p> <p>If the permittee determines or suspects that an industrial facility does not have coverage as required under the Department's <i>NPDES Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity</i> (62-621.300(5), F.A.C.), referred to as the MSGP, it shall notify the Department's NPDES stormwater staff and provide the name and address of the facility.</p> <p>Maintain documentation of the high risk inspections scheduled and performed, including the date of the inspection, findings of the inspection, type of illicit discharge(s) found, type of enforcement action(s) taken, date of verification of elimination, and any non-permitted MSGP facility referrals completed.</p>	

STORMWATER MANAGEMENT PROGRAM: 8. a.) <i>Industrial and High Risk Runoff — Identification of Priorities and Procedures for Inspections.</i>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
FDOT District Three	<p>During Year 1 of the permit, develop and implement a written plan for conducting inspections of high risk facility outfalls to the FDOT MS4 to determine compliance with all appropriate aspects of the stormwater program (e.g., no illicit discharges / connections / dumping, compliance with local stormwater regulation requirements, coverage under the Department's <i>NPDES Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity</i> (62-621.300(5), F.A.C.), referred to as the MSGP).</p> <p>The plan shall include the following: procedures for prioritizing the inventoried facilities for inspection; an annual inspection schedule (that includes the order, frequency and timing of the inspections); procedures for conducting the outfall inspections (including confirming whether a facility has coverage under the MSGP); procedures for addressing discharges to the MS4 that are not in compliance; procedures for documenting the inspections and any enforcement referrals (including use of a standard form / report); identification of the staff / department(s) / outside entities responsible for performing the inspections; a schedule for the training of the inspectors as per Part III.A.7.c of the permit; and a description of the resources allocated to implement the plan.</p> <p>If the high risk inspections are conducted by a permittee under a contractual agreement with another permittee, one plan may be developed for all the permittee jurisdictions covered by the agreement.</p> <p>The plan shall be developed and implemented within 12 months of the date of permit issuance, and shall be updated annually.</p> <p>While the permittee may determine the order and frequency of the inspections,</p>	Report on the high risk facility inspection program, including the number of outfall inspections conducted, and the number of enforcement referrals completed, in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM: 8. a.) <i>Industrial and High Risk Runoff — Identification of Priorities and Procedures for Inspections.</i>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
	<p>the permittee shall inspect each identified facility's outfall(s) at least once during the permit term; however, facilities identified as high risk due to the findings of the proactive inspection program as per Part III.A.7.c of the permit shall be inspected annually. In addition, inspections must be conducted even if the facility has coverage under an NPDES stormwater permit.</p> <p>In the event that the inspection identifies conditions or activities that are in violation of local codes and ordinances, the permittee shall notify the applicable MS4 operator, DEP and / or the Northwest Florida Water Management District for necessary enforcement to prevent the discharge of pollutants to the MS4.</p> <p>If the permittee determines or suspects that an industrial facility does not have coverage as required under the Department's <i>NPDES Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity</i> (62-621.300(5), F.A.C.), referred to as the MSGP, it shall notify the Department's NPDES stormwater staff and provide the name and address of the facility.</p> <p>Maintain documentation of the high risk outfall inspections scheduled and performed, including the date of the inspection, findings of the inspection, type of illicit discharge(s) found, any enforcement referrals completed, date of verification of elimination, and any non-permitted MSGP facility referrals completed.</p>	

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>8. b.) <i>Industrial and High Risk Runoff—Monitoring for High Risk Industries.</i></b>		
<b>PERMITTEE</b>	<b>ACTIVITY</b>	<b>REPORTING REQUIREMENT</b>
<p>ALL Except FDOT District Three</p>	<p>Sampling of the discharge to the stormwater system may be required on an as-needed basis in the event that inspections of high-risk facilities disclose suspected illicit discharges to the MS4. New high-risk industrial facilities as defined in 40 CFR 122.26(d)(2)(iv)(C) must be evaluated to determine if the new discharge is contributing a substantial pollutant load to the MS4. The evaluation may include site-specific sampling.</p> <p>Maintain documentation of the sampling activities.</p>	<p>Report the number of high risk facilities sampled in each ANNUAL REPORT.</p>

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>9. a.) Construction Site Runoff— Site Planning and Non-Structural &amp; Structural Best Management Practices.</b>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
<p>ALL Except FDOT District Three</p>	<p>Continue to implement the local codes or land development regulations and the written pre-construction site plan review procedures that require the use and maintenance of appropriate structural and non-structural erosion and sedimentation controls during construction to reduce the discharge of pollutants to the MS4.* Consider innovative structural and non-structural BMPs and new technologies as they evolve for use on permittee projects.</p> <p>Maintain documentation of the pre-construction site plan review activity.</p> <p>*(The permittee shall continue implementation of any existing procedures until such procedures are revised. If the permittee does not already have written procedures in place, they shall be developed and implemented within 12 months of the date of permit issuance.)</p>	<p>Report the number of permittee and private pre-construction site plans reviewed for stormwater, erosion, and sedimentation controls, and the number approved, in each ANNUAL REPORT.</p>



STORMWATER MANAGEMENT PROGRAM: 9. a.) <i>Construction Site Runoff— Site Planning and Non-Structural &amp; Structural Best Management Practices.</i>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL Except FDOT District Three	<p>Annually review (and revise, as needed) and implement the permittee's written procedures to notify all new development / redevelopment permit applicants of the need to obtain all required stormwater permits including but not limited to, the Environmental Resource Permit (ERP) from the Northwest Florida Water Management District or DEP Northwest District Office, and the Department's <i>NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities</i> (Rule 62-621.300(4), F.A.C.), referred to as the CGP, as applicable.*</p> <p>During Year 1 of the permit, as part of the local site plan review and approval process, develop and implement written procedures, such as checklist requirements, to assure that the ERP and the CGP have been obtained, as applicable, prior to issuing any local grading or clearing permits or approvals. The procedures shall be developed and implemented within 12 months of the date of permit issuance.</p> <p>Maintain documentation of the notifications of the ERP and CGP, and of the confirmations of ERP and CGP coverage.</p> <p>*(The permittee shall continue implementation of any existing procedures until such procedures are revised. If the permittee does not already have written notification procedures in place, they shall be developed and implemented within 12 months of the date of permit issuance.)</p>	Report the number of new development / redevelopment permit applicants notified of the ERP and CGP, and the number of applicants who confirmed ERP and CGP coverage, in each ANNUAL REPORT.

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>9. a.) <i>Construction Site Runoff — Site Planning and Non-Structural &amp; Structural Best Management Practices.</i></b>		
<b>PERMITTEE</b>	<b>ACTIVITY</b>	<b>REPORTING REQUIREMENT</b>
FDOT District Three	Employ FDOT Drainage Connection Permit (DCP) conditions that include the use of stormwater, erosion, and sedimentation control BMPs during construction to reduce pollutants to the MS4 and receiving waters.	Report the number of permits issued in each ANNUAL REPORT.

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>9. b.) Construction Site Runoff — Inspection and Enforcement.</b>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL	<p>As an attachment to the Year 1 ANNUAL REPORT, the permittee shall submit a written plan that details the standard operating procedures for implementation of the stormwater, erosion and sedimentation inspection program for construction sites discharging stormwater to the MS4. The plan shall apply to both permittee-operated and privately-operated construction projects discharging into the permittee's MS4, unless the permittee does not have the ability to obtain the legal authority to inspect privately-operated sites. For FDOT District Three, privately-operated sites are those sites within FDOT's right-of-way that were issued a Drainage Connection Permit (DCP), in accordance with Rule 14-86, F.A.C., and the inspections are outfall inspections, not site inspections.</p> <p>The plan shall cover all aspects of the construction site inspection program performed by the permittee including the following:</p> <ol style="list-style-type: none"> <li>1. The timing of the construction site inspections. The inspections shall occur at multiple phases of construction, and at all phases determined as necessary and appropriate as per the approved site plan. At a minimum, inspections shall occur at least once prior to land disturbance to ensure that BMPs have been properly installed, at least once during active construction, and at the conclusion of active construction, unless otherwise justified by the permittee within the written plan and approved by the Department.</li> <li>2. A prioritization and frequency schedule for the construction site inspections. The prioritization schedule must clearly identify the priorities for selecting sites to be inspected and the site inspection frequencies deemed by the permittee to be appropriate to provide protection from pollutant discharges to the MS4 and surface waters to the maximum extent practicable. The priority</li> </ol>	<p>Provide the written construction site inspection program plan with the Year 1 ANNUAL REPORT.</p> <p>Report on the inspection program for privately-operated and permittee-operated construction sites, including the number of active construction sites during the reporting year, the number of inspections of active construction sites, the percentage of active construction sites inspected, and the number and type of enforcement actions / referrals taken, in each ANNUAL REPORT.</p>

STORMWATER MANAGEMENT PROGRAM: 9. b.) <i>Construction Site Runoff—Inspection and Enforcement.</i>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
	<p>order and inspection frequencies shall be based on the following criteria:</p> <ul style="list-style-type: none"> <li>a. Construction site size. Larger sites (as determined by the permittee) shall be inspected more frequently.</li> <li>b. Water body status. Sites that discharge to impaired waters or sensitive waters shall be inspected more frequently.</li> <li>c. Significance of adverse water quality impacts. Sites that have been determined by the permittee to be a significant threat to water quality shall be inspected more frequently. An evaluation of the site's threat to water quality shall include consideration of factors such as the site's proximity to receiving waters and adjacent wetlands, its slopes, its soil characteristics, its need to be dewatered, history of non-compliance by site operators, and public complaints. This evaluation shall be performed during the pre-construction site plan review as per Part III.A.9.a of this permit.</li> <li>d. Seasonality and rainfall. Sites with construction occurring during the wet season or sites where rains greater than one inch occur shall be inspected more frequently.</li> <li>e. Historical inspection considerations. The permittee may use knowledge gained from past implementation of the construction site inspection program to further establish priorities and inspection frequencies.</li> <li>f. Other criteria as determined by the permittee.</li> </ul> <p>3. A list of the SOPs that detail the procedures that will be followed when conducting an inspection. This shall include examples of the following</p>	

STORMWATER MANAGEMENT PROGRAM: 9. b.) <i>Construction Site Runoff — Inspection and Enforcement.</i>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
	<p>methods to be used for tracking the construction site inspections: (1) a construction site inspection checklist, which includes appropriate stormwater management and water quality inspection items that will be used to standardize the inspection process; and (2) a summary log of all the inspections (including the site name and location, site operator, date of inspection, summary of the inspection findings, any enforcement actions or referrals, and name of inspector) to demonstrate the history of the activities for each site for each reporting year and to verify that the sites are inspected at no less than the minimum frequency as described in the permittee's plan.</p> <p>4. A description of the procedures, and all available enforcement measures (e.g., Stop Work Orders, Notices of Violation, citations, fines), used to ensure compliance with the permittee's regulatory requirements for construction sites. This shall include procedures the permittee will follow to assure that corrective actions are taken where approved erosion and sedimentation control BMPs and permit conditions are not being met. It also shall include an example of the method used for tracking the date and type of all follow-up enforcement actions taken based upon the construction site inspection findings. Finally, the procedures shall include how the permittee will notify other appropriate jurisdictional authorities if possible permit violations are found during an inspection.</p> <p>The permittee shall implement the plan for inspecting construction sites immediately upon written approval by the Department. Prior to Department approval, the permittee shall continue to perform inspections in accordance with its previously developed construction site inspection procedures.</p>	

STORMWATER MANAGEMENT PROGRAM: 9. c.) <i>Construction Site Runoff — Site Operator Training.</i>		
PERMITTEE	ACTIVITY	REPORTING REQUIREMENT
ALL	<p>During Year 1 of the permit, develop and implement a written plan for stormwater training / outreach for construction site plan reviewers, site inspectors and site operators. Provide training for permittee personnel (employed by or under contract with the permittee) involved in the site plan review, inspection or construction of stormwater management, erosion, and sedimentation controls. Also provide training for private construction site operators that perform work for the permittee. All permittee inspectors (employed by or under contract with the permittee) of construction sites shall be certified through the Florida Stormwater, Erosion and Sedimentation Control Inspector Training program, or an equivalent program approved by the Department.</p> <p>The plan shall include the following: a description of the topics to be covered; a description of the personnel, contractors and private construction site operators targeted for training; the methods and materials to be used for the training; identification of the staff / department(s) / outside entities who will perform the training; the method for documenting the training activities; and the annual schedule for the training. The plan shall address comprehensive training for new personnel and refresher training for current personnel.</p> <p>A single plan may address all the training required as per Parts III.A.7.c, III.A.7.d and III.A.9.c of the permit.</p> <p>The plan shall be developed and implemented within 12 months of the date of permit issuance, and be reviewed annually and updated as needed to reflect changes in procedures, techniques, or staffing. Refresher training shall be provided annually.</p> <p>Maintain documentation of the training activities, including the date of the training, the type of training, the topic(s) covered, and the names and affiliations of the participants.</p>	Report the type of training activities, the number of inspectors, site plan reviewers and site operators trained (both in-house and outside training), and the number of private construction site operators trained by the permittee, in each ANNUAL REPORT.

**B. Compliance with Effluent Limitations.**

\*\*\*RESERVED\*\*\*

**PART IV. NUMERIC EFFLUENT LIMITATIONS**

\*\*\*RESERVED\*\*\*

**PART V. MONITORING REQUIREMENTS****A. Annual Loadings and Event Mean Concentrations.**

1. The permittees shall provide estimates of the annual pollutant load and of the event mean concentration for the constituents listed in Table V.A.1 — Parameters for each “major outfall” or “major watershed” within the MS4. The annual pollutant load and event mean concentration (EMC) for each major outfall or watershed shall be estimated using local EMCs derived from storm event monitoring or the State’s EMCs listed in the MS4 Permit Resource Manual, and shall take into consideration land uses within the drainage areas associated with the outfall or watershed. For the purposes of this permit, a “major watershed” is defined as an area bounded peripherally by a water parting (i.e., ridge) and draining to a particular water course or body of water. A major watershed shall encompass a named major water course or may consist of a coastal area draining directly into a bay. A major watershed must contain at least one major outfall. For the purposes of this permit, a “major outfall” is defined under Rule 62-624.200(5), F.A.C.

<b>TABLE V.A.1 — PARAMETERS</b>
Biochemical Oxygen Demand (BOD <sub>5</sub> ) (mg/L)
Total Copper (mg/L)
Total Nitrogen (as N) (mg/L)
Total Phosphorus (mg/L)
Total Suspended Solids (TSS) (mg/L)
Total Zinc (mg/L)

2. The estimates of annual pollutant loadings and EMCs shall be included in the ANNUAL REPORT for Year 3 of the permit. The permittees shall include in the Year 3 ANNUAL REPORT a table comparing the current calculated annual pollutant loadings with those from the previous two Year 3 ANNUAL REPORTS, and shall specify the source of the EMCs and data used for each of the three calculations. Based on this comparison the permittees shall indicate whether pollutant loadings are increasing or decreasing for each major outfall or major watershed. This information shall be used in evaluating the effectiveness of each permittee’s SWMP as required by Parts V.B.1 and VI.B.2 of this permit.
3. If the total annual pollutant loadings have not decreased over the past two permit cycles, each permittee shall re-evaluate its SWMP and identify and submit revisions to its SWMP, as appropriate, to reduce pollutant loadings, especially to impaired waters, in the Year 4 ANNUAL REPORT.



**B. Monitoring Program.**

1. *Monitoring Program Objective:* The monitoring program is intended to assist the permittees in determining the overall effectiveness of the SWMP being implemented under this permit, to assist them in identifying and prioritizing portions of the MS4 requiring additional controls, and to evaluate load reductions that have occurred during the permit period. The monitoring program is also intended to identify local sources where urban stormwater is adversely affecting surface water resources.
2. *Monitoring Program Requirements:* The existing monitoring plan that was approved by the Department on July 14, 2006 shall continue to be implemented by the permittees upon issuance of the permit. Given the new requirements in this permit for water bodies with EPA-established or DEP-adopted TMDLs, the permittees may modify or develop a new plan for submittal, review, and approval by the Department.
3. *Submission of the Monitoring Plan for Review:* The permittees shall submit a copy of the existing Monitoring Plan, including any suggested changes to improve the plan, as an attachment to the Year 4 ANNUAL REPORT. The revised plan shall be prepared in accordance with the Department's *Guidance For Preparing Stormwater Monitoring Plans As Required For Phase I Municipal Separate Storm Sewer System (MS4) Permits (dated August 1, 2009)*. The Department will review how well the existing Monitoring Plan measures the effectiveness of the SWMP as part of the permit reissuance process. Specifically, the submission of the monitoring plan shall:
  - a. Include any requested changes and the rationale for each change;
  - b. Identify any additional monitoring that needs to be completed to assist in the evaluation of the effectiveness of the SWMP;
  - c. Based on an analysis of the monitoring results, identify any areas or drainage basins within the boundaries of the MS4 that should be targeted for corrective action(s). If applicable, specify what corrective actions should be completed and a timetable for implementation. Corrective action(s) include but are not limited to retrofits, structural BMPs, and non-structural BMPs (e.g., public education, street sweeping); and
  - d. Based on an analysis of the monitoring results, identify any evidence of water quality and / or pollutant loading improvements or degradation over the permit period or a statement indicating that the results are inconclusive.
4. *Changes to Existing Monitoring Plan:* Requests for changes to the permittees' existing Monitoring Plan shall be made to the Department in writing and shall include the rationale for the requested change.

5. *Monitoring Program Coordination:* The monitoring requirements may be coordinated and shared between MS4 permittees or assigned to selected permittees via an interlocal agreement. The permittees may also work in partnership with non-permitted entities.
6. *Monitoring Data and Recordkeeping:* Field testing, sample collection, preservation, laboratory testing, including quality control procedures and all record keeping, shall comply with Rule 62-160, F.A.C. Records of all monitoring data shall be maintained for at least three years from the date of sampling or measurement. Ambient monitoring data shall be entered into DEP STORET (or successor) at least annually.
7. *Sample Analysis:* All samples shall be collected and analyzed in accordance with the methods specified at 40 CFR Part 136 as incorporated by reference by Rule 62-620.100(3)(j), F.A.C. and the Department's Quality Assurance requirements as detailed in Rule 62-160, F.A.C.
8. *Sampling Waiver:* In the event a permittee is unable to collect samples due to circumstances beyond the permittee's control, the permittee must submit in lieu of sampling data, a description of why samples could not be collected, including available documentation of the event. Circumstances beyond the control of a permittee may include adverse climatic conditions that may prohibit the collection of samples (i.e., drought) and weather conditions that create dangerous conditions for personnel (i.e., local flooding, high winds, hurricane, tornadoes, electrical storms, etc.) that otherwise make the collection of samples impracticable.
9. *Reporting and Assessment of Monitoring Results:* Each ANNUAL REPORT shall include a monitoring summary. Specifically, the monitoring summary shall:
  - a. Provide a summary of the monitoring data from the reporting year; and
  - b. Provide a long-term assessment of water quality and / or pollutant loading improvements or degradation based on data gathered and analyzed as a result of the monitoring program. For the purposes of the annual report monitoring summary, "long-term" can be defined by the permittees (e.g., 5-years, 10-years, 15-years, etc.).

**PART VI. REPORTING REQUIREMENTS****A. Annual Report: Reporting Period and Due Date.**

Each permittee shall prepare an ANNUAL REPORT to be submitted by no later than six months following the period covered by the report. The ANNUAL REPORT shall cover the 12-month period beginning on the date of issuance of this permit and annually thereafter. Each permittee shall submit one signed hard copy of the ANNUAL REPORT or you may submit the report electronically by making an Adobe Acrobat (pdf) copy of the signed hard copy or by electronically signing the Word file of the report. Electronic copies can either be emailed to the NPDES stormwater staff or placed on the following ftp site: [ftp://ftp.dep.state.fl.us/pub/NPDES\\_Stormwater/](ftp://ftp.dep.state.fl.us/pub/NPDES_Stormwater/) at which time an email shall be sent to the NPDES stormwater staff to notify them that the report has been placed on the ftp site.

**B. Annual Report: Content.**

1. The ANNUAL REPORT shall be prepared in accordance with the requirements of Rule 62-624.600, F.A.C.
2. The ANNUAL REPORT shall include as an attachment an evaluation of the effectiveness of the permittee's SWMP in reducing pollutant loads discharged from the MS4. At a minimum, the permittee shall attach to the ANNUAL REPORT an explanation of how its SWMP is addressing each of the following:
  - a. Have stormwater pollutant loadings discharged from the MS4 decreased? Why or why not?
  - b. Which components of the SWMP are working well and are effective in reducing stormwater pollutant loadings? Why are they effective?
  - c. Which components of the SWMP are not working well and need to be revised to make them more effective in reducing stormwater pollutant loadings?
  - d. Which components of the SWMP do not contribute to reducing stormwater pollutant loads and could be revised or eliminated, and why?
  - e. Is the monitoring program providing data that can be used to assess the effectiveness of the SWMP in reducing stormwater pollutant loadings, assess the effectiveness of specific BMPs, and determine where stormwater retrofitting projects should be prioritized for implementation?
3. The ANNUAL REPORT shall include as an attachment the reporting and assessment of the monitoring results in accordance with Part V.B.9 of the permit.

4. Where a SWMP activity is being performed by another entity on behalf of a permittee, the permittee remains responsible for reporting on the activities performed by the other entity and maintaining documentation of the activities.
5. The Department may require additional reporting in the ANNUAL REPORT for discharges to impaired waters, especially those with an adopted Total Maximum Daily Load (TMDL) or Basin Management Action Plan (BMAP) in accordance with Part VIII.B of the permit.

**C. Annual Report: Certification and Signature.**

All reports required by the permit and other information requested by the Department shall be signed and certified in accordance with Rule 62-620.305, F.A.C.

**D. Annual Report: Where to Submit.**

Signed copies of the ANNUAL REPORT required by Part VI.A and any other information requested by the Department shall be submitted to:

Florida Department of Environmental Protection  
NPDES Stormwater Section, Mail Station 2500  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

**E. Additional Notification.**

\*\*\* RESERVED\*\*\*

**PART VII. OTHER SPECIFIC CONDITIONS****A. Revision of Permit Conditions.**

The permit may be revised in accordance with Rule 62-620.325, F.A.C. Modifications to the SWMP do not require revision to the permit and can be authorized pursuant to Part II.G of this permit.

**B. Reopener Clause.**

1. This permit may be reopened and revised for good cause as defined in Rule 62-620.325, F.A.C.
2. The permit may be reopened and revised during the life of the permit to:
  - a. Adjust effluent limitations or monitoring requirements should future adopted total maximum daily load (TMDL), water quality studies, the Department-approved changes in water quality standards, or other information show a need for a different limitation or monitoring requirement;
  - b. Address impacts on receiving water quality caused, or contributed to, by discharges from the MS4;
  - c. Address changes in State or Federal statutory or regulatory requirements; or
  - d. Include the addition of a new permittee who is the owner or operator of a portion of the MS4.

**C. Duty to Reapply.**

1. The permittees shall submit an application to renew this permit at least 180 days before the expiration date of this permit, or in the Year 4 ANNUAL REPORT. Reapplication must be in accordance with Rule 62-624.420, F.A.C.
2. A complete application filed in accordance with subsection 1 of this section shall be considered timely and sufficient. When an application for renewal of a permit is timely and sufficient, the existing permit shall not expire until the Department has taken final action on the application for renewal or until the last day for seeking judicial review of the agency order or a later date fixed by order of the reviewing court.
3. The late submittal of a renewal application shall be considered timely and sufficient for the purpose of extending the effectiveness of the expiring permit only if it is submitted and made complete prior to the permit expiration date.

**D. Termination of Coverage for a Single Permittee.**

Permit coverage may be suspended, revoked or terminated, in accordance with the provisions of Rule 62-624.300(4) and Rule 62-620.345, F.A.C., for a single permittee without terminating coverage for the other permittees.

**PART VIII. STORMWATER DISCHARGE COMPLIANCE AND WATER QUALITY STANDARDS****A. The Maximum Extent Practicable (MEP) Standard.**

The stormwater management program must be designed and implemented to reduce the discharge of pollutants from each permittee's MS4 to surface waters of the State to the MEP. Narrative effluent limitations requiring implementation of best management practices (BMPs) are generally the most appropriate form of effluent limitations when designed to satisfy technology requirements (including reduction of pollutants to the MEP) and to protect water quality. Implementation of BMPs consistent with the provisions of the stormwater management program required pursuant to this permit constitutes compliance with the standard of reducing pollutants to the MEP. The MEP standard is applied to MS4s in recognition of the fact that an operator typically does not have total control over the quality or quantity of stormwater entering its system and ultimately entering waters of the State. Stormwater management programs must be assessed and adjusted by the permittee, as part of an iterative process, to maximize their efficiency and make reasonable further progress toward an ultimate goal of reducing the discharge of pollutants to the extent necessary to protect receiving waters.

**B. Requirements for Impaired Waters with DEP-Adopted or EPA-Established Total Maximum Daily Loads (TMDLs).**

The requirements of this section apply only to the permittee's MS4 discharges to receiving waters with adopted or established TMDLs and associated allocations. It is the intent of this section to ensure that pollutant discharges for those parameters listed in the TMDL are reduced to the MEP through the implementation of the permittee's SWMP. Adequate progress toward achieving assigned wasteload allocations (WLAs) will be demonstrated through the implementation of structural and nonstructural best management practices and other program activities that are targeted at TMDL-related pollutants within watersheds that discharge to a water body with an EPA-established or DEP-adopted TMDL.

1. The requirements in this section apply to all of the TMDLs that have been adopted by DEP for verified impaired waters as of the effective date of this permit. These TMDLs will be listed in Chapter 62-304, F.A.C., which can be viewed at: <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=62-304>. Adopted TMDLs can also be found in the TMDL Tracker Application that can be accessed at: <http://epic229.dep.state.fl.us/DwormTmdl/welcomehz.do>. These requirements shall also apply to EPA-established TMDLs. EPA-established TMDLs can be accessed at: [http://www.epa.gov/waters/tmdl/expert\\_query.html](http://www.epa.gov/waters/tmdl/expert_query.html). EPA-established TMDLs also can be accessed at: <http://www.epa.gov/region4/water/tmdl/florida/>.

2. **For water bodies with an adopted DEP TMDL and Basin Management Action Plan (BMAP).**

a. BMAP Adopted:

In accordance with Section 403.067, F.S., NPDES permits must be consistent with the requirements of adopted TMDLs. Therefore, when a Basin Management Action Plan (BMAP) and / or an implementation plan for a TMDL for a water body into which the permitted MS4 discharges the pollutant of concern is adopted pursuant to Section 403.067(7), F.S., the MS4 operator must comply with the adopted provisions of the BMAP and / or implementation plan that specify activities to be undertaken by the permittee during the permit cycle.

b. BMAP in Development and Will Be Adopted Within Two Years of Permit Issuance:

If a BMAP is being developed by DEP and watershed stakeholders, including the permittee, for a water body with an adopted TMDL and the BMAP will be adopted within two years of permit issuance, the permittee shall not be required to undertake the activities in Part VIII.B.3 or 4 below. Instead, the permittee shall continue to participate in the BMAP process and shall comply with the adopted provisions of the BMAP that specify activities to be undertaken by the permittee during the permit cycle.

3. **For water bodies with an adopted DEP TMDL or an EPA-established TMDL but without a BMAP.**

a. TMDL Prioritization Report (Months 1-6):

The Department recognizes the difficulty and expense of undertaking the requirements in this section of the permit. Accordingly, the permittee is required to develop a prioritized list of water bodies and TMDLs and an accompanying schedule for undertaking the tasks that follow. To accomplish this, the permittee shall first develop a final list of water bodies to which its MS4 discharges that have adopted DEP TMDLs or EPA-established TMDLs. The permittee shall then develop a list of factors that will be used to prioritize the water bodies with these adopted TMDLs and undertake the remaining tasks in this section of the permit. Using the factors, the permittee shall develop a prioritized list of water bodies with TMDLs and a schedule for completing the remaining tasks as outlined below. The permittee shall prepare a final report that includes the final list of adopted DEP TMDLs or EPA-established TMDLs, the prioritization factors, the prioritized list, and the associated schedule, and submit it to DEP for review and approval.



The following steps will be applied to all adopted DEP TMDLs or EPA-established TMDLs except for those that address fecal coliform impairments, which will be addressed in Part VIII.B.4 below. For the purposes of the rest of this section the term “adopted TMDL” shall mean either a DEP-adopted TMDL or an EPA-established TMDL.

b. TMDL Monitoring and Assessment Plan (Months 6 -12):

Within one year of the effective date of the MS4 permit, the MS4 permittee shall prepare and submit to the Department a TMDL Monitoring and Assessment Plan (“Plan”) for the top priority water body with an adopted TMDL as set forth in the DEP-approved TMDL Prioritization Report. Additional Plans shall be developed and submitted to DEP pursuant to the schedule set forth in the TMDL Prioritization Report. The Plan can be done in collaboration with co-permittees that discharge to a water body with an adopted TMDL. The Plan shall determine, collect, and assess any additional information that is needed to prioritize MS4 stormwater outfalls and their associated drainage basins discharging to a water body with an adopted TMDL for implementation of additional structural and nonstructural BMPs needed to begin reducing stormwater pollutant loads to ultimately achieve the adopted TMDL load reductions to the MEP. The Plan will, at a minimum, include the following elements:

- (1) Using the estimates of seasonal loadings and event mean concentrations (EMCs) that are included in the Year 3 ANNUAL REPORTS, the permittee shall develop a table showing the annual loadings currently discharged from outfalls into water bodies with an adopted TMDL.
- (2) Using the results from sub-paragraph (1) above, the permittee shall rank the outfalls, based on total annual loading of the pollutant(s) of concern, discharging into each water body with an adopted TMDL.
- (3) The permittee shall review monitoring data, especially any sediment or biological monitoring results, from the past 15 years to validate the results of the loading assessment in sub-paragraph (2) above that identifies the highest priority outfalls discharging to the water body with an adopted TMDL. If the sediment or biological monitoring results indicate that outfalls other than the highest priority ones based on the loading assessment should be targeted for load reductions, the permittee shall document the reasons for selecting its final list of priority outfalls.
- (4) The permittee shall submit the draft Plan to DEP for review and approval within twelve months of the effective date of this permit.

DEP shall review the draft Plan and either approves the draft Plan's recommendations or provides comments and proposed revisions to the permittee. The permittee shall incorporate proposed revisions, as applicable, and submit a revised Plan to DEP for approval within 60 days of receipt of comments from DEP.

c. TMDL Monitoring (Months 12 – 36):

Once the TMDL Monitoring and Assessment Plan is approved by DEP, the permittee shall conduct storm event monitoring to obtain flow-weighted composite samples from the top ranked outfall identified in the Plan approved by DEP to validate the estimates of annual pollutant loadings. A minimum of seven storm events will be monitored at the outfall. All monitoring shall be done in accordance with DEP field sampling SOPs. All sample analyses shall be done by a lab that is certified through the DOH Environmental Laboratory Certification Program for the parameters being analyzed. A final report summarizing the monitoring program and its results shall be submitted to DEP for review and approval within six months after all analyses have been received from the lab. The report shall include a table that compares the event mean concentrations (EMCs) used to estimate pollutant loadings from major outfalls with the event mean concentrations determined through the monitoring program. The permittee shall also revise the original table of loadings in the Plan by recalculating them using the revised EMCs.

d. TMDL Implementation Plan (Months 24 – 48):

The permittee shall use the results of the TMDL Monitoring and Assessment Plan to prioritize MS4 outfalls that discharge to waters with an adopted TMDL for reducing stormwater pollution loads for the pollutant(s) of concern. The permittee shall develop a Supplemental SWMP, which will constitute the TMDL Implementation Plan for the MS4, for the drainage basins associated with the outfalls. The Supplemental SWMP shall be submitted to the Department as part of the permittee's permit renewal application for review and approval by the Department. The permittee shall begin implementing the Supplemental SWMP immediately upon receipt of the approval letter from DEP. In addition, the Supplemental SWMP shall be included as part of the revised permit requirements for the next permit cycle. The Supplemental SWMP will include structural and nonstructural BMPs, as needed, and other program activities to specifically target the reduction of stormwater pollutant loads of the pollutant of concern to the MEP and a schedule for their implementation. The Supplemental SWMP shall include, but not be limited to, the following:

- (1) Modifications to the existing SWMP as needed to focus structural and nonstructural BMPs and enhanced program activities into priority drainage basins served by stormwater outfalls that discharge to waters with an adopted TMDL so that load reductions are increased. A table of the modified BMPs and enhanced program activities shall be included that lists the schedule for their implementation and the estimated load reduction associated with the implementation of each of the BMPs or activities.
- (2) Identification of regional stormwater retrofitting projects that can be implemented within priority drainage basins to reduce stormwater pollutant loads. A table shall be included that lists the projects, the type of BMP to be implemented, the estimated load reductions, and the schedule for project implementation.
- (3) A specific strategy for implementing BMP effectiveness monitoring; or ambient water chemistry, biological, or sediment monitoring, as appropriate, together with other evaluation techniques designed to enable the permittee to evaluate the effectiveness of the SWMP in reducing TMDL pollutant loads to the MEP. The evaluation process shall include an estimate of the load reductions achieved using an update of the table prepared in accordance with Part VIII.B.3.b.(3) above.

e. Evaluation of Results (Each ANNUAL REPORT):

Each ANNUAL REPORT shall include a section that provides a status report on the implementation of the requirements in this section of the permit and on the estimated load reductions that have occurred for the pollutant(s) of concern.

f. Collaboration with Other MS4 Permittees and Pollution Sources within the Drainage Basin:

The permittees are encouraged to collaborate with each other and with other entities that have TMDL-assigned Wasteload Allocations or Load Allocations within the drainage basin of a water body with an adopted TMDL to complete the tasks outlined in (a) through (e) above. The Department recognizes that TMDLs are best implemented on a watershed-wide basis and that no single entity is responsible for developing and implementing a TMDL implementation plan or for meeting the load reductions specified in an adopted TMDL. Additionally, the Florida Watershed Restoration Act requires the equitable allocation of allowable loads and required load reductions among all sources that are causing or contributing to the water body impairment.

**4. Discharging into Waters with an Adopted DEP or EPA-Established Fecal Coliform TMDL that does not have a BMAP.**

Within 36 months of permit issuance, the permittee shall develop and submit to the Department for approval a Bacterial Pollution Control Plan (BPCP) to identify the sources of bacteria and activities that will be undertaken to reduce fecal coliform loadings from stormwater outfalls to water bodies with adopted fecal coliform TMDLs to the MEP. To develop the plan, the permittee shall use the assessment tools and methodology within the Department's Fecal Coliform TMDL Guidance On-Line Tool Kit that is available online at: [http://www.dep.state.fl.us/water/watersheds/docs/fcg\\_toolkit.pdf](http://www.dep.state.fl.us/water/watersheds/docs/fcg_toolkit.pdf). The BPCP shall, at a minimum, include the following elements, as appropriate:

- a. Identification of potential sources of bacteria discharged from the MS4 system.
- b. Bacteria source tracking or other assessment techniques, including monitoring, to better refine the identification of bacterial sources to the MS4 system and prioritize them for implementation of activities to reduce fecal coliform loadings.
- c. Adoption and implementation of a pet waste management ordinance or program.
- d. Implementation of an educational program directed at reducing bacterial pollution.
- e. Identification of additional structural or nonstructural BMPs or program activities needed to reduce bacterial loadings discharged from the MS4 into water bodies with an adopted fecal coliform TMDL to the MEP. This shall include a summary of BMPs and other activities to be implemented, the schedule for their implementation, and the anticipated load reductions from the implemented activities.
- f. The permittee shall include in each ANNUAL REPORT a status report on the implementation of the requirements in this section of the permit and on the estimated load reductions that have occurred.

**PART IX. GENERAL CONDITIONS**

These general conditions apply to all permits subject to Rule 62-620, F.A.C. These conditions are primarily designed for wastewater facilities and may or may not be appropriate for MS4 stormwater discharges. Consult with the Department on the applicability of specific provisions.

- A. The terms, conditions, requirements, limitations and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. [62-620.610(1), F.A.C.]
- B. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. [62-620.610(2), F.A.C.]
- C. As provided in Subsection 403.087(6), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringements of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. [62-620.610(3), F.A.C.]
- D. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. [62-620.610(4), F.A.C.]
- E. This permit does not relieve the permittee(s) from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee(s) to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee(s) shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee(s) in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. [62-620.610(5), F.A.C.]
- F. If the permittee(s) wishes to continue an activity regulated by this permit after its expiration date, the permittee(s) shall apply for and obtain a new permit. [62-620.610(6), F.A.C.]

- G. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee(s) for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. [62-620.610(8), F.A.C.]
- H. The permittee(s), by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:
1. Enter upon the permittee(s) premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;
  2. Have access to and copy any records that shall be kept under the conditions of this permit;
  3. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and
  4. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules. [62-620.610(9), F.A.C.]
- I. In accepting this permit, the permittee(s) understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, Florida Statutes, or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. [62-620.610(10), F.A.C.]
- J. When requested by the Department, the permittee(s) shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee(s) shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee(s) becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. [62-620.610(11), F.A.C.]
- K. The permittee(s), in accepting this permit, agrees to pay the applicable regulatory program and surveillance fees in accordance with Rule 62-4.052, F.A.C. [62-620.610(13), F.A.C.]
- L. This permit is transferable only upon Department approval in accordance with Rule 62-620.610(14), F.A.C. The permittee(s) shall be liable for any noncompliance of the

permitted activity until the transfer is approved by the Department. [62-620.610(14), F.A.C.]

- M.** Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246, Chapter 62-160 and 62-601, F.A.C. and 40 CFR 136, as appropriate.
1. If the permittee(s) monitors any contaminate more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the ANNUAL REPORT.
  2. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.
  3. Any laboratory test required by this permit shall be performed by a laboratory that has been certified through the Department of Health Environmental Laboratory Certification Program. Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit. Field activities including on-site test and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C. [62-620.610(18), F.A.C.]
- N.** Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. [62-620.610(19), F.A.C.]
- O.** The permittee(s) shall report to the Department any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee(s) becomes aware of the circumstances. A written submission shall also be provided within 5 days of the time the permittee(s) becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- (a) Oral reports as required by this subsection shall be provided as follows:
1. For any noncompliance which may endanger public health or the environment, oral reports shall be provided to the Department by calling the STATE WARNING POINT TOLL FREE NUMBER (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee(s) becomes aware of the discharge. The permittee(s), to the extent known, shall provide the following information to the State Warning Point:
    - a. Name, address, and telephone number of person reporting;
    - b. Name, address, and telephone number of permittee or responsible person for the discharge;

- c. Date and time of the discharge and status of discharge (ongoing or ceased);
    - d. Estimated amount of the discharge;
    - e. Location or address of the discharge;
    - f. Source and cause of the discharge;
    - g. Whether the discharge was contained on-site, and cleanup actions taken to date;
    - h. Description of area affected by the discharge, including name of water body affected, if any; and
    - i. Other persons or agencies contacted.
  - 2. Oral reports, not otherwise required to be provided pursuant to subparagraph (a)1. above, shall be provided to the Department within 24 hours from the time the permittee(s) becomes aware of the circumstances.
- (b) If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department shall waive the written report. *[62-620.610(20), F.A.C.]*



**PART X. DEFINITIONS**

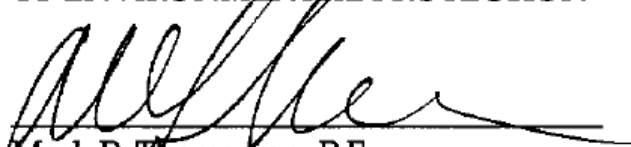
Where terms are used in this permit, definitions found in Rule 62-620.200, F.A.C. and Rule 62-624.200, F.A.C. shall apply. Other definitions used in this permit are provided below:

- A. “Best management practices (BMPs)” means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, residuals, industrial sludge or waste disposal, or drainage from raw material storage. [62-620.200(3), F.A.C.]
- B. “Co-permittee” means a permittee to an NPDES permit that is only responsible for permit conditions relating to the municipal separate storm sewer that it operates. [62-624.200(1), F.A.C.]
- C. “Major facility” means any NPDES facility or activity classified as such by EPA with the concurrence of the Department. [62-620.200(23), F.A.C.]
- D. “Major municipal separate storm sewer outfall” means a municipal separate storm sewer outfall that discharges from a single pipe with an inside diameter of 36 inches or more or its equivalent (discharge from a single conveyance other than circular pipe which is associated with a drainage area of more than 50 acres); or for municipal separate storm sewers that receive stormwater from lands zoned for industrial activity (based on comprehensive zoning plans or the equivalent), an outfall that discharges from a single pipe with an inside diameter of 12 inches or more or from its equivalent (discharge from other than a circular pipe associated with a drainage area of 2 acres or more). [62-624.200(5), F.A.C.]
- E. “Major outfall” means a major municipal separate storm sewer outfall. [62-624.200(6), F.A.C.]
- F. “Municipal separate storm sewer” or MS4 means a conveyance or system of conveyances like roads with stormwater systems, municipal streets, catch basins, curbs, gutters, ditches, constructed channels, or storm drains:
  - 1. Owned or operated by a State, city, town, county, special district, association, or other public body (created by or pursuant to State Law) having jurisdiction over management and discharge of stormwater and which discharges to surface waters of the state;
  - 2. Designed or used for collecting or conveying stormwater;
  - 3. Which is not a combined sewer; and
  - 4. Which is not part of a Publicly Owned Treatment Works (POTW). POTW means any device or system used in the treatment of municipal sewage or industrial wastes of a liquid nature which is owned by a “State” or “municipality.” This definition includes sewers, pipes, or other conveyances only if they convey wastewater to a POTW providing treatment. [62-624.200(8), F.A.C.]

- G. "Outfall" means a point source at the location where a municipal separate storm sewer discharges to water of the state and does not include open conveyances connecting two municipal separate storm sewers, or pipes, tunnels or other conveyances which connect segments of the same stream or other waters of the state and are used to convey waters of the state. [62-624.200(9), F.A.C.]
- H. "Permittee" means the owner, operator or other entity to which a permit for a wastewater facility or activity is issued by the Department. The term "permittee" shall be functionally synonymous with the terms "owner," "contractor," and "licensee," but shall not include licensed individuals, such as State certified operators, unless they are the persons to whom a facility permit is issued by the Department. The term shall extend to a permit "applicant" for purposes of this chapter. [62-620.200(35), F.A.C.]
- I. "Point source" is defined as any discernible, confined, and discrete conveyance, such as any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, or landfill leachate collection system from which pollutants are or may be discharged. [62-624.200(9), F.A.C.]
- J. "Stormwater" means stormwater runoff, surface runoff and drainage. [62-624.200(12), F.A.C.]
- K. "Stormwater Associated with Industrial Activity" is as defined in 40 CFR 122.26(b)(14).
- L. "Storm sewer," for the purposes of this permit unless otherwise indicated, refers to an MS4.

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION



Mark P. Thomasson, P.E.

Director

Division of Water Resource Management



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5402

County Administrator's Report 12. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/05/2013

Issue: Special Needs Housing for Persons with Developmental Disabilities  
Agreement with ARC Gateway, Inc.

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the Special Needs Housing for Persons with Developmental Disabilities Agreement with ARC Gateway, Inc. - Keith Wilkins, Community & Environment Department Director

That the Board take the following action regarding the Special Needs Housing for Persons with Developmental Disabilities Agreement with ARC Gateway, Inc. (ARC), in compliance with targeting provisions stipulated in the 2014 State Housing Initiatives Partnership (SHIP) Program:

A. Approve an Agreement with ARC Gateway, Inc. (ARC), committing a maximum of \$113,786 in SHIP Program funds to assist with rehabilitation of five ARC-owned group home facilities through which housing and supportive services are provided for approximately 30 persons with developmental disabilities; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and the Interim County Administrator to execute other Project-related documents, as may be required, to complete the Rehabilitation Project.

[Funding: Fund 120/SHIP, Cost Center 220444]

#### **BACKGROUND:**

The Board approved the 2014-2016 Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan on April 2, 2013, stipulating housing development strategies and projected funding allocations (see **Exhibit I** for Board resume). Subsequently, during the 2013 session, the Legislature approved an allocation from the Mortgage Fraud Settlement Fund to provide one-time support for the 2014 SHIP Program. Though allocated as SHIP funds, the Legislature placed additional targeting requirements upon the use of the funds, including a 20% set-aside for special needs projects with highest priority being for those that specifically assist with rehabilitation of housing to enhance the independence and quality of life for persons with developmental disabilities (see **Exhibit II** for set-aside provisions). A public notice of availability of SHIP funds for this targeted purpose was issued per requirements of Florida Housing Finance Corporation (FHFC). ARC Gateway, Inc., a long-standing non-profit

provider of housing and services for persons with developmental disabilities in the local community, submitted a proposal to utilize \$113,786 in SHIP funds to address needed rehabilitation of five existing ARC owned group home facilities, located at: 5725 Hilltop Road, 6211 Leesway Boulevard, 1835 Summit Boulevard, 2145 Summit Boulevard and 7645 LeJeune Drive. Planned improvements will address Americans with Disabilities Act (ADA), code and general livability issues in the residential facilities to enhance their ability to meet the needs of approximately 30 individuals who reside in the homes. The formal Agreement required to implement the SHIP assisted rehabilitation project has been prepared and is submitted for approval by the Board (see **Exhibit III** for the ARC/County Agreement). Stable, accessible housing, with appropriate supportive services through a properly licensed agency, such as ARC, is extremely critical to the long-term quality of life and employability of persons with developmental disabilities.

Though title to the properties is held by ARC, a deed restriction will be filed on the parcels which: (a) restricts the use of the group homes for a minimum affordability period of 15 years; and (b) provides that, if ARC ceases to utilize the group homes for this specified purpose during the subject period, the SHIP funds shall become due and repayable to the Escambia/Pensacola SHIP Affordable Housing Trust Fund, unless a mutually agreed upon alternate use is approved by the County. These restrictions ensure the utilization of the units meet applicable SHIP Program requirements.

**BUDGETARY IMPACT:**

Funds to support this Agreement are budgeted in County FY 2014 in Fund 120/SHIP, Cost Center HHRP 220444.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Agreement (included in **Exhibit III**) has been reviewed and approved by Kristin Hual, Assistant County Attorney. ARC has also reviewed and approved the subject document.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Agreement must be approved by the Board and executed by the parties in order for the project to proceed. This project directly supports provisions of the Board and FHFC approved Escambia/Pensacola SHIP Local Housing Assistance Plan.

**IMPLEMENTATION/COORDINATION:**

The Agreement and related project implementation will be generally managed by NEFI in conjunction with ARC and the City of Pensacola Housing Department. Long term monitoring requirements associated with SHIP funding will be managed by NEFI in coordination with the City of Pensacola and ARC. ARC and the City of Pensacola Housing staff are aware of this recommendation and its scheduled consideration by the Board.

---

**Attachments**

Exhibit I

Exhibit II

Exhibit III

---

RESUME OF THE REGULAR BCC MEETING – ContinuedCOUNTY ADMINISTRATOR'S REPORT – ContinuedII. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Recommendation: That the Board authorize the Chairman to send a letter to the Florida Department of Revenue informing them that the Escambia County Board of County Commissioners is aware that proceeds available to Counties, pursuant to Section 212.20(6)(d)6a, Florida Statutes, are being directed to the Escambia County School District.

**Approved 5-0**

5. Recommendation: That the Board take the following action regarding the Escambia/Pensacola 2014-2016 State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan (Funding: Fund 120, SHIP; funds will be budgeted in Fiscal Year 2014):
- A. Adopt the Resolution approving the Escambia/Pensacola 2014-2016 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; projected SHIP funding (estimated program income only) for each year of the three-year Plan period is: 2014 \$100,000; 2015 \$100,000; and 2016 \$100,000;
  - B. Approve the SHIP Program Escambia/Pensacola 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;
  - C. Authorize staff to revise the SHIP budgetary allocations within the approved Plan or between the approved strategies to accurately reflect actual funding distributions provided by Florida Housing Finance Corporation (FHFC); and
  - D. Authorize the Chairman and/or the Interim County Administrator, as appropriate, to execute all documents required to submit, receive, and implement the SHIP Plan and all related activities.

**Approved 5-0**

**State Housing Initiative Partnership (SHIP) Program,  
Fiscal Year 2013-2014 Funding Certification**

**EXHIBIT II**

**SPECIAL NEEDS  
EXCERPT ONLY**

**Name of Local Government**

Escambia County/City of Pensacola (Interlocal)

**Projected Allocation\***

\$ 526,015.00

\*see allocation chart attached to this document

Strategies	Category (HO or Rental)	Existing or New Strategy	Special Needs Eligible*	Total Units to be Served	Total \$ Amount to be Expended
Purchase Assistance	HO	Existing		26	\$ 190,000
Replacement Housing (HOME Match)	HO	Existing		4	\$ 40,000
Housing Repair	HO	Existing	Yes	23	\$ 168,235
Rental (Special Needs Housing )	Rental	Existing	Yes	3	\$ 112,000
					Minimum \$ Required
					\$
<b>Total must equal total allocation for 2013-2014 minus administrative costs</b>					\$ 510,235
*For strategies targeting the Special Needs requirement, describe the process that will be utilized to ensure this goal is met:					
The Rental strategy will target rehabilitation of rental units specifically for persons with special needs as defined in Chapter 420.0004 F. S., with the <u>first priority being those units set-aside for persons with developmental disabilities</u> (as defined in Chapter 393.063(9) F. S. The SHIP Funding Availability Notice will stipulate this priority.					
Additionally, the Housing Repair strategy will provide a priority for persons with special needs (as defined in Chapter 420.0004 F. S.), who are on the existing SHIP Housing Repair waiting list. The SHIP Funding Availability Notice will stipulate this priority.					

### **Statutory Definition of Developmental Disabled Person(s)**

*\*\*\*393.063 (9), F.S. "Developmental disability" means a disorder or syndrome that is attributable to retardation, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.*

**SPECIAL NEEDS HOUSING FOR PERSONS WITH  
DEVELOPMENTAL DISABILITIES AGREEMENT  
(ARC Gateway, Inc.)**

**THIS AGREEMENT** is made and entered into this 5th day of December, **2013**, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, hereinafter referred to as "County"; and **ARC GATEWAY, INC.**, a not for profit corporation organized under the laws of the State of Florida (Federal Identification Number 59-0940528), hereinafter referred to as "Agency"; for the sole purpose of providing Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program (hereinafter "SHIP") funds to support rehabilitation of existing group home facilities serving persons with developmental disabilities in Escambia County.

**WITNESSETH:**

**WHEREAS**, the County has provided limited targeted support for improvements that provide significant public benefit for special needs populations and that meet identified community needs; and,

**WHEREAS**, in the 2013 session the Florida legislature mandated a funding set-aside within the 2014 ship allocation effectively targeting rehabilitation of housing for persons with special needs, with the highest priority being housing serving those persons with developmental disabilities; and,

**WHEREAS**, the Agency is a non-profit organization established and properly licensed to provide housing and supportive services for persons with developmental disabilities within Escambia County; and,

**WHEREAS**, the County received 2014 SHIP funds from the State of Florida, Florida Housing Finance Corporation ("FHFC") which originated from the Mortgage Fraud Settlement Fund (aka: Attorney General Mortgage Settlement Fund) for use in furtherance of its public purpose; and,

**WHEREAS**, a portion of said grant funding is prioritized and approved for the express purpose of assisting with the rehabilitation of housing to enhance the independence and quality of life for persons with developmental disabilities; and,

**WHEREAS**, the facilities to be rehabilitated will be utilized by the Agency to serve persons with special needs in accordance with provisions of Florida Statutes Chapter 420.0004 and accompanying provisions of SHIP Administrative Rule 67-37; and,

**WHEREAS**, the Agency possesses the financial and managerial ability to provide for continued staffing, operation and maintenance of the facilities following completion of the rehabilitation.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good valuable consideration, the parties agree as follows:



## **ARTICLE I Supervision**

1. The Agency agrees to perform required services under the general coordination of the Neighborhood Enterprise Foundation, Inc., ("NEFI"), as designated agent for Escambia County, or other duly approved County authority as the County may direct.

1.1 Initial contract managers, responsible for coordination and administration of this Agreement and attending regular meetings with the Agency, are designated as follows:

Contract Manager for County: Randy Wilkerson, Executive Director  
Neighborhood Enterprise Foundation, Inc.  
P. O. Box 18178  
Pensacola, Florida 32523  
Phone: (850) 458-0466  
Fax: (850) 458-0464  
E-Mail: [rrwilker@co.escambia.fl.us](mailto:rrwilker@co.escambia.fl.us)

1.2 Contract Coordinator for Agency: Mr. Charles Brewer, Executive Director  
ARC Gateway, Inc.  
2932 North 10<sup>th</sup> Avenue  
Pensacola, Florida 32503  
Phone: (850) 438-2638  
Fax: (850) 438-2180  
E-Mail: [cbrewer@arc-gateway.org](mailto:cbrewer@arc-gateway.org)

## **ARTICLE II Funding**

2. The County agrees to provide SHIP funds in an aggregate amount not to exceed **\$113,786.00** payable solely from SHIP funds made available to the County through the 2014 SHIP Program Grant as provided by FHFC. In addition to the SHIP funds provided herein, Agency agrees to document the expenditure/contribution of an additional \$12,415 of Agency funds or resources toward the total cost of this rehabilitation project within the term of this Agreement.

2.1 Parties hereto agree that SHIP funds shall be paid by the County to the Agency, on a reimbursement basis, to support costs of rehabilitating existing group home facilities owned by the Agency, as further detailed herein.

## **ARTICLE III County Responsibilities**

3. As the legal recipient of the SHIP funds referenced in Article II above, the County shall have final authority regarding the allowability of expenditures associated with such funds. Should the County find or declare any SHIP expenditure unallowable based upon governing SHIP Regulations at Chapter 420, Florida Statutes; Florida Housing Finance Corporation (FHFC) Administrative Rule 67-37; or regulatory policies related thereto, the County retains

the right to refuse payment of SHIP funds pending receipt of determination of allowability from FHFC.

3.1 County, and/or its agent, NEFI, shall maintain continuous involvement in the rehabilitation of **five (5)** Agency owned group homes, including: project planning/scheduling/oversight; preparation of rehabilitation specifications and bid/quotation solicitation documents; review of bids/quotes received; review of construction contracts/proposals (for contractors or subcontractors); award of construction contract(s) and final approval(s); processing any and all payments associated with the County SHIP funds; and monitoring construction contract compliance matters related to the rehabilitation of the existing group home facilities. The County's total investment in the project shall not exceed **\$113,786.00** as required to complete specified rehabilitation and Americans with Disabilities Act (ADA) related work to **five (5) group homes for persons with developmental disabilities located at: 5725 Hilltop Road, 6211 Leesway Boulevard, 1835 Summit Boulevard, 2145 Summit Boulevard and 7645 LeJeune Drive**, all lying within Escambia County or the City of Pensacola. Said group home facilities to be rehabilitated with SHIP funds are owned by the Agency and solely utilized by the Agency in providing housing and related services for persons with developmental disabilities as described in Article IV Section 4.3 of this Agreement. The group homes shall be rehabilitated to meet the needs of Agency within the **\$113,786.00** funding limitation posed herein, unless the Agency elects to provide additional funding from its resources to address all costs in excess of this amount. For purposes of this agreement, the Agency shall provide a minimum of **\$12,415.00** of the total development costs from non-SHIP resources. By execution of this Agreement, Agency agrees to the utilization of the properties in accordance with the terms and conditions stipulated herein.

3.2 The Agency and County (NEFI), shall make every effort to complete rehabilitation of the **five group homes** within a maximum of one hundred twenty (120) days of the date of this Agreement, and the Agency shall take the actions required to ensure the facility is available for continued occupancy by eligible persons within thirty (30) days thereafter. However, under no circumstances shall County or NEFI incur any liability whether legal, financial or otherwise, if the process exceeds the one hundred twenty (120) days or if the project is terminated by action of the County or Agency.

3.3 All SHIP Grant compliance matters shall be under the control of the County and/or its agent, NEFI, and all project related SHIP Grant payments shall be made by the responsible fiscal officers of the County in consultation with County or NEFI and the Agency. However, the County shall retain final authority over the approval or denial of SHIP related payments. The Agency shall secure written competitive quotes from contractors or subcontractors for completion of all or components of the rehabilitation work and shall fully document same to the County or NEFI. The Agency shall have the option of utilizing a single contractor or utilizing multiple subcontractors to complete the rehabilitation work, but the selected option shall be confirmed to the County or NEFI prior to initiating any rehabilitation work. If required, the Agency shall, from its own non-SHIP financial resources, be totally responsible for selection of and payment for professional services required for facility design and development of technical specifications.

3.4 The County (NEFI) and Agency shall adhere to all applicable Federal, State and local regulations during the completion and implementation of the rehabilitation project.

## ARTICLE IV Agency Responsibilities

4. The Agency agrees to fully cooperate and assist the County (NEFI) in a manner prescribed by the County (NEFI), in rehabilitating the group homes, throughout the design, bidding and construction process and shall ensure that the resulting units meet the needs of the Agency for the intended use specified in Article IV Section 4.3 of this Agreement. The Agency's proposal for the rehabilitation of special needs housing for persons with developmental disabilities is incorporated as EXHIBIT I of this Agreement.

4.1 The Agency's designated Contract Coordinator shall serve as liaison to County (NEFI) for purposes of implementation of this project and such representative shall continually coordinate with the County's designated Contract Managers to assure positive culmination of the project.

4.2 The Agency's Contract Coordinator or representative(s) shall participate in routine meetings, telephone conferences, and project reviews; and shall bring any project related concerns to the attention of the County Contract Managers in the most prudent manner possible. Within thirty (30) days after the approval of this Agreement the Agency shall provide clear documentation, to the satisfaction of County (NEFI), of the availability of Agency resources and financial support as necessary to ensure that the continuing operational costs for the transitional housing units will be available to the Agency upon project completion, and without further project specific funding from the County.

4.3 Following the rehabilitation of the **five (5)** Agency owned group homes at locations identified in Section 3.1 of this Agreement, the SHIP assisted units shall be continuously utilized by the Agency expressly and solely for the provision of housing and related services for **approximately thirty (30) persons** with developmental disabilities. Each individual group home has an approved (licensed) capacity of **six (6)** persons. For purposes of this agreement, the term "*developmental disabilities*" shall refer to *a disorder or syndrome that is attributable to retardation, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.* . An eligible person is defined as a person with developmental disabilities under case management of the Agency and having a gross family income less than fifty percent (50%) of the Pensacola area median income adjusted for family size. Said persons must be concurrently receiving case management and/or supportive services from the Agency to assist in maintaining their ability to live independently in the community. Such services shall minimally include: routine interaction to ensure the mental and emotional stability of the individual; monitoring proper use of prescribed medications; life skills or similar habitability training; job readiness/job search; reasonable access to existing GED, vocational or similar educational opportunities; money management counseling; and other services as may be warranted based upon the individual needs of each person. Housing and all related services provided to eligible persons by the Agency utilizing the units developed hereunder shall be continually made available in a non-discriminatory manner to all persons. This continuing use requirement shall be legally confirmed by recording a Property Use Deed Restriction in the official property records of Escambia County limiting the use of the group home facilities to the purposes specified in this Agreement. Said deed restriction shall be in conformance with the document provided in EXHIBIT II of this Agreement, and shall be recorded prior to completing

rehabilitation of the group home facilities financed through this Agreement. Failure of the Agency to conform to the prescribed facility use restrictions shall render this agreement null and void, resulting in the cancellation of the agreement, whereupon, the Agency shall repay the SHIP funds to the County in amounts equal to the contribution provided hereunder; or the Agency shall obtain written County approval of an acceptable alternate use of the subject units.

In this regard, for the duration of this Agreement, the County retains the exclusive right to review and approve alternate uses of the transitional housing units in accordance with the SHIP Program eligibility requirements as specified in Chapter 420 Florida Statutes, FHFC Administrative Rule 67-37, and subsequent amendments thereto.

4.4 Subsequent to completion of the rehabilitation of the **five (5)** group homes, the SHIP assisted units shall be owned and occupied by the Agency for utilization as detailed in Article IV Section 4.3 of this Agreement and in accordance with the general terms and conditions cited throughout this Agreement. Immediately upon completion of rehabilitation work, all responsibility and liability for the ongoing day-to-day oversight, staffing, operational funding, maintenance, repair, regulatory compliance, insurance and any related obligation or requirement associated with the SHIP assisted units shall vest with the Agency. Execution of this agreement indicates the Agency's concurrence with the restrictions imposed herein.

4.5 Should housing or services be interrupted during the construction process, the Agency shall reinitiate utilization of the group homes for meeting the needs of persons with development disabilities not more than thirty (30) days after completion of the construction process, as documented by final inspection(s)/approval(s) by the cognizant building officials of Escambia County or the City of Pensacola, as applicable. Such action shall include the provision of funds, licenses, insurance, certifications, staffing and approvals by the Agency as required to assure delivery of services on a continuous basis for the purposes of serving eligible persons as described in this Agreement.

4.6 The Agency is currently a chartered Florida non-profit corporation organized in accordance with Chapter 617 of the Florida Statutes. Further, Agency is recognized as a 501(c)(3) non-profit corporation by the United States Internal Revenue Service. The Agency shall maintain the foregoing status throughout the term of the Agreement. Initial documentation of Florida incorporation and IRS 501(C)(3) designation is included in **EXHIBIT III** of this Agreement. If at any time during the term of this agreement the Agency's non-profit status is terminated, withdrawn, threatened or altered in any manner, the Agency shall immediately provide written notification of such action to the County. Such change in status shall constitute a breach of this agreement, and subject said agreement to cancellation in accordance with provisions of Article VIII Section 8.1 of this Agreement.

## **ARTICLE V**

### **Data Collection and Reporting**

5. The Agency shall maintain accurate and timely records detailing the occupancy status of the group home facilities at all times, including characteristics, family income, occupancy status, etc. as directed by the County ("NEFI"), and detailed in **EXHIBIT IV** of this Agreement. Reporting requirements may be revised from time to time to meet data needs of the County ("NEFI").

5.1 Agency shall cooperate with County (NEFI) in assuring that SHIP income compliance requirements are met by each person prior to occupying or reoccupying SHIP assisted group homes. Income certifications, along with clear documentation of income eligibility of each person, for each individual residing in the SHIP assisted group home following completion of rehabilitation work shall be provided, in writing, to County (NEFI). County (NEFI) shall provide required income certification forms and training to Agency staff on a routine basis to ensure continuing compliance with SHIP eligibility restrictions.

5.2 Reports shall minimally provide the client information, accomplishments, and supporting information cited in the sample documents provided in **EXHIBIT IV**. Agency is encouraged to utilize the supplied formats, but the County (NEFI) will accept alternate reporting forms to the extent the required data is clearly detailed.

## **ARTICLE VI**

### **Facility Use Only for Designated Purposes**

6. Upon completion of the construction of the transitional housing units, as evidenced by final permit inspection(s) and approval(s) issued by the cognizant Building Official of the County or City of Pensacola, as appropriate, said facility shall be continuously utilized by the Agency solely for the provision of housing in accordance with provisions, terms and limitations of this Agreement. No alternate uses are implied or authorized by this Agreement. Therefore, should the Grant assisted facility cease to be used for the authorized purpose for any consecutive period exceeding sixty (60) calendar days, the Agency shall immediately notify the County of such action.

6.1 In the event the Agency ceases to use the group home facilities for the original purpose, in accordance with the property use deed restriction the Agency shall repay to the County all SHIP funds provided in support of the rehabilitation of the group homes; unless the Agency obtains written County approval of an acceptable alternate use of the units. The County shall have the final approval authority regarding alternative uses for the group homes for the duration of this Agreement.

6.2 The Agency shall possess and control the group homes for the stated purpose and shall not encumber, mortgage, pledge, or otherwise endanger the SHIP assisted facilities without the prior express consent of the County. Said terms and conditions shall remain in effect for the full duration of this Agreement.

## **ARTICLE VII**

### **Term of Agreement**

7. This Agreement shall commence on the 5th day of December, **2013**, and terminate exactly sixteen (16) years later, unless terminated earlier per Section 6.1 or Section 7.1

7.1 If Agency should fail to perform its duties as defined herein with respect to the SHIP assisted facilities, or should SHIP funds cease to be available to the County, the County may without legal or financial liability, or recourse to Agency, terminate this Agreement by providing written fifteen (15) day notification to the Agency. In the event the termination is for lack of funds, the County shall only be obligated to pay those costs incurred and approved for payment

prior to the date of issuance of said termination notification to Agency, and such payments shall be made only to the extent that SHIP funds are made available to the County for such purposes. Alternatively, in the event of termination for Agency's failure to perform, the County shall afford the Agency the opportunity to initiate actions to rectify the deficiency during the fifteen (15) day notification period. During this period, the County shall suspend any and all SHIP payments pending successful resolution of the deficiency by the Agency, and/or seek other remedies as provided in this Agreement or provisions of law.

## **ARTICLE VIII**

### **Records**

8. The County (NEFI) and Agency agree to maintain records specifically related to this project in such a manner as to assure proper accountability and documentation.

8.1 The County, Agency, and NEFI project specific records and accounts shall at all times be subject to inspection, review, and/or audit for a period of five (5) years following post-rehabilitation use of the group homes by the Agency, unless such records are the subject of litigation or audit, whereupon, such records shall be maintained indefinitely pending completion of said litigation or audit. Access to such records will be provided to the County (NEFI), Florida Housing Finance Corporation (FHFC) and/or other duly authorized parties upon request.

8.2 Agency, at its sole cost, shall annually contract the services of an Independent Certified Public Accountant to perform a complete audit of the records and accounts of the Agency. One (1) complete original of each annual audit shall be provided to the Office of the Clerk of the Circuit Court/Finance Division by the Agency for the period encompassed by this Agreement. Any questioned costs or management issues raised as a result of any audit shall be promptly addressed by the Agency, with copies of pertinent resolution responses, information or documentation relating to such issue(s) provided to the Office of the Clerk of the Circuit Court/Finance Division.

## **ARTICLE IX**

### **Civil Rights and Anti-Discrimination**

9. The Agency accepts the terms of this Agreement, the SHIP Grant, and all related provisions included in this Agreement, as the same may be amended.

9.1 All parties agree to provide Equal Employment Opportunity to all individuals regardless of sex, race, color, handicap, familial status, disability, religion, or national origin. The Agency and County shall not discriminate against any employee or applicant, because of race, religion, color, sex, national origin, disability, or familial status. The Agency and County shall take affirmative action to ensure that applicants are employed, and that employees treated during employment without regard to their race, religion, color, sex, disability, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Agency agrees to post, in a conspicuous place, notices setting forth these provisions.

9.2 The Agency shall provide written reports at least annually to the County Contract Manager, in a form and manner generally prescribed in EXHIBIT IV of this Agreement, stipulating

number of persons served, estimated racial composition of clients served, and the type of service provided through the facility, and such other and additional information as the County (NEFI) may reasonably require. Such reports shall be provided to the Contract Managers at least quarterly for the duration of this Agreement, unless written authorization to dispense with said reporting is provided to the Agency by the County Contract Managers.

9.3 All services and facilities associated with this project shall be made available by the Agency in a non-discriminatory manner. Services and access to the facilities shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin. Further, the facilities will be operated in strict accordance with provisions of the Americans with Disabilities Act (ADA) and shall be accessible to the degree mandated by law. The Agency accepts sole responsibility for ensuring such non-discriminatory access.

## **ARTICLE X**

### **Insurance and Indemnification Requirements**

10. The Agency shall act as independent contractor and not as employees of the County; or its designated agent, NEFI; in providing the aforementioned services. The Agency shall hold harmless Escambia County, Neighborhood Enterprise Foundation, Inc., and their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, agents, and representatives from any and all claims, suits, actions, damages, liability, and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this Agreement, provided any such claim, suit, action damage, liability or expense is caused in whole or in part by an act or omission of the Agency, or the contractors, subcontractors, representatives, licensees, invitees, agents or employees of the Agency, or employees of any of the aforementioned individuals or entities. The Agency's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

10.1 As owner of the group home facilities, Agency shall at all times during the tenure of this agreement maintain in full effect the following policies of insurance:

a. Commercial general liability insurance policy covering all acts of the Agency in managing and implementing the activities described herein with combined single limits of **\$1,000,000**, including coverage for bodily injury, broad form property damage, personal injury, contractual liability, and independent contractors. The Agency shall purchase on forms no more restrictive than the latest editions of the Comprehensive General Liability and Business Auto policies filed by the Insurance Services Office. The County and NEFI shall be Additional Insureds and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this agreement. The County and/or NEFI shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company.

b. Automobile liability with combined single limits of **\$500,000**, including bodily injury and property damage arising out of operation, maintenance or use of all owned, hired and non-owned vehicles.

c. All worker's compensation and employers liability insurance required by applicable Florida law, and the responsibility of coverages of the Agency.

All of the above policies shall be with carriers admitted to do business in the State of Florida.

The Agency shall have certificates of insurance forwarded to:

Escambia County  
Office of Risk Management  
P.O. Box 1591  
Pensacola, Florida 32597

The certificates shall show the County and Neighborhood Enterprise Foundation, Inc. (NEFI), as an additional insured and the certificate holder shall provide that Escambia County shall be notified at least thirty (30) days in advance of policy cancellation, nonrenewal or adverse change or restriction in coverage. If required by the County, the Agency shall furnish copies of the Agency's insurance policies, forms, endorsements, jackets and other items forming a part of or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the County, an ACORD 25. Any wording which would make notification of cancellation, adverse change or restriction in coverage to the County, an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Agency shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the County and shall file with the County Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the County, the Agency shall, upon instructions of the County, cease all operations under the agreement until directed by the County, in writing, to resume operations.

10.2 Builders Risk Insurance Coverage. The Agency and County (NEFI) shall ensure that the Contractor completing work on the site or the Agency shall carry builder's risk insurance for the duration of the construction process in an amount adequate to cover the full value of the facility including improvements made by the Contractor. The County shall be listed as loss payee by endorsement on the policy and the Certificate of Insurance and shall have the power to adjust and settle any loss.

10.3 The Agency required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Agency's coverage. The Agency's policies of coverage will be considered primary s related to all provisions of the agreement.

10.4 The Agency agrees to pay on behalf of the County and NEFI, as well as provide a legal defense for the County and NEFI, both of which will be done only if and when requested by the County and/or NEFI, for all claims as described in Article V of this agreement. Such payment on the behalf of the County or NEFI shall be in addition to any and all other legal remedies available to the County or NEFI and shall not be considered to be the County or NEFI's exclusive remedy.

10.5 The Agency and any of its associates, agents, insurers or subcontractors involved in the performance of this agreement must comply with all applicable federal, state and local laws and regulations governing environmental pollution control and abatement in effect on



the date of execution of this Agreement, as well as any other specific requirements stated elsewhere in this document. Agency agrees to indemnify and hold harmless the County and NEFI, and their respective agents and employees, from and against any and all liability, claims, suits, losses, expenses, judgments, costs and damages, including those resulting from the negligence of the Agency, its employees, agents, subcontractors, or other authorized representatives, which may arise as a result of the violation of any Environmental Law, Ordinance, Statute, Rule or other environmentally related legal requirement associated with the persecution of the work defined in this agreement. Further, the Agency assumes all legal and financial liability and the direct responsibility for assuring full and complete volunteer training and protection of the public, through the proper management, handling, removal, transportation and disposal of any hazardous materials, chemicals, wastes, or substances encountered by or used in the completion of the work in any way related to this Agreement.

#### **ARTICLE XI Nepotism**

11. The Agency agrees 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 XII SHIP Grant Program Income**

12. SHIP funds shall be provided to the Agency in the form of a grant with provision for total forgiveness at the end of the minimum fifteen year affordability period and therefore, no program income is anticipated to result from investment of SHIP funds. Any rental or related income generated by the occupancy of the group homes shall be used by the Agency to support operational costs of the housing and related services.

#### **ARTICLE XIII Uniform Requirements**

13. Agency will comply with all applicable provisions of the requirements associated with the expenditure of SHIP Grant funds per the SHIP Regulations at Chapter 420 Florida Statutes; Florida Housing Finance Corporation (FHFC) Administrative Rule 67-37; specific requirements mandated by the Florida legislature with respect to expenditure of Mortgage Fraud Settlement Funds (as identified herein) or regulatory policies related to these statutes and rules. In executing this Agreement and the certification provided in **EXHIBIT V** of this Agreement, Agency certifies that it shall cooperate in all actions required to fully comply with said provisions of law.

#### **ARTICLE XIV General Provisions**

14. The Agency agrees that the contents of **EXHIBITS I, II, III, IV and V** are part and parcel of this Agreement and hold the same legal authority as the Agreement. Further, the Agency agrees:

14.1 To abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, and which is incorporated by reference herein;

14.2 To permit and facilitate such audits and reviews as may be required by FHFC, the Escambia County Clerk of the Circuit Court/Finance Division, designated independent auditing firm(s), or their authorized representatives as may be directed in relation to this Agreement;

14.3 To produce all documents upon request by the County, FHFC, or the authorized representatives of each;

14.4 ARC Gateway, Inc. functions primarily as a community based educational and social service organization and, for purposes of this Agreement, maintains a specific emphasis upon assisting developmentally disabled persons in this community, and the Agency resolves to maintain such function for the duration of this Agreement.

## **ARTICLE XV**

### **Understanding of Terms**

15. 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 VI Section 6.1 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.

15.1 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.

15.2 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.

15.3 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.

15.4 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 paragraph 1, above.

15.5 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

**ESCAMBIA COUNTY, a political subdivision  
of the State of Florida, by and through  
its BOARD OF COUNTY COMMISSIONERS**

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

By: \_\_\_\_\_  
Lumon J. May, Chairman

BCC Approved: December 5, 2013

**Approved as to form and legal sufficiency:**

Approved as to form and legal  
sufficiency.

By/Title: K. J. May  
Date: 11/18/13

**ARC GATEWAY, INC., a not for profit  
corporation chartered in the State of Florida,  
by and through its Board of Directors**

**WITNESSED:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Pat Young  
President, Board of Directors

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2136, by \_\_\_\_\_, who is President of the Board of Directors of ARC Gateway, 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.

(Notary Seal must be affixed)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary Printed  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

# **EXHIBIT I**

**ARC GATEWAY, INC. SPECIAL NEEDS HOUSING FOR  
PERSONS WITH DEVELOPMENTAL DISABILITIES**

**(ARC GATEWAY, INC. / SHIP FUNDING PROPOSAL)**

## **EXHIBIT II**

### **PROPERTY USE DEED RESTRICTIONS FOR SHIP ASSISTED SPECIAL NEEDS HOUSING**

THIS INSTRUMENT PREPARED BY:  
RANDY WILKERSON, EXECUTIVE DIRECTOR  
NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.  
P.O. BOX 18178  
PENSACOLA, FLORIDA 32523 (850) 458-0466

## **DECLARATION OF COVENANTS AND RESTRICTIONS**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

THIS DECLARATION, is made by **ARC GATEWAY, INC.**, a Florida corporation not-for-profit ("ARC");

WHEREAS, ARC owns certain properties in Escambia County, Florida, more or particularly described as follows:

### **AS PER ATTACHMENT MARKED EXHIBIT "A"**

(the "Properties"); and

WHEREAS, ARC has caused the rehabilitation of five group homes, known as **SHIP ASSISTED ARC UNITS**, (the "Project") on the Properties in order to assist in providing housing and related services for persons with developmental disabilities in Escambia County and the City of Pensacola, Florida; and

WHEREAS, ARC further desires to impose certain restrictions on the Properties in order to assure that the Project based upon primary funding through the Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program;

NOW THEREFORE, for and in consideration of the premises, ARC, for itself and its successors and assigns, hereby establishes this Declaration of Covenants and restrictions, and declares that the Properties shall be held, sold and conveyed subject to the following covenants and restrictions, and to have covenanted to observe, comply with, and be bound by all such covenants and restrictions until **December 5, 2019**.

1. ARC Gateway, Inc. (the "Agency"), shall for a minimum of fifteen (15) years, **but not prior to the date stated herein**, restrict the use of the above-described real property(ies) to the provision of housing for occupancy by persons with developmental disabilities (as defined at 393.063(9) Florida Statutes) whose incomes do not exceed **fifty percent (50%)** of the Pensacola Metropolitan Area median income, as determined by the Secretary of Housing and Urban Development, with adjustment for family size. The Agency shall continually maintain occupancy information and said documentation shall be provided by the Agency to the County or its designated representative at least annually or the duration of this deed restriction.

Until expiration of the Property Use Deed Restriction, if the Agency determines that this property is no longer suitable for use in providing housing for persons with developmental disabilities and no alternate SHIP eligible uses for the property have been approved by the County, the Agency shall advise the Board of County Commissioners of such decision in writing. Thereupon, the Agency shall immediately repay to the County (SHIP Affordable Housing Trust Fund), **\$113,786.00** which is the total amount of SHIP assistance provided to the Agency in support of the rehabilitation of the five group home properties legally described in Exhibit "A". The Board of County Commissioners shall have sole authority to release the said property described in Exhibit "A" from the requirements stipulated herein and may do so only

upon repayment of the total amount of the SHIP assistance provided to the Agency in accordance with the provisions of the SHIP Special Needs Housing for Persons with Developmental Disabilities Agreement executed between the parties dated December 5, 2013. Such approval by the Board of County Commissioners shall be evidenced in the official minutes of the Board of County Commissioners as maintained in the public records of Escambia County, Florida. Upon full repayment of SHIP funds to the County and recording of said Resolution, the Agency's obligation to use the property for the purposes stated herein or alternate uses approved by the County shall cease.

2. These Covenants and Restrictions shall run continuously with the Property until December 5, 2019.

IN WITNESS WHEREOF, ARC Gateway, Inc. pursuant to action of its Board of Directors, has executed this Declaration of Covenants and Restrictions, causing its name to be signed by its President and corporate seal to be affixed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ARC GATEWAY, INC.,**  
a Florida not for profit corporation

By: \_\_\_\_\_  
President: Pat Young  
Print Name: President, Board of Directors

**WITNESSED:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2136, by \_\_\_\_\_, who is President of the Board of Directors of ARC Gateway, 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.

\_\_\_\_\_  
NOTARY PUBLIC

(Notary Seal must be affixed)

Print Name \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## EXHIBIT "A"

### LEGAL DESCRIPTION (SHIP Assisted ARC Units)

**Property Addresses:** 5725 Hilltop Road, 6211 Leesway Boulevard, 1835 Summit Boulevard, 2145 Summit Boulevard and 7645 LeJune Drive

**Legal Descriptions:**

**5725 Hilltop Road:** LT 1 BLK A KENSINGTON 3RD ADDN PB 8 P 75 OR 3562 P 627

**6211 Leesway Boulevard:** LT 23 BLK 25 BELVEDERE PARK UNIT 5 PB 6 P 90 OR 3539 P 612

**1835 Summit Boulevard:** LT 28 BLK 100 OR 4540 P 243 CORDOVA PARK UNIT NO 4 PB 3 P 100 SEC 33/17 T 1S R 30/29 ALSO ADJ 40 FT VACATED MARGINAL R/W OR 3169 P 695 SHEET E

**2145 Summit Boulevard:** LT 27 BLK 86 CORDOVA PARK UNIT NO 4 PB 3 P 100 SEC 33/17 T 1S R 30/29 OR 5069 P 1731 ALSO ADJ 40 FT VACATED MARGINAL R/W OR 3169 P 695 SHEET E

**7645 LeJeune Drive:** LT 4 BLK H EAU CLAIRE EST UNIT 2 PB 9 P 73 OR 3983 P 368



# **EXHIBIT III**

## **DOCUMENTATION OF 501(C)(3) NON-PROFIT STATUS**

**(ARC GATEWAY, INC.)**



## Detail by Entity Name

### Florida Non Profit Corporation

THE ARC GATEWAY INC.

### Filing Information

Document Number	724184
FEI/EIN Number	590940528
Date Filed	08/24/1972
State	FL
Status	ACTIVE
Last Event	AMENDMENT AND NAME CHANGE
Event Date Filed	10/04/2013
Event Effective Date	NONE

### Principal Address

ARC GATEWAY, INC.  
3932 N 10TH AVENUE  
PENSACOLA, FL 32503-2806

Changed: 05/03/2004

### Mailing Address

ARC GATEWAY, INC.  
3932 N 10TH AVENUE  
PENSACOLA, FL 32503-2806

Changed: 05/03/2004

### Registered Agent Name & Address

BREWER, CHARLES  
3932 N 10TH AVENUE  
PENSACOLA, FL 32503

Name Changed: 10/04/2013

Address Changed: 05/03/2004

### Officer/Director Detail

#### **Name & Address**

Title PD

YOUNG, PATRICIA  
ARC GATEWAY, INC.

3932 N 10TH AVENUE  
PENSACOLA, FL 32503-2806

Title VPD

ANDRY, VINCENT  
ARC GATEWAY, INC.  
3932 N 10TH AVENUE  
PENSACOLA, FL 32503-2806

Title Secretary

WIGGINS, MICHAEL  
ARC GATEWAY, INC.  
3932 N 10TH AVENUE  
PENSACOLA, FL 32503-2806

Title ED

BREWER, CHARLES, E.D.  
3932 N 10TH AVENUE  
PENSACOLA, FL 32503

Title Treasurer

Lori , NeSmith  
ARC GATEWAY, INC.  
3932 N 10TH AVENUE  
PENSACOLA, FL 32503-2806

#### Annual Reports

Report Year	Filed Date
2011	03/11/2011
2012	04/10/2012
2013	04/12/2013

#### Document Images

<a href="#">10/04/2013 -- Amendment and Name Change</a>	<a href="#">View image in PDF format</a>
<a href="#">04/12/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/10/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/11/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/12/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/14/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/02/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/17/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">07/11/2006 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/26/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/03/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2003 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>

# **EXHIBIT IV**

## **TRANSITIONAL HOUSING REPORTING FORMAT**

## SHIP PROJECT STATUS REPORT

TO: ESCAMBIA/PENSACOLA SHIP PROGRAM

FROM: ARC GATEWAY, INC.

DATE: \_\_\_\_\_

RE: PROJECT: SHIP SPECIAL NEEDS HOUSING (2014)

NOTE: FOLLOWING INITIAL POST-REHABILITATION OCCUPANCY DOCUMENTATION AS DESCRIBED IN THIS AGREEMENT, WRITTEN OCCUPANCY REPORTS SHALL BE FILED AT LEAST ANNUALLY

REPORT FILED FOR CALENDAR YEAR: 2014

### I. PROGRESS REPORT

- A. DESCRIBE IN DETAIL WHAT TYPES OF ASSISTANCE HAVE BEEN GIVEN AND THE BREAKDOWN OF SUCH ASSISTANCE BY HOUSEHOLD CATEGORY (RESIDENT INCOME ELIGIBILITY AND CHARACTERISTICS FORM AND WRITTEN DOCUMENTATION OF GROSS HOUSEHOLD INCOME TO BE SUBMITTED AS AN ATTACHMENT TO THIS REPORT).

*EACH HOMELESS CLIENT/FAMILY OCCUPYING SHIP ASSISTED HOUSING UNITS SHALL BE REPORTED TO THE COUNTY. INFORMATION SHALL BE ADEQUATE TO FULLY DOCUMENT THE TOTAL HOUSEHOLD INCOME, FAMILY COMPOSITION, AND TERM OF OCCUPANCY. THE SHIP INCOME VERIFICATION FORM AS PROVIDED BELOW SHALL BE SUBMITTED FOLLOWING COMPLETION OF THE REHABILITATION PROJECT AND THEN AT LEAST ANNUALLY THEREAFTER.*

- B, DESCRIBE ANY PROBLEMS OR DIFFICULTIES ENCOUNTERED WITH THE IMPLEMENTATION OF THE PROJECT OR THE UTILIZATION OF THE TRANSITIONAL HOUSING UNITS.

- C. PROVIDE ANY ADDITIONAL INFORMATION PERTINENT TO THE PROJECT.

**Florida Housing Finance Corporation**  
**State Housing initiatives Partnership (SHIP) Program**  
**INCOME CERTIFICATION - TRANSITIONAL HOUSING OCCUPANT**  
**(ARC GATEWAY GROUP HOME UNITS)**

CLIENT NAME/ADDRESS: \_\_\_\_\_

**Part I: HOUSEHOLD AND INCOME DATA**

**A. Applicant Information**

**B.**

Special Needs Housing Resident: XXX Yes

Developmentally Disabled: \_\_\_\_\_ Yes \_\_\_\_\_ No

<b>B.</b>	<b>Names of all Household Members (Last, First)</b>	<b>Relationship</b>	<b>Birth Date/Age</b>
(1)			
(2)			
(3)			
(4)			
(5)			
(6)			
(7)			

<b>C.</b>	<b>Household Size</b>	<b>E.</b>	<b>Subsidy Use (check all that apply)</b>
	( )		Down Payment Assistance
			Closing Costs
<b>D.</b>	<b>Household Designation</b>		Interest Subsidy
	ELI (30%)		Loan Guarantee
	VLI (50%)		Principal Buydown
	LI (80%)		Rehabilitation
			Emergency Repair
		Other:	<b>SPECIAL NEEDS HOUSING</b>

**F. Assets : All household members including minors.**

Household Member	Asset Description	Total Cash Value	Income from Assets
(1)		\$	\$
(2)			
(3)			
(4)			
(5)			
(6)			
(7)			
Total Net Value of Assets		F(a) \$	
Total Actual Asset Income			F(b)\$....
If line F(a) is greater than \$5,000, multiply that amount by HUD approved passbook rate <u>3%</u> and enter results in F(c); otherwise, leave blank.			F(c) \$....

**G. Anticipated Annual Income : Earned income and support paid on behalf of minors.**

Household Member	Wages/ Salaries	SS/SSI Benefits/ Pensions	Public Assistance	CHILD SUPPORT Other Income (include bonus, tips, overtime, and commissions)	Asset Income
(1)					Enter the greater of lines F(b) or F(c), above, in box (e) below.
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
Totals	(a)	(b)	(c)		(e)

Enter total of items G(a) through G(e). This is <b>Annual Income</b>	\$.....

## Part II: INCOME CERTIFICATION

### A. Household Data : For reporting purposes only and not to determine eligibility (Check all that apply)

<u>Race</u>		<u>Special Needs</u>	
<input type="checkbox"/> White, Nonhispanic	<input type="checkbox"/> Asian	<input type="checkbox"/> Elderly	<input checked="" type="checkbox"/> Homeless
<input type="checkbox"/> Black, Nonhispanic	<input type="checkbox"/> American Indian	<input type="checkbox"/> Farm worker	<input type="checkbox"/> Persons With Aids
<input type="checkbox"/> Hispanic (Black or White)	<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input type="checkbox"/> Handicapped/Disabled

### B. Student Eligibility: Are any of the applicants students enrolled at least half time and not eligible to be claimed as a dependent of his/her/their parent(s) or guardian for Federal Income Tax Purposes?

☐ Yes ☐ No ☒ **XX Not Applicable**

(NOTE: Students are eligible for HHRP assistance if he/she/they do not live with their parent(s) or guardian, and are not a dependent under IRS code.)

### C. Applicant Statement: The information on this form is to be used to determine maximum income for eligibility. I/we have provided for each person set forth in Item 2A acceptable verification of current anticipated annual income. I/we certify that the statements are true and complete to the best of my/our knowledge and belief under penalty of perjury.

**WARNING:** Florida Statute 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under S 775.082 or 775.83.

(SIGNATURE – RESIDENT or AGENCY REPRESENTATIVE) \_\_\_\_\_ DATE \_\_\_\_\_

### D. Agency Statement: Based on the income information provided by the household and upon proofs and documentation submitted, the household is: (check one)

- ☐ **Extremely Low Income (VLI)** Household based on the current applicable definitions of up to 30% of the median of the income for the area adjusted for family size published by the U. S. Department of Housing and Urban Development.
- ☐ **Very Low Income (VLI)** Household based on the current applicable definitions of up to 50% of the median of the income for the area adjusted for family size published by the U. S. Department of Housing and Urban Development.
- ☐ **Low-Income (LI)** Household based on the current applicable definitions of up to 80% of the median income for the area adjusted for family size published by the U.S. Department of Housing and Urban Development.

### SIGNATURE OF THE SHIP ADMINISTRATOR OR HIS/HER DESIGNATED REPRESENTATIVE:

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

Title: SHIP ADMINISTRATOR



# **EXHIBIT V**

## **HHRP PROGRAM RULES AND REGULATIONS Chapter 420 Florida Statutes and Florida Housing Finance Corporation SHIP Administrative Rule 67-37**

**CERTIFICATION OF RECEIPT  
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM  
STATUTE AND ADMINISTRATIVE RULE**

I/We hereby certify and affirm that Escambia County has electronically provided this agency with a complete copy of **Chapter 420 Florida Statutes** and **SHIP Administrative Rule 67-37**, and copies of any amendments to the governing Rule as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Administrative Rule and understand the requirements which govern the SHIP financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Administrative Rule or requirements related thereto should be resolved by contacting the SHIP Administrator (Contract Manager) denoted in this Agreement. If the SHIP Administrator (Contract Manager) cannot resolve the question, the issue will be submitted to the Florida Housing Finance Corporation for review and resolution.

Additionally, I/We have received a complete copy of the SHIP or other appropriate Income Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of the Administrative Rule in this Exhibit. I/We understand that additional copies of the entire text of the Administrative Rule and/or the SHIP Income Compliance Manual will be promptly provided upon written request directed to the SHIP Administrator (Contract Manager) by this Agency.

SHIP Participating Agency

**ARC Gateway, Inc.**

By: \_\_\_\_\_  
President, Board of Directors

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

(shipcomplcert.wpd)



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-5372**

**County Administrator's Report 12. 21.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 12/05/2013

**Issue:** Speed Reductions - Multiple Roadways

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

**Organization:** Public Works

**CAO Approval:**

---

#### **RECOMMENDATION:**

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

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

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

1. Chesapeake Trail, from Yellowstone Pass to Yellowstone Pass;
2. Shay Trail, from Yellowstone Pass to end of roadway;
3. Yellowstone Pass, from South Highway 97 to Chesapeake Trail;
4. Coronet Drive, from East Olive Road to end of roadway;
5. Coronet Circle, from Coronet Drive to end of roadway;
6. Coronet Court, from Coronet Drive to end of roadway;
7. Coronet Place, from Coronet Drive to end of roadway;
8. Coronet Way, from Coronet Drive to end of roadway;
9. Coronet Lane, from Coronet Drive to end of roadway;
10. Cornwall Circle, from Coronet Drive to end of roadway;
11. Braenar Circle, from Coronet Drive to end of roadway;
12. Dartmoor Lane, from Coronet Drive to end of roadway;
13. Dartmoor Drive, from Dartmoor Lane to Winodee Road;
14. Dartmoor Circle, from Dartmoor Drive to end of roadway;
15. Dartmoor Court, from Dartmoor Drive to end of roadway;
16. Dartmoor Place, from Dartmoor Drive to end of roadway; and
17. Dartmoor Way, from Dartmoor Drive to end of roadway; and

B. Authorize the Chairman to sign the Resolution.

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

**BACKGROUND:**

The Transportation & Traffic Operations Division received requests from citizens to lower the speed limit on these roads. After evaluating the condition of the roadways and the requests for lower speed limits, County staff supports the reductions based on the roadway geometrics.

The Board is authorized under Sections 316.006 (3)(a)(b), 316.008(1)(j) and 316.189(2)(a) of the Florida Statutes (2009) to establish regulations on County roadways and streets. Volume 1, Chapter 94, Article I, Section 94-1 of the Escambia County Code of Ordinances (Ordinance No. 2003-26), authorizes the County Engineer to place restrictions on the movement of traffic on County roadways and streets. This authorization requires the County Engineer to file quarterly, for Board ratification by Resolution, a list of all limitation orders established under this section.

**BUDGETARY IMPACT:**

Funds are budgeted in Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401, for Sign Installations.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, reviewed and approved the resolution as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

The appropriate speed limit signs have been installed on all roadways. Upon adoption, a copy of the Resolution will be forwarded to the Sheriff's Department.

---

**Attachments**

Resolution

Ironhorse Subdivision Map

Carlisle Subdivision Map

---

**RESOLUTION NUMBER R2013 - \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ESTABLISHING THE SPEED LIMIT ON SEVENTEEN ROADS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to §§316.006(3)(a)(b); 316.008(1)(j), and 316.189(2)(a), Florida Statutes, the Board of County Commissioners ("Board") is authorized to establish speed limit regulations after conducting an investigation; and

**WHEREAS**, the County Engineer, acting on behalf of the Board, is authorized under Volume 1, Chapter 94, Article I, Section 94-1, Escambia County Code of Ordinances (Ordinance No. 2003-26), to implement speed zones and speed limits as determined by traffic engineering studies on all County roads and highways; and

**WHEREAS**, the County Engineer is directed to file, quarterly, a list of all limitation orders (traffic restrictions/prohibitions) for Board ratification by resolution; and

**WHEREAS**, County received requests for a speed reduction from 30 miles per hour to 25 miles per hour for the following seventeen roads; and

**WHEREAS**, County staff has conducted a speed study on the following roads that is consistent with §316.189(2)(a), Florida Statutes, and concluded the requests for lower speed limits are reasonable and necessary based upon the layout and design of the roadways.

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

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

**SECTION 2.** That the speed study on the following roads requires a reduction in speed from 30 miles per hour to 25 miles per hour:

Chesapeake Trail from Yellowstone Pass to Yellowstone Pass  
Shay Trail from Yellowstone Pass to end of roadway  
Yellowstone Pass from S. Highway 97 to Chesapeake Trail  
Coronet Drive from E. Olive Road to end of roadway  
Coronet Circle from Coronet Drive to end of roadway  
Coronet Court from Coronet Drive to end of roadway  
Coronet Place from Coronet Drive to end of roadway  
Coronet Way from Coronet Drive to end of roadway  
Coronet Lane from Coronet Drive to end of roadway  
Cornwall Circle from Coronet Drive to end of roadway

Braenar Circle from Coronet Drive to end of roadway  
Dartmoor Lane from Coronet Drive to end of roadway  
Dartmoor Drive from Dartmoor Lane to Winodee Road  
Dartmoor Circle from Dartmoor Drive to end of roadway  
Dartmoor Court from Dartmoor Drive to end of roadway  
Dartmoor Place from Dartmoor Drive to end of roadway  
Dartmoor Way from Dartmoor Drive to end of roadway

**SECTION 3.** That Transportation & Traffic Operations staff previously placed signs in conspicuous locations at each entrance to the above-described locations, which reflect the limitations established herein.

**SECTION 4.** That these new limitations shall take effect immediately upon adoption of this Resolution by the Board of County Commissioners.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2013.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

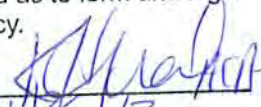
By: \_\_\_\_\_  
Lumon J. May, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

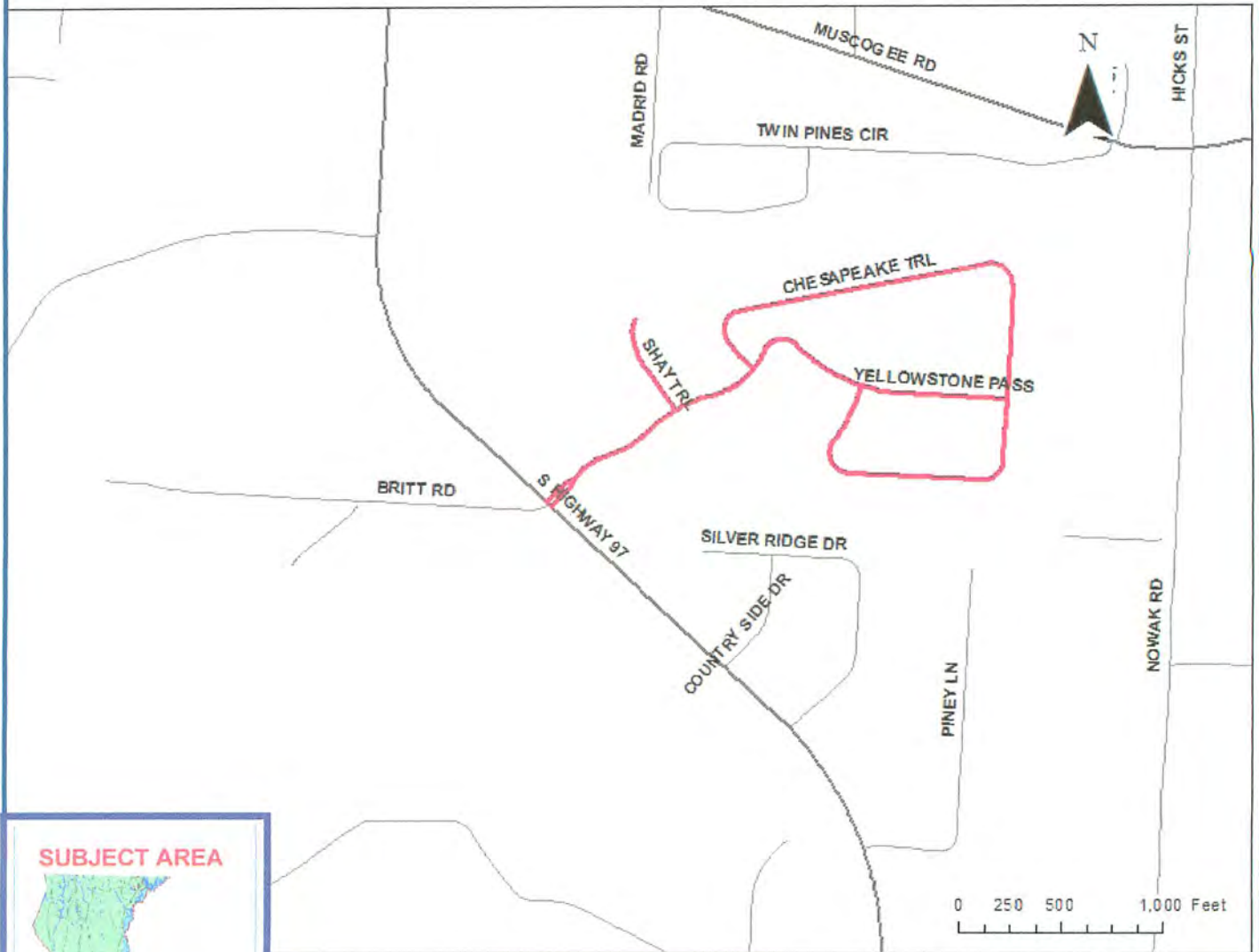
Approved as to form and legal  
sufficiency.

By/Title:   
Date: 11/25/13

# LOCATION MAP

SPEED LIMIT REDUCTION FROM 30 MPH TO 25MPH

## Ironhorse Subdivision



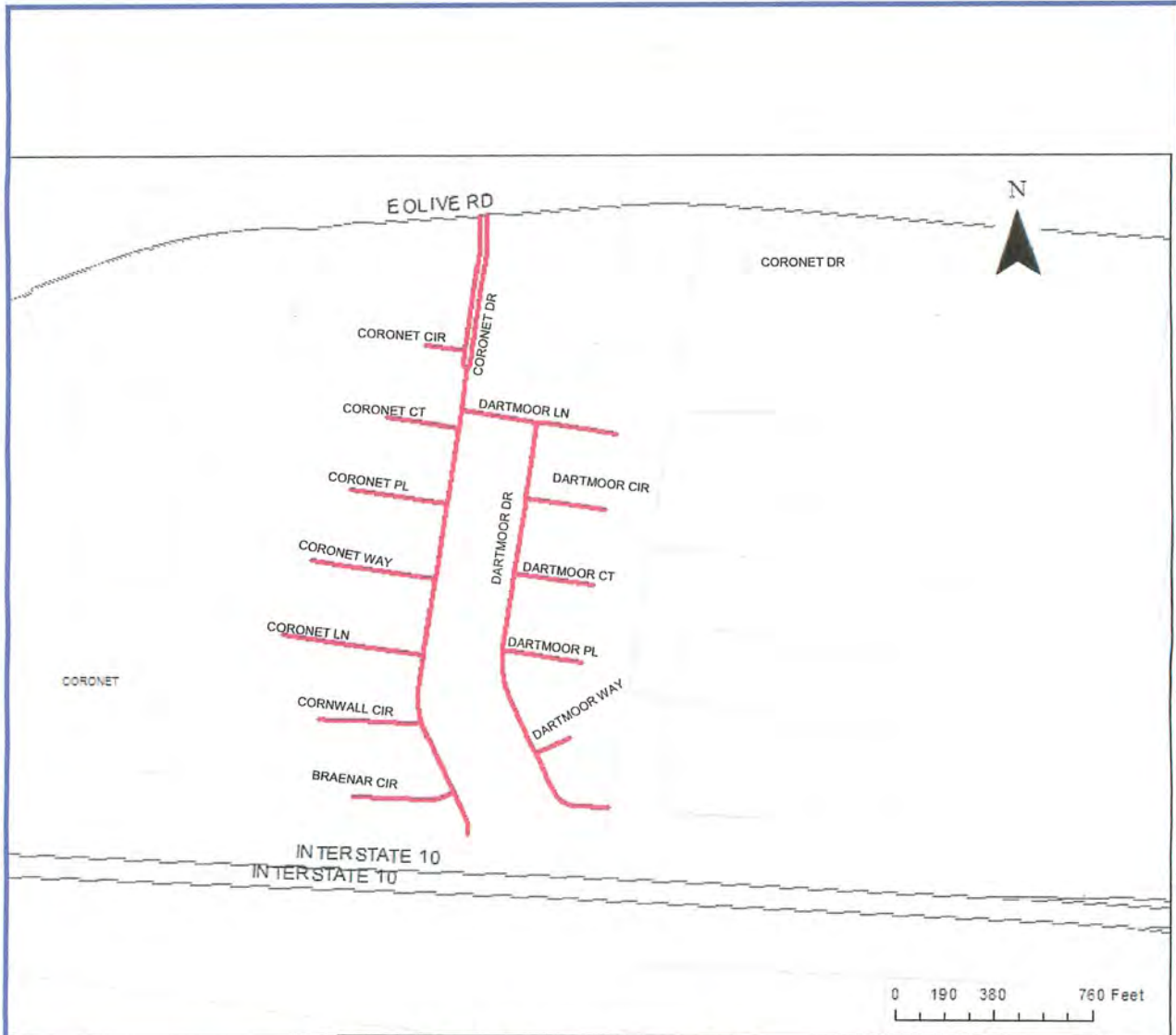
<u>Roadway</u>	<u>Begin</u>	<u>End</u>
Yellowstone Pass	S. Highway 97	Chesapeake Trl
Shay Trl	Yellowstone Pass	End of Road
Chesapeake Trl	Yellowstone Pass	Yellowstone Pass



# LOCATION MAP

SPEED LIMIT REDUCTION FROM 30 MPH TO 25MPH

## Carlisle Subdivision



### SUBJECT AREA



ESCAMBIA COUNTY

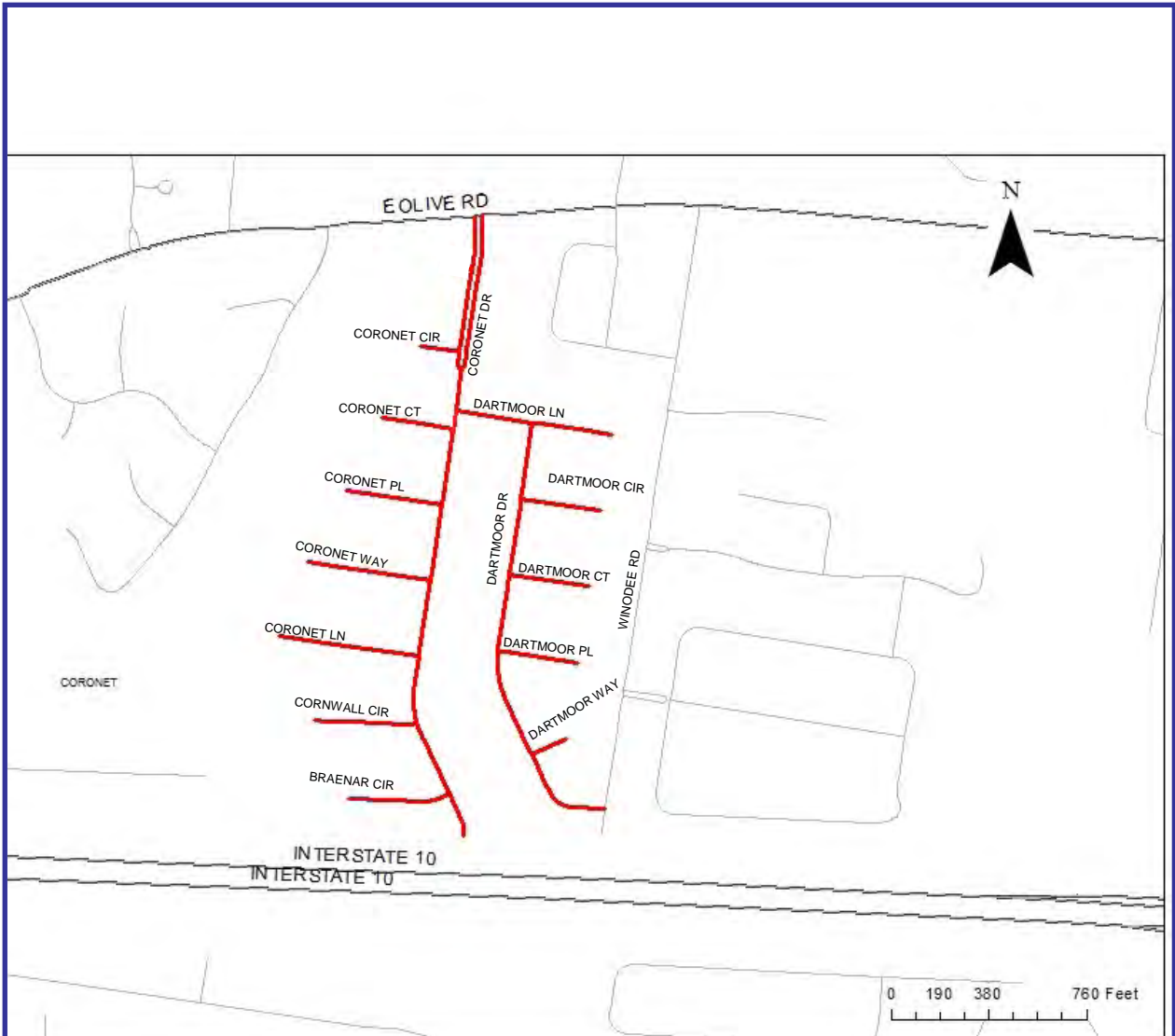
<u>Roadway</u>	<u>Begin</u>	<u>End</u>
CORONET DR	E OLIVE RD	END OF ROAD
CORONET CIR	CORONET DR	END OF ROAD
CORONET CT	CORONET DR	END OF ROAD
CORONET PL	CORONET DR	END OF ROAD
CORONET WAY	CORONET DR	END OF ROAD
CORONET LN	CORONET DR	END OF ROAD
CORNWALL CIR	CORONET DR	END OF ROAD
BRAENAR CIR	CORONET DR	END OF ROAD
DARTMOOR LN	FOXRUN RD	END OF ROAD
DARTMOOR DR	DARTMOOR LN	WINODEE RD
DARTMOOR CIR	DARTMOOR DR	END OF ROAD
DARTMOOR CT	DARTMOOR DR	END OF ROAD
DARTMOOR PL	DARTMOOR DR	END OF ROAD
DARTMOOR WAY	DARTMOOR DR	END OF ROAD



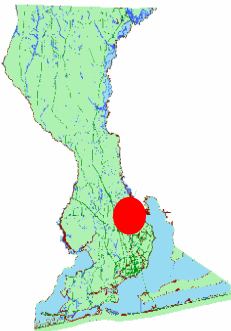
# LOCATION MAP

SPEED LIMIT REDUCTION FROM 30 MPH TO 25MPH

## Carlisle Subdivision



### SUBJECT AREA



ESCAMBIA COUNTY

<u>Roadway</u>	<u>Begin</u>	<u>End</u>
CORONET DR	E. OLIVE RD	END OF ROAD
CORONET CIR	CORONET DR	END OF ROAD
CORONET CT	CORONET DR	END OF ROAD
CORONET PL	CORONET DR	END OF ROAD
CORONET WAY	CORONET DR	END OF ROAD
CORONET LN	CORONET DR	END OF ROAD
CORNWALL CIR	CORONET DR	END OF ROAD
BRAENAR CIR	CORONET DR	END OF ROAD
DARTMOOR LN	CORONET DR	END OF ROAD
DARTMOOR DR	DARTMOOR LN	WINODEE RD
DARTMOOR CIR	DARTMOOR DR	END OF ROAD
DARTMOOR CT	DARTMOOR DR	END OF ROAD
DARTMOOR PL	DARTMOOR DR	END OF ROAD
DARTMOOR WAY	DARTMOOR DR	END OF ROAD



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-5097**

**County Administrator's Report 12. 22.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 12/05/2013

**Issue:** Joint Project Agreement for Traffic Signal Systems Operations

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

**Organization:** Public Works

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning the Joint Project Agreement between the State of Florida Department of Transportation and Escambia County for Traffic Signal System Operations, Engineering, Planning, and Support - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Joint Project Agreement (JPA) between the State of Florida Department of Transportation and Escambia County for Traffic Signal System Operations, Engineering, Planning, and Support:

- A. Adopt the Resolution supporting the Joint Project Agreement and authorizing the Chairman to sign the Agreement;
- B. Approve the Joint Project Agreement between the State of Florida Department of Transportation and Escambia County for Traffic Signal System Operations, Engineering, Planning, and Support, Financial Project 412545-2-88-01;
- C. Approve the position for a Traffic Signal System Operations Engineer; and
- D. Authorize the Chairman to execute the Resolution, Joint Project Agreement, and all other required documents pertaining to this JPA, without further action of the Board.

[Florida Department of Transportation will reimburse Escambia County up to \$300,000 annually for direct costs related to this Project]

#### **BACKGROUND:**

Florida Department of Transportation (FDOT) and Escambia County Transportation & Traffic Operations Division are eager to enable the Transportation & Traffic Operations Division to perform enhanced traffic signal re-timing, traffic operations, traffic engineering, transportation planning and other related duties on FDOT facilities throughout Escambia and Santa Rosa County. The functions and services included in the Agreement are in the interests of both FDOT and Escambia County and it has been determined that it would be more practical, expeditious, and economical for Escambia County to perform these activities.

FDOT is prepared to reimburse Escambia County for direct costs associated with the project up

to a maximum amount of \$300,000 per fiscal year.

FDOT has similar Agreements with Okaloosa County, Bay County, and Walton County. Escambia County staff has talked to staff from these counties regarding the Agreement and how it has worked for them. Escambia County Traffic staff feel that this Agreement will be extremely beneficial for Escambia County.

There is a provision in the Agreement stating that the venue for any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.

**BUDGETARY IMPACT:**

Florida Department of Transportation will reimburse Escambia County up to \$300,000 annually for direct costs related to this project.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed and signed off on the Agreement with the inclusion of a notation that there is a provision in the Agreement stating that the venue for any judicial proceeding arising out of this Agreement shall be in Leon County, Florida.

**PERSONNEL:**

This Agreement will provide the salary for a new County Traffic Engineer, potential Traffic Signal Technician(s), and other related personnel expenses.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Escambia County Traffic Division will continue working with FDOT to complete all implementation requirements. Upon Board approval of this recommendation, the Chairman's signature is required on three original sets of the Joint Project Agreement. The Clerk's office will then certify three copies of the Resolution for FDOT and will retain the original for the official records. Transportation and Traffic Operations Division will forward the three signed original of the JPA and the certified copies of the Resolution to FDOT for final signatures.

---

**Attachments**

Resolution

JPA

---

**RESOLUTION NUMBER R2013-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A JOINT PROJECT AGREEMENT FPN 412545-2-88-01 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ESCAMBIA COUNTY TO ALLOW ESCAMBIA COUNTY TO PERFORM VARIOUS FUNCTIONS AND SERVICES IN SUPPORT OF TRAFFIC SIGNALS AND OVERALL TRAFFIC OPERATIONS ON FLORIDA DEPARTMENT OF TRANSPORTATION FACILITIES THROUGHOUT ESCAMBIA AND SANTA ROSA COUNTY; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida Department of Transportation (hereinafter referred to as "FDOT") and Escambia County (hereinafter referred to as "County") have agreed to enter into a Joint Project Agreement, FPN 412545-2-88-01 (hereinafter referred to as the "JPA") whereby Escambia County shall perform various functions and services in support of traffic signals and overall traffic operations on FDOT facilities throughout Escambia and Santa Rosa County; and

**WHEREAS**, per the terms of the JPA, FDOT is prepared to annually reimburse Escambia County for direct costs of the project up to a maximum of \$300,000 per fiscal year; and

**WHEREAS**, the functions and services enumerated in this Agreement are in the interest of both FDOT and Escambia County and it would be more practical, expeditious, and economical for Escambia County to perform these activities.

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

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

**SECTION 2.** That the Board hereby supports the proposed Project whereby Escambia County shall perform various functions and services in support of traffic signals and overall traffic operations on FDOT facilities throughout Escambia and Santa Rosa County.

**SECTION 3.** That the Board hereby instructs its staff to coordinate and cooperate with the FDOT to implement the Project.

**SECTION 4.** That the Board hereby authorizes the Chairman to sign the JPA between the State of Florida Department of Transportation and Escambia County.

**SECTION 5.** That this Resolution shall take effect 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: Kathleen A. Carr  
Date: 10/17/13

Catalog of State Financial Assistance No. 55.023  
Financial Project Number: 412545-2-88-01  
COUNTY: ESCAMBIA

**JOINT PROJECT AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
ESCAMBIA COUNTY**

**Traffic Signal System Operations, Engineering, Planning and Support**

**Financial Project: 412545-2-88-01**

This AGREEMENT is between the State of Florida Department of Transportation ("DEPARTMENT") and Escambia County, Florida, with offices at 221 Palafox Place, Pensacola, FL 32502 ("COUNTY").

1. The DEPARTMENT and COUNTY are desirous of enabling the COUNTY to perform enhanced traffic signal retiming, traffic operations, traffic engineering, transportation planning, as well as related duties, functions, and services in support of the system of traffic signals and overall traffic operations on DEPARTMENT facilities throughout Escambia and Santa Rosa County, which is further described in the attached Attachment A ("PROJECT");
2. The DEPARTMENT is prepared to annually reimburse the COUNTY for direct costs of the PROJECT up to a maximum amount of THREE HUNDRED THOUSAND and 00/100 DOLLARS (\$300,000.00) per fiscal year;
3. The functions and services enumerated in this AGREEMENT are in the interest of both the DEPARTMENT and the COUNTY and it would be more practical, expeditious, and economical for the COUNTY to perform such activities; and
4. The COUNTY by a vote of the County Commissioners on \_\_\_\_\_, 2013, a copy of the minutes of said meeting is attached to this AGREEMENT, has authorized the proper COUNTY officials to enter into this AGREEMENT.

**NOW THEREFORE**, in consideration of the mutual benefits to be derived by the terms of this AGREEMENT, and in compliance with Sections 334.044 and 339.12, Florida Statutes, F.S., the parties agree to the following:

**5 – SERVICES AND PERFORMANCE**

- A. The recitals set forth in paragraphs 1-4 above are true and correct and are deemed incorporated herein.

- B. The COUNTY shall provide all services associated with the administration of the PROJECT.
- C. The COUNTY shall obtain any and all necessary permits as required for completion of the PROJECT.
- D. The COUNTY agrees that all work performed and materials used in administering the PROJECT shall be in accordance with the DEPARTMENT'S Standard Specifications for Road and Bridge Construction, Design Standards and Federal Manual of Uniform Traffic Control Devices ("MUTCD"), the DEPARTMENT'S Structures Design Manual, the DEPARTMENT'S Plans Preparation Manual ("PPM") Manual for Uniform Minimum Standards for Design, Rule 14-51, Florida Administrative Code, and the DEPARTMENT'S Traffic Engineering Manual.
- E. If the COUNTY hires a consultant, it must certify that its consultant has been selected in accordance with the Consultants Competitive Negotiation Act (Section 287.055, F.S.).
- F. The COUNTY shall not sublet, assign or transfer this AGREEMENT without prior written consent of the DEPARTMENT.
- G. The COUNTY:
  - i). 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
  - ii). 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.
- H. Notices pursuant to this AGREEMENT shall be sent by U.S. Mail to the following addresses:

**FOR THE COUNTY**

Escambia County Public Works Department  
3363 West Park Place  
Pensacola, FL 32505  
Attn: Joy D. Blackmon, P.E., Public Works Director

**FOR THE DEPARTMENT**

Florida Department of Transportation  
District Traffic Operations Office

P.O. Box 607  
Chipley, Florida 32428  
Attn: Cliff Johnson, District Traffic Systems Specialist

## 6 – COMPENSATION AND PAYMENT

- A. The DEPARTMENT shall reimburse the COUNTY for direct costs of the PROJECT. The parties agree that the DEPARTMENT's maximum participation is **THREE HUNDRED THOUSAND and 00/100 DOLLARS (\$300,000.00)** per fiscal year. Any additional costs, or other items not covered by this AGREEMENT shall be the COUNTY'S sole responsibility.
- B. The DEPARTMENT shall reimburse the COUNTY upon receipt of a properly submitted invoice and supporting documentation. Supporting documentation shall clearly demonstrate expenses incurred in support of the PROJECT, and where applicable shall also include a copy of the invoices and/or canceled checks tendered by the COUNTY to the vendors who provided deliverables under the PROJECT. Supporting documentation shall also include dates of services and items of work performed on the PROJECT.
- C. Invoices shall be submitted by the COUNTY in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable deliverables as established in Attachment "A" when approved by the DEPARTMENT. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager or designee prior to reimbursements.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the COUNTY and must also establish that the required minimum level of service to be performed as specified in paragraph 5, sub-paragraph D and Attachment A was met, and that the criteria for evaluating successful completion as specified in paragraph 5, sub-paragraph D and Attachment A was met.
  - i). See the attached Attachment B for additional measurement and payment provisions.
- E. The COUNTY may receive progress payments for deliverables based on documented expenses incurred in support of the PROJECT, and where applicable the vendor's Schedule of Values and on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this AGREEMENT will be reimbursed upon the completion of all PROJECT services, receipt of final cost documentation and proper submission of a detailed invoice and when the PROJECT has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.



- F. Upon receipt, the DEPARTMENT shall have five (5) working days to inspect and approve the goods and services. PROJECT costs eligible for DEPARTMENT participation shall be allowed only for costs incurred after the date of final execution of this AGREEMENT. The COUNTY shall submit invoices for fees and other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof. The DEPARTMENT has twenty (20) calendar days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) calendar days are measured from the latter of the date an invoice in proper form is received or the goods or services are received, inspected and approved.
- G. If a warrant in payment of an invoice is not issued within forty (40) calendar days after receipt of a properly completed invoice, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the COUNTY. Interest penalties of less than one (1) dollar will not be enforced unless the COUNTY requests payment. Invoices that have to be returned to the COUNTY because of COUNTY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
- H. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. The DEPARTMENT shall make payment(s) by check payable to Escambia County, and forward payment(s) to: Joy D. Blackmon, P.E., Public Works Department Director, Escambia County Public Works Department, 3363 West Park Place, Pensacola, FL 32505.
- J. The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (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 (1) year.
- K. The DEPARTMENT'S obligation to pay under this section is contingent upon an annual appropriation of the Florida Legislature.

- L. Records of costs incurred under the terms of this AGREEMENT shall be maintained by the COUNTY and made available upon request to the DEPARTMENT at all times during the period of this AGREEMENT and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the COUNTY's general accounting records and the project records, together with supporting documents and records, and all other records of the consultant and sub consultants considered necessary by the DEPARTMENT for a proper audit of costs.
- M. Bills for travel expenses specifically authorized in this AGREEMENT shall be submitted on the DEPARTMENT'S **Travel Form No. 300-000-01** and will be paid in accordance with Section 112.061, F.S. See also Attachment B for additional provisions regarding reimbursement of travel expenditures.

## **7 – COMPLIANCE WITH LAWS**

- A. The DEPARTMENT may cancel this AGREEMENT for refusal of the COUNTY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 of the Florida Statutes, made or reviewed by the COUNTY in conjunction with this AGREEMENT and shall make provisions in its agreements with its consultants and sub-consultants to terminate for failure to comply with this provision. If COUNTY asserts any exemption provided by Chapter 119, or otherwise provided by law, the burden of establishing such exemption, by way of injunctive relief or as otherwise provided by law, shall be upon the COUNTY.
- B. The COUNTY warrants that it has not employed or obtained any company or person, other than bona fide employees of the COUNTY to solicit or secure this AGREEMENT, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the COUNTY. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the AGREEMENT without liability.
- C. This AGREEMENT is governed by and shall be construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this AGREEMENT shall be in Leon County, Florida.
- D. No funds received pursuant to this AGREEMENT may be expended for lobbying the Legislature, the judicial branch, or a state agency.
- E. The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this AGREEMENT.
- F. **PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to

provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

## **8 - MISCELLANEOUS**

- 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 representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- B. This AGREEMENT and any interest herein shall not be assigned, transferred or otherwise encumbered by the COUNTY under any circumstances without the prior written consent of the DEPARTMENT. However, this AGREEMENT shall run to the DEPARTMENT and its successors.
- C. Except as otherwise set forth herein, this AGREEMENT shall continue in effect and be binding to both the COUNTY and the DEPARTMENT until the PROJECT is completed and appropriate reimbursements are made.
- D. The effective date of this AGREEMENT shall be the latest date on which a party executes this AGREEMENT.

## **9 – TERMINATION AND DEFAULT**

- A. If the DEPARTMENT determines the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the AGREEMENT, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the AGREEMENT will be

terminated at the end of such time, or the DEPARTMENT will take whatever action is deemed appropriate by the DEPARTMENT.

- B. The DEPARTMENT may cancel this AGREEMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to terminate or cancel this AGREEMENT in the event the COUNTY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this AGREEMENT in the event of an assignment being made for the benefit of creditors. This AGREEMENT may be canceled by the COUNTY upon (60) sixty days written notice to the DEPARTMENT.
- C. If the DEPARTMENT requires termination of the AGREEMENT for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the AGREEMENT is to be terminated.
- D. If the AGREEMENT is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this AGREEMENT. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the COUNTY.

**10 - The administration of resources awarded by the DEPARTMENT to the COUNTY may be subject to audits and/or monitoring by the DEPARTMENT, 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 DEPARTMENT 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 fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the DEPARTMENT staff to the COUNTY regarding such audit. The COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

## **AUDITS**

### **PART I: FEDERALLY FUNDED**

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. The attached Exhibit 1 to this AGREEMENT indicates Federal resources awarded through the DEPARTMENT by this AGREEMENT. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the DEPARTMENT. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. 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. However, if the recipient 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).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

## **PART II: STATE FUNDED**

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(m), F.S.) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit 1 to this AGREEMENT indicates state financial assistance awarded through the DEPARTMENT by this AGREEMENT. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the DEPARTMENT, other state agencies, and other nonstate entities. State financial

assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

### **PART III: OTHER AUDIT REQUIREMENTS**

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

### **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by 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:
  - A. The DEPARTMENT at each of the following addresses:

Mr. Cliff Johnson  
District Traffic Systems Specialist

Florida Department of Transportation  
PO Box 607  
Chipley, FL 32428

- B. 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

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the reporting package for an audit required by PART I of this AGREEMENT and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the DEPARTMENT for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Mr. Cliff Johnson  
District Traffic Systems Specialist  
Florida Department of Transportation  
PO Box 607  
Chipley, FL 32428

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the DEPARTMENT at each of the following addresses:

Mr. Cliff Johnson  
District Traffic Systems Specialist  
Florida Department of Transportation  
PO Box 607  
Chipley, FL 32428

3. 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:

- A. The DEPARTMENT at each of the following addresses:

Mr. Cliff Johnson  
District Traffic Systems Specialist  
Florida Department of Transportation  
PO Box 607  
Chipley, FL 32428

- B. The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this AGREEMENT shall be submitted by or on behalf of the recipient directly to:

- A. The DEPARTMENT at each of the following addresses:

Mr. Cliff Johnson  
District Traffic Systems Specialist  
Florida Department of Transportation  
PO Box 607  
Chipley, FL 32428

5. Any reports, management letter, or other information required to be submitted to the DEPARTMENT pursuant to this AGREEMENT shall be submitted timely in accordance with OMB Circular A-133, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

## **PART V: RECORD RETENTION**

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this AGREEMENT for a period of at least five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers



are made available to the DEPARTMENT, or its designee, CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

***The remainder of this page intentionally left blank.***

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the dates set forth below.

Board of County Commissioners  
Escambia County, Florida

\_\_\_\_\_  
Gene M. Valentino, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

LEGAL REVIEW

Approved as to legal form and sufficiency:

By: [Signature]  
Title: AG  
Date: 10/17/13

State of Florida  
Department of Transportation

By: \_\_\_\_\_  
James T. Barfield, P.E.  
District Secretary

ATTEST: \_\_\_\_\_  
By: \_\_\_\_\_  
Krissy Cook  
Executive Secretary (Seal)

LEGAL REVIEW

By: \_\_\_\_\_  
Office of the General Counsel

## **ATTACHMENT A**

### **Scope of Work:**

This project, though specific to the continuation of the regional signal re-timing program as designated below for Escambia and Santa Rosa County, which shall be performed at a minimum, also provides the opportunity to perform enhanced traffic operations, traffic engineering, transportation planning, as well as related duties, functions, and services in support of the system of traffic signals and overall traffic operations on Department facilities throughout Escambia and Santa Rosa County.

### **Work Tasks and Deliverables:**

#### **1. Perform enhanced traffic operations:**

- Perform site visits and document findings at signalized and non-signalized intersections located on Department facilities on a periodic basis (peak and off-peak tourist seasonal periods) during:
  - AM and PM Peak periods
  - Off-Peak mid-day periods
  - Weekend Peak Period
- Review and provide analysis of on site visit documentation provided by others.
- Perform and provide analysis of TMC data collection exercises.
- Perform plans review/comment on Department, local, or permit projects that affect Department facilities.
- Perform or assist in traffic operations project inspection efforts to assure compliance with plans, specifications, standards, and other contract documents.
- Provide and utilize software such as signal system analysis software, timing optimization software, traffic modeling software, operating system software, security software, reports generation software, and other related software in support of traffic signal system operation, maintenance, and traffic engineering activities.
- Supervise in-house or consultant staff in performing duties in association with this agreement.
- Address local citizen / resident / governmental issues, concerns, or complaints on Dept. facilities.

#### **2. Perform traffic engineering:**

- Conduct comprehensive signal system retiming projects at isolated intersections or corridors on Department facilities.
- Review and provide analysis of signal system retiming projects at isolated intersections or corridors on Department facilities performed by others.
- Perform travel time/delay studies along signalized Department corridors.
- Perform incremental signal timing adjustments and document actions.

- Review and provide analysis of incremental signal timing adjustments performed by others.
- Perform intersection analysis, signal warrant, speed, pedestrian, safety, volume and other formal engineering studies.
- Review and provide analysis on intersection analysis, signal warrant, speed, pedestrian, and safety studies performed by others.
- Develop plans, concepts, budgets, right-of-way determinations, and assessment of utility concerns for traffic operations, access management, and intersection improvement projects.
- Develop scope, procurement, and contract documentation for traffic operations, access management, and intersection improvement projects.
- Provide project management/contract administration for design, construction, and CEI projects utilizing resources provided by local, state, or federal programs.

### **3. Perform transportation planning:**

- Attend and actively participate in meetings related to Department, local, or permit projects that affect Department facilities.
- Meet with each stakeholder agency to this project on a periodic basis to ascertain and address concerns related to traffic engineering and operations on Department facilities – this specifically includes City of Milton, City of Gulf Breeze, Department District Traffic Operations Office, West Florida Regional Planning Council, neighboring county engineers, Public Works Representatives, (i.e.: Santa Rosa County and City of Pensacola), as well as local law enforcement representatives, and any others providing insight into benefiting the overall region's transportation needs.
- Identify projects in support of improved traffic operations objectives, such as intersection improvements, left and right turn lane projects, signalization projects, and access management/median modification improvements.

### **4. Perform support of system of traffic signals:**

- Perform and/or manage preventative and response maintenance, repair, and/or modification of traffic signal field equipment.
- Provide traffic signal equipment, communication equipment, traffic detection upgrades, specialty equipment and tools in support of traffic signal system operation, maintenance, and traffic engineering activities.
- Perform comprehensive testing/verification of all traffic signal equipment/hardware at intersections located on Department facilities.
- Review, analyze, and/or oversee comprehensive testing/verification of traffic signal equipment/hardware conducted at intersections located on Department facilities by others.

## **ATTACHMENT B**

### **Measurement and Payment:**

- Materials, equipment, tools, hardware, software and support services shall be reimbursable as documented by actual invoices and other relevant supporting documentation as determined by the Department. Supporting documentation shall be accompanied by a narrative detailing the purpose and justification of the purchases in association with the project scope.
- Vehicle expenses shall be reimbursable as documented by an itemized mileage log. Mileage logs shall be itemized on a day-by-day, destination-by-destination basis, and shall be accompanied by a narrative detailing the purpose and justification of the vehicular travel in association with the project scope.
- Salary reimbursement for in-house personnel shall be documented by actual employee timesheets at the actual direct salary rate for each individual with no additional multiplier for overhead, benefits, or overtime. Timesheets shall be itemized on an hour-by-hour, day-by-day basis, and shall be accompanied by a narrative detailing the purpose and justification of the time allocation in association with the project scope.
- Reimbursement for consultant services, including any labor costs, shall be compensated according to the terms of the consultant agreement between the local agency and consulting firm. The Department shall review and approve any such agreement prior to final contract execution.
- In addition to invoices, timesheets, mileage logs, cancelled checks, accounting ledgers, and/or other documentation demonstrating that tasks, goods, and services were delivered in accordance with the terms of this agreement, the county shall submit along with their periodic invoices a report detailing the deliverables provided during the reporting period.

**ATTACHMENT C**

**RESOLUTION/MINUTES for FPID: 409797-2-88-01**

## EXHIBIT – 1

FEDERAL and/or STATE resources awarded to the recipient pursuant to this AGREEMENT should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. Compliance Requirements applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

### FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u>	<u>Amount</u>
-----------------------	--	---------------

#### Compliance Requirements

- 1.
- 2.
- 3.

### STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number &amp; Title)</u>	<u>Amount</u>
---------------------	---	---------------

FDOT 55.023,	State Highway Project Reimbursement	\$300,000.00
--------------	-------------------------------------	--------------

#### Compliance Requirements

- 1.
- 2.
- 3.

#### Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u>	<u>Amount</u>
-----------------------	--	---------------

#### Compliance Requirements

- 1.
- 2.
- 3.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-5354**

**County Administrator's Report 12. 23.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 12/05/2013

**Issue:** Acceptance of a Drainage Easement from Big Lagoon Learning Center, Inc.

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

**Organization:** Public Works

**CAO Approval:**

---

#### **RECOMMENDATION:**

Recommendation Concerning Acceptance of the Donation of a Drainage Easement from Big Lagoon Learning Center, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of a drainage easement (10 foot x 110 foot = 1,100 square feet) from Big Lagoon Learning Center, Inc., located at 5655 Bauer Road, for stormwater drainage improvements:

A. Accept the donation of a drainage easement (10 foot x 110 foot = 1,100 square feet) from Big Lagoon Learning Center, Inc., located at 5655 Bauer Road, for stormwater drainage improvements;

B. Authorize the payment of documentary stamps as the drainage easement is being donated for governmental use, which is for stormwater drainage, and the County benefits from the acceptance of this drainage 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 Easement as of the day of delivery of the Drainage Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

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

#### **BACKGROUND:**

The area along Bauer Road near Big Lagoon Learning Center, Inc., has a history of roadside stormwater drainage issues, which has caused residential and business flooding as well as damage to the infrastructure. The County has plans to alleviate some of these drainage problems, which will require the acquisition of drainage easements.

Design indicated the need for a drainage easement along the south property line of Big Lagoon Learning Center, Inc. The property owner, Big Lagoon Learning Center, Inc., has agreed to donate a drainage easement (10'x110' = 1100 square feet) to the County in order to make the needed improvements and for future maintenance. Staff is requesting the Board approval required to accept the donation of the drainage easement.

**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 Easement was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on November 6, 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 Easement

Parcel info

Aerial view map

---

This document was prepared by:  
Wayne Manning  
Escambia County Public Works Department  
3363 West Park Place  
Pensacola, Florida 32505  
A Portion of 12-3S-32-2000-035-025

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**DRAINAGE EASEMENT**

THIS DRAINAGE EASEMENT is made and entered into this 6 day of September 2013, by and between Big Lagoon Learning Center Inc. a Florida for profit corporation, whose mailing address is 5152 Choctaw Avenue, Pensacola, Florida 32507 (Grantor) and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 22 Palafox Place, Pensacola, Florida 32502 (Grantee).

**WITNESSETH:**

WHEREAS, the Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 12, Township 3S, Range 32 West, Escambia County, Florida;

WHEREAS, the Grantor is the owner of the real property, over, across and upon which Grantee proposes to construct and maintain said drainage 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 easement over the real property described below 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.

**Legal or Exhibit "A"**

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.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement area, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified and the Grantor, itself, its successors and assigns, agree to execute corrective instruments as may be required by Grantee.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee and its successors and assigns forever.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances, which would prohibit the Grantee from using the easement area for drainage and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement area and an appraisal of the drainage easement area unless otherwise provided for herein.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the date first above written.

Signed, sealed and delivered  
in the presence of:

Witness

Cecilia Salas  
Print Name Cecilia Salas

Witness

Bernie W Manning  
Print Name Bernie W Manning

Big Lagoon Learning Center Inc.  
a Florida for profit corporation

By

Mercedes Branigan  
Mercedes Branigan, as President

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6 day of September, 2013, by Mercedes Branigan as President of Big Lagoon Learning Center Inc. a Florida for profit corporation. He/She ( ) is personally known to me or ( ) has produced current Florida Driver License as identification.

(Notary Seal)

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

Bernie W Manning  
Signature of Notary Public

Bernie W Manning  
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 \_\_\_\_\_.

BOARD OF COUNTY COMMISISONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Gene M. Valentino, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

This document approved as to form  
and legal sufficiency.

By

Title

Date

Christ  
Asst. County Attorney  
Nov. 6 2013

Legal Description  
10-foot Drainage Easement  
Property Reference Number 12-3S-32-2000-035-025  
September 4, 2013

Exhibit "A"

A 10-foot wide non-exclusive Drainage Easement over the South 10 feet of the following described parcel of land situated in Section 12, Township 3 South, Range 32 West, Escambia County, Florida, being more particularly as follows:

Lots 35, 36, 37, and the North 15 feet of Lot 38, Block 25 of Treasure Hill Park, according to the Plat thereof as recorded in Deed Book 102, Page 286, of the public records of Escambia County, Florida.

The above parcel description is recorded in Official Records Book 6465 at page 909 of the public records of Escambia County, Florida.



## MORTGAGEE CONSENT AND SUBORDINATION

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the undersigned, being the owner and holder of the Mortgages recorded in Official Record Book 7011 at page 1952 and Official Record Book 7016 at page 8 and the Assignments of Leases and Rents recorded in Official Record Book 7011 at page 1962 and Official Record Book 7016 at page 18 of the public records of Escambia County, Florida, together with any and all amendments, modifications, extensions, replacements and substitutions thereto (collectively, the "Mortgage"), hereby: (a) consents to the Grantor's execution and delivery of the foregoing Drainage Easement, and (b) subordinates the Mortgage, and the lien and security interest evidenced by or created thereunder, to all of the terms, covenants, conditions and other provisions of the foregoing Drainage Easement.

COMMUNITY BANK, COAST

Witness Rebecca Platz

Print Name Rebecca Platz

Witness Justin Ward

Print Name Justin Ward

By: Fred Leopold

Printed Name: Fred Leopold

Title: Florida CEO

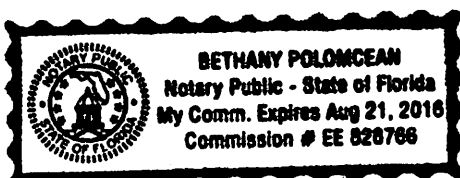
STATE OF Florida  
COUNTY OF WILCOX

The foregoing instrument was acknowledged before me this 30 day of OCTOBER, 2013, by Fred O. Leopold, as FL CEO of Community Bank, Coast. He/She ☐ is personally known to me, ☐ produced current as identification.

Bethany Polomcean  
Signature of Notary Public

Bethany Polomcean  
Printed Name of Notary Public

(Notary Seal)



Source: Escambia County Property Appraiser



Navigate Mode



Account



Reference

[Restore Full Page Version](#)**General Information**

**Reference:** 123S322000035025  
**Account:** 103381700  
**Owners:** BIG LAGOON LEARNING CENTER INC  
**Mail:** 5152 CHOCTAW AVE  
PENSACOLA, FL 32507  
**Situs:** 5655 BAUER RD 32507  
**Use Code:** PRIVATE SCHOOL-GRADE SCHOOL  
**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:** \$89,796  
**Land:** \$54,780

**Total:** \$144,576

[Save Our Homes:](#) \$0

[Disclaimer](#)

[Amendment 1/Portability Calculations](#)

**Sales Data**

Sale Date	Book	Page	Value	Type	Official Records (New Window) <a href="#">View Instr</a>
07/14/2009	6482	1689	\$100	OT	<a href="#">View Instr</a>
05/21/2009	6465	909	\$165,000	CJ	<a href="#">View Instr</a>
02/05/2008	6423	470	\$100	CJ	<a href="#">View Instr</a>
01/29/2008	6284	1715	\$100	CJ	<a href="#">View Instr</a>
01/2003	5052	480	\$143,200	WD	<a href="#">View Instr</a>
11/2001	4807	1811	\$100	WD	<a href="#">View Instr</a>
09/2001	4780	1352	\$100	QC	<a href="#">View Instr</a>
02/2000	4527	1251	\$62,500	WD	<a href="#">View Instr</a>

Official Records Inquiry courtesy of Pam Childers  
Escambia County Clerk of the Circuit Court and  
Comptroller

**2013 Certified Roll Exemptions**

None

**Legal Description**

LTS 35 36 37 AND N 15 FT OF LT 38 BLK 25 TREASURE  
HILL PARK PLAT DB 102 P 286...

**Extra Features**

4' CHAINLINK FENCE  
CANOPY  
CONCRETE PAVING

**Parcel  
Information**

[Launch Interactive Map](#)

**Section Map**

**Id:**  
[12-3S-32-2](#)

**Approx.  
Acreage:**  
0.3600

**Zoned:**  
C-2

**Evacuation  
& Flood  
Information**  
[Open Report](#)





### Buildings

Building 1 - Address: 5655 BAUER RD, Year Built: 2000, Effective Year: 2000

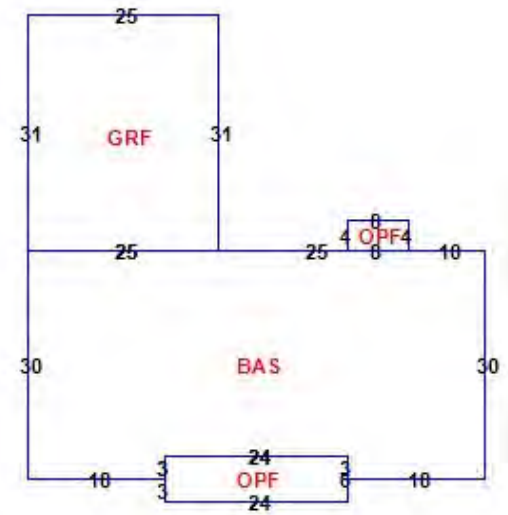
#### Structural Elements

**FOUNDATION**-SLAB ON GRADE  
**EXTERIOR WALL**-SIDING-LAP.AAVG  
**NO. PLUMBING FIXTURES**-9.00  
**DWELLING UNITS**-1.00  
**ROOF FRAMING**-GABLE  
**ROOF COVER**-DIMEN/ARCH SHNG  
**INTERIOR WALL**-DRYWALL-PLASTER  
**STORY HEIGHT**-8.00  
**NO. STORIES**-1.00  
**FLOOR COVER**-VINYL/CORK  
**FLOOR COVER**-TILE/STAIN CONC/BRICK  
**DECOR/MILLWORK**-AVERAGE  
**HEAT/AIR**-CENTRAL H/AC  
**STRUCTURAL FRAME**-WOOD FRAME



Areas - 2679 Total SF

**BASE AREA** - 1728  
**GARAGE FIN** - 775  
**OPEN PORCH FIN** - 176



#### Images



3/11/10

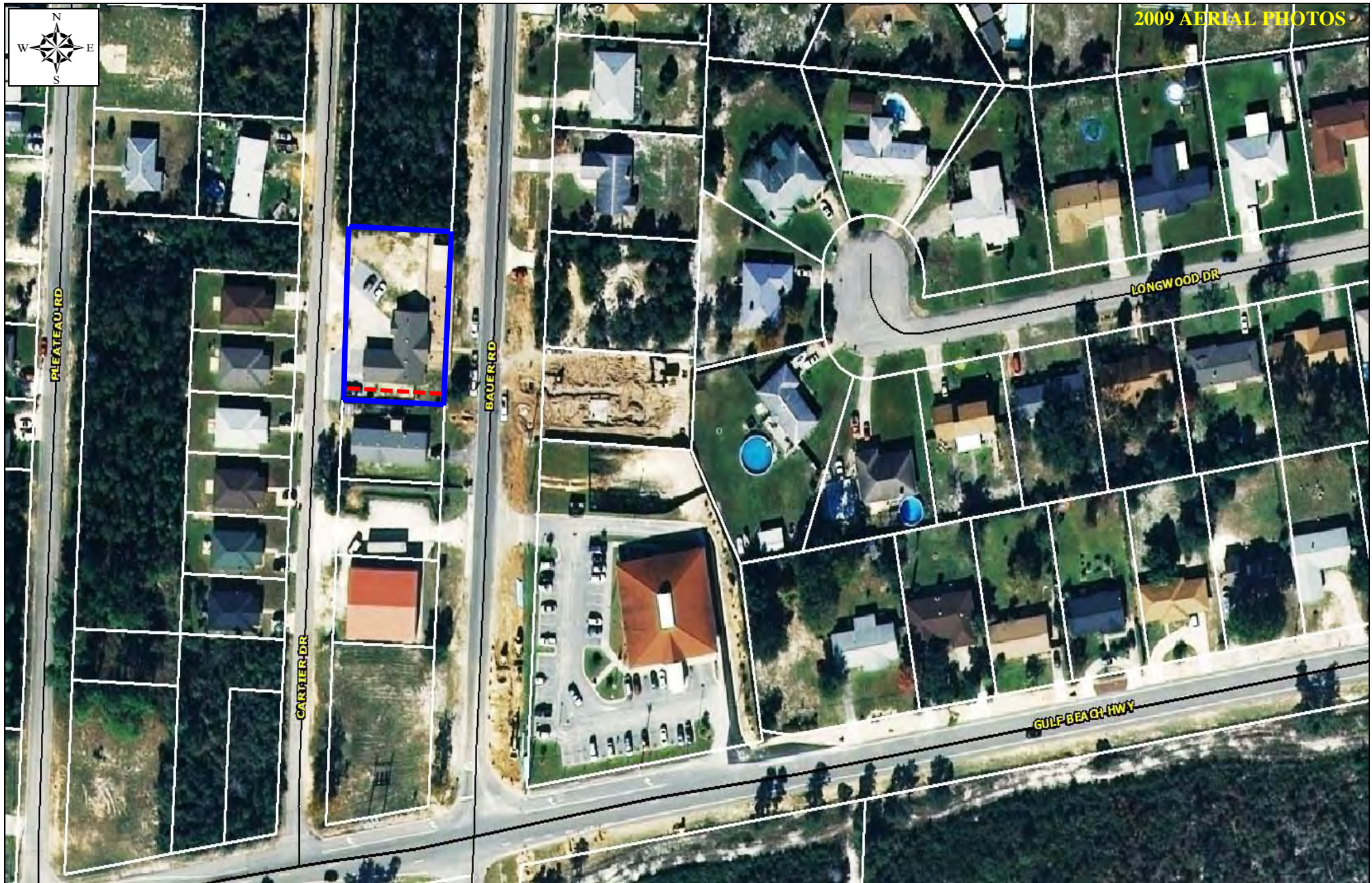


12/10/02

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.



BAUER ROAD DRAINAGE PROJECT / DRAINAGE EASEMENT FROM BIG LAGOON LEARNING CENTER, INC.



ESCAMBIA COUNTY PUBLIC  
WORKS DEPARTMENT  
LWG 09/05/13 DISTRICT 2



BIG LAGOON LEARNING CENTER PROPERTY



PROPOSED 10' WIDE DRAINAGE EASEMENT





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5424

County Administrator's Report 12. 24.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/05/2013

Issue: Approval of Agreement between Escambia County and Pensacola Sports Association, Inc.

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning Approval of Fiscal Year 2013/2014 Miscellaneous Appropriations Agreement between Escambia County and Pensacola Sports Association, Inc., as Fiscal Agent for Visit Pensacola, 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 between Escambia County and Pensacola Sports Association, Inc., as Fiscal Agent for Visit Pensacola, Inc.:

- A. Approve the Miscellaneous Appropriations Agreement, in the amount of \$3,338,614, to be paid from the 3rd Cent Tourist Promotion Fund 108, Cost Center 360101, Account 58201;
- 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 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 agreement.

#### **PERSONNEL:**

N/A

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

Board approval of Miscellaneous Appropriations Agreements is necessary.

**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

VisitPensacola

---

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT  
BETWEEN ESCAMBIA COUNTY AND  
PENSACOLA SPORTS ASSOCIATION, INC.,  
AS FISCAL AGENT FOR VISIT PENSACOLA, INC.**

**THIS AGREEMENT** is made and entered into this 1st day of January, 2014 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 the Pensacola Sports Association, Inc. as fiscal agent for Visit Pensacola, Inc. with administrative offices at 101 West Main Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 59-0767953 (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 for, (1) the marketing of Escambia County Tourism, (2) to increase future Tourism Development Tax revenues, (3) to increase Local Optional Sales Tax revenue, (4) to increase job growth, all of which further the public good of the people of Escambia County; and

**WHEREAS**, the Recipient promotes Escambia County as a vacation and business destination to national and international visitors whose visits generate major financial dividends to the County's well being each year; 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**, Visit Pensacola, Inc. was created as a 501(c)(6) private not for profit corporation, with the express purpose to allow the community to speak with "one unified voice" on tourism matters. Visit Pensacola, Inc. operates in the Sunshine and will continue to do so; and

**WHEREAS**, the Tourism Development Tax is imposed on short term lodging and meant to provide a dedicated tourism marketing and promotion fund; and

**WHEREAS**, in order to preserve and expand that mission, Visit Pensacola, through 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 enumerated mission of Section 125.0104 and its related benefits to Escambia County citizens, 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 months of January through September of the County's current Fiscal Year 2013/14 (October 1 through September 30), the sum of \$3,338,614 of Fiscal Year 2014 Tourist Development Taxes to conduct a program generally described as:

Tourism Promotion Activities

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein.

**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.** Visit Pensacola, Inc., through 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 with regard to its tourism promotion activities; and

C) To return to the County within forty-five (45) days of demand all remaining 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 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

4. 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

5. 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

6. 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.

F) To consent to:

1. Providing such audits of the financial affairs of Visit Pensacola, Inc., through 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 the program more particularly described in Exhibit "A" to this *Agreement*. Visit Pensacola, Inc., through the Recipient, may enter into subcontracts under this *Agreement* as appropriate. Visit Pensacola, Inc., through the Recipient, must furnish the County a copy of all subcontracts once executed.

**Section 2.** This *Agreement* shall be considered to have become effective on the 1st day of January, 2014, and will terminate on the 30th day of September, 2014, unless canceled sooner with cause 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 Visit Pensacola, Inc., through the Recipient, a total sum of \$3,338,614 for the program of activity described herein. The sum of \$1,498,259, shall be paid following the execution of this *Agreement*, and the remainder shall be paid on a cost reimbursement basis for eligible expenses 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 with County funds allocated in accordance with this *Agreement(s)* in connection with aforementioned program, which has a unit cost of \$1,000 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.** In addition to any reporting requirement described in Exhibit "A", Visit Pensacola, Inc., through 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 Fiscal Year 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.** Visit Pensacola, Inc.'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.** Visit Pensacola, through 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 Visit Pensacola, Inc., through the Recipient, continues to receive a miscellaneous appropriation from the County in the next fiscal year.

**Section 8.** This *Agreement* will apply to all funds appropriated during the January through September of the fiscal year ending September 30, 2014, provided that the County's rights and Visit Pensacola, Inc.'s duties hereunder will continue for a period of five (5) years from the date of execution hereof subject to appropriation.

**Section 9.** Visit Pensacola, Inc., through the Recipient, has established specific metrics for evaluating the success of its Tourism Development Tax Expenditure for Fiscal Year 13/14, and shall report those results to the Board of County Commissioners quarterly. These metrics are incorporated as Exhibit "C" attached hereto.

## **Section 10. General Provisions**

*Modification and Amendment.* No modification or amendment of this *Agreement* shall be valid and binding on the parties unless made in writing and signed by or on behalf of the County and Recipient.

*Entire Agreement.* This *Agreement* supersedes all prior agreements and discussions between the parties with respect to the subject matter of this *Agreement*, and this *Agreement* together with all exhibits and any other documents delivered in connection with



this *Agreement*, comprise the sole and entire agreement between the parties with respect to the subject matter of this *Agreement*.

*Applicable Law and Venue.* This *Agreement* shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue for resolution of any dispute between the parties is to be Escambia County, Florida, and the parties hereby consent to the personal jurisdiction of said courts.

*Annual Appropriation.* Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this *Agreement* shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

*Gender.* Whenever the context so requires, the singular shall include the plural and plural shall include the singular, and the gender of any pronoun shall include other genders.

*Severability.* Wherever possible, each provision of this *Agreement*, shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this *Agreement* shall be prohibited or invalidated under applicable law, such provision shall be ineffective to the extent of such provision only, and the remaining provisions of this *Agreement* shall remain fully effective as if the prohibited or invalid provision had never been contained within the *Agreement*.

*Survival.* The general provisions of this Section 11 will survive any termination or expiration of this *Agreement*.

*Ambiguities.* Each party and its counsel have participated fully in the review and revision of this *Agreement*. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this *Agreement*. The language in this *Agreement* shall be interpreted as to its fair meaning and not strictly for or against any party.

*Counterparts.* This *Agreement* may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument.

*Notices.* All notices, authorizations, and requests given or made in connection with this *Agreement* must be sent by facsimile or Certified Mail, return receipt requested, and faxed or addressed, respectively, to the parties' head office at the following addresses:

**Escambia County Board of County Commissioners**  
221 Palafox Place  
Pensacola, FL 32502

and **Pensacola Sports Association, Inc.**  
101 West Main Street  
Pensacola, FL 32501

or to any different address that is provided to a party through the means of notice adopted

herein. Notices will be deemed delivered on the date shown on the certified postal return receipt or facsimile confirmation of delivery.

**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: \_\_\_\_\_  
Lumon J. May, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

**BCC APPROVED:** \_\_\_\_\_

**PENSACOLA SPORTS ASSOCIATION, INC.,  
as Fiscal Agent for Visit Pensacola, Inc.**

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

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

This document approved as to form and legal sufficiency.

By: Kristina Head

Title: ACA

Date: 11/26 /13

EXHIBIT "A"  
2013/2014 MISCELLANEOUS APPROPRIATIONS  
PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS

The Allocation of funds described below is the parties best estimate of the expected distributions, but shall be revised through a contract amendment approved by the Board of County Commissioners based upon Visit Pensacola's, through the Recipient, consultation with its advertising, promotion and market research agencies within 120 days.

Direct programming: Expenses of \$2,202,510 related to acquiring a visitor to the destination. This includes the purchase of advertising, payments for firms managing the advertising, public relations and market research programs, registration and travel for related trade shows and conferences, brochures and collateral, consumer promotions, sales promotions, website development and marketing, production of marketing materials, and customer sites/familiarization trips. Also included are expense related to the marketing and operational support of local festivals and events that occur in Escambia County and attract visitors to our community.

Operations: Expenses of \$344,291 related to the operations of the Visit Pensacola office, the Pensacola Sports Association and the Perdido Key Visitor Information Center.

Personnel: Expenses of \$791,813 related to salaries and benefits for employees working for Visit Pensacola, Pensacola Sports Association and the Perdido Key Visitor Information Center.

## 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.**
- The sum of \$1,498,259 shall be paid following the execution of this Agreement, and the remainder shall be paid monthly in advance. Proof of payment for eligible costs for prior monthly advance must be received by the County before the release of the next monthly advance.

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.**

Industry Metrics	Definition
Tourism Development Tax	Tax Collected on lodging properties based on revenue for a rental time period. Currently at 4%
Lodging Revenue	Total room revenue generated from the sale or rental of rooms.
Direct Spending	Spending by visitors to Escambia in local businesses. Does not include a multiplier/indirect spending
Overnight Visitors	Visitors to Escambia County who spend at least one night in a lodging facility (hotel, condo, home, campground)
Hotel Average Daily Rate	Room revenue divided by rooms sold, displayed as the average rental rate for a single room. Provided by Smith Travel Research
Hotel Daily Occupancy	Rooms sold divided by rooms available multiplied by 100. Occupancy is always expressed as a percentage of rooms occupied. Provided by Smith Travel Research
Hotel RevPar	Room revenue divided by rooms available. Provided by Smith Travel Research

Visitor Information Center	Definition
VIC Walk-Ins	Number of visitors entering the Visitor Information Center to get information on the Pensacola Bay Area
Inquiries	Number of people inquiring about the Pensacola Bay Area as a travel destination.
First Time Visitors	Number of visitors to the VIC who have not previously visited the Pensacola Bay Area

Sales	Definition
Number of Bookings	Number of definite groups who will be coming to Pensacola for a meeting, convention, reunion, wedding, group tour or other leisure group over a period of time.
Number of Room Nights	This is the main benchmark for our organization and represents one room occupied for one night. Overnight visitors spend significantly more in our community than day visitors
Sales Leads Issued	Number of sales leads sent to our industry partners for future room night business
Lead Room Nights	Represents the number of future room nights associated with a sales lead
Attendees	Number of people attending a meeting, convention, conference, wedding, reunion, tour or other leisure booking

Interactive	Definition
Web Unique Visitors	Unique visitors (or visitors) refers to the number of distinct individuals requesting pages from the website during a given period, regardless of how often they visit.
Click-Thru to Partners	Site visitors clicking the links to our partner websites from our site.
Visitors Guide Sign Up	Users filling out the form on our website to receive the visitor guide.
E-Newsletter Sign Up	Site visitors requesting to be added to our email list.
Accommodation Page Unique Visitors	Unique visitors browsing our partner accommodation listings.
Enewsletter subscribers	Number of subscribers currently subscribed to our email newsletter.
Enewsletter open rate	Indicates how many users "view" or "open" the email newsletter.
Enewsletter click thru	Indicates how many clicks an email newsletter generated.

EXHIBIT "C"

Communications/Public Relations	Definition
Ad Equivalency	Assigns an equivalent advertising dollar value to editorial coverage; refers to what the editorial coverage would cost if it had been paid for, either as advertising space (in print/online) or as time (in broadcast); its disadvantage is not accounting for credibility, shareability and authenticity of editorial coverage as compared to paid advertising content
Story Placement	Number of editorial coverage generated, in terms of print articles, online stories or broadcast clips
Media Visits/FAMS	Number of journalists who have been hosted in-market as part of a familiarization (FAM) visit, whether for editorial research and/or on editorial assignment (to generate future coverage)
Media Assists	Number of writers assisted as they prepare stories on the Pensacola Bay area.
Media Missions/Visits	Number of out-of-market visits completed by the communications team to meet with journalists in key feeder markets; media missions are traditionally completed as part of a group (e.g. VISIT FLORIDA), while desk-side visits are conducted one-on-one
Press Releases Issued	Any written communication formally issued to media, providing information on a particular topic, event or issue that's considered timely, newsworthy and editorially relevant
Blog Posts	A blog post is an entry on Visit Pensacola's blog; the entries are in date order and are listed along the side panel of the website.
Facebook Likes	A Facebook like is when a user clicks "Like" on the Visit Pensacola Facebook page, and therefore begins to see posts and interactions from Visit Pensacola on their newsfeed or home page.
Facebook Posts	A Facebook post is when Visit Pensacola posts a message, which can contain video, photos, website links and even a multiple choice question.
Tweets	A tweet is a message posted to Visit Pensacola's Twitter page, which must be under 140 characters, and then is displayed on the homepage of Visit Pensacola's followers.
Twitter Followers	A follower is someone who clicks "Follow" on Visit Pensacola's Twitter page, which allows them to receive all tweets that are sent out by Visit Pensacola on their home page.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5417

County Administrator's Report 12. 25.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/05/2013

Issue: Memorandum of Agreement Between Florida Department of Corrections and Escambia County

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the Memorandum of Agreement between Florida Department of Corrections and Escambia County - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Memorandum of Agreement (MOU) by and between Florida Department of Corrections and Escambia County Parties, Agreement #A3270, for the purpose of establishing and maintaining support during an actual or anticipated emergency:

- A. Approve the MOU; and
- B. Authorize the Chairman to sign the MOU.

#### **BACKGROUND:**

This Agreement is for the purpose of establishing and maintaining support during an actual or anticipated emergency, including prior to, during, or immediately after a Hurricane or other related Natural Disaster, and subject to an Executive Order from the Division of Emergency Management activating the terms of this Agreement with the following support:

1. Temporary Housing of county jail inmates within an existing institution, as available;
2. Immediate availability of personnel support, subject to operational constraints;
3. Support in the event of a riot, disorder and/or hostage situation and/or facility damage which causes a breach of security;
4. Appropriate prisoner transport vehicles and/or convoy escort during an evacuation, if available; and
5. Other assistance as deemed necessary and available by both parties.

#### **BUDGETARY IMPACT:**

N/A

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

This document has been approved as to form and legal sufficiency by the County Attorney's Office.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

The Escambia County Jail staff will be responsible for the implementation and the coordination of these agreements.

---

---

**Attachments**

FDOC MOU

---

---



**MEMORANDUM OF AGREEMENT**  
**BY AND BETWEEN**  
**FLORIDA DEPARTMENT OF CORRECTIONS**  
**AND**  
**ESCAMBIA COUNTY**  
**PARTIES**

This Memorandum of Agreement ("Agreement") is between the Florida Department of Corrections ("Department"), and Escambia County, by and through the Escambia County Department of Corrections ("County"), which are the parties hereto.

**PURPOSE**

This Agreement is entered into for the purpose of establishing and maintaining support during an actual or anticipated emergency, including prior to, during, or immediately after a Hurricane or other related Natural Disaster, and subject to an Executive Order from the Division of Emergency Management activating the terms of this Agreement. Should an Executive Order be signed, the Department will comply with current procedure established for all requests for assistance through the State Emergency Operations Center. Should the County have reason to believe that an emergency situation is imminent, the Department agrees to respond, upon written notification, twenty-four (24) hours a day, seven (7) days a week, with the following support, on a first-come first-served basis:

1. Temporary housing of county jail inmates within an existing institution, as available. Determination of availability shall be at the sole discretion of the Department;
2. Immediate availability of personnel support, subject to operational constraints;
3. Support in the event of a riot, disorder and/or a hostage situation and/or facility damage which causes a breach of security;
4. Appropriate prisoner transport vehicles and/or convoy escort during an evacuation, if available; and
5. Other assistance as deemed necessary and available by both parties.

**I. TERM**

This Agreement shall begin on the date on which it is signed by both parties, and shall end at midnight three (3) years from the date of execution. In the event this Agreement is signed by the parties on different dates, the latter date shall control.

The Department has the option to renew this Agreement for one (1) additional three (3) year period, after the initial Agreement period upon the same terms and conditions contained herein.

The actual housing of any county inmates within a Department facility is intended to be a short period of time and only until the county jail inmates are able to be returned to a county jail facility. At a maximum, county inmates will not be temporarily housed at the Department facility beyond the term of this Agreement.

**II. GENERAL CONDITIONS**

1. Emergency contacts for the Department, including twenty-four (24) hour contact numbers, are as follows: Emergency Action Center (EAC), telephone: (850) 922-6867 or (850) 228-9352.
2. Emergency contacts for the County including twenty-four (24) hour contacts and pager numbers are as follows: Commander Brett Whitlock, telephone: (850) 436-9425 or (850) 554-2349.
3. Restrictions on the provision of services or equipment during emergencies include: the Department and County command staff will cooperatively manage an emergency on Department property; the Department and County command staff will directly supervise their own participating staff.
4. At no time material to this Agreement shall the County staff be considered to be operating under the supervision, direction or control of Department.
5. Reporting location for the external staging area will be determined at time of emergency situation.
6. The County will be invited to participate in applicable simulations, exercises or other emergency training. Staff will be supervised by their respective commands at all times.

**III. SCOPE OF AGREEMENT**

The County and the Department agree to carry out their respective duties and responsibilities outlined below, subject to controlling law, policy(ies) and/or procedures, and in consideration of the mutual interests and understandings expressed herein.

**A. Responsibilities of Escambia County**

The County will perform the following duties in support of this Agreement:

1. The County will provide the Department with an estimated number of the average daily population for the county jail with the signed agreement or upon the request for an Agreement and will update the population number with the exact amount, upon request for housing of county inmates, whenever a county jail evacuation order is issued (refer to Section III., B., 2. of this document).
2. The County agrees to seek housing for their county inmates with other county jails, via a mutual aid agreement, prior to requesting the Department to provide temporary housing for the requested number of county inmates.
3. The County or its authorized representative, the Florida Sheriff's Task Force and/or the Florida Sheriff's Association, will be assigned as a liaison to the Department's Emergency Operations Center and will remain available until such time as the liaison is no longer necessary or the primary coordination location is transferred to the evacuation site(s).
4. The County or its authorized representative, the Florida Sheriff's Task Force, if necessary, may establish an organization and command structure in the event that a single Department facility is utilized for the evacuation of county jail inmates from two (2) or more counties. The Florida Sheriff's Task Force shall be responsible to coordinate all issues between representatives utilizing the facility.

5. The County staff assigned to a Department facility shall at all times report to and be under the supervision of their respective County chain-of-command. At no time shall the sheriff and/or county staff be considered an agent, officer, or employee, of the Department.
6. The County shall ensure that all appropriate county jail inmate classification, medical records, appropriate medical supplies and equipment are transported with the county jail inmates to properly manage and provide medical care, if an evacuation occurs.
7. The County shall be responsible for inmate transportation and security of all county jail inmates.
8. The County shall assume all responsibilities for the county jail inmate and site security at the Departments' temporary housing facility.
9. The County shall supply the appropriate number of classification and emergency medical staff to properly manage and provide medical care to the county jail inmates during an evacuation. At no time shall the sheriff and/or county staff be considered an agent, officer, or employee, of the Department.
10. The County shall maintain the responsibility for daily medical issues while county jail inmates are housed at the Departments' temporary housing facility.
11. The County shall be responsible for provision and costs of any healthcare, including medical, dental and mental health to the county jail inmates. This does not mean, however, that the parties hereto are prohibited from further mutual Agreement to support or transfer security duties based on need or extenuating circumstances.
12. The County shall, as soon as possible, identify in writing any county jail inmate with special dietary needs who shall be fed in the same manner as Department inmates having the same special dietary needs. County jail inmates will not have access to Canteen Services.

**B. Responsibilities of the Department**

The Department will perform the following duties in support of this Agreement:

1. The Department will make every effort possible to assist in the evacuation of county jail inmates. If it becomes necessary to house county jail inmates in an existing Department facility, they will be housed separately from the Department's inmate population.
2. The Department will provide temporary housing for a number of county inmates based upon their average daily population from the past year, minus county inmates that can be released back into the community, and broken down by the following:

<u>Pre-trial</u>	<u>Post-trial</u>
Sex	Sex
Custody	Custody
Adult	Adult
Juvenile	Juvenile
Medical grades	Medical grades
Security concerns	Security concerns

3. Upon request for assistance from the County, the Department will notify the County as to the number of inmates that can be provided emergency housing whenever a county jail

evacuation order is issued by the County or other such competent authority that maintains responsibility for the Escambia County detention facility.

4. The Department reserves the right to temporarily house county inmates outside of the county of the requesting County, as well as outside of the judicial circuit, dependant on the availability of the Departmental resources, and to the extent that it is lawfully able to do so without impeding its primary mission.
5. The Department, at its sole discretion, will identify suitable inmate housing locations based on availability at the time of the emergency. Every consideration possible will be given the housing of a single county's inmates within a single Department facility and in close proximity to the impacted county.
6. The Department will be responsible only for the provisions of perimeter security when county jail inmates are housed in an existing Department institution. The County shall provide all other security required for its county jail inmates at all times.
7. The Department will provide a supervisory representative to serve as a liaison at the temporary housing facility at all times while county jail inmates and county staff are present.
8. The Department shall provide food services [three (3) meals a day], laundry services, and basic hygiene items to county jail inmates at a per diem rate of \$5.00 per day, per county jail inmate.
9. The Department will assist with medical issues only to the extent necessary to prevent imminent death or serious bodily injury in any life threatening emergency. Any assistance or care rendered by the Department shall be in accordance with the Department's Technical Instructions for Inmate Healthcare. The Department neither assumes nor is liable for any costs associated with the provision of health and/or medical care to any county jail inmate.

#### IV. COMPENSATION

##### A. Payment to the Department

The County shall reimburse the Department for the provision of food services [three (3) meals a day], laundry services, and basic hygiene items to county jail inmates at a per diem rate of \$5.00 per day, per county jail inmate.

The Warden, at each Department's facility where county jail inmates are temporarily housed, will keep a daily record of the number of inmates housed at its facility. The Warden will submit this record as supporting documentation with an invoice on a monthly basis within fifteen (15) days following the end of the month for which payment is being requested.

##### Official Payee

The name and address of the official payee to whom payment shall be made is as follows:

Department of Corrections  
Bureau of Finance & Accounting  
Post Office Box #12100  
Centerville Station  
Tallahassee, Florida 32317

The County is expected to submit payment to the Department within thirty (30) days of receiving an invoice. A copy of each remittance shall be forwarded to the Agreement Manager listed in Section VI., B. of this Agreement.

**V. INSTITUTIONAL SECURITY**

In carrying out the provisions of this Agreement, the County must comply with all security procedures for Contractors doing business in Department's facilities as contained in Department Procedure 602.016, "Entering and Exiting Department of Corrections' Institutions", and the Security Requirements for Contractors, attached hereto and herein referred to as "Attachment A".

**VI. AGREEMENT MANAGEMENT**

**A. Department's Agreement Administrator**

The Agreement Administrator for the Department is responsible for maintaining the official Agreement file, processing any amendments or termination of the Agreement and for maintaining records of all formal correspondence between the Department and the County regarding administration of the Agreement.

The address and telephone number of the Department's Agreement Administrator is:

Operations Manager, Contract Administration Section  
Bureau of Contract Management & Monitoring  
Department of Corrections  
501 South Calhoun Street  
Tallahassee, Florida 32399-2500  
(850) 717-3681 (telephone)  
(850) 488-7189 (facsimile)

**B. Agreement Managers**

The parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as Agreement Managers regarding issues arising out of this Memorandum of Agreement.

**FOR THE DEPARTMENT**

James R. Upchurch  
Assistant Secretary of Institutions  
501 South Calhoun Street  
Tallahassee, Florida 32399-2500  
(850) 717-3034 (telephone)  
(850) 413-8184 (fax)  
[upchurch.james@mail.dc.state.fl.us](mailto:upchurch.james@mail.dc.state.fl.us) (e-mail)

**FOR THE COUNTY**

Gordon C. Pike  
Chief Correctional Officer  
Pensacola, Florida 32522-7789  
2251 North Palafox Street  
(850) 595-3100 (telephone)  
[GCPike@co.escambia.fl.us](mailto:GCPike@co.escambia.fl.us) (e-mail)

**VII. REVIEW AND MODIFICATION**

- A. Upon request of either party, both parties will review this Agreement annually in order to determine whether its terms and conditions are still appropriate. The parties agree to renegotiate terms and conditions hereof if it is mutually determined that significant changes in this Agreement are necessary. There are no obligations to agree by either party.

- B. Modifications to the provisions of this Agreement, with the exception of Section VI., Agreement Management, shall be valid only through execution of a formal written amendment to the Agreement. Modifications to Section II, General Conditions, for emergency contact information shall be submitted in writing and a copy placed in Agreement file.

**VIII. TERMINATION**

This Agreement may be terminated at any time upon the mutual consent of both parties or unilaterally by either party upon no less than thirty (30) calendar days' notice. Notice shall be delivered by certified mail (return receipt requested), express mail or other method whereby a receipt of delivery may be obtained. In addition, this Agreement may be terminated with 24 hours notice by the Department for any failure of the County to comply with the terms of this Agreement or any applicable Florida law.

**IX. FINANCIAL OBLIGATIONS OF THE PARTIES**

The Department and the County acknowledge that this Agreement is not intended to create financial obligations as between the parties. However, in the event that costs are incurred as a result of either or both of the parties performing their duties or responsibilities under this Agreement, each party agrees to be responsible for their own costs, unless otherwise noted in this Agreement. Cost shall be on a cost-reimbursement basis with submission of appropriate documentation outlining all costs incurred.

**X. WAIVER AND ASSUMPTION OF RISK**

The Department and County are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**AUTHORIZATION FOR SIGNATURE**

The parties hereto cause this Agreement to be executed by their undersigned officials as duly authorized.

Approved as to form and legal  
sufficiency.

By/Title: K. H. Adair  
Date: 11/25/13

**Board of County Commissioners  
Escambia County, Florida  
Acting for and on behalf of the  
Escambia County Department of Corrections**

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Lumon J. May, Chairman

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

(SEAL)

**DEPARTMENT OF CORRECTIONS**

Approved as to form and legality,  
subject to execution.

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

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

NAME: Michael D. Crews

NAME: Jennifer A. Parker

TITLE: Secretary  
Department of Corrections

TITLE: General Counsel  
Department of Corrections

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Firm Representing:** Escambia County Department of Corrections

**Name of Employee/Vendor:** \_\_\_\_\_

(Print)

**DEPARTMENT OF CORRECTIONS**  
**SECURITY REQUIREMENTS FOR CONTRACTORS**

- (1) FS 944.47: Except through regular channels as authorized by the officer-in-charge of the correctional institution, it is unlawful to introduce into or upon the grounds of any state correctional institution, or to take or attempt to take or send or attempt to send therefrom any of the following articles, which are hereby declared to be contraband.
- (a) Any written or recorded communication or any currency or coin given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
  - (b) Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
  - (c) Any intoxicating beverage or beverage which causes or may cause an intoxicating effect.
  - (d) Any controlled substance or any prescription or nonprescription drug having a hypnotic, stimulating or depressing effect.
  - (e) Any firearm or weapon of any kind or any explosive substance. (This includes any weapons left in vehicles)
  - (f) Any cellular telephone or other portable communication device intentionally and unlawfully introduced inside the secure perimeter of any state correctional institution without prior authorization or consent from the officer in charge of such correctional institution.

A person who violates any provision of this section as it pertains to an article of contraband described in subsections (a), (b), or (f) is guilty of a felony of the third degree. In all other cases, a violation of a provision of this section constitutes a felony of the second degree.

- (2) Do not leave keys in ignition locks of motor vehicles. All vehicles must be locked and windows rolled up when parked on state property. Wheel locking devices may also be required.
- (3) Keep all keys in your pockets.
- (4) Confirm, with the Institutional Warden, where construction vehicles should be parked.
- (5) Obtain formal identification (driver's license or non-driver's license obtained from the Department of Highway Safety and Motor Vehicles). This identification must be presented each time you enter or depart the institution.
- (6) Absolutely no transactions between contract personnel and inmates are permitted. This includes, but is not limited to, giving or receiving cigarettes, stamps, or letters.



- (7) No communication with inmates, verbal or otherwise, is permitted without the authorization of the officer-in-charge.
- (8) Strict tool control will be enforced at all times. Tools within the correctional institution are classified as AA, A, or B. Class AA tools are defined as any tool that can be utilized to cut chain link fence fiber or razor wire in a rapid and effective manner. Class A tools are defined as those tools which, in their present form, are most likely to be used in an escape or to do bodily harm to staff or inmates. Class B tools are defined as tools of a less hazardous nature. Every tool is to be geographically controlled and accounted for at all times. At the end of the workday, toolboxes will be removed from the compound or to a secure area as directed by security staff. You must have two copies of the correct inventory with each tool box, one copy will be used and retained by security staff who will search and ensure a proper inventory of tools each time the tool box is brought into the facility, the other copy will remain with the tool box at all times. Tools should be kept to a minimum (only those tools necessary to complete your job). All lost tools must be reported to the Chief of Security (Colonel or Major) **immediately**. No inmate will be allowed to leave the area until the lost tool is recovered.
- (9) Prior approval must be obtained from the Chief of Security prior to bringing any powder-activated tools onto the compound. Strict accountability of all powder loads and spent cartridges is required.
- (10) All construction materials will be delivered into the compound on trucks entering through the sallyport gate. As the security check of vehicles is an intensive and time consuming (10-15 minutes) process, the contractor is requested to minimize the number of deliveries.
- (11) Establish materials storage and working areas with the Warden and/or Chief of Security.
- (12) Control end-of-day construction materials and debris. Construction materials and debris can be used as weapons or as a means of escape. Construction material will be stored in locations agreed to by security staff and debris will be removed to a designated location. Arrange for security staff to inspect the project area before construction personnel leave. This will aid you in assuring that necessary security measures are accomplished.
- (13) Coordinate with the Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Obtain institutional approval prior to shutting down any existing utility system. Arrange for alternative service (if required) and expeditious re-establishment of the shutdown system.
- (14) With the intent of maintaining security upon the institution's grounds, a background check will be made upon all persons employed by the contractor or who work on the project. **The department, represented by institution's Warden, reserves the right to reject any person whom it determines may be a threat to the security of the institution.**

---

Signature of Employee/Vendor

---

Date

---

Signature of Staff Witness



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5342

County Administrator's Report 12. 1.

BCC Regular Meeting

Discussion

Meeting Date: 12/05/2013

Issue: Selection of Finalists for the County Administrator Position

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the Selection of Finalists for the County Administrator Position - Thomas G. "Tom" Turner, Human Resources Department Director

That the Board extend offers of interviews to the candidates that are short-listed for the position of County Administrator and appropriate funding for travel expenses incurred by the candidates based on the Board's Policy.

[Funding: Fund 001, General Fund, Cost Center 110201, Object Code 54001]

#### **BACKGROUND:**

The Board of County Commissioners has engaged the Waters Consulting Group to conduct a nationwide search for the County Administrator. The lead search consultant, Andrea Sims will present the Board with a list of applicants and seek the Board's approval to invite a selected number for interviews in January. The Board should discuss and provide guidance on matters related to salary, relocation, severance arrangements, contract terms, and other matters as deemed appropriate by the Board.

#### **BUDGETARY IMPACT:**

The funding for the candidates travel will be in compliance with the Board's Travel Policy and paid from Cost Center 110201 Object Code 54001.

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

Upon approval by the Board, Alison Rogers, County Attorney, will negotiate a contract with the selected candidate and bring that contract to the Board for final approval.

#### **PERSONNEL:**

NA

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

This recommendation will be in compliance with the Board's Policy, Section I, Part C.4{A} relating to travel expenses and reimbursement.

**IMPLEMENTATION/COORDINATION:**

Thomas G. Turner, Director, Human Resources, and Angela Crawley, Program Coordinator, County Administrator's Office will coordinator the short-listed candidates schedules and travel arrangements.

---



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5380

County Administrator's Report 12. 2.

BCC Regular Meeting

Discussion

Meeting Date: 12/05/2013

Issue: The 2014 Legislative Wish List

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

---

#### **RECOMMENDATION:**

Discussion Concerning the 2014 Legislative Wish List - George Touart, Interim County Administrator

#### **BACKGROUND:**

N/A

#### **BUDGETARY IMPACT:**

N/A

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

N/A

#### **PERSONNEL:**

N/A

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

N/A

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

N/A

---



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5422

County Administrator's Report 12. 3.

BCC Regular Meeting

Discussion

Meeting Date: 12/05/2013

Issue: Lamar Advertising Billbord Located on County Property

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

---

#### **RECOMMENDATION:**

Discussion Concerning a Lamar Advertising Billboard Located on County Property ("W" Street and Beverly/Brent Lane Corner) - George Touart, Interim County Administrator

#### **BACKGROUND:**

N/A

#### **BUDGETARY IMPACT:**

N/A

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

N/A

#### **PERSONNEL:**

N/A

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

N/A

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

N/A

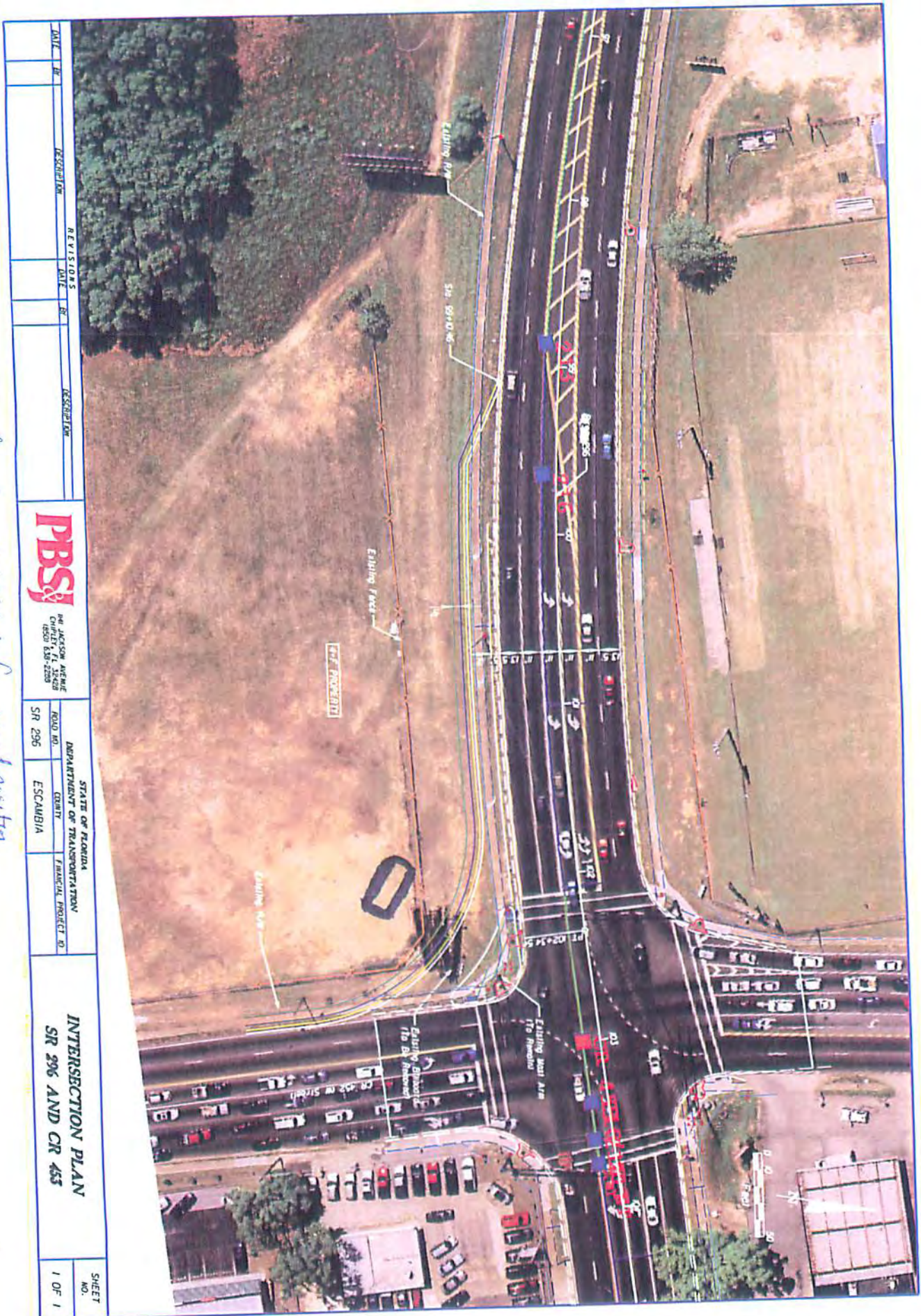
---

#### **Attachments**

Map and Sign Location Lease

---





DATE		REVISIONS		DESCRIPTION	
DATE	BY	DATE	BY	DESCRIPTION	

<b>PBS&amp;J</b>		STATE OF FLORIDA	
404 JACKSON AVE. N.E. COR. 15th & 20th TALLAHASSEE, FL 32309		DEPARTMENT OF TRANSPORTATION	
SR 296	ESCAMBIA	FINANCIAL PROJECT NO.	

<b>INTERSECTION PLAN</b>		SHEET	
SR 296 AND CR 453		NO.	
		1 OF 1	

Move sign 50' back from present position

THE **LAMAR** COMPANIES

This Instrument Prepared by:  
James R. McIlwain  
5551 Corporate Boulevard  
Baton Rouge, Louisiana 70808

New  
X Renewal  
070-5917-4 Lease #

*James R. McIlwain*

James R. McIlwain

**SIGN LOCATION LEASE**

THIS LEASE AGREEMENT, made this 21st day of October, 2005, by and between:

Brent Recreation Association Inc

(hereinafter referred to as "Lessor") and THE LAMAR COMPANIES (hereinafter referred to as "Lessee"), provides  
**WITNESSETH**

"LESSOR hereby leases to LESSEE, its successors or assigns, as much of the hereinafter described lease premises as may be necessary for the construction, repair and relocation of an outdoor advertising structure ("sign"), including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by LESSEE'S employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign, and to modify the sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in LESSEE'S use of the sign. Any discrepancies or errors in the location and orientation of the sign are deemed waived by LESSOR upon LESSOR'S acceptance of the first rental payment due after the construction of the sign.

The premises are a portion of the property located in the County/Parish of Escambia, State of Florida, more particularly described as:

Southwest Corner of W Street and Beverly Pkwy  
46-1S-30-1105-000-000

1. This Lease shall be for a term of twenty (20) years commencing on the first day of the calendar month following the date of completion of construction of the sign, or, if this is a renewal Lease, the term and payments begin January 22, 2006 ("commencement date").

~~LESSEE may renew this Lease, for an additional term, of equal length, on the same terms and conditions. Said renewal term shall automatically go into effect unless LESSEE shall give to LESSOR written notice of non-renewal at least sixty (60) days prior to the expiration of the original term.~~

2. LESSEE shall pay to LESSOR an annual rental of ( \$1,500.00 ) Dollars, payable annually in advance in equal installments of One-thousand five-hundred dollars ( \$1,500.00 ) each, with the first installment due on the first day of the month following commencement. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by LESSOR, whether or not actually received by LESSOR. Should LESSEE fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due, LESSEE will be in default under the lease. In the event of such default, LESSOR must give LESSEE written notice by certified mail and allow LESSEE thirty (30) days thereafter to cure any default.

3. LESSOR agrees not to erect or allow any other off-premise advertising structure(s), other than LESSEE'S, on property owned or controlled by LESSOR within two thousand (2000) feet of LESSEE'S sign. LESSOR further agrees not to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of its sign. LESSEE is hereby authorized to remove any such other advertising structure, obstruction or vegetation at its option.

4. LESSEE may terminate this lease upon giving thirty (30) days written notice in the event that the sign becomes entirely or partially obstructed in any way or in LESSEE'S opinion the location becomes economically or otherwise undesirable. If LESSEE is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, LESSEE may elect to terminate this lease. In the event of termination of this Lease prior to expiration, LESSOR will return to LESSEE any unearned rentals on a pro rata basis.

5. All structures, equipment and materials placed upon the premises by the LESSEE or its predecessor shall remain the property of LESSEE and may be removed by LESSEE at any time prior to or within a reasonable time after expiration of the term hereof or any renewal. At the termination of this lease, LESSEE agrees to restore the surface of the premises to its original condition. The LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of LESSEE'S sign, at the sole discretion of LESSEE. All such permits and any nonconforming rights pertaining to the premises shall be the property of LESSEE.

6. LESSOR represents that he is the owner or lessee under written lease of the premises and has the right to make this agreement and to grant LESSEE free access to the premises to perform all acts necessary to carry on LESSEE'S business activities related to the sign. LESSOR is not aware of any unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign. LESSOR acknowledges that the terms and conditions of this agreement are confidential and proprietary and shall not be disclosed to any third-party without the written consent of LESSEE.



7. In the event of any change of ownership of the property herein leased, LESSOR agrees to notify LESSEE promptly of the name, address, and phone number of the new owner, and LESSOR further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. In the event that LESSEE assigns this lease, assignee will be fully obligated under this Lease and LESSEE will no longer be bound by the lease. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both LESSEE and LESSOR.

8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the LESSOR grants to the LESSEE the right to relocate its sign on LESSOR'S remaining property adjoining the condemned property or the relocated highway. Any condemnation award for LESSEE'S property shall accrue to LESSEE.

9. LESSEE agrees to indemnify LESSOR from all claims of injury and damages to LESSOR or third parties caused by the installation, operation, maintenance, or dismantling of LESSEE'S sign during the term of this lease. LESSEE further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.

10. LESSOR agrees to indemnify LESSEE from any and all damages, liability, costs and expenses, including attorney's fees, resulting from any inaccuracy in or nonfulfillment of any representation, warranty or obligation of LESSOR herein.

11. If LESSOR desires to sell or otherwise transfer any interest in the property upon which the sign is situated, LESSOR grants LESSEE an option to purchase a perpetual easement (servitude) encompassing the sign and the access, utility service and visibility rights set forth herein. LESSEE must elect to exercise this option within thirty (30) days after written notification of LESSOR's desire to sell. LESSEE'S failure to exercise this option within said period shall be a waiver of this option. The price for such easement (servitude) shall be six (6) times the previous Lease year's annual rental paid by LESSEE pursuant to the terms hereof. Closing shall be within thirty (30) days of LESSEE'S exercise of this option.

12. Prior to LESSEE removing its sign, and for five (5) years after such removal, LESSOR grants LESSEE a first right of refusal to match any bona fide agreement of LESSOR with a third party for the purpose of permitting off-premise outdoor advertising on any portion of the leased premises. LESSEE has seven (7) days after LESSOR provides to LESSEE a copy of such agreement executed by such third party to match the terms of such agreement.

13. If required by LESSEE, LESSOR will execute and acknowledge a memorandum of Lease suitable for recordation.

14. This Lease is NOT BINDING UNTIL ACCEPTED by the General Manager of a Lamar Advertising Company.

THE LAMAR COMPANIES, LESSEE:

LESSOR: Brent Recreation Association Inc

BY: *Randy C. Place*  
VICE-PRESIDENT/GENERAL MANAGER

DATE: 5.13.106

BY: *[Signature]* President

BY:

DATE: 5.13.106

850-341-1655  
LESSOR'S TELEPHONE NUMBER

59-0371490  
LESSOR'S SOCIAL SECURITY NUMBER

46-18-30-1105-000-000  
Tax ID Parcel # (for land on which sign is located)

LESSOR'S SOCIAL SECURITY NUMBER

Address of LESSEE:

1401 N Tarragona Street  
Pensacola, FL 32501

Address of LESSOR:

7170 Woodside Road  
Pensacola, FL 32505

Witnesses (LESSEE)

*Alan C. Place*  
Alan C. Place  
*Alan M. D. H.*  
Alan M. D. H.

Witnesses (LESSOR)

*Alan C. Place*  
Alan C. Place  
*Alan M. D. H.*  
Alan M. D. H.

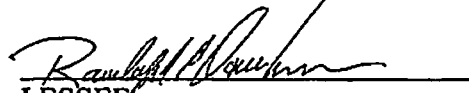


THE **LAMAR** COMPANIES

Rider # 1 to Lease dated the 21<sup>st</sup> day of October, 2005, by and between Brent Recreation Association as Lessor and The Lamar Companies, as Lessee.

In addition to the annual rental payments outlined in Paragraph 2 of this Lease Agreement, Lessee shall make a one-time payment to Lessor in the amount of SIX THOUSAND (\$6,000) DOLLARS, representing a signing/renewal bonus (the "Bonus"). The Bonus shall be earned in equal amounts over the lease term. If, due to breach of the lease by Lessor, this lease should be terminated, Lessor shall immediately upon such happening, refund to the Lessee, pro rata, the unearned portion of the Bonus.

  
LESSOR Deatri A Ikner

  
LESSEE

## LEASE AGREEMENT

By this agreement entered into this 2nd day of August, 1988, Brent Recreation, hereinafter "Lessor" and Outdoor Media, Inc., hereinafter "Lessee", hereby agree to the following:

Lessor hereby leases to Lessee the following described property:

Corner "W" Street & Beverly Parkway (Loc #5)

For a period of 10 years for the purpose of construction, operation and maintenance of an outdoor advertising display. The anniversary of the 3rd year there would be a 5% increase in the yearly rates. The anniversary of the 6th year another 5% increase in the yearly rate. The anniversary of the 9th year there would be a notification sent to Brent Recreation of Lease Renewal.

Lessee is herewith granted the sole and exclusive right to display advertising on the premises. Lessee and its agents, and utility companies are granted the right to ingress and egress over Lessee's property for Lessee's purposes and have the right to cut, trim or remove trees, brush, etc. that may obstruct visibility of Lessee's display. Advertisement on these Billboards would be as under the Church Agreement.

The consideration for this lease is the sum of Three Thousand & no/100 (\$3,000.00) Dollars per year. Each year's rent shall be payable at the beginning of that year. Upon approval of County Permit for the 1st Billboard, all Leases will be paid. Leases in 1988 would be prorated for the remaining months of 1988. We have the option of paying 1989 at this time.

If the Lessee's use of the property shall be prohibited or restrained by lawful authority or, if in Lessee's sole opinion the view of the display becomes obstructed or the display becomes unprofitable, Lessee shall have the right to terminate this lease upon (30) days written notice to Lessor. In such event, Lessor will refund any unearned rent paid in advance.

All materials and displays placed upon the property by Lessee shall remain Lessee's property and Lessee may remove same at any time during the lease or within (30) days after its termination. If a sign is damaged, it shall be repaired in (30) days.

Lessee agrees to promptly pay the rents and Lessor warrants that he is the owner, agent or tenant and has the full right and authority to enter into this agreement.

In the event the leased property shall be subject to condemnation proceedings, Lessee shall be entitled to be compensated from the proceeds for the loss of Lessee's display and loss of income. Lessor shall immediately notify Lessee of the institution of any such proceedings. Lessor shall have no authority to release any claims or otherwise act on Lessee's behalf in such proceedings.

Lessee agrees to hold Lessor harmless against all claims to person or property by reason of accident resulting from the negligence of Lessee's agents or employees in the construction, maintenance, repair or removal of its display.

This lease is assignable and shall be binding upon the heirs, successors and assigns of both Lessor and Lessee and is non-cancellable.

Lessor empowers Lessee with full authority to act as agent for Lessor in all matters necessary to the erection, operation, and maintenance of the sign.

541  
435-8650



BOOK 3016PG 071

**OUTDOOR ADVERTISING, INC.**  
P.O. Box 1209, 102 Admiralty Way, Milledgeville, Georgia 31061  
(912) 453-3421

IN BOOK 3016PG 071  
JUN 10 12 04 PM '91  
FILED AND RECORDED IN  
THE PUBLIC RECORDS OF  
ESCAMBIA CO. FLA. ON

881106

Lease No. 663

## Ground Lease

Zoning  
D.O.T.

Brent Recreation

THIS AGREEMENT made and entered into by and between Brent Recreation hereinafter referred to as "Lessor", and Pabian Outdoor Advertising, Inc., a Georgia corporation, hereinafter referred to as "Lessee",

WITNESSETH THAT Lessor does hereby lease to Lessee for a term of fifteen (15) years beginning January 22, 1991 and expiring January 21, 2001, the premises known and described as follows:

Street, 'W' Street City Pensacola State Florida  
Corner of 'W' Street and Beverly Parkway (location #5) 46-1S-30

The property is leased for the purpose of construction, operation and maintenance of an outdoor advertising display. Lessee is herewith granted the sole and exclusive right to display advertising copy on the premises.

Lessee is granted the right of ingress and egress over said premises for the term hereof for the purpose of constructing, maintaining, operating, removing or replacing said display.

The consideration for the lease contract is the sum of Fifteen Hundred and 00/100----- (\$1500.00) Dollars per year, rental, payable by Lessee in advance, annually said rental being effective upon commencement of construction of the sign. Prior to the commencement of construction of said sign by Lessee the rental shall be Ten (\$10.00) Dollars.

This lease is contingent upon the issuance of all necessary state and local sign permits, and availability and provision of adequate electrical service to the sign site.

In the event Lessee is prevented, by state or local authority or for any reason, from erecting a sign structure with minimum face dimensions of \_\_\_\_\_ then such event shall serve to terminate this Agreement and Lessee shall be entitled to a rebate of all unearned rents paid in advance.

In the event any rental payment hereunder by Lessee is thirty (30) days past due Lessor shall provide to Lessee written notice of same, allowing Lessee fifteen (15) days from receipt of notice to cure any such default.

It is agreed between the parties that Lessee shall remain the owner of all advertising signs, structures and improvements erected or made by Lessee and that, notwithstanding the fact that the same constitute real estate fixtures, the Lessee shall have the right to remove said signs, structures and improvements at any time during the term of this lease, or after the expiration of this Lease. In the event removal of said sign, structures and improvements are required, either by cancellation or termination of this Lease, or otherwise, Lessee in so removing shall be responsible for restoring the area of the sign to the existing surface level of the immediate area, said restoration not to exceed an area consisting of a six (6) foot radius from the pole of the sign structure.

Lessor warrants that he is the owner(s) X tenant(s) \_\_\_\_\_ other(s) \_\_\_\_\_ (describe) \_\_\_\_\_ of the property covered by this Lease and has the authority to execute this Lease. Lessor further covenants that he will not permit any adjoining premises owned or controlled by him, to be used for advertising purposes or permit Lessee's signs to be obscured.

If at any time: (a) Lessee's signs become entirely or partially obscured or destroyed; (b) the premises become unsafe for the maintenance of the Lessee's signs thereon; (c) Lessee is unable to obtain necessary permits for the erection or maintenance of such signs as the Lessee may desire to construct or maintain; or (d) Lessee is prevented by governmental authority from constructing or maintaining such signs as the Lessee may so desire to construct or maintain—then and in such event, at the option of the Lessee, this Lease shall terminate on fifteen (15) days written notice to Lessor, and Lessor agrees thereupon to return to the Lessee any rent paid in advance for the unexpired term; provided however, that if the conditions described in (a), (b), (c) and (d) hereof, or either of them, shall at any time temporarily exist, then Lessee shall at its option, in lieu of such termination of this Lease, be entitled to an abatement of the rent payable hereunder, for and during the period of the existence of such conditions, or any of them, and to the return of any rent paid in advance for the period of such abatement.

Lessee does herewith indemnify and agree to hold Lessor harmless against all claims or damages to person or property by reason of accidents resulting from the negligence or willful acts of Lessee's agents, employees, or workmen in the construction, maintenance, repair or removal of its signs.

Should either Lessor or Lessee desire to terminate this lease at the expiration of the term set forth above, notice of such intention shall be given the other party in writing by certified mail to Pabian Outdoor Advertising, Inc., P.O. Box 1209, Milledgeville, Georgia 31061 at least ninety (90) days prior to such date of expiration. If neither party gives the other such written notice, the lease shall be deemed automatically renewed for a like term as that set forth above upon the same terms and conditions as set forth herein. Should either Lessor or Lessee desire to terminate this lease at the expiration of the renewal term, notice of such intent shall be given the other party in writing at least ninety (90) days prior to such date of expiration. If neither party gives the other such written notice, this lease shall be deemed automatically renewed for a term of one (1) year upon the same terms and conditions as set forth herein and shall be deemed automatically renewed from year to year thereafter unless and until such written notice is given in the manner provided herein.

This lease is assignable by Lessor or Lessee and shall be binding upon the heirs, successors and assigns of both Lessor and Lessee.

**SPECIAL STIPULATIONS: 10% increase 2nd year, another 10% increase 5th year, another 10% increase 9th year.**

This instrument is of no force and effect until approved and executed by a corporate officer of Pabian Outdoor Advertising, Inc.

ACCEPTED: PABIAN OUTDOOR  
ADVERTISING, INC.

By Robert C. Pabian  
(Signature)  
Robert C. Pabian, President  
Phone No. (912) 453-3421  
Date 1-22-91

WITNESS

NOTARY PUBLIC  
My Commission Expires 12-13-1991  
Charles H. Huggins & Associates

Brent Recreation/Don Wingard

By Don Wingard  
Address P.O. Box 6101  
City Pensacola State Florida Zip 32503  
Phone No. 904-432-6670  
Date January 22, 1991


59-03714-90  
Social Security No. / Federal I.D. No.  
Notary Public, State of Florida, at Large  
WITNESS, My Commission Expires 12-13-1991  
Charles H. Huggins & Associates  
NOTARY PUBLIC

# THE **LAMAR** CORPORATION

This Instrument Prepared by:  
Charles W. Lamar III  
5551 Corporate Boulevard  
Baton Rouge, Louisiana 70808

Lease # 05917-04

## RENEWAL LEASE

  
Charles W. Lamar III

THIS LEASE AGREEMENT, made this 27th day of March, 1995,  
by and between:

Brent Recreation

(hereinafter referred to as "Lessor") and THE LAMAR CORPORATION (hereinafter referred to as "Lessee"), provides

### WITNESSETH

"LESSOR hereby leases to LESSEE, its successors or assigns, as much of the hereinafter described premises as may be necessary for the construction, repair and relocation of outdoor advertising structure(s), including necessary structures, advertising devices, power poles, communications devices and connections, with the right of access to and egress from structure(s) by LESSEE'S employees, contractors, agents and vehicles and the right to survey, maintain advertisement, maintain telecommunications devices or other activities necessary or useful in LESSEE'S use of the structure(s) to be situated at the approximate location(s) as shown on the location sketch below."

The leased premises are a portion of the property located in the County/Parish of Escambia, State of Florida, more particularly described as:  
SWC "W" Street and Beverly Parkway

Three (3)  
1. This lease shall be for a term of Ten (10) years from January 22, 1995 and ending on January 21, 1998, unless sooner terminated as hereinafter provided.

Following the original term of the lease, the term hereof shall be extended for an additional term of Five (5) years, upon the same terms and conditions, unless LESSEE shall give to LESSOR written notice of nonrenewal at least Sixty (60) days prior to the end of the original term.

After the original or any renewal term of this lease, it shall continue from year to year unless either party shall give the other party written notice of nonrenewal at least Sixty (60) days prior to the expiration of the then-current term.

2. LESSEE shall pay to LESSOR an annual rental of (\$ 1,500.00 ) Dollars, payable Annually in advance in equal installments of Fifteen Hundred and no/100 (\$ 1,500.00 ) each, with the first installment due on the first day of the month following commencement. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by LESSOR, whether or not actually received by LESSOR. Should LESSEE fail to pay rent or perform any other obligation under this lease within Thirty (30) days after such performance is due, LESSEE will be in default under the lease. In the event of such default, LESSOR must give LESSEE written notice by certified mail and allow LESSEE Thirty (30) days thereafter in which to cure any default.

3. LESSOR agrees not to erect or allow any other off-premises advertising structures on property owned or controlled by LESSOR within One Thousand (1000') feet of LESSEE'S advertising structure(s) or to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of its advertising structure(s). LESSEE is hereby authorized to remove any such other advertising structure, obstruction or vegetation at its option.

4. LESSEE may terminate this lease upon giving Thirty (30) days written notice in the event that the advertising structure becomes entirely or partially obstructed in any way or in LESSEE'S opinion the location becomes economically or otherwise undesirable: provided however that if such conditions shall exist temporarily, then LESSEE may at its option, in lieu of the termination of this lease, reduce the rental herein paid to the sum of Five (\$5.00) dollars per year so long as such condition continues. If LESSEE is prevented from constructing advertising structure(s) at the leased premises by reason of any final governmental law, regulation, order or other action, this lease will terminate immediately. In the event of termination of this lease prior to expiration, LESSOR will return to LESSEE any unearned rentals on a pro rata basis.


5. All structures, equipment and materials placed upon the premises by the LESSEE shall remain the property of LESSEE and may be removed by it at any time prior to or within a reasonable time after the expiration of the term hereof or any extension. At the termination of this lease, LESSEE agrees to restore the surface of the leased premises to its original condition. The LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of LESSEE'S advertising structure(s), at the sole discretion of LESSEE. All such permits shall be the property of LESSEE.

6. LESSOR represents that he is the OWNER X LESSEE UNDER WRITTEN LEASE of the premises described above and has the right to grant LESSEE free access to the premises to perform all acts necessary to carry on LESSEE'S business. In the event

12. This lease is NOT BINDING UNTIL ACCEPTED by the General Manager of a Lamar Advertising Company.

DATE: 3-27-95

  
CHARLES W. LAMAR III

 <p>SHOW POINTS OF COMPASS N S E W.</p>																

THE **LAMAR** CORPORATION

Lease # 05917-04

**MEMORANDUM OF LEASE AGREEMENT**

The undersigned (hereinafter referred to as "Lessor") has executed and delivered to THE LAMAR CORPORATION (hereinafter referred to as "Lessee") a LEASE AGREEMENT dated 1/12, 1995, leasing a portion of the premises more particularly described as follows:

Brent Recreation 46 15 30 1105-000-000

WHEREAS, said LEASE AGREEMENT (hereinafter referred to as "Lease"), provides for a term of three (3) years and provides that the Lease may be continued in force thereafter in accordance with the provision set out as well as other rights and obligations of the parties thereto.

NOW, THEREFORE, for the consideration set out in the Lease, Lessor hereby grants, leases and lets to Lessee all rights as specified therein in and upon the said premises, subject to all of the provisions and conditions set out in the Lease for all purposes and the Lease is made a part hereof to the same extent and with the same force and effect as though the same were fully and completely incorporated herein.

IN WITNESS WHEREOF, this instrument is duly executed this 27th day of March, 1995.

EXECUTED BY LESSOR IN  
THE PRESENCE OF:

Billy H. Grimsley

Don Wingard, Pres  
Lessor's Signature

Brent Recreation / DON WINGARD  
Print Lessor's Name

This instrument prepared by Charles W. Lamar III, 5551 Corporate Blvd., Baton Rouge, Louisiana 70808.

Charles W. Lamar III  
CHARLES W. LAMAR III

**ACKNOWLEDGMENTS**

STATE OF: FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me the 27th day of March, 1995 by Don Wilson, who is personally known to me or who has produced \_\_\_\_\_ as identification.



WITNESS my hand and official seal, this 27th day of March A.D., 1995.

Notary Public, State of Florida  
BILLY H. GRIMSLEY  
My Comm. Exp. May 21, 1997  
Comm. No. CC 276433

Billy H. Grimsley  
Notary Public  
State of FLORIDA



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5361

County Administrator's Report 12. 4.

BCC Regular Meeting

Discussion

Meeting Date: 12/05/2013

Issue: Recommendation Concerning the Agreement To Provide Paratransit Transportation Services

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

---

#### **RECOMMENDATION:**

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

That the Board take the following action concerning the Agreement to Provide Paratransit Transportation Services:

A. Approve an extension to the Agreement to Provide Paratransit Transportation Services with Pensacola Bay Transportation Company, LLC, from January 1, 2014, through June 30, 2014;

B. Approve the Second Amendment to the Agreement to Provide Paratransit Transportation Services with Pensacola Bay Transportation Company, LLC; and

C. Authorize the Chairman to sign the Amendment;

**OR**

D. Allow the Agreement to Provide Paratransit Transportation Services with Pensacola Bay Transportation Company, LLC, to expire on December 31, 2013.

Pensacola Bay Transportation Company, LLC, provides transportation for disadvantaged clients under two types of agreements/programs.

One is the Paratransit Agreement, by which they provide ADA (Americans with Disabilities Act of 1990) complimentary paratransit service to individuals with disabilities, as required by the Americans with Disabilities Act and State Service Plans. The routes used under this Agreement run parallel with present Escambia County Area Transit (ECAT) fixed routes, which cease operations at 7:35 p.m. daily. If there is no fixed route already assigned by ECAT, then the ADA service is not provided (Century, Cantonment and Perdido, for example).

The other type of transportation provided by Pensacola Bay Transportation, LLC, serves Medicaid and Non-Sponsored clients. This transportation falls under the Community Transportation Coordinator (CTC) Agreement.

**BACKGROUND:**

Pensacola Bay Transportation, LLC, provides transportation for disadvantaged clients under two types of agreements/programs.

One is the Paratransit Agreement, by which they provide ADA (Americans with Disabilities Act of 1990) complimentary paratransit service to individuals with disabilities, as required by the Americans with Disabilities Act and State Service Plans. The routes used under this Agreement run parallel with present Escambia County Area Transit (ECAT) fixed routes, which cease operations at 7:35 p.m. daily. If there is no fixed route already assigned by ECAT, then the ADA service is not provided (Century, Cantonment and Perdido, for example).

The other type of transportation provided by Pensacola Bay Transportation, LLC, serves Medicaid and Non-Sponsored clients. This transportation falls under the Community Transportation Coordinator (CTC) Agreement, a State of Florida contract.

Meeting in regular session on September 16, 2013, the Board of County Commissioners approved an extension of the Agreement to Provide Paratransit Transportation Services between Escambia County and Pensacola Bay Transportation, LLC, effective October 1, 2013, through December 31, 2013, to provide ADA (Americans with Disabilities Act of 1990) complimentary paratransit service to individuals with disabilities, as required by the Americans with Disabilities Act.

At the meeting, Commissioners requested that Staff bring to the December 5, 2013, BCC meeting a plan of action to explore the options the BOCC must consider when deciding whether to either amend and extend the Agreement through June 30, 2014, or to allow the Commissioners to terminate this Agreement in favor of Escambia County becoming the ADA Provider immediately.

Should the Commissioners allow the present contract to expire on December 31, 2013, start-up costs will be approximately \$59,000.00, including operations costs, vehicles, trip scheduling software and a phone system, not including a cost of \$700,000.00 to purchase the necessary vehicles to properly provide ADA complimentary paratransit services to Escambia County citizens with disabilities.

One complication of the County taking over the ADA portion of the services provided to transportation disadvantaged clients is trying to separate the trips taken under the ADA contract and the trips taken under the Medicaid and Non-Sponsored contract. Unintended consequences must be considered, as in the case of a client whose trips fall under both categories and may take transportation to a medical or other facility under one contract, but may return home under the other contract, for example. This causes stress for the clients who are accustomed to having arrangements with only one service provider, and who will now have to contact another service provider in order to be transported home, especially if it is after 6:00 p.m. Staff understands that assuming only one of these contracts at this time could inconvenience clients, rather than serve them, and would most certainly increase the number of complaints in the months immediately after such a take-over.

The general consensus is that for the County to allow the present Agreement to end on December 31, 2013, would frustrate clients, as it would take the County at least 60 days (March 1, 2014), to be in a position to begin service, since the County neither owns nor leases vehicles at this time, and has no employees ready to begin driving these routes.



**BUDGETARY IMPACT:**

If the BOCC votes to amend and extend this Agreement, there will be no budgetary impact at this time.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, reviewed this Amendment as to form and legal sufficiency, and signed it on November 19, 2013.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

If the BOCC votes to amend and extend the Agreement, Traffic and Transportation Operations staff will be in contact with Pensacola Bay Transportation, LLC, to discuss oversight of the terms of the Agreement.

If the BOCC votes to allow the Agreement with Pensacola Bay Transportation, LLC, to end, Traffic and Transportation Operations staff will work with Budget to issue an RFP (Request For Proposals).

---

**Attachments**

Extension Request from PBT  
Amendment  
PO Over 50K Ordinance

---



3100 McCormick Street • Pensacola, FL • 850 476-8130

August 26, 2013

Larry Newsom  
Assistant County Administrator  
221 Palafox Place, Suite 420  
Pensacola, FL 32502

Dear Mr. Newsom:

As you know, Pensacola Bay Transportation provides ADA complementary paratransit services for Escambia County and has been its Community Transportation Coordinator (CTC) since 2004 (from December 1, 2003 through June 30, 2004 on an emergency basis).

Pensacola Bay Transportation would be pleased to continue as the ADA complementary paratransit service provider for Escambia County and respectfully request your consideration in renewing our agreement to provide paratransit transportation services with an extension from October 1, 2013 to December 31, 2013 and once the agreement has been reviewed/updated renew the agreement from January 1, 2014 to June 30, 2014.

We thank you for your consideration in this matter. If you have any questions or need any additional information, please feel free to contact me at 850-476-8130 x216 or at [jgrigsby@pensacolabaytransportation.com](mailto:jgrigsby@pensacolabaytransportation.com)

Sincerely,

A handwritten signature in cursive script that reads "Janice Grigsby".

Janice Grigsby  
General Manager

## **SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE PARATRANSIT TRANSPORTATION SERVICES**

This Amendment to the Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Pensacola Bay Transportation Company, LLC, a for-profit limited liability company, authorized to do business in the State of Florida (hereinafter referred to as "Coordinator"), whose federal identification number is 59-3743711, and whose principal address is 3100 McCormick Street, Pensacola, Florida 32514.

### **WITNESSETH:**

**WHEREAS**, on or about October 20, 2011, the County entered into an agreement with Coordinator for paratransit transportation services; and

**WHEREAS**, the parties have agreed to amend the agreement; and

**WHEREAS**, as a result of said revisions, the Board of County Commissioners finds it is in the best interest of the health, safety and welfare of the citizens of Escambia County that the agreement should be amended as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Coordinator agree to amend the agreement entered into on October 20, 2011, as follows:

1. That the foregoing recitals are declared to be true and correct and are incorporated herein by reference.
2. That the following provisions of the agreement are amended as provided herein.

A. Section 1.1 of the agreement is amended as follows:

1.1 Initial contract managers, responsible for coordination and administration of this Agreement, ~~attending regular meetings with the Coordinator, TDCB and ECAT,~~ are hereby designated as follows:

County:	General Manager Escambia County Area Transit 1515 West Fairfield Drive Pensacola, Florida 32501 (850) 595-3228, Ext. 214
TDCB:	Chairman Escambia County Transportation Disadvantaged Coordinating Board

c/o West Florida Regional Planning Council  
P.O. Box 11399  
Pensacola, Florida 32524-1399  
(850) 332-7976

Paratransit Service Provider: Ms. Margie Wilcox  
Pensacola Bay Transportation, LLC  
3100 McCormick Street  
Pensacola, Florida 32514  
(850) 476-8130

**B. Section 2.5 of the agreement is amended as follows:**

2.5 In addition to quarterly monthly reports required under Article IV below, the Coordinator is responsible for preparation of "National Transit Database" (NTD) Reports" required in connection with services provided under this Agreement in the form described under the Federal Transit Administration Act of 1964, as amended (the "FTA Act").

**C. Article 4 of the Agreement is amended as follows:**

4. The Coordinator shall assemble and provide copies of a Quarterly Monthly Report to the County (ECAT), including a listing of trip information, current Rider list, a narrative summary of progress and a statement of quarterly monthly cost totals.

4.1 Coordinator shall comply with the following reporting requirements and certify compliance with the following performance measures:

1. Compilation of monthly Employee/Customer Complaints
2. Compilation of monthly Route Ridership Reports
3. Compilation of Daily DOT Inspection Reports – reported monthly
4. On a monthly basis, Management Company shall certify 'on time' percentage of at least 90%
5. Compilation of a monthly Employee Satisfaction Survey
6. Compilation of a monthly Ridership Survey
7. Compilation of Incident Reports - reported monthly
8. Compilation of Preventive Maintenance Records – reported monthly
9. Compilation of Maintenance Records – submitted monthly
10. Details of each 'no-show', as per the "Client No-Shows Policy" of Pensacola Bay Transportation, LLC, effective 09/01/2013, including solution of each incidence – submitted monthly
11. Details of any suspensions – submitted upon occurrence
12. Phone statistics showing hold time, wait time – optimally 90% of calls are under 2 minutes – submitted monthly

4.2 All incidents, including but not limited to bus fires, bus crashes, altercations between Riders, altercations between Riders and Staff, incidents requiring discipline of any Staff, etc., shall be reported to the Escambia County Liaison no later than 2 hours after the incident.

4.4 ~~4.3~~ The Coordinator shall use a form of ~~Quarterly~~ Monthly Report which is approved by the contract managers.

~~4.2~~ ~~4.4~~ The ~~Quarterly~~ Monthly Report shall be due ~~quarterly~~ monthly before each ~~quarterly~~ monthly meeting, based on the date of commencement of this Agreement (~~November 28, 2011, February 27, 2012, May 27, 2012, and August 28, 2012~~), and this obligation shall survive termination of this Agreement and continue until all information concerning the project has been received by the contract managers.

~~4.3~~ ~~4.5~~ This ~~Quarterly~~ Monthly Report is due on the 4<sup>th</sup> ~~15<sup>th</sup>~~ day of each subsequent ~~quarter~~ month, unless the ~~quarterly~~ monthly meeting is held thereafter, in which case the report shall be due seven days in advance of said meeting date, or if an alternative schedule is agreed upon by the parties. The ~~Quarterly~~ Monthly Report shall include all ADA/TDC/5311 Program activities undertaken during the previous ~~quarter~~ month.

~~4.4~~ ~~4.6~~ The Coordinator shall provide the County with additional information as may be required by state or federal agencies to substantiate ADA/TDC/5311 Program activities, client or rider eligibility, trip information or Program expenditures.

~~4.5~~ ~~4.7~~ The Coordinator is also responsible to submit National Transit Database (NTD) reports required by the federal government as described in paragraph 2.5 above. These reports, for the fiscal year ending September 30, will be submitted to ECAT prior to November 30. ~~Any additional reports or verifications requested by ECAT from the Coordinator will constitute an additional expense based upon preparation and personnel time.~~

4.8 At least annually, the Coordinator, through the drivers, will present each rider with a handbook/list of "Rights and Responsibilities" in which the Coordinator clearly defines all policies, including 'no-show' policies, approved by the TDC per Florida Administrative Code 41-2.006, 4.0, for both the company and the riders. Each rider will sign for his/her copy of this handbook/list of "Rights and Responsibilities", and the Coordinator will submit a copy of the list of signatures to the County on an annual basis.

D. Section 6.3 of the agreement is amended as follows:

6.3 The Coordinator shall be subject to a performance review by the Escambia County Transportation Disadvantaged Coordinating Board (TDCB), or a subcommittee thereof, and ECAT at three (3), six (6) and nine (9) month intervals based upon the effective date of this Agreement. Prior to each review the Coordinator shall submit its Quarterly Monthly Report described under Article IV hereof.

E. Article 13 is amended to include the following:

13.9 At the County's sole discretion, an audit may be performed at any time.

13.10 County, through its authorized agents, employees, representatives and contractors shall have the right, at all reasonable times, to enter Coordinator's facilities for the purpose of inspecting and observing the administration of the services pursuant to this Agreement.

13.11 Upon expiration or termination of this Agreement, ownership of the rider contact information database shall remain with County.

3. That the parties hereby agree that all other provisions of the Agreement not in conflict with the provisions of this Amendment shall remain in full force and effect.
4. That the effective date of this Amendment shall be on the last date executed by the Parties hereto.
5. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state and federal court action or other proceeding relating to any matter, which is the subject of this Agreement, shall be in Escambia County, Florida.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Amendment to the Agreement, on the respective dates under each signature: Escambia County, Florida acting through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and Pensacola Bay Transportation Company, LLC, signing by and through its duly authorized manager.

Approved as to form and legal  
sufficiency

By/Title: \_\_\_\_\_

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

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

ATTEST:

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

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

By: \_\_\_\_\_  
Lumon J. May, Chairman

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

BCC Approved: \_\_\_\_\_

**COORDINATOR:**  
**PENSACOLA BAY TRANSPORTATION**  
**COMPANY, LLC**

By: \_\_\_\_\_  
J. M. Wilcox



**Sec. 46-81. Source selection.**

- (a) The procurement of all goods, material, equipment, services and combinations of goods an/or services by or on behalf of the board of county commissioners, including those transactions through which the board of county commissioners shall receive revenue, in an amount equal to or in excess of the mandatory bid amount of \$50,000.00 shall be awarded by a competitive bid or proposal process or as specifically provided in sections 46-91 and 46-100, unless otherwise provided by state or federal law.
- (b) Purchase orders or contracts arising from procurements prescribed in subsection (a) shall require a one time formal approval by the board of county commissioners. Such awards or any other procurement formally awarded by the board of county commissioners shall be for the duration of the original award until final payment and shall not be restricted to the fiscal year of the board action to award, and all payments shall be subject to availability of the current budget.
- (c) Nothing in subsection (a) or (b) of this section shall prohibit the board of county commissioners from renewing purchase orders or contracts with vendors/contractors originally selected through a competitive selection process or from purchasing goods, material or equipment furnished by the county for inclusion in a capital improvement construction project whose cost has been incorporated as part of a bid selected in a competitive bidding process provided for in this division. Any such construction goods, materials, or equipment so purchased shall be exempt from the competitive bid process of this article.

(Code 1985, § 1-14-21; Ord. No. 98-47, 10-27-1998; Ord. No. 2009-18, § 2, 7-9-2009)



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-5374**

**County Attorney's Report 12. 1.**

**BCC Regular Meeting**

**Action**

**Meeting Date:** 12/05/2013

**Issue:** Florida Institute for Human and Machine Cognition (IHMC)

**From:** Alison Rogers, County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

---

#### **RECOMMENDATION:**

##### **Recommendation Concerning the Florida Institute for Human and Machine Cognition (IHMC)**

That the Board take the following action concerning the Florida Institute for Human and Machine Cognition (IHMC):

- A. Ratify the Construction Loan Agreement executed by Commissioner Gene M. Valentino; and
- B. Amend the Board's action of November 7, 2013, to eliminate the need for (1) The Memorandum of Agreement, (2) The Ground Lease, (3) The Special Warranty Deed, and (4) The Closing Statement; and
- C. Accept the attached documents:
  - 1. Closing Statement
  - 2. Promissory Note
  - 3. Mortgage
  - 4. Assignment of Rents
  - 5. Security Agreement

#### **BACKGROUND:**

On November 7, 2013, the Board approved and authorized the Chairman to execute certain documents to conclude the transaction with IHMC. On October 3, 2013 at 5:32 p.m., the Board of County Commissioners held a TEFRA hearing relative to a \$12 million loan. The County intends to insure that IHMC is able to proceed with a consolidation of its campus and the other construction projects.

#### **BUDGETARY IMPACT:**

IHMC will be responsible for the debt service.

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

The County Attorney will sign-off on any documents in order to conclude the transaction with the IHMC.



**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

Resume - November 11, 2013

Construction Loan Agreement

Closing Statement

Promissory Note

Mortgage

Assignment of Rents

Security Agreement

---

**RESUME OF THE REGULAR BCC MEETING – Continued**

**COUNTY ATTORNEY'S REPORT – Continued**

**I. FOR ACTION – Continued**

3. **Recommendation:** That the Board take the following action concerning the Florida Institute for Human and Machine Cognition (IHMC):
  - A. Accept and acknowledge, for the Board's records, the following documents, in substantially the attached form (*provided in the backup*), but subject to minor amendments and Legal sign-off:
    - (1) The Memorandum of Agreement
    - (2) The Ground Lease
    - (3) The Special Warranty Deed
    - (4) The Closing Statement
    - (5) The Owner's Affidavit, Non-Foreign Affidavit and Request for Taxpayer Identification Number
    - (6) The Environmental Indemnity Agreement
    - (7) The Title Commitment (*from First American Title Insurance Company*)
    - (8) The letter from the Appraiser (the full appraisal is available in the County Attorney's Office upon request)
    - (9) The Checklist for Acquisition of Real Property
  - B. Authorize the Chairman to execute the above-referenced documents, where necessary, in order to conclude the transaction with the IHMC; and
  - C. Authorize the County Attorney to process, and the Chairman to execute, where necessary, any other documents necessary to conclude the transaction with IHMC.

**Approved 5-0, as amended to clarify that the Ground Lease in Item A(2) will be replaced with a Mortgage, and other documents related to the Mortgage, which will be brought back to the Board for ratification at a later date**

## **CONSTRUCTION LOAN AGREEMENT**

**THIS CONSTRUCTION LOAN AGREEMENT** (this "Agreement"), is made and entered into as of the this 14 day of November, 2013 by FLORIDA INSTITUTE FOR HUMAN AND MACHINE COGNITION, INC., a Florida not for profit corporation ("Borrower"), in favor of ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida ("Lender").

### **WITNESSETH:**

**WHEREAS**, pursuant to §1004.447 and Chapter 617, Florida Statutes, Borrower was created as a not-for-profit corporation affiliated with the Florida University System and established at the University of West Florida; and

**WHEREAS**, Borrower serves as a premier research institute providing pioneer technologies aimed at leveraging and extending human capabilities; and

**WHEREAS**, Borrower conducts business in Escambia County at that certain property acquired from the University of West Florida Foundation, Inc., by deed dated June 29, 2005, and recorded at Official Records Book 5683, at Page 1000 of the public records of Escambia County, Florida, and further described in the attached Exhibit "A" (the "Property"); and

**WHEREAS**, to further its mission, Borrower desires to expand its current facilities on the Property and in Escambia County; and

**WHEREAS**, Lender desires to maintain a stable economy, promote economic development, and enhance the standard of living for the citizens of Escambia County by retaining and promoting the expansion of such businesses; and

**WHEREAS**, Lender has determined it is in the best interest of the citizens of Escambia County to make a loan to Borrower to facilitate the expansion of Borrower's facilities in Escambia County; and

**WHEREAS**, as the result of the Lender's loan, Borrower is justly indebted to Lender in the original principal sum of Twelve Million and No/100 Dollars (\$12,000,000.00) with interest thereon, which indebtedness is evidenced by that certain Promissory Note of even date herewith in such amount made by Borrower in favor of Lender (together with all amendments thereto and all other notes given in substitution, modification, increase, renewal or extension thereof, in whole or in part, hereinafter referred to as the "Note"); and

**WHEREAS**, Lender, as a condition precedent to the extension of credit and the making of the loan evidenced by the Note (the "Loan"), has required that Borrower provide Lender with security for the repayment of the indebtedness evidenced by the Note, as well as for the performance, observance and discharge by Borrower of the covenants, conditions and agreements made by Borrower to, with, in favor of and for the benefit of Lender with respect to said indebtedness and such security. The Note shall be secured by, among other things, a Mortgage and Security Agreement (the "Mortgage") constituting a first mortgage lien on certain

real property located in Escambia County, Florida and more particularly described in Exhibit "A" attached hereto (the "Land"), together with the improvements situated thereon (the "Improvements") (the Land and the Improvements may sometimes be identified collectively as the "Property"); and

**WHEREAS**, a portion of the indebtedness will be used for the construction of the improvements on the Property.

NOW, THEREFORE, in consideration of the premises and of the undertakings and agreements of the parties undersigned as hereinafter set forth, and of the valuable considerations, the undersigned Borrower and Lender hereby mutually stipulate and agree as follows:

1. Adoption of Recitals. The foregoing recitations are true and correct and are hereby incorporated herein by reference. All Exhibits annexed to this Agreement are hereby incorporated herein and by reference made a part hereof.

2. Amount of Loan. Borrower agrees to take and the Lender agrees to make, subject to the terms and conditions hereof, a loan in the principal sum of Twelve Million and No/100 Dollars (\$12,000,000.00).

3. Execution and Delivery of Documents to Lender. Borrower agrees to execute and deliver to the Lender a promissory note, first priority Mortgage and Security Agreement on the Property and other documents required by Lender at closing (collectively, the "Loan Documents"). Lender shall have the right to record or file said Mortgage in the appropriate public records to create a valid lien on the Property, subject only to current year's taxes and to such restrictions and easements shown of record as shall not be objectionable to the Lender.

4. Payment of Principal and Interest. Borrower shall pay the principal of the indebtedness evidenced by the Note, together with all interest thereon, in accordance with the terms of the Note, promptly at the times, at the place and in the manner that said principal and interest shall become due, and to promptly and punctually pay all other sums required to be paid and to do all things required by Borrower pursuant to the terms of the Note and the other Loan Documents.

5. Construction of Project. Borrower agrees to proceed forthwith with diligence and dispatch to construct on the Land the buildings and other improvements called for by the plans and specifications, a copy of which will be delivered to the Lender (the "Plans"), and further agrees that said construction work, herein sometimes called the Project (the "Project"), shall be done in accordance with said Plans and specifications and with compliance of all regulations and ordinances of any regulatory authorities having jurisdiction over the Project. Borrower agrees to complete its construction of the Project so as to comply with and not violate any zoning, building and use restrictions on, against or applicable to the Land and Improvements to be placed thereon.

6. Advancement of Proceeds. Except as otherwise provided in the Loan Documents, Borrower agrees to use the proceeds of said Loan designation for construction only for the purpose of construction of the Improvements in accordance with the Plans, and agrees

that said proceeds may be advanced by the Lender in installments as the work on the Project progresses. The balance to be advanced by Lender shall be that amount reflected on the settlement statement. Any advance made under the Loan shall be made by Lender not more than once per month as construction of the Project progresses, provided, however that; (i) Borrower shall submit an advance request to the Lender at least fifteen (15) days prior to the proposed funding date specifying the total amount of the proposed advance and the proposed date on which such advance is to be made; (ii) each advance request shall be substantially in the form prescribed by the Lender; and (iii) each advance shall be funded in strict accordance with the applicable budget for the Project. The following shall be conditions to Lender's advancement of the proceeds of the Loan:

(a) Borrower shall be in compliance with all of the terms and provisions set forth herein in the Note, the Mortgage, and the Loan Documents and no event of default of this Agreement, the Note, the Mortgage and the Loan Documents, nor any event or condition which upon notice or lapse of time, or both, would constitute such an event of default, shall have occurred and be continuing;

(b) Borrower shall have delivered to Lender the documents pursuant to Section 7, below;

(c) A copy of the Plans shall have been furnished to Lender;

(d) Lender shall have received satisfactory evidence that a proper building permit and all licenses and approvals have been obtained;

(e) Lender shall have received and approved evidence satisfactory to Lender that Borrower has obtained builders all-risk/extended multi-peril hazard, worker's compensation and commercial general liability insurance on and with respect to the Project, all with companies approved by Lender and in amounts, form and substance and containing such coverage as shall be required by Lender;

(f) Lender shall have received and approved copies of the duly executed construction contract covering all Improvements and costs to be incurred in the Project, a contractor's lien subordination and an assignment to Lender of the construction contract for the completion of the Project Improvements (the "Improvements"), together with the general contractor's consent to such assignments;

(g) Lender shall have received payment and performance bonds with dual obligee provisions, in a form and content acceptable to Lender, by and among the surety, the contractor (as principal), Borrower (as owner obligee) and Lender (as lender obligee) in the sum of not less than the guaranteed maximum amount of the Construction Contract, as amended from time to time, together with any and all renewals and modifications thereof, approved by Lender, in its sole discretion, any and all payments and/or performance bonds in substitution therefore, provided that the surety issuing said substitute bonds and the amount, form and content thereof are acceptable to Lender, in its sole discretion; and

(h) Lender has received a current survey satisfactory to Lender, showing all boundaries of the Property with courses and distances indicated, the dimensions and locations of the foundations of all existing improvements, easements, roads, encroachments and utility lines, and the distances to and the names of the nearest intersecting streets. Said survey shall be certified to Lender and its title insurance company, by a surveyor registered as such in the state in which the Property is located, and there shall be attached a surveyor's certificate satisfactory to Lender and indicating whether any of the Property is located in a flood hazard area.

7. Payment Requests Documentation. Any payment request shall be accompanied by the following:

(a) A statement by Borrower and Borrower's architect that all labor and materials for which funds were requested by previous payment requests have gone into the Project and the remaining non-disbursed portion of the Loan is adequate to complete the construction of the Improvements;

(b) A statement that all outstanding claims for labor, materials and fixtures covered by any prior advance have been paid, and a statement that there are no liens outstanding against the Property except for Lender's Mortgage and security interests, together with appropriate lien waivers under Chapter 713, Florida Statutes, from the contractor and all subcontractors, materialmen and others who have provided a Notice to Owner and/or have filed a Claim of Lien in regards to the Project and the Property in the public records of Escambia County, Florida; provided, however, that in the event Borrower has a good faith dispute with respect to any claim, that Borrower will be in compliance with this provision of Section 16, below;

(c) A statement that Borrower has complied with all of Borrower's obligations under this Agreement, all of the Loan Documents and the loan commitment;

(d) A statement by Borrower's architect that all construction prior to the date of the draw request has been done in accordance with the Plans and the Construction Contract;

(e) A title update from date of closing or date of last update reflecting no adverse title matters; and

(f) Application and Certificate for Payment (AIA Document G-702 and G-703) or other similar document acceptable to Lender, in its sole discretion, signed by the contractor and properly notarized and signed by the architect.

Lender shall have received such further documents and opinions as Lender reasonably may request.

8. Disbursement of Final Funds. Upon completion of all development and construction of the Project, and prior to disbursement of final funds, Lender may require that Lender be provided with the following additional items:

(a) Certification from the Borrower, Borrower's architect, and Borrower's contractor that construction has been fully and satisfactorily completed, including all punch list items, in accordance with the plans and Construction Contract;

(b) Contractor's Final Affidavit in compliance with Section 713.06(3)(d) Florida Statutes, and satisfactory to Lender's counsel;

(c) Final Lien Waivers from the contractor and all subcontractors and materialmen and others who have provided a Notice to Owner, have filed a Claim of Lien in regards to the Project in the public records of Escambia County, Florida, or who are listed in the contractor's Final Affidavit specified (b), above, all in a form and content satisfactory to Lender's counsel;

(d) Inspection and approval by Lender's inspector;

(e) A final survey, certified to Lender, reflecting all Improvements and otherwise meeting Lender's survey and survey certification requirements;

(f) Copy of the Certificate of Occupancy; and

(g) Written consent from the surety on the payment and performance bond to the final payment.

9. Liability and Obligations of Lender. All conditions of the obligations of the Lender to make advances hereunder are imposed solely and exclusively for the benefit of the Lender and its assigns, and no other person, with the exception of Borrower, shall have standing to require satisfaction of such conditions in accordance with their terms or be entitled to assume that the Lender will refuse to make advances in the absence of compliance with any or all thereof and no other person shall, under any circumstances, be deemed to be a beneficiary of such conditions any or all of which may be freely waived in whole or in part by the Lender at any time if, in its sole discretion, it deems it advisable to do so. This Agreement shall not be construed to make the Lender liable to materialmen, contractors, craftsmen, laborers, or others for goods or services delivered by them in or upon the Property, or for any debts or claims occurring to any such parties against the Borrower. It is expressly agreed that all inspection and other services rendered by the Lender's officers, contractors, or agents shall be rendered solely for the protection and benefit of the Lender. Lender shall not be liable to the Borrower for the failure of any dealer, contractor, craftsmen, or laborer to deliver the goods or perform the services to be delivered or performed by them.

10. Inspection of Project. Lender and its agents shall, at any and all reasonable times during construction of the Project, have the rights of entry and of free access to the Project and the right to inspect all work done, labor performed and materials furnished in, on or connected with the Project and to inspect all books, contracts and records of the Borrower related to the Project, and the right to demand and receive from the Borrower, its contractors, agents, and employees, such information regarding said work and the finances connected therewith as the Lender may desire and request. Borrower shall immediately reimburse Lender for any of

Lender's inspection fees.

11. Contractor Agreement. Borrower's contract with any contractor shall specifically direct attention to this Agreement, and shall require full compliance herewith insofar as any such contractor or subcontractor has to do with the provisions hereof, or the work to be done or materials to be furnished hereunder.

12. Payment of Contractors. Borrower agrees to pay as the work progresses, all bills for labor and materials going into the construction of the Project, and agrees to submit to the Lender all such receipts, affidavits, canceled checks or other evidences of payment as may be required from time to time, and when and if requested by the Lender at any time, to furnish adequate proof of payment of all indebtedness of every kind and character incurred in the development of the Project.

13. Property Free and Clear. At the time of the closing of the Loan, there shall be no construction on the Property and no materials shall have been placed thereon to be used in the Project, and, at or prior to the first advance, Borrower shall have: (i) granted Lender a first priority Mortgage on the Property; (ii) delivered the Note of even date; and (iii) executed and delivered to Lender all of the other Loan Documents.

14. Preservation and Maintenance of Property; Accessibility; Hazardous Waste. Borrower shall keep all improvements now existing or hereafter erected on the Property in good condition and repair and not to do or permit waste, impairment or deterioration thereof or thereon, nor to alter, remove or demolish any of such improvements without the prior written consent of Lender, nor to initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Property or any part thereof, nor to grant or release any easements, licenses or rights-of-way with respect to the Property, nor to do or permit any other act whereby the Property shall become less valuable, be used for purposes contrary to applicable law or used in any manner which will increase the premium for or result in a termination or cancellation of the insurance policies hereinafter required to be kept and maintained on the Property. In furtherance of, and not by way of limitation upon, the foregoing covenants, Borrower shall effect such repairs as Lender may reasonably require, and from time to time make all needful and proper replacements so that such improvements, any fixtures and personal property will, at all times, be in good condition, fit and proper for the respective purposes for which they were originally erected or installed.

At Closing, the parties will enter into an Environmental Indemnity Agreement in the form attached hereto as Exhibit "B" (the EIA"). The EIA contains representations, warranties, consents, and indemnities of Borrower regarding environmental issues as more fully set forth therein.

The provisions of this Section and similar provisions in this Agreement and the other Loan Documents concerning Hazardous Materials shall survive repayment of the Note and satisfaction of this Agreement or Lender's acquisition of title to the Property by foreclosure of this Agreement or acceptance of a deed in lieu thereof.



15. Payment of Taxes, Assessments and Other Charges. Borrower shall pay all and singular such taxes, assessments and other charges as are levied or assessed or that may be hereafter levied or assessed upon or against the Property, when the same shall become due and payable according to law, before the same become delinquent, and before any interest or penalty shall attach thereto, and to deliver official receipts evidencing the payment of the same to Lender not later than thirty (30) days prior to the delinquency. Borrower shall have the right to contest, in good faith, and in accordance with applicable laws and procedures, the proposed assessment of ad valorem taxes or special assessments by governmental authorities having jurisdiction over the Property; provided, however, Borrower shall give written notice thereof to Lender and Lender may, in its sole discretion, require Borrower to post a bond or other collateral satisfactory to Lender in connection with any such action by Borrower.

16. Payment of Liens, Charges and Encumbrances. Borrower shall immediately pay and discharge from time to time when the same shall become due, all lawful claims and demands of contractors, mechanics, materialmen, laborers and others which, if unpaid, might result in, or permit the creation of, a lien, charge or encumbrance upon the Property or any part thereof, or on the rents, issues, income, revenues, profits and proceeds arising therefrom and, in general, to do or cause to be done everything necessary so that the lien of this Agreement shall be fully preserved at the cost of Borrower, without expense to Lender. Borrower shall have the right to contest, in good faith, and in accordance with applicable laws and procedures, construction liens filed against the Property; provided however, that Borrower shall give written notice thereof to Lender, and Lender may, in its sole discretion, require Borrower to post a bond or other collateral satisfactory to Lender in connection with any such action by Borrower.

17. Payment of Encumbrances. Borrower shall permit no default or delinquency under any other lien, imposition, charge or encumbrance against the Property, even though junior and inferior to the lien of the Mortgage and the Loan Documents; provided, however, the foregoing shall not be construed to permit any other lien or encumbrance against the Property.

18. Payment of Mortgage Taxes. Borrower shall pay any and all taxes which may be levied or assessed directly or indirectly upon the Note and/or the Mortgage (except for income taxes payable by Lender) or the debt secured hereby (including, without limitation, documentary stamp and intangible taxes), without regard to any law which may be hereafter enacted imposing payment of the whole or any part thereof upon Lender, its successors or assigns. Upon violation of this Agreement to pay such taxes levied or assessed upon the Note and/or the Mortgage, or upon the rendering by any court of competent jurisdiction of a decision that such an agreement by Borrower is legally inoperative, or if any court of competent jurisdiction shall render a decision that the rate of said tax when added to the rate of interest provided for in the Note exceeds the then maximum rate of interest allowed by law, then, and in any such event, the debt hereby secured shall, at the option of Lender, its successors or assigns, become immediately due and payable, anything contained herein, in the Note, the Mortgage or the other Loan Documents notwithstanding.

19. Insurance. Borrower, at its sole cost and expense, shall obtain and maintain during the entire term of this Loan, or cause to be maintained, insurance policies for Borrower and the Property providing at least the following coverages:

(a) property insurance against loss or damage by fire, lightning, riot and civil commotion, vandalism, malicious mischief, burglary and theft, terrorism and such other perils as are normally included in a "special form" policy (formerly known as an "all-risk" policy), (A) in an amount equal to no less than eighty percent (80%) of the "Full Replacement Cost" of the Property, which for purposes of this Mortgage shall mean actual replacement value (exclusive of costs of excavations, foundations, underground utilities and footings) with a waiver of depreciation and a deductible in an amount acceptable to Lender; (B) containing an agreed amount endorsement with respect to the Improvements and personal property at the Property waiving all co-insurance provisions; and (C) containing an "Ordinance or Law Coverage" or "Enforcement" endorsement if any of the Improvements or the use of the Property shall at any time constitute legal non-conforming structures or uses, and compensating for loss of value or property resulting from operation of law and the cost of demolition and the increased cost of construction in amounts as required by Lender;

(b) commercial general liability insurance, including a broad form comprehensive general liability endorsement and coverages against claims for personal injury, bodily injury, death or property damage occurring upon, in or about the Property, such insurance (A) to be on the so-called "occurrence" form and containing minimum limits per occurrence of One Million and No/100 Dollars (\$1,000,000.00), with a combined limit per policy year, excluding umbrella coverage, of not less than Two Million and No/100 Dollars (\$2,000,000.00); (B) to continue at not less than the aforesaid limit until required to be changed by Lender by reason of changed economic conditions making such protection inadequate; and (C) to cover at least the following hazards: (1) premises and operations; (2) products and completed operations on an "if any" basis; and (3) independent contractors.

(c) windstorm insurance in an amount equal one hundred percent (100%) of the Full Replacement Cost of the Property, with a deductible that shall not exceed Five Hundred Thousand Dollars (\$500,000.00).

(d) Builders All-Risk and Hazard Insurance. For the Property during the construction, and for two (2) months beyond the date of substantial completion of the Improvements, builders all-risk insurance, and upon substantial completion of the Improvements, multi-peril hazard insurance, in each case affording insurance against loss or damage by fire, wind, lightning, explosion, earthquake, collapse, theft, sprinkler leakage, vandalism and malicious mischief and such other perils as are included in so-called "all-risks" or "extended coverage" and against such other insurable perils as, under good insurance practices, from time to time are insured against for properties of similar character and location; such insurance to be not less than 100% of the full replacement cost of the Improvements without deduction for depreciation and shall also include rental loss or business interruption insurance for at least a twelve (12) month period. The said policy shall contain replacement costs, stipulated value endorsements, and shall name Lender as first mortgagee.

(e) All insurance provided for in this Section shall be obtained under valid and enforceable policies (collectively, the "Policies" or in the singular, the "Policy") and shall be subject to the approval of Lender as to form and substance, including insurance companies, amounts, deductibles, loss payees and insureds. Not less than ten (10) days prior to the

expiration dates of the Policies theretofore furnished to Lender, certificates of insurance evidencing the Policies. Any blanket insurance Policy shall specifically allocate to the Property the amount of coverage from time to time required hereunder and shall otherwise provide the same protection as would a separate Policy insuring only the Property in compliance with the provisions of this Section.

(f) All Policies of insurance provided for in this Section shall contain clauses or endorsements to the effect that the Policy shall not be canceled or terminated without at least thirty (30) days written notice to Lender and any other party named therein as an additional insured and shall not be materially changed (other than to increase the coverage provided thereby) without such a thirty (30) day notice.

(g) All insurance provided for hereunder shall be obtained under valid and enforceable policies (collectively, the "Policies" or in the singular, the "Policy") and shall be subject to the approval of Lender as to form and substance, including insurance companies, amounts, deductibles, loss payees and insureds. Not less than ten (10) days prior to the expiration dates of the Policies theretofore furnished to Lender, certificates of insurance evidencing the Policies. Any blanket insurance Policy shall specifically allocate to the Property the amount of coverage from time to time required hereunder and shall otherwise provide the same protection as would a separate Policy insuring only the Property in compliance with the provisions of this Agreement.

(h) All Policies of insurance provided for in this Agreement shall contain clauses or endorsements to the effect that the Policy shall not be canceled or terminated without at least thirty (30) days written notice to Lender and any other party named therein as an additional insured and shall not be materially changed (other than to increase the coverage provided thereby) without such a thirty (30) day notice.

(i) If at any time Lender is not in receipt of written evidence that all insurance required hereunder is in full force and effect, Lender shall have the right, without notice to Borrower, to take such action as Lender deems necessary to protect its interest in the Property, including the obtaining of such insurance coverage as Lender, in its sole discretion, deems appropriate and all premiums incurred by Lender in connection with such action or in obtaining such insurance and keeping it in effect (including, without limitation, reasonable attorney's fees) shall be paid by Borrower to Lender upon demand and until paid shall be secured by the Mortgage and shall bear interest at the Default Rate (as defined below).

(j) In the event of foreclosure of the Mortgage or other transfer of title to the Property in extinguishment in whole or in part of the Borrower's obligations, all right, title and interest of Borrower in and to the Policies that are not blanket Policies then in force concerning the Property and all proceeds payable thereunder shall thereupon vest in the purchaser at such foreclosure or Lender or other transferee in the event of such other transfer of title.

(k) Insurance Company. All Policies required hereunder shall be issued by companies authorized to do business in the state where the Property is located, with a financial strength and claims paying ability rating of at least "A-VIII" from A.M. Best Company or "A3"

(or the equivalent) from Moody's Investors Service, Inc. or "A-" from Standard & Poor's Ratings Service; (i) shall, with respect to all property insurance policies, name Lender and its successors and/or assigns as their interest may appear as Lender and mortgagee; (ii) shall, with respect to all property insurance policies and rental loss and/or business interruption insurance policies, contain a Standard Mortgagee Clause and a Lender's Loss Payable Endorsement, or their equivalents, naming Lender and its successors and/or assigns as the person to whom all payments made by such insurance company shall be paid; (iii) shall, with respect to all liability policies, name Lender and its successors and/or assigns as an additional insured; (iv) shall contain a waiver of subrogation against Lender; (v) shall contain such provisions as Lender deems reasonably necessary or desirable to protect its interest including endorsements providing: (A) that neither Borrower, Lender nor any other party shall be a co-insurer under said Policies; (B) that Lender shall receive at least thirty (30) days prior written notice of any modification, reduction or cancellation; and (C) for a deductible per loss of an amount not more than that which is customarily maintained by prudent owners of properties with a standard of operation and maintenance comparable to and in the general vicinity of the Property, but in no event in excess of an amount reasonably acceptable to Lender; and (vi) shall be satisfactory in form and substance to Lender and shall be approved by Lender as to amounts, form, risk coverage, deductibles, loss payees and insureds. No property or rental loss/business interruption insurance policy required hereunder shall include any so-called "terrorist exclusion" or similar exclusion or exception to insurance coverage relating to the acts of terrorist groups or individuals.

20. Compliance with Laws. Borrower shall observe, abide by and comply with all statutes, ordinances, laws, orders, regulations, rules, requirements or decrees relating to the Property enacted, promulgated or issued by any federal, state, county or local governmental authority or any agency or subdivision thereof having jurisdiction over Borrower or the Property, and to observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, but not limited to, zoning, variances, special exceptions and nonconforming uses), privileges, franchises and concessions which are applicable to the Property or which have been granted to or contracted for by Borrower in connection with any existing, presently contemplated or future use of the Property.

21. Maintenance of Permits. Borrower shall obtain, keep and constantly maintain in full force and effect during the entire term of this Agreement, all certificates, licenses and permits necessary to keep the Property operating and, except as specifically provided for in this Agreement not to assign, transfer or in any manner change such certificates, licenses or permits without first receiving the written consent of Lender.

22. Performance of Other Obligations. Borrower shall perform, comply with and abide by each and every one of the covenants, agreements and conditions contained and set forth in this Agreement, the Note, and the other Loan Documents and to comply with all laws, ordinances, rules, regulations and orders of any governmental authorities.

23. Collateral. All collateral shall remain subject to this Agreement and the other Loan Documents until all of the obligations have been paid and any financing statements filed in connection with this Agreement have been terminated.

24. Execution of Additional Documents. Borrower agrees to do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers, assurances and other instruments, including security agreements and financing statements, as Lender shall from time to time require, for the purpose of better assuring, conveying, assigning, transferring and confirming unto Lender the collateral and rights hereby encumbered, created, conveyed, assigned or intended now or hereafter so to be encumbered, created, conveyed or assigned or which Borrower may now be or may hereafter become bound to encumber, create, convey, or assign to Lender, or for the purpose of carrying out the intention or facilitating the performance of the terms of this Agreement.

Lender, at the expense of Borrower, may or shall cause such statements, descriptions and assurances, as herein provided and in this Agreement or the other Loan Documents to be recorded and re-recorded, filed and re-filed, at such times and in such places as may be required or permitted by law to so create, perfect and preserve the lien and encumbrance hereof upon all of the collateral, and Borrower hereby authorizes Lender to file financing statements and amendments thereto without the signature of Borrower, as permitted by law.

25. Costs of Collection. In the event that the Note is placed in the hands of an attorney for collection, or in the event that Lender shall become a party either as plaintiff or as defendant, in any action, suit, appeal or legal proceeding (including, without limitation, foreclosure, bankruptcy or administrative proceedings or any proceeding wherein proof of claim is by law required to be filed), hearing, motion or application before any court or administrative body in relation to the Property or the lien and security interest of Lender, or for the recovery or protection of said indebtedness or the Property, Borrower shall save and hold Lender harmless from and against any and all costs and expenses incurred by Lender on account thereof, including, but not limited to, Reasonable Attorneys' Fees (as defined below), at all trial and appellate levels, and including in administrative, alternative dispute resolution, insolvency and bankruptcy proceedings, and Borrower shall repay, on demand, all such costs and expenses, together with interest thereon at the Default Rate (as defined below); all of which sums, if unpaid, shall be added to and become a part of the indebtedness secured hereby. Without limiting the foregoing, Borrower shall reimburse Lender for any and all out of pocket expenses, including, but not limited to, Reasonable Attorneys' Fees, incurred by Lender in reviewing and/or approving any documents requested by Borrower, or otherwise incurred by Lender in exercising its rights pursuant to this Agreement, the Note, or any of the other Loan Documents. Borrower acknowledges that Lender will charge and Borrower shall pay an administrative fee based upon the amount of time and effort required by Lender's in-house staff to review and approve or disapprove any request made by Borrower; such fee will be determined by Lender at the time a request is made by Borrower and Borrower shall pay such fee before, and as a condition to, Lender's consideration of any request. Payment of such fee and other expenses incurred by Lender shall not be construed as Lender's approval of such request nor require Lender to approve any request.

26. Default Rate. "Default Rate" means any sums not paid when due, whether maturing by lapse of time or by reason of acceleration under the provisions of the Note, this Agreement, or any of the other Loan Documents, and whether principal, interest or money owing for advancements pursuant to the terms of this Agreement or any of the other Loan Documents, which shall bear interest until paid at the maximum allowable charges of interest which are

permitted to be contracted for, charged or received under the laws of the State of Florida or, if controlling, the United States, all of which sums shall be added to and become a part of the indebtedness secured hereby.

27. Savings Clause; Severability. Notwithstanding any provisions in the Note, in this Agreement or any of the Loan Documents to the contrary, the total liability for payments in the nature of interest including but not limited to interest at the Default Rate and late payment charges shall not exceed the limits imposed by the laws of the State of Florida or, if controlling, the United States of America relating to maximum allowable charges of interest. Lender shall not be entitled to receive, collect or apply, as interest on the indebtedness evidenced by the Note, any amount in excess of the maximum lawful rate of interest permitted to be charged by applicable law. In the event Lender ever receives, collects or applies as interest any such excess, such amount, which would be excessive interest, shall be applied to reduce the unpaid principal balance of the indebtedness evidenced by the Note. If the unpaid principal balance of such indebtedness has been paid in full, any remaining excess shall be forthwith paid to Borrower. If any clauses or provisions herein contained shall operate or would prospectively operate to invalidate this Agreement, then such clauses or provisions only shall be held for naught, as though not herein contained and the remainder of this Agreement shall remain operative and in full force and effect.

28. Bankruptcy, Reorganization or Assignment. Except as hereinafter provided, it shall be a default under this Agreement if Borrower shall: (a) elect to dissolve and liquidate its business organization and windup its business affairs without receiving the prior written approval of Lender; (b) consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets; (c) be adjudicated as bankrupt or insolvent, or file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due; (d) make a general assignment for the benefit of creditors; (e) file a petition under or take advantage of any insolvency law; (f) file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding or fail to cause the dismissal of such petition within sixty (60) days after the filing of said petition; (g) take action for the purpose of effecting any of the foregoing; or (h) if any order, judgment or decree shall be entered upon an application of a creditor by a court of competent jurisdiction approving a petition seeking appointment of a receiver or trustee of all or a substantial part of its assets and such order, judgment or decree shall continue unstayed and in effect for a period of sixty (60) days.

29. Time is of the Essence; Monetary and Non-Monetary Defaults. It is understood by Borrower that time is of the essence hereof in connection with all obligations of Borrower herein and in the Note, this Agreement, and in any of the other Loan Documents evidencing or securing the Note.

If: (i) any Monetary Default (as hereinafter defined) shall be made in the payment of any monthly installment of principal and interest due under the Note or of any other monetary obligation under the Note, whether of principal or interest, or both, or in the payment of any other sums of money referred to herein or in the Note, this Agreement or any other Loan Documents, promptly and fully when the same shall be due without notice or demand from Lender to Borrower; or (ii) any Incurable Default (as hereinafter defined) shall occur; or (iii) any Non-Monetary Default (as hereinafter defined) shall be made by Borrower in any one of the

agreements, conditions or covenants of the Note, this Agreement, or any other Loan Documents, or in the event that each and every one of said agreements, conditions and covenants are not otherwise duly, promptly and fully discharged or performed, and any Non-Monetary Default remains uncured for a period of thirty (30) days after written notice thereof from Lender to Borrower has been delivered in the manner prescribed in this Agreement, Lender, at its sole option, may thereupon or thereafter declare the indebtedness evidenced by the Note, as well as all other monies secured hereby, including, without limitation, accrued and unpaid interest and late payment charges, to be forthwith due and payable, whereupon the principal of and the interest accrued on the indebtedness evidenced by the Note and all other sums secured by the Loan Documents, at the option of Lender, shall immediately become due and payable as if all of said sums of money were originally stipulated to be paid on such day, and thereupon, Lender may avail itself of all rights and remedies provided by law and may foreclose or prosecute a suit at law or in equity as if all monies secured hereby had matured prior to its institution, anything in this Agreement, the Note, or in any of the other Loan Documents to the contrary notwithstanding. Lender shall have no obligation to give Borrower notice of, or any period to cure, any Monetary Default or any Incurable Default prior to exercising its right, power and privilege to accelerate the maturity of the indebtedness secured hereby. In the event a Non-Monetary Default is not capable of being cured within thirty (30) days, provided that Borrower is diligently attempting to cure such Non-Monetary Default, the cure period may be reasonably extended at Lender's discretion, not to exceed a total of sixty (60) days.

As used herein, the term "Monetary Default" shall mean any default which can be cured by the payment of money such as, but not limited to, the payment of principal and interest due under the Note and the payment of taxes, assessments and insurance premiums when due as provided in this Agreement or the other Loan Documents. As used herein, the term "Non-Monetary Default" shall mean any default which is not a Monetary Default or an Incurable Default. As used herein, the term "Incurable Default" shall mean: (i) the making of any voluntary or involuntary sale, assignment, mortgage, encumbrance, or transfer in violation of the covenants contained herein; or (ii) if Borrower makes an assignment for the benefit of creditors, becomes insolvent, or files a petition in bankruptcy (including but not limited to, a petition seeking a rearrangement or reorganization).

30. Remedies. If Borrower defaults in the timely payment or performance of any of the obligations under the Note, this Agreement or any of the other Loan Documents, if any warranty or representation of Borrower or Borrower to Lender should be untrue at any time, upon Borrower's breach of any other covenants or agreements between the parties entered into in conjunction herewith, then, at the option of Lender, the entire balance owed shall be immediately due and payable in full without notice or demand, and Lender shall, without limitation, have the remedies of a secured party under the Uniform Commercial Code, as well as, any rights and remedies of Lender under applicable law.

Notwithstanding any provision of this Agreement to the contrary, during any period of default and regardless of any cure period applicable to such default, in each instance under this Agreement, the Note, or any of the other Loan Documents in which either: (i) Borrower is permitted to take an action without Lender's consent; or (ii) Lender's consent is to be exercised reasonably, Lender's consent shall be required and shall be granted or withheld in Lender's sole and absolute discretion.

31. Protection of Lender's Security. At any time after default hereunder, Lender is authorized, without notice and in its sole discretion, to take possession of the Property or any part thereof and to perform any acts which Lender deems necessary or proper to operate any business or businesses conducted on the Property and to collect and receive all rents, issues and profits thereof and therefrom, including those past due as well as those accruing thereafter.

32. Rights and Remedies Cumulative; Forbearance not a Waiver. The rights and remedies herein provided are cumulative and Lender, as the holder of the Note and of every other obligation secured hereby, may recover judgment thereon, issue execution therefor and resort to every other right or remedy available at law or in equity, without first exhausting any right or remedy available to Lender and without affecting or impairing the security of any right or remedy afforded hereby, and no enumeration of special rights or powers by any provisions hereof shall be construed to limit any grant of general rights or powers, or to take away or limit any and all rights granted to or vested in Lender by law, and Borrower further agrees that no delay or omission on the part of Lender to exercise any rights or powers accruing to it hereunder shall impair any such right or power or shall be construed to be a waiver of any such event of default hereunder or an acquiescence therein; and every right, power and remedy granted herein or by law to Lender may be exercised from time to time as often as may be deemed expedient by Lender.

33. Modification not an Impairment of Security. Lender, without notice and without regard to the consideration, if any, paid therefor, may release any part of the collateral described herein or may release any person or entity liable for any indebtedness secured hereby without in any way affecting the priority of its encumbrance to the full extent of the indebtedness remaining unpaid hereunder, upon any part of the security not expressly released. Lender may, at its option and within its sole discretion, also agree with any party obligated on said indebtedness, or having any interest in the security described herein, to extend the time for payment of any part or all of the indebtedness secured hereby, and such agreement shall not, in any way, release or impair this Agreement or Lender's security, but shall extend the same as against the title of all parties having any interest in said security, which interest is referred to in this Agreement.

34. Modification not a Waiver. In the event Lender: (a) releases, as aforesaid, any part of the security described herein or any person or entity liable for any indebtedness secured hereby, or (b) grants an extension of time for the payment of the Note, or (c) takes other or additional security for the payment of the Note, or (d) waives or fails to exercise any rights granted herein or in the Note, or any other Loan Documents, any said act or omission shall not release Borrower, subsequent purchasers of the Property or any part thereof, or makers, sureties, or endorsers of the Note, if any, from any obligation or any covenant of this Agreement or of the Note or of any of the other Loan Documents, nor preclude Lender from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made, or any subsequent default.

35. Transfer of Property. The sale, transfer, assignment or conveyance of all or any portion of the Property, without the prior written consent of Lender, shall constitute a default under the terms of this Agreement and entitle Lender, at its sole option, to accelerate all sums due on the Note, together with accrued but unpaid interest, late payment charges, or any other amounts by the Loan Documents.



In the event the ownership of the Property, or any part thereof, shall become vested in a person or entity other than Borrower, whether with or without the prior written consent of Lender, Lender may, without notice to Borrower, deal with such successor or successors in interest with reference to the Property, this Agreement and the Note secured hereby in the same manner and to the same extent as with Borrower without in any way vitiating or discharging Borrower's liability hereunder or under the Note. No sale, transfer or conveyance of the Property, no forbearance on the part of Lender and no extension of the time for the payment of the Note hereby secured given by Lender to Borrower shall operate to release, discharge, modify, change, or affect the original liability of Borrower, either in whole or in part, unless expressly set forth in writing executed by Lender. Notwithstanding anything contained herein to the contrary, Borrower hereby waives any right it now has or may hereafter have to require Lender to prove an impairment of its security as a condition to Lender's exercise of its rights under this Paragraph.

36. Cross-Default. The terms, conditions and provisions of each of the Loan Documents shall be considered a part hereof as fully as if set forth herein verbatim. Any default under this Agreement, the Note, or any of the other Loan Documents shall constitute an event of default under each other Loan Documents, including the aforesaid Mortgage and any other security instruments, and any default under the other Loan Documents shall likewise constitute a default hereunder and under the Note. Notwithstanding the foregoing, the enforcement or attempted enforcement of this Agreement or any other security instrument now or hereafter held by Lender shall not prejudice or in any manner affect the right of Lender to enforce any other Loan Documents; it being understood and agreed that Lender shall be entitled to enforce this Agreement and any other Loan Documents now or hereafter held by it in such order and manner as Lender, in its sole discretion, shall determine.

37. Embargoed Person. At all times throughout the term of the Loan: (a) none of the funds or assets that are used to repay the Loan or of Borrower shall constitute property of, or shall be beneficially owned directly or, to Borrower's best knowledge, indirectly, by any person subject to sanctions or trade restrictions under United States law ("Embargoed Person" or "Embargoed Persons") that are identified on (1) the "List of Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control (OFAC), U.S. Department of the Treasury, and/or to Borrower's best knowledge, as of the date thereof, based upon reasonable inquiry by Borrower, on any other similar list maintained by OFAC pursuant to any authorizing statute including, but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Order or regulation promulgated thereunder, with the result that the investment in Borrower, as applicable (whether directly or indirectly), is prohibited by law, or the Loan made by Lender would be in violation of law, or (2) Executive Order 13224 (September 23, 2001) issued by the President of the United States ("Executive Order Blocking Mortgaged Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), any related enabling legislation or any other similar Executive Orders; and (b) no Embargoed Person shall have any direct interest, and to Borrower's best knowledge, as of the date hereof, based upon reasonable inquiry by Borrower, indirect interest, of any nature whatsoever in Borrower, as applicable, with the result that the investment in Borrower, as applicable (whether directly or indirectly), is prohibited by law or the Loan is in violation of law.

38. Anti-Money Laundering. At all times throughout the term of the Loan, including after giving effect to any transfers permitted pursuant to the Loan Documents, none of the funds of Borrower, as applicable, that are used to repay the Loan shall be derived from any unlawful activity, with the result that the investment in Borrower, as applicable (whether directly or indirectly), is prohibited by law or the Loan is in violation of law.

39. Successors and Assigns; Terminology. The provisions hereof shall be binding upon Borrower, and the successors and assigns of Borrower, and shall inure to the benefit of Lender, its successors and assigns. Where more than one Borrower is named herein, the obligations and liabilities of Borrower shall be joint and several. Wherever used in this Agreement, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Borrower" shall mean Borrower and/or any subsequent owner or owners of the Property, the word "Lender" shall mean Lender or any subsequent holder or holders of the Note and this Agreement, the word "Note" shall mean the note(s) secured by this Agreement, the word "person" shall mean an individual, trustee, trust, corporation, partnership, limited liability company, unincorporated association, or other entity, and the phrase "successors and assigns" includes the personal representatives and heirs of any individual. As used herein, the phrase "Reasonable Attorneys' Fees" shall mean all costs and expenses of attorneys selected by Lender based upon such attorneys' then prevailing hourly rates as opposed to any statutory presumption specified by any statute then in effect in the State of Florida, including, without limitation, all reasonable attorneys' fees and costs incurred in finalizing a judgment and in establishing the amount of reasonable fees and costs to be awarded.

40. Notices. All notices, reports, requests or other written instruments required or permitted hereunder shall be in writing, signed by the party giving or making the same, and shall be sent hand-delivered, effective upon receipt, sent by United States Express Mail or by a nationally recognized overnight courier, effective upon receipt, or sent by United States registered or certified mail, postage prepaid, with return receipt requested, deemed effective on the earlier of the day of actual delivery as shown by the addressee's return receipt or the expiration of three (3) business days after the date of mailing, addressed to the party intended to receive the same at the address set forth below (or at such other address as shall be given in writing by any party to another):

To Borrower: Florida Institute for Human and Machine Cognition, Inc.  
Attention: General Counsel  
40 South Alcaniz Street  
Pensacola, FL 32502

To Lender: Escambia County, Florida  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, FL 32502

41. Governing Law. This Agreement is to be governed by the internal laws of the State of Florida (without regard to its principles and provisions on conflicts of laws), provided that where the Property is located in a jurisdiction other than Florida, remedies available to Lender hereunder and under the laws of such jurisdiction shall be available to Lender without

regard to any restriction of Florida law. If any provision of this Agreement shall be held to be legally invalid or unenforceable by any court of competent jurisdiction, all remaining provisions of this Agreement shall remain in full force and effect.

42. Rights of Lender Cumulative. The rights of Lender arising under the clauses and covenants contained in this Agreement shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; and no act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provisions, anything herein or otherwise to the contrary notwithstanding.

43. Modifications. This Agreement cannot be changed, altered, amended or modified except by an agreement in writing executed by both Borrower and Lender.

44. Captions. The captions set forth at the beginning of the various paragraphs of this Agreement are for convenience only and shall not be used to interpret or construe the provisions of this Agreement.

45. Waiver of Redemption, and Marshaling of Assets. To the fullest extent permitted by law, Borrower hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Borrower by virtue of any present or future statute of limitations or law or judicial decision exempting the Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment, and (b) any right to a marshaling of assets or a sale in inverse order of alienation.

46. Consent to Jurisdiction. Borrower hereby consents and submits to the exclusive jurisdiction and venue of any state or federal court sitting in ESCAMBIA County, Florida, with respect to any legal action or proceeding arising with respect to this Agreement or any other Loan Documents and waives all objections which it may have to such jurisdiction and venue. Nothing herein shall, however, preclude or prevent Lender from bringing actions against Borrower in any other jurisdiction as may be necessary to enforce or realize upon the security herein provided.

47. WAIVER OF TRIAL BY JURY. BORROWER WAIVES ITS RIGHT, TO THE FULLEST EXTENT PERMITTED BY LAW, AND AGREES NOT TO ELECT, A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES AS BORROWER AND LENDER.

*(end of text – signature page(s) to follow)*

IN WITNESS WHEREOF the undersigned Borrower has caused these presents to be executed by their duly authorized officers, on this the 14<sup>th</sup> day of November, 2013.

**BORROWER:**

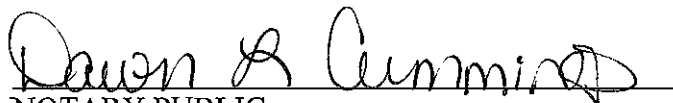
FLORIDA INSTITUTE FOR HUMAN AND  
MACHINE COGNITION, INC., a Florida not  
for profit corporation



By: Richard R. Baker  
Its: Director and Chair, Finance and Audit

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of November, 2013, by Richard R. Baker, as Director and Chair, Finance and Audit, of Florida Institute for Human and Machine Cognition, Inc., a Florida not for profit corporation.

  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_

☒ Personally Known  
OR  
☐ Produced Identification  
Type of Identification produced \_\_\_\_\_

**DAWN L. CUMMINGS**  
Notary Public, State of Florida  
My Comm. Expires Dec. 13, 2013  
No. DD948182

IN WITNESS WHEREOF the undersigned Lender has caused these presents to be executed by their duly authorized officers, on this the 14<sup>th</sup> day of November, 2013.

**LENDER:**

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers  
Clerk of the Circuit Court



*Pam Childers*  
Clerk

*Gene M. Valentino*  
Gene M. Valentino, Chairman

Date Executed

11-21-2013

This document approved as to form and legal sufficiency

By

Title

Date

*Gene M. Valentino*

Asst. County Attorney

Nov. 20, 2013

## EXHIBIT "A"

### PARCEL 1:

A PIECE OR PARCEL OF LAND IN CEMETERY LOTS THREE HUNDRED SEVENTY SIX AND THREE HUNDRED SEVENTY SEVEN (376 AND 377), OLD CITY TRACT, DESCRIBED AS FOLLOWS: FROM A POINT ON THE NORTH LINE OF EAST ROMANA STREET BEGINNING TWO HUNDRED AND FIFTY EIGHT AND TWO TENTHS (258.2) FEET EAST OF THE EAST LINE OF ALCANIZ STREET; RUN THENCE NORTHWARD AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT THREE HUNDRED SEVENTY SIX (376); THENCE RUN EASTWARD ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT THREE HUNDRED SEVENTY SIX (376), A DISTANCE OF THIRTY AND FIVE TENTHS (30.5) FEET; THENCE RUN SOUTHWARD AT RIGHT ANGLES TO THE NORTH LINE OF EAST ROMANA STREET; THENCE RUN EASTWARD ALONG THE NORTH LINE OF EAST ROMANA STREET, A DISTANCE OF THIRTY AND FIVE TENTHS (30.5) FEET TO THE POINT OF BEGINNING, ALL LYING AND BEING IN CEMETERY LOTS THREE HUNDRED AND SEVENTY SIX (376) AND THREE HUNDRED SEVENTY SEVEN (377), OLD CITY TRACT, AS PER MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, ALL LYING AND BEING IN ESCAMBIA COUNTY, FLORIDA.

### PARCEL 2:

BEGIN AT THE NORTH LINE OF ROMANA STREET, 315.7 FEET EAST OF EAST LINE OF ALCANIZ STREET; NORTH 100 FEET; WEST 27.94 FEET; SOUTH 100 FEET; EAST 27.94 FEET TO BEGINNING, PART OF LOTS 377-378, CEMETERY LOTS, OLD CITY TRACT, SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, DESCRIBED ACCORDING TO MAP OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON AND COMPANY, 1903.

### PARCEL 3:

COMMENCE AT THE SOUTHWEST CORNER OF CEMETERY LOT 370, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906, SAID CORNER BEING THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF ALCANIZ STREET (R/W WIDTH VARIES) AND THE NORTH RIGHT OF WAY LINE OF ROMANA STREET (45' R/W); THENCE GO NORTH 78° 49' 31" EAST ALONG SAID NORTH RIGHT OF WAY LINE OF ROMANA STREET, FOR A DISTANCE OF 190.45 FEET TO THE SOUTHWEST CORNER OF CEMETERY LOT 375 FOR THE POINT OF BEGINNING; THENCE GO NORTH 11° 12' 25" WEST ALONG THE WEST LINE OF SAID CEMETERY LOT 375, FOR A DISTANCE OF 100.07 FEET TO THE NORTHWEST CORNER OF SAID CEMETERY LOT 375; THENCE GO NORTH 78° 46' 03" EAST ALONG THE NORTH LINE OF SAID CEMETERY LOT 375 AND CEMETERY LOT 376, FOR A DISTANCE OF 66.80 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2736, AT PAGE 847, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 11° 10' 29" EAST ALONG THE EAST LINE OF SAID OFFICIAL RECORDS BOOK 2736, AT PAGE 847, FOR A DISTANCE OF 100.14 FEET TO THE SOUTHEAST CORNER OF SAID OFFICIAL RECORDS BOOK 2736, AT PAGE 847, SAID CORNER BEING ON THE AFORESAID NORTH RIGHT OF WAY LINE OF ROMANA STREET (45' R/W); THENCE GO SOUTH 78° 49' 31" WEST ALONG SAID NORTH RIGHT OF WAY LINE, FOR A DISTANCE OF 66.75 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS ALL CEMETERY LOT 375 AND A PORTION OF CEMETERY LOT 376,

OLD CITY TRACT, CITY OF PENSACOLA, SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

PARCEL 4

THE EAST 18.37 FEET OF CEMETERY OF LOT 378 AND THE WEST 10 FEET OF CEMETERY LOT 379, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

PARCEL 5

THE WEST TWO FEET OF CEMETERY LOT 380 AND THE EAST 28 FEET OF CEMETERY LOT 379, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

PARCEL 6

LOTS 381 AND 382, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

PARCEL 7

THAT PORTION OF THE RIGHT OF WAY OF ARAGON STREET LYING BETWEEN THE EASTERN RIGHT OF WAY LINE OF ALCANIZ STREET AND THE WESTERN RIGHT OF WAY LINE OF FLORIDA BLANCA STREET; AND ALSO CEMETERY LOTS 409 THROUGH 423, BOTH INCLUSIVE, OLD CITY TRACT, ALL ACCORDING TO MAP OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1903.

PARCEL 8

THE WEST 19.63 FEET OF CEMETERY LOT 378, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

**EXHIBIT "B"**  
(Environmental Indemnity Agreement)



## **ENVIRONMENTAL INDEMNITY AGREEMENT**

**THIS ENVIRONMENTAL INDEMNITY AGREEMENT** ("Agreement") is made, executed and delivered as of the 14<sup>th</sup> day of November, 2013 by, **FLORIDA INSTITUTE FOR HUMAN AND MACHINE COGNITION, INC.**, a Florida not for profit corporation ("IHMC"), having an address at 40 South Alcaniz Street, Pensacola, FL 32502, to and in favor of **ESCAMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida ("County"), having an office at 221 Palafox Place, Pensacola, FL 32502.

### **WITNESSETH:**

**WHEREAS**, contemporaneously with the execution of this Agreement, IHMC conveyed to County real property located in Escambia County, Florida and more particularly described in Exhibit "A" attached hereto (the "Land"), together with the improvements situated thereon (the "Improvements"). The Land and the Improvements are collectively referred to as the "Property;"

**WHEREAS**, IHMC proposes to borrow from County the principal sum of TWELVE MILLION AND NO/100 DOLLARS (\$12,000,000.00) (the "Loan"), which Loan shall be evidenced by a Promissory Note (the "Note") in the principal amount of Twelve Million and No/100 dollars (\$12,000,000.00). The Note is secured by among other things, a Mortgage and Security Agreement (the "Mortgage") constituting a first mortgage lien on the Property, and also secured by an Assignment of Leases, Rents and Profits executed by IHMC in favor of Lender and certain other agreements between IHMC and County (collectively, the "Loan Documents"), all dated on or about the date even hereof;

**WHEREAS**, as a condition precedent to its making the Loan, County has required that IHMC execute this Agreement to provide County with the rights set forth herein. IHMC acknowledges and agrees that County would not consummate and fund the Loan without this Agreement, and that this Agreement is a material inducement for County's agreement to make the Loan.

**NOW, THEREFORE**, in consideration of County's acquisition of the Property, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and IHMC hereby agree as follows:

1. Representations and Warranties With Respect to Hazardous Materials. IHMC represents and warrants that, other than as described in the attached Exhibit "B:"

(a) No Hazardous Materials (as defined below) are, or to the best of IHMC's knowledge after due and diligent inquiry have been, stored, treated, disposed of or incorporated into, on or around the Property in violation of any applicable statutes, ordinances or regulations;

(b) The Property is in compliance with all environmental, health and safety requirements;

(c) Any business currently, or, to the best of IHMC's knowledge after due and diligent inquiry, heretofore operated on the Property, has disposed of its waste in accordance with all applicable statutes, ordinances and regulations;

(d) IHMC has no notice of any pending, or, to the best of IHMC's knowledge after due and diligent inquiry, threatened, action or proceeding arising out of the condition of the Land or the Improvements thereon or any alleged violation of environmental, health or safety statutes, ordinances or regulations;

(e) IHMC shall immediately forward all environmental notices and notices of violations received to County together with all environmental reports or data collected by IHMC or on its behalf; and

(f) All governmental permits required to operate whatever business is currently or is contemplated to be on the Property are and will continue to be in full force and effect and, to the best of IHMC's knowledge after due and diligent inquiry, no condition exists which might threaten the validity of such permits.

2. Removal of Hazardous Materials. If required by any federal, state or local agency having jurisdiction, IHMC, at its sole cost and expense, agrees to remove from the Property with all due care, any contamination by Hazardous Materials in a safe manner, and to a safe degree, to County's complete satisfaction and in accordance with applicable law, as the same may be changed from time to time, and to monitor or cause to be monitored the levels of Hazardous Materials in the ground water of the Property in accordance with the terms and procedures as may be required by federal, state, or local governmental agencies having jurisdiction over the Property, including, but not limited to, the Florida Department of Environmental Regulation and the Environmental Protection Agency. "Hazardous Material(s)" for purposes of this Agreement shall include but not be limited to all toxic or hazardous materials, chemicals, wastes, pollutants or similar substances, including, without limitation, Petroleum (as defined below), asbestos insulation and/or urea formaldehyde insulation, which are regulated, governed, restricted or prohibited by any federal, state or local law, decision, statute, rule, regulation or ordinance currently in existence or hereafter enacted or rendered (hereinafter collectively referred to as the "Hazardous Materials Laws") including, but not limited to, those materials or substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "pollutants" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., the Clean Air Act, 42 U.S.C. Section 7401 et seq., the Clean Water Act, 33 U.S.C. Section 1251 et seq., Florida Statutes Chapters 376 and 403, and any rules and regulations promulgated thereunder, all as presently or hereafter amended. "Petroleum" for purposes of this Agreement shall include, without limitation, oil or petroleum of any kind and in any form including, but not limited to, oil, petroleum, fuel oil, oil sludge, oil refuse, oil mixed with other waste, crude oil, gasoline, diesel fuel and kerosene.

3. Indemnification. IHMC shall unconditionally and absolutely defend, indemnify and hold harmless County and its commissioners, employees, agents, attorneys, and contractors

and their successors and assigns (individually and collectively "Indemnitee"), and each of them, jointly and severally, from and against:

(a) Any and all claims, demands, causes of action, damages, costs, expenses, lawsuits and liabilities, at law or in equity, of every kind or nature whatsoever, including, but not limited to, (i) injury to or death of any person or persons and damage to or destruction of any property, threatened, brought or instituted, arising out of or in any manner directly or indirectly connected with Hazardous Materials in, on, under or about the Property, or (ii) a breach of IHMC's representations and warranties set forth above, IHMC's obligations under this Agreement, and/or any restorative or removal work performed by IHMC or any entity authorized by IHMC;

(b) Any and all penalties threatened, sought, or imposed on account of a violation of any laws, statutes, regulations or ordinances pertaining to Hazardous Materials, or IHMC's obligations hereunder;

(c) Any and all consultants', attorneys', and/or engineering fees incurred by any Indemnitee in connection with monitoring IHMC's obligations hereunder;

(d) Any loss occasioned by diminution in the value of the Property which may result from any of the foregoing; and

(e) Any and all costs to remediate the Property, including, but not limited to, removing Hazardous Materials from the Property.

#### 4. Defense or Settlement of Claims.

(a) In connection with any claim made pursuant to Section 3, above, Indemnitee shall notify IHMC in writing as soon as reasonably practical under the circumstances stating the facts, in reasonable detail, which entitle Indemnitee to indemnification under this Agreement.

(b) IHMC shall, at its own cost, expense and risk (i) defend all suits, actions, or other legal or administrative proceedings that may be threatened, brought or instituted against an Indemnitee on account of any matter or matters arising under or within Section 3, above; (ii) pay, and/or satisfy any judgment or decree that may be rendered or recorded against any Indemnitee in any such suit, action or other legal or administrative proceeding; (iii) reimburse Indemnitee for the cost of, or for any payment made by Indemnitee with respect to, any reasonable expenses incurred in connection with the removal of any Hazardous Materials from the Property undertaken as a result of any suits, demands, causes of action, lawsuits, other proceedings, or any other claim, threatened, made or brought against any Indemnitee arising out of IHMC's obligations under this Agreement; (iv) reimburse Indemnitee for any and all expenses, including, but not limited to, all legal costs and expenses and reasonable attorneys' fees arising out of, or attributable to, the above acts and/or in connection with enforcing the indemnification granted in this Agreement; and (v) reimburse Indemnitee for any diminution in the value of the Property that exists on the date of this Agreement, which diminution is caused by

the presence of Hazardous Materials on the Property or the breach of any representation, warranty or obligation of IHMC hereunder.

(c) The law firm selected by IHMC pursuant to Section 4(b)(i) above, shall be subject to the approval of the Indemnitee seeking indemnification hereunder, which approval shall not be unreasonably withheld or delayed; provided, however, that upon 30 days' prior written notice, the Indemnitee may elect to defend any such claim, loss, action, legal or administrative proceeding at the cost and expense of IHMC, if, in the judgment of Indemnitee (i) the defense is not proceeding or being conducted in a satisfactory manner, or (ii) there is a conflict of interest between any of the parties to such lawsuit, action, legal or administrative proceeding.

(d) If Indemnitee exercises its right to designate counsel pursuant to the preceding paragraph, all costs and expenses thereof shall be paid by IHMC immediately upon written demand by such Indemnitee. IHMC, without the prior written consent of Indemnitee, will not agree to the settlement of any matter arising under or within Section 4(c), above.

(e) In the event that IHMC shall pay to Indemnitee any claim under this Agreement, then IHMC shall be subrogated to any rights of such Indemnitee relating thereto, and such Indemnitee will cooperate with IHMC, at the cost and expense of IHMC, in enforcing such rights; provided, however, that such subrogation shall not be in derogation of any rights of the Indemnitee under this Agreement, and shall not be construed to limit the obligations of IHMC hereunder.

5. Binding Effect. All the covenants and agreements hereinabove contained on the part of IHMC shall apply to and bind its heirs, personal representatives, successors and assigns, and shall inure to the benefit of County and each other Indemnitee and their respective heirs, personal representatives, successors and assigns.

6. Indemnification Separate from the Loan.

(a) IHMC agrees that this Agreement is separate, independent of and in addition to its undertakings pursuant to the Loan, the Loan Documents, or any other documentation or evidence of indebtedness or security executed by IHMC in connection therewith. A separate action or actions may be brought to enforce the provisions hereof, which shall in no way be deemed to be an action on the Note or other Loan Documents, whether or not the Loan has been repaid.

(b) IHMC waives all rights to require County to (i) proceed against or exhaust any security under the Loan, or (ii) pursue any remedy in County's power whatsoever. IHMC waives all defenses it may acquire by reason of County's election of any remedy against it.

(c) The indemnity provisions of this Agreement shall survive the repayment of the Note and satisfaction of the Mortgage and other Loan Documents.

7. Inspections and Tests. IHMC agrees that Indemnitee may, at any time and at Indemnitee's expense, inspect IHMC's books and records for any items related to environmental

notices or violations, and inspect and conduct any tests on the Property required in the professional judgment of Indemnatee's engineer or legal counsel, including taking soil samples in order to determine whether IHMC or any other party in possession of the Property, are in continuing compliance with all environmental laws and regulations. Any such inspection and testing shall be for Indemnatee's benefit only (which shall not preclude the testing entity from certifying results separately to IHMC), and Indemnatee shall not be liable to IHMC for any failure to inspect or test or for any deficiency in any such inspection or testing. Indemnatee may, but shall not be required to, perform or cause to be performed inspection and testing immediately following the execution of this Agreement to establish a base line for comparison of the results of inspections or testing to be taken at the time of the repayment of the Note and satisfaction of the Mortgage and other Loan Documents or at any time Indemnatee deems necessary.

8. Modification, Waiver in Writing. No modification, amendment, extension, discharge, termination or waiver of any provision of this Agreement, nor consent to any departure by IHMC therefrom, shall in any event be effective unless the same shall be in a writing signed by the party or parties against whom enforcement is sought, and then such waiver or consent shall be effective only in the specific instance, and for the purpose, for which given. Except as otherwise expressly provided herein, no notice to, or demand on IHMC, shall entitle IHMC to any other or future notice or demand in the same, similar or other circumstances.

9. Notices. All notices, reports, requests or other written instruments required or permitted hereunder shall be in writing, signed by the party giving or making the same, and shall be sent hand-delivered, effective upon receipt, sent by United States Express Mail or by a nationally recognized overnight courier, effective upon receipt, or sent by United States registered or certified mail, postage prepaid, with return receipt requested, deemed effective on the earlier of the day of actual delivery as shown by the addressee's return receipt or the expiration of three (3) business days after the date of mailing, addressed to the party intended to receive the same at the address set forth below (or at such other address as shall be given in writing by any party to another):

To IHMC: Florida Institute for Human and Machine Cognition, Inc.  
Attn: General Counsel  
40 South Alcaniz Street  
Pensacola, FL 32502

To County: Escambia County  
Attn: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, FL 32502

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

11. Survival; Successors and Assigns. This Agreement and all covenants, agreements, representations and warranties made herein and in the certificates delivered pursuant

hereto shall survive the making by County of the Loan, the repayment of the Note and satisfaction of the Mortgage and other Loan Documents. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the legal representatives, successors and assigns of such party. All covenants, promises and agreements in this Agreement, by or on behalf of IHMC, shall inure to the benefit of the legal representatives, successors and assigns of County.

12. Governing Law. This Agreement is to be governed by and construed in accordance with the laws of the State of Florida (notwithstanding its principles and provisions on conflicts of laws).

13. Successors and Assigns; Terminology. The provisions hereof shall be binding upon IHMC, and the successors and assigns of IHMC, and shall inure to the benefit of County, its successors and assigns. Wherever used in this Agreement, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "IHMC" shall mean IHMC and/or its successors in interest to the Property, the word "County" shall mean County or any subsequent owner of the Property, the word "Loan" shall mean the promissory note and mortgage executed by IHMC in favor of the County, the word "person" shall mean an individual, trustee, trust, corporation, partnership, limited liability company, unincorporated association, or other entity, and the phrase "successors and assigns" includes the personal representatives and heirs of any individual. As used herein, the phrase "Reasonable Attorneys' Fees" shall mean all costs and expenses of attorneys selected by County based upon such attorneys' then prevailing hourly rates as opposed to any statutory presumption specified by any statute then in effect in the State of Florida, including, without limitation, all reasonable attorney's fees and costs incurred in finalizing a judgment and in establishing the amount of reasonable fees and costs to be awarded.

14. Headings. The headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

15. Entire Agreement. This Agreement contains the entire agreement of the parties hereto and thereto in respect of the transactions contemplated hereby and thereby, and all prior agreements among or between such parties, whether oral or written, are superseded by the terms of this Agreement. In addition, IHMC hereby agrees that it is not relying on and has not relied on any representations, warranties or statements, whether written or oral, of the County or any other party in connection with its decision to enter into the transaction described in this Agreement and that this Agreement sets forth the entire set of representations, warranties and understandings of IHMC.

16. Attorneys' Fees; Expenses. IHMC will, upon demand, pay to County the amount of any and all costs and expenses, including the Reasonable Attorneys' Fees and out of pocket disbursements of its counsel and of any experts and agents, which County may incur in connection with (i) the exercise or enforcement of any of the rights of County under this Agreement, or (ii) the failure by IHMC to perform or observe any of the provisions of this Agreement. As used herein, the phrase "Reasonable Attorneys' Fees" shall mean fees charged by attorneys selected by County based upon such attorneys' then prevailing hourly rates as

opposed to any statutory presumption specified by any statute then in effect in the State of Florida.

17. Consent to Jurisdiction. IHMC hereby consents and submits to the exclusive jurisdiction and venue of any state or federal court sitting in the county and state where the Property is located with respect to any legal action or proceeding arising with respect to this Agreement and waives all objections that it may have to such jurisdiction and venue.

*(end of text -- signature page to follow)*

**IN WITNESS WHEREOF**, this Agreement has been executed by IHMC as of the date first set forth above.

**IHMC:**

FLORIDA INSTITUTE FOR HUMAN AND  
MACHINE COGNITION, INC., a Florida not  
for profit corporation

---

By: Richard R. Baker

Its: Director and Chair, Finance and Audit



## EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ESCAMBIA, STATE OF FL, AND IS DESCRIBED AS FOLLOWS:

### PARCEL 1:

A PIECE OR PARCEL OF LAND IN CEMETERY LOTS THREE HUNDRED SEVENTY SIX AND THREE HUNDRED SEVENTY SEVEN (376 AND 377), OLD CITY TRACT, DESCRIBED AS FOLLOWS: FROM A POINT ON THE NORTH LINE OF EAST ROMANA STREET BEGINNING TWO HUNDRED AND FIFTY EIGHT AND TWO TENTHS (258.2) FEET EAST OF THE EAST LINE OF ALCANIZ STREET; RUN THENCE NORTHWARD AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT THREE HUNDRED SEVENTY SIX (376); THENCE RUN EASTWARD ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT THREE HUNDRED SEVENTY SIX (376), A DISTANCE OF THIRTY AND FIVE TENTHS (30.5) FEET; THENCE RUN SOUTHWARD AT RIGHT ANGLES TO THE NORTH LINE OF EAST ROMANA STREET; THENCE RUN EASTWARD ALONG THE NORTH LINE OF EAST ROMANA STREET, A DISTANCE OF THIRTY AND FIVE TENTHS (30.5) FEET TO THE POINT OF BEGINNING, ALL LYING AND BEING IN CEMETERY LOTS THREE HUNDRED AND SEVENTY SIX (376) AND THREE HUNDRED SEVENTY SEVEN (377), OLD CITY TRACT, AS PER MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, ALL LYING AND BEING IN ESCAMBIA COUNTY, FLORIDA.

### PARCEL 2:

BEGIN AT THE NORTH LINE OF ROMANA STREET, 315.7 FEET EAST OF EAST LINE OF ALCANIZ STREET; NORTH 100 FEET; WEST 27.94 FEET; SOUTH 100 FEET; EAST 27.94 FEET TO BEGINNING, PART OF LOTS 377-378, CEMETERY LOTS, OLD CITY TRACT, SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, DESCRIBED ACCORDING TO MAP OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON AND COMPANY, 1903.

### PARCEL 3:

COMMENCE AT THE SOUTHWEST CORNER OF CEMETERY LOT 370, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906, SAID CORNER BEING THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF ALCANIZ STREET (R/W WIDTH VARIES) AND THE NORTH RIGHT OF WAY LINE OF ROMANA STREET (45' R/W); THENCE GO NORTH 78° 49' 31" EAST ALONG SAID NORTH RIGHT OF WAY LINE OF ROMANA STREET, FOR A DISTANCE OF 190.45 FEET TO THE SOUTHWEST CORNER OF CEMETERY LOT 375 FOR THE POINT OF BEGINNING;

THENCE GO NORTH 11° 12' 25" WEST ALONG THE WEST LINE OF SAID CEMETERY LOT 375, FOR A DISTANCE OF 100.07 FEET TO THE NORTHWEST CORNER OF SAID CEMETERY LOT 375; THENCE GO NORTH 78° 46' 03" EAST ALONG THE NORTH LINE OF SAID CEMETERY LOT 375 AND CEMETERY LOT 376, FOR A DISTANCE OF 66.80 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2736, AT PAGE 847, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 11° 10' 29" EAST ALONG THE EAST LINE OF SAID OFFICIAL RECORDS BOOK 2736, AT PAGE 847, FOR A DISTANCE OF 100.14 FEET TO THE SOUTHEAST CORNER OF SAID OFFICIAL RECORDS BOOK 2736, AT PAGE 847, SAID CORNER BEING ON THE AFORESAID NORTH RIGHT OF WAY LINE OF ROMANA STREET (45' R/W); THENCE GO SOUTH 78° 49' 31" WEST ALONG SAID NORTH RIGHT OF WAY LINE, FOR A DISTANCE OF 66.75 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS ALL CEMETERY LOT 375 AND A PORTION OF CEMETERY LOT 376, OLD CITY TRACT, CITY OF PENSACOLA, SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

#### PARCEL 4

THE EAST 18.37 FEET OF CEMETERY OF LOT 378 AND THE WEST 10 FEET OF CEMETERY LOT 379, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

#### PARCEL 5

THE WEST TWO FEET OF CEMETERY LOT 380 AND THE EAST 28 FEET OF CEMETERY LOT 379, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

#### PARCEL 6

LOTS 381 AND 382, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

PARCEL 7

THAT PORTION OF THE RIGHT OF WAY OF ARAGON STREET LYING BETWEEN THE EASTERN RIGHT OF WAY LINE OF ALCANIZ STREET AND THE WESTERN RIGHT OF WAY LINE OF FLORIDA BLANCA STREET; AND ALSO CEMETERY LOTS 409 THROUGH 423, BOTH INCLUSIVE, OLD CITY TRACT, ALL ACCORDING TO MAP OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1903.

PARCEL 8

THE WEST 19.63 FEET OF CEMETERY LOT 378, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

**EXHIBIT "B"**

(Description of disclosed environmental issues)

1. Letter from the Florida Department of Environmental Regulation to the City of Pensacola dated June 15, 1990 confirming eligibility for state administered cleanup of the Property;
2. Letter from Cameron-Cole, LLC to First Gulf Bank dated October 30, 2007 regarding the history of the contamination issues on the Property and the status of the cleanup for the Property at that time; and
3. Letter from Cameron-Cole, LLC to IHMC dated September 27, 2013 regarding petroleum contamination cleanup regarding the current status of the petroleum cleanup for the Property.

## CLOSING STATEMENT

BORROWER: Florida Institute for Human and Machine Cognition, Inc.

LENDER: Escambia County, Florida

PROPERTY: See Exhibit "A" attached hereto

OUR FILE NO.: SRM-13-7717

DATE: November 14, 2013

Total Loan Funds		\$12,000,000.00
Payoff Loan to PNC Bank		(\$ 3,738,721.53)
County Closing Expenses		(\$ 47,000.00)
Mortgage Recording Fees	\$ 195.50	
Assignment of Rents Recording Fees	\$ 61.00	
Construction Loan Agreement Recording Fees	\$ 290.50	
Environmental Indemnity Recording Fees	\$ 103.50	
Corporate Resolution Recording Fees	\$ 10.00	
UCC-1 Recording Fees (County)	\$ 52.50	
UCC-1 Filing Fees (State)	\$ 50.00	
Closing Fee	\$ 500.00	
Title Search Fee	\$ 250.00	
Lender's Title Policy (\$12,000,000.00)	\$ 30,325.00	
Endorsement 9 to Policy (Lender)	\$ 3,032.50	
Survey Endorsement to Policy (Lender)	\$ 100.00	(\$ 34,970.50)
Net Construction Funds Available		\$ 8,179,307.97

WE HEREBY AGREE AND CONSENT TO THE CHARGES AS OUTLINED ABOVE.

FLORIDA INSTITUTE FOR HUMAN AND  
MACHINE COGNITION, INC., a Florida  
not for profit corporation



---

By: Richard R. Baker  
Its: Director and Chair, Finance and Audit

## EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ESCAMBIA, STATE OF FL, AND IS DESCRIBED AS FOLLOWS:

### PARCEL 1:

A PIECE OR PARCEL OF LAND IN CEMETERY LOTS THREE HUNDRED SEVENTY SIX AND THREE HUNDRED SEVENTY SEVEN (376 AND 377), OLD CITY TRACT, DESCRIBED AS FOLLOWS: FROM A POINT ON THE NORTH LINE OF EAST ROMANA STREET BEGINNING TWO HUNDRED AND FIFTY EIGHT AND TWO TENTHS (258.2) FEET EAST OF THE EAST LINE OF ALCANIZ STREET; RUN THENCE NORTHWARD AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT THREE HUNDRED SEVENTY SIX (376); THENCE RUN EASTWARD ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT THREE HUNDRED SEVENTY SIX (376), A DISTANCE OF THIRTY AND FIVE TENTHS (30.5) FEET; THENCE RUN SOUTHWARD AT RIGHT ANGLES TO THE NORTH LINE OF EAST ROMANA STREET; THENCE RUN EASTWARD ALONG THE NORTH LINE OF EAST ROMANA STREET, A DISTANCE OF THIRTY AND FIVE TENTHS (30.5) FEET TO THE POINT OF BEGINNING, ALL LYING AND BEING IN CEMETERY LOTS THREE HUNDRED AND SEVENTY SIX (376) AND THREE HUNDRED SEVENTY SEVEN (377), OLD CITY TRACT, AS PER MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, ALL LYING AND BEING IN ESCAMBIA COUNTY, FLORIDA.

### PARCEL 2:

BEGIN AT THE NORTH LINE OF ROMANA STREET, 315.7 FEET EAST OF EAST LINE OF ALCANIZ STREET; NORTH 100 FEET; WEST 27.94 FEET; SOUTH 100 FEET; EAST 27.94 FEET TO BEGINNING, PART OF LOTS 377-378, CEMETERY LOTS, OLD CITY TRACT, SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, DESCRIBED ACCORDING TO MAP OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON AND COMPANY, 1903.

### PARCEL 3:

COMMENCE AT THE SOUTHWEST CORNER OF CEMETERY LOT 370, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906, SAID CORNER BEING THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF ALCANIZ STREET (R/W WIDTH VARIES) AND THE NORTH RIGHT OF WAY LINE OF ROMANA STREET (45' R/W); THENCE GO NORTH  $78^{\circ} 49' 31''$  EAST ALONG SAID NORTH RIGHT OF WAY LINE OF ROMANA STREET, FOR A DISTANCE OF 190.45 FEET TO THE SOUTHWEST CORNER OF CEMETERY LOT 375 FOR THE POINT OF BEGINNING; THENCE GO NORTH  $11^{\circ} 12' 25''$  WEST ALONG THE WEST LINE OF SAID CEMETERY LOT 375, FOR A DISTANCE OF 100.07 FEET TO THE NORTHWEST CORNER OF SAID CEMETERY LOT 375; THENCE GO NORTH  $78^{\circ} 46' 03''$  EAST ALONG THE NORTH LINE OF SAID CEMETERY LOT 375 AND CEMETERY LOT 376, FOR A DISTANCE OF 66.80 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2736, AT PAGE 847, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH  $11^{\circ} 10' 29''$  EAST ALONG THE EAST LINE OF SAID OFFICIAL RECORDS BOOK 2736, AT PAGE 847, FOR A DISTANCE OF 100.14 FEET TO THE SOUTHEAST CORNER OF SAID OFFICIAL RECORDS BOOK 2736, AT PAGE 847, SAID CORNER BEING ON THE AFORESAID NORTH RIGHT OF WAY LINE OF ROMANA STREET (45' R/W); THENCE GO SOUTH  $78^{\circ} 49' 31''$  WEST ALONG SAID NORTH RIGHT OF WAY LINE, FOR A DISTANCE OF 66.75 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS ALL CEMETERY LOT 375 AND A PORTION OF CEMETERY LOT 376, OLD CITY TRACT, CITY OF PENSACOLA, SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF CITY OF PENSACOLA,

PARCEL 4

THE EAST 18.37 FEET OF CEMETERY OF LOT 378 AND THE WEST 10 FEET OF CEMETERY LOT 379, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

PARCEL 5

THE WEST TWO FEET OF CEMETERY LOT 380 AND THE EAST 28 FEET OF CEMETERY LOT 379, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

PARCEL 6

LOTS 381 AND 382, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

PARCEL 7

THAT PORTION OF THE RIGHT OF WAY OF ARAGON STREET LYING BETWEEN THE EASTERN RIGHT OF WAY LINE OF ALCANIZ STREET AND THE WESTERN RIGHT OF WAY LINE OF FLORIDA BLANCA STREET; AND ALSO CEMETERY LOTS 409 THROUGH 423, BOTH INCLUSIVE, OLD CITY TRACT, ALL ACCORDING TO MAP OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1903.

PARCEL 8

THE WEST 19.63 FEET OF CEMETERY LOT 378, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

## PROMISSORY NOTE

\$12,000,000.00

Pensacola, Florida  
November 14, 2013

**FOR VALUE RECEIVED, FLORIDA INSTITUTE FOR HUMAN AND MACHINE COGNITION, INC.**, a Florida not for profit corporation ("Borrower"), promises to pay to the order of ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, its successors and assigns ("Lender"), the principal sum of TWELVE MILLION AND NO/100 DOLLARS (\$12,000,000.00), together with interest on the principal balance of this Promissory Note ("Note") from time to time remaining unpaid, from the date of disbursement by Lender hereof at the applicable interest rate hereinafter set forth, together with all other sums due hereunder or under the terms of the Loan Documents (as hereinafter defined), in lawful money of the United States of America. Principal, interest and all other sums due hereunder shall be payable at the office of Lender at, or at such other place either within or outside of the State of Florida as Lender may from time to time designate, without offset or deduction. Said principal and interest shall be paid over a term, at the times, and in the manner set forth below.

Payment. The outstanding principal balance of this Note shall bear interest at the rate of three and fourteen one-hundredths' percent (3.14%) per annum prior to default (and after default at the Default Rate, as defined below), and shall be amortized over a period of fifteen (15) years, with payments being made as shown on the Exhibit "A" attached hereto. Unless sooner paid, the entire remaining principal balance of this Note, plus accrued interest, shall be due and payable, in full, on the Maturity Date (defined below).

Maturity. The unpaid principal balance of this Note and all accrued and unpaid interest thereon, if not sooner paid, shall be due and payable in full on September 1, 2028 (the "Maturity Date").

Application of Payments. All payments shall be applied first to the payment of any costs, expenses, late charges or other similar amounts then owing to Lender and then to the payment of accrued and unpaid interest on this Note, and the balance, if any, shall be applied to the reduction of the outstanding principal balance of this Note. Interest due hereunder shall be calculated on the basis of a three hundred sixty-five (365) day year comprised of twelve (12) thirty (30) day months; provided, however, in no event shall the interest payable under the terms of this Note exceed the maximum rate of interest permitted under applicable law and therefore the Default Rate (defined below) shall be based upon simple interest, calculated on a three hundred sixty-five (365) day year or in the event of a leap year, a three hundred sixty six (366) day year.

Late Charge. The holder of this Note may collect a late charge, not to exceed an amount equal to five percent (5%) of the aggregate monthly installment, on each monthly installment which is not paid within ten (10) days from the due date thereof, for the purpose of covering the



extra expenses involved in handling delinquent installments. All late charges shall be immediately due and payable. Borrower shall reimburse Lender, upon demand, for any charges that Lender incurs as a result of any of Borrower's checks being returned unpaid by Borrower's bank, which charges shall be in addition to late charges and interest at the Default Rate.

Additional Provisions. This Note is secured by a Mortgage and Security Agreement (the "Mortgage") encumbering certain real property located in Escambia County, Florida, as more particularly described in the Mortgage, and by a Construction Loan Agreement (the "Loan Agreement"), all of even date herewith. The Mortgage and the Loan Agreement contain terms and provisions, which provide grounds for acceleration of the indebtedness evidenced by this Note, together with additional remedies in the event of default hereunder or thereunder. Failure on the part of Lender to exercise any right granted herein or in the Mortgage or the Loan Agreement shall not constitute a waiver of such right or preclude the subsequent exercise and enforcement thereof. This Note, the Mortgage, the Loan Agreement and all other documents and instruments executed as further evidence of, as additional security for, or in connection with, the indebtedness evidenced by this Note, including without limitation, any guaranties, are hereinafter collectively referred to as the "Loan Documents."

Except as herein otherwise provided, all parties to this Note, including endorser, and sureties, hereby jointly and severally waive presentment for payment, demand, protest, notice of protest, notice of demand and of nonpayment or dishonor and of protest, and any and all other notices and demands whatsoever, to the fullest extent allowed by applicable law, and agree to remain bound hereby until the principal and interest of this Note are paid in full, notwithstanding any extensions of time for payment which may be granted by Lender, even though the period of extension be indefinite, and notwithstanding any inaction by, or failure to assert any legal rights available to, Lender under this Note.

If the obligations evidenced by this Note, or any part hereof, are placed in the hands of an attorney for collection, whether by suit or otherwise, at any time, or from time to time, Lender, in each instance, shall be entitled to recover from Borrower reasonable attorneys' fees and all costs and expenses of such action, including without limitation, all reasonable attorneys' fees and costs incurred in finalizing a judgment and in establishing the amount of reasonable fees and costs to be awarded.

Default. If default shall be made in the payment of principal and/or interest on this Note as stipulated above or in the payment of any other sums due hereunder or under any of the other Loan Documents, or should any default be made in the performance of any of the terms, covenants and conditions contained herein or in any of the other Loan Documents, and such default is not cured within any applicable grace period (if any), then in any or all of such events, at the option of Lender, the entire outstanding principal balance of this Note, together with all accrued unpaid interest thereon and all other sums advanced by Lender on behalf of Borrower, shall become and be immediately due and payable then or thereafter as Lender may elect, regardless of the Maturity Date hereof and without notice unless notice is required under applicable law. All such amounts shall bear interest after default at the maximum allowable rate of interest which is permitted to be contracted for, charged or received under the laws of the State of Florida or, if controlling, the United States (the "Default Rate") from the date of such

default until paid. If any judgment is rendered in favor of Lender against Borrower in respect of Borrower's obligations under this Note, said judgment shall bear interest at the Default Rate.

During the existence of any default, Lender may apply any sums received, including but not limited to, insurance proceeds or condemnation awards, to any amount then due and owing hereunder or under the terms of any of the other Loan Documents as Lender may determine, and Lender is authorized, without notice to Borrower (the giving of notice being expressly waived by Borrower) to set off and apply any indebtedness owing or owed by Lender to Borrower against the indebtedness evidenced by this Note, although then contingent or unmatured. The rights of Lender under this paragraph are in addition to any other rights and remedies which Lender may have under this Note, or the other Loan Documents, at law or in equity.

Neither the right nor the exercise of the right herein granted unto Lender to apply such proceeds as aforesaid shall serve to cure the default or preclude Lender from exercising its option to cause the entire indebtedness evidenced by this Note to become immediately due and payable by reason of Borrower's default under the terms of this Note or any of the other Loan Documents.

Notwithstanding any provision of this Note to the contrary, during any period of default and regardless of any cure period applicable to such default, in each instance under this Note or any of the other Loan Documents in which either (i) Borrower is permitted to take an action without Lender's consent; or (ii) Lender's consent is to be exercised reasonably, Lender's consent shall be required and shall be granted or withheld in Lender's sole and absolute discretion.

Savings Clause; Severability. Notwithstanding any provisions herein or in the other Loan Documents to the contrary, the total liability for payments in the nature of interest shall not exceed the maximum allowable charges of interest which are permitted to be contracted for, charged or received under the laws of the State of Florida or, if controlling, the United States. Lender shall not be entitled to receive, collect or apply, as interest on the indebtedness evidenced hereby, any amount in excess of the maximum allowable rate of interest permitted to be charged by applicable law or regulations, as amended or enacted from time to time. In the event Lender ever receives, collects or applies, as interest, any such excess, such amount which would be excessive interest shall be applied to reduce the unpaid principal balance of the indebtedness evidenced by this Note. If the unpaid principal balance of such indebtedness has been paid in full, any remaining excess shall be forthwith paid to Borrower.

If any clauses or provisions herein contained operate or would prospectively operate to invalidate this Note, then such clauses or provisions only shall be held for naught, as though not herein contained and the remainder of this Note shall remain operative and in full force and effect.

Captions; Amendments. The captions set forth at the beginning of the various paragraphs of this Note are for convenience only and shall not be used to interpret or construe the provisions of this Note.

Borrower hereby waives the benefit of any exemption from creditors' rights, and agrees that: (i) any collateral, lien, and/or right of setoff securing any indebtedness evidenced by this Note may, from time to time, in whole or in part, be exchanged or released, and any person or entity liable on or with respect to this Note may be released, all without notice to or further reservations of rights against Borrower, and all without in any way affecting or releasing the liability of Borrower, any endorser or surety; and (ii) none of the terms or provisions hereof may be waived, altered, modified or amended orally, by course of conduct, dealing or performance, or otherwise, except as Lender may specifically agree in writing.

Governing Law; Jurisdiction and Venue; Binding Effect. The provisions of this Note shall be governed by and construed in accordance with the laws of the State of Florida (notwithstanding its provisions and principles on conflicts of laws) and, if controlling, by the laws of the United States. Borrower consents that jurisdiction and venue of any dispute arising in connection with this Note shall be in Escambia County, Florida and waives all objections thereto. The provisions of this Note shall be binding upon Borrower, its successors and assigns, and shall inure to the benefit of Lender, its successors and assigns.

Waiver of Jury Trial.

BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT BORROWER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF BORROWER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER EXTENDING CREDIT TO BORROWER. FURTHER, BORROWER HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF LENDER, NOR LENDER'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDER WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION.

*(end of text – signature pages to follow)*

**IN WITNESS WHEREOF**, Borrower has executed this Note as of the day and year first above written.

Borrower's Address:

40 South Alcaniz Street  
Pensacola, FL 32502

**BORROWER:**

FLORIDA INSTITUTE FOR HUMAN AND  
MACHINE COGNITION, INC., a Florida not  
for profit corporation



---

By: Richard R. Baker  
Its: Director and Chair, Finance and Audit

## EXHIBIT "A"

Payments of One Hundred One Thousand One Hundred Seventy-Nine and 33/100 Dollars (\$101,179.33) shall be due on the first (1<sup>st</sup>) day of December, 2013, and continuing on the first (1<sup>st</sup>) day of each and every month thereafter through and including September 1, 2014.

Payments of Eighty-Four Thousand Two Hundred Eighty-Seven and 33/100 Dollars (\$84,287.33) shall be due on the first (1<sup>st</sup>) day of October, 2014, and continuing on the first (1<sup>st</sup>) day of each and every month thereafter through and including September 1, 2015.

Payments of Eighty-Four Thousand Three Hundred Twenty and 80/100 Dollars (\$84,320.80) shall be due on the first (1<sup>st</sup>) day of October, 2015, and continuing on the first (1<sup>st</sup>) day of each and every month thereafter through and including September 1, 2016.

Payments of Eighty-Four Thousand Two Hundred Ninety-Nine and 32/100 Dollars (\$84,299.32) shall be due on the first (1<sup>st</sup>) day of October, 2016, and continuing on the first (1<sup>st</sup>) day of each and every month thereafter through and including September 1, 2017.

Payments of Eighty-Four Thousand Three Hundred Six and 22/100 Dollars (\$84,306.22) shall be due on the first (1<sup>st</sup>) day of October, 2017, and continuing on the first (1<sup>st</sup>) day of each and every month thereafter through and including September 1, 2018.

Payments of Eighty-Four Thousand Three Hundred Thirty-Eight and 88/100 Dollars (\$84,338.88) shall be due on the first (1<sup>st</sup>) day of October, 2018, and continuing on the first (1<sup>st</sup>) day of each and every month thereafter through and including September 1, 2019.

Payments of Eighty-Four Thousand Three Hundred Eleven and 37/100 Dollars (\$84,311.37) shall be due on the first (1<sup>st</sup>) day of October, 2019, and continuing on the first (1<sup>st</sup>) day of each and every month thereafter through and including September 1, 2020.

Payments of Eighty-Four Thousand Three Hundred Seven and 00/100 Dollars (\$84,307.00) shall be due on the first (1<sup>st</sup>) day of October, 2020, and continuing on the first (1<sup>st</sup>) day of each and every month thereafter through and including September 1, 2021.

Payments of Eighty-Four Thousand Three Hundred Twenty-Three and 17/100 Dollars (\$84,323.17) shall be due on the first (1<sup>st</sup>) day of October, 2021, and continuing on the first (1<sup>st</sup>) day of each and every month thereafter through and including September 1, 2022.

Payments of Eighty-Four Thousand Two Hundred Seventy-Three and 92/100 Dollars (\$84,273.92) shall be due on the first (1<sup>st</sup>) day of October, 2022, and continuing on the first (1<sup>st</sup>) day of each and every month thereafter through and including September 1, 2023.

Payments of Eighty-Four Thousand Three Hundred Twenty-Five and 92/100 Dollars (\$84,325.92) shall be due on the first (1<sup>st</sup>) day of October, 2023, and continuing on the first (1<sup>st</sup>) day of each and every month thereafter through and including September 1, 2024.

Payments of Eighty-Four Thousand Three Hundred Seven and 27/100 Dollars (\$84,307.27) shall be due on the first (1<sup>st</sup>) day of October, 2024, and continuing on the first (1<sup>st</sup>) day of each and every month thereafter through and including September 1, 2025.

Payments of Eighty-Four Thousand Three Hundred One and 30/100 Dollars (\$84,301.30) shall be due on the first (1<sup>st</sup>) day of October, 2025, and continuing on the first (1<sup>st</sup>) day of each and every month thereafter through and including September 1, 2026.

Payments of Eighty-Four Thousand Three Hundred Five and 40/100 Dollars (\$84,305.40) shall be due on the first (1<sup>st</sup>) day of October, 2026, and continuing on the first (1<sup>st</sup>) day of each and every month thereafter through and including September 1, 2027.

Payments of Eighty-Four Thousand Three Hundred Sixteen and 95/100 Dollars (\$84,316.95) shall be due on the first (1<sup>st</sup>) day of October, 2027, and continuing on the first (1<sup>st</sup>) day of each and every month thereafter through and including September 1, 2028.

Prepared by and return to:  
Stephen R. Moorhead  
McDonald Fleming Moorhead  
25 West Government St.  
Pensacola, FL 32502  
SRM-13-7717  
Parcel ID # 000S009002001402

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2013087338 11/15/2013 at 02:40 PM  
OFF REC BK: 7101 PG: 1442 - 1465 Doc Type: MTG3  
RECORDING: \$205.50

THIS MORTGAGE IS TO BE FILED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY AND SHALL CONSTITUTE A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF SECTION 679 OF THE FLORIDA STATUTES.

**NOTE TO RECORDER:** This document is exempt from intangible taxes in accordance with §199.183, Fla. Stat. (2013) and exempt from documentary stamps taxes in accordance with §201.24(1), Fla. Stat. (2013)

### **MORTGAGE AND SECURITY AGREEMENT**

**THIS MORTGAGE AND SECURITY AGREEMENT** (the "Mortgage") is made, executed and delivered as of the 14<sup>th</sup> day of November, 2013 by, **FLORIDA INSTITUTE FOR HUMAN AND MACHINE COGNITION, INC., A FLORIDA NOT FOR PROFIT CORPORATION** ("Borrower"), having an address at 40 South Alcaniz Street, Pensacola, FL 32502, to and in favor of **ESCAMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, its successors and assigns ("Lender"), having an office at 221 Palafox Place, Pensacola, FL 32502.

### **WITNESSETH:**

**WHEREAS**, Borrower is justly indebted to Lender in the original principal sum of TWELVE MILLION AND NO/100 DOLLARS (\$12,000,000.00) with interest thereon, which indebtedness is evidenced by that certain Promissory Note of even date herewith in such amount made by Borrower in favor of Lender, which Promissory Note is due and payable on November 30, 2028 (together with all amendments thereto and all other notes given in substitution, modification, increase, renewal or extension thereof, in whole or in part, hereinafter referred to as the "Note"); and

**WHEREAS**, Lender, as a condition precedent to the extension of credit and the making of the loan evidenced by the Note (the "Loan"), has required that Borrower provide Lender with security for the repayment of the indebtedness evidenced by the Note, as well as for the performance, observance and discharge by Borrower of the covenants, conditions and agreements made by Borrower to, with, in favor of and for the benefit of Lender with respect to said indebtedness and such security.

**NOW, THEREFORE**, in consideration of and in order to secure the repayment of the indebtedness evidenced by the Note, together with interest on such indebtedness, as well as the payment of all other sums of money secured hereby, as hereinafter provided, and also to secure the observance, performance and discharge by Borrower of all covenants, conditions and agreements set forth in the Note, this Mortgage and in all other documents and instruments executed and delivered by Borrower to and in favor of Lender for the purpose of further securing

the repayment of the indebtedness evidenced and represented by the Note (collectively, the "Loan Documents"), and in order to charge the properties, interests and rights hereinafter described with such payment, observance, performance and discharge, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Borrower does hereby grant, bargain, sell, alien, remise, release, convey, assign, transfer, pledge, deliver, set over, hypothecate, warrant and confirm unto Lender, its successors and assigns forever, all of Borrower's right, title and interest in and to the following described properties, rights and interests and all replacements thereof, substitutions therefor and additions thereto (all of which are hereinafter together referred to as the "Property");

**ALL THAT** certain piece, parcel or tract of land or real property of which Borrower is now seized and in actual or constructive possession, situated in Escambia County, Florida, as more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "Real Property");

**TOGETHER WITH** all oil, gas and mineral rights, royalties, gas rights, water, water rights, water stock, flowers, shrubs, lawn plants, crops, trees, timber and other emblements now or hereafter located on, under or above all or any part of the Real Property;

**TOGETHER WITH** all and singular, the tenements, hereditaments, strips and gores, rights-of-way, easements, privileges and other appurtenances now or hereafter belonging or in any way appertaining to the Real Property, including, without limitation, all right, title and interest of Borrower in any after-acquired right, title, interest, remainder or reversion in and to the beds of any ways, streets, avenues, roads, alleys, passages and public places, open or proposed, in front of, running through, adjoining or adjacent to said Real Property (the "Appurtenances");

**TOGETHER WITH** all buildings, structures and other improvements of any kind, nature or description now or hereafter erected, constructed, placed, located, or situated upon the Real Property (the "Improvements"), including, without limitation, any and all additions to, substitutions for and replacements of such Improvements;

**TOGETHER WITH** all the rights, title and interests of Borrower in and to all fixtures, goods, inventory, chattels, construction supplies and materials, fittings, furniture, furnishings, equipment, machinery, apparatus, appliances, and other items of personal property, whether tangible or intangible, of any kind, nature or description, whether now owned or hereafter acquired by Borrower, including, without limitation, all signs and displays; all heating, air conditioning, water, gas, lighting, incinerating, and power equipment; all engines, compressors, pipes, pumps, tanks, motors, conduits, wiring, and switchboards; all plumbing, lifting, cleaning, fire prevention, fire extinguishing, sprinkling, refrigerating, ventilating, waste removal and communications equipment and apparatus; all boilers, furnaces, oil burners, vacuum cleaning systems, elevators, and escalators; all stoves, ovens, ranges, disposal units, dishwashers, water heaters, exhaust systems, refrigerators, cabinets and partitions; all rugs, attached floor coverings, curtains, rods, draperies, and carpets; all building materials, tools, shades, awnings, blinds, screens, storm doors and windows; and all general intangibles, inventory, contract rights, accounts receivable, chattel paper, documents and business records, of every kind, including, without limitation, any and all licenses, permits, franchises, trademarks, trade names, service



marks, or logos; all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, and guaranties, and all warranties, certificates and entitlements, and all choses in action; any of which is, are or shall hereafter be located upon, attached to, affixed to or used or useful, either directly or indirectly, in connection with the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Real Property, Improvements and Appurtenances (hereinafter sometimes referred to as the "Fixtures and Personal Property," which term expressly excludes any toxic wastes or substances deemed hazardous under federal, regional, state or local laws);

**TOGETHER WITH** any and all present or future leases, licenses, concessions, occupancy agreements, contracts, contract rights, rents, royalties, issues, revenues, income, profits, proceeds, accounts, deposits, reserves, security deposits, escrows, impounds, income and other benefits, including accounts receivable, of, accruing to or derived from the Real Property, Improvements and Appurtenances and any business or enterprise presently situated or hereafter operated thereon and therewith (hereinafter sometimes referred to as the "Rents");

**TOGETHER WITH** and all property tax refunds; and all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now owned or hereafter acquired by Borrower;

**TOGETHER WITH** any and all awards, payments or settlements, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right to eminent domain, (b) the alteration of the grade of any street, (c) any other injury, damage or casualty to, taking of, or decrease in the value of, the Property, or (d) proceeds of insurance and condemnation awards, to the extent of all amounts which may be secured by this Mortgage at the date of any such award or payment, including but not limited to Reasonable Attorneys' Fees (as hereinafter defined) and costs and disbursements incurred by Lender in connection with the collection of such award or payment;

**TOGETHER WITH** all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof.

**TO HAVE AND TO HOLD** the foregoing Property and the rights hereby granted for the use and benefit of Lender, its successors and assigns, in fee simple forever;

**AND** Borrower covenants and warrants with and to Lender that Borrower is indefeasibly seized of the Property and has good right, full power, and lawful authority to convey and encumber all of the same as aforesaid; that Borrower hereby fully warrants the title to the Property and will defend the same and the validity and priority of the lien and encumbrance of this Mortgage against the lawful claims of all persons whomsoever; and Borrower further warrants that the Property is free and clear of all liens and encumbrances of any kind, nature or description, save and except only (with respect to said Real Property and Appurtenances) for real property taxes for 2014 and subsequent years (which are not yet due and payable) and those matters set forth as exceptions in the title insurance commitment or pro forma policy issued precedent to the issuance of a Lender's Policy of Title Insurance insuring the first lien priority of this Mortgage (the "Permitted Exceptions");

**PROVIDED ALWAYS**, however, that if Borrower shall pay unto Lender the indebtedness evidenced by the Note, and if Borrower shall duly, promptly and fully perform, discharge, execute, effect, complete and comply with and abide by each and every one of the agreements, conditions and covenants of the Note, this Mortgage and all other documents and instruments executed as further evidence of or as security for the indebtedness secured hereby, then this Mortgage and the estates and interests hereby granted and created shall cease, terminate and be null and void, and shall be discharged of record at the expense of Borrower, which expense Borrower agrees to pay;

**AND** Borrower, for the benefit of Lender, and its successors and assigns, does hereby expressly covenant and agree:

1. Payment of Principal and Interest. To pay the principal of the indebtedness evidenced by the Note, together with all interest thereon, in accordance with the terms of the Note, promptly at the times, at the place and in the manner that said principal and interest shall become due, and to promptly and punctually pay all other sums required to be paid by Borrower pursuant to the terms of the Note, the Loan Agreement, this Mortgage, the Security Agreement, the Assignment of Leases, Rents and Profits and all other documents and instruments executed as further evidence of, as additional security for or in connection with the indebtedness evidenced by the Note and secured by aforementioned loan documents (collectively, the "Loan Documents").

2. Performance of Other Obligations. To perform, comply with and abide by each and every one of the covenants, agreements and conditions contained and set forth in the regulations and orders of any governmental authorities having jurisdiction over the Property which now or hereafter affect the Property or requires any alterations or improvements to be made thereon, and perform all of its obligations under any covenant, condition, restriction or agreement affecting the Property and to insure that at all times the Property constitutes one or more legal lots capable of being conveyed without violation of any applicable subdivision or platting laws, ordinances, rules or regulations, or other laws relating to the division or separation of real property.

3. Preservation and Maintenance of Property; Accessibility; Hazardous Waste.

(i) To keep all Improvements now existing or hereafter erected on the Real Property in good condition and repair and not to do or permit waste, impairment or deterioration thereof or thereon, nor to alter, remove or demolish any of the Improvements without the prior written consent of Lender, nor to initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Property or any part thereof, nor to grant or release any easements, licenses or rights-of-way with respect to the Property, nor to do or permit any other act whereby the Property shall become less valuable, be used for purposes contrary to applicable law or used in any manner which will increase the premium for or result in a termination or cancellation of the insurance policies hereinafter required to be kept and maintained on the Property. In furtherance of, and not by way of limitation upon, the foregoing covenants, Borrower shall effect such repairs as Lender may reasonably require, and from time to time make all needful and proper replacements so that the Appurtenances, Improvements, and fixtures and

personal property will, at all times, be in good condition, fit and proper for the respective purposes for which they were originally erected or installed.

(ii) Borrower at all times shall maintain the Property in full compliance with all applicable federal, state or municipal laws, ordinances, rules and regulations currently in existence or hereinafter enacted or rendered governing accessibility for the disabled or handicapped, including, but not limited to, The Architectural Barriers Act of 1968, The Rehabilitation Act of 1973, The Fair Housing Act of 1988, The Americans with Disabilities Act, The Florida Accessibility Code and The Florida Americans With Disabilities Accessibility Implementation Act, and all regulations and guidelines promulgated under any of the foregoing, as the same may be amended from time to time (collectively, the "Accessibility Laws"). Borrower agrees to indemnify Lender and hold Lender harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against Lender arising, either directly or indirectly, out of any noncompliance of the Property with any Accessibility Laws or any claimed breach or violation thereof by Borrower or the Property, regardless of whether or not caused by, or within the control of Borrower.

Borrower at all times shall keep the Property and ground water of the Property free of Hazardous Materials (as defined below). Borrower shall not and shall not knowingly permit any Lessee or any third party requiring the consent of Borrower to enter the Property, to use, generate, manufacture, treat, store, release, threaten release, or dispose of Hazardous Materials in, on or about the Property or the ground water of the Property in violation of any federal, regional, state or local law, decision, statute, rule, ordinance or regulation currently in existence or hereinafter enacted or rendered. Borrower shall give Lender prompt written notice of any claim by any person, entity, or governmental agency that a significant release or disposal of Hazardous Materials has occurred in, on or under the Property in excess of legal limits. Borrower, through its professional engineers or consultants and at its cost, shall promptly and thoroughly investigate suspected contamination of the Property resulting from Hazardous Materials. Borrower shall forthwith remove, repair, clean up, and/or detoxify any Hazardous Materials found on the Property or in the ground water of the Property if such actions are required by Hazardous Waste Laws (as defined below), and whether or not Borrower was responsible for the existence of the Hazardous Materials in, on or about the Property or the ground water of the Property. In addition, Borrower shall not incorporate any underground storage tanks into the Real Property.

"Hazardous Materials" for purposes of this Mortgage shall include, but not be limited to, all toxic or hazardous materials, chemicals, wastes, pollutants or similar substances, including, without limitation, Petroleum (as defined below), asbestos insulation and/or urea formaldehyde insulation, which are regulated, governed, restricted or prohibited by any federal, state or local law, decision, statute, rule, regulation or ordinance currently in existence or hereafter enacted or rendered (collectively, the "Hazardous Waste Laws") including, but not limited to, those materials or substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "pollutants" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., the

Clean Air Act, 42 U.S.C. Section 7401 et seq., the Clean Water Act, 33 U.S.C. Section 1251 et seq., Florida Statutes Chapters 376, 403 and 404, any similar environmental laws of the United States of America or the State of Florida, and any rules and regulations promulgated thereunder, all as presently or hereafter amended. "Petroleum" for purposes of this Mortgage shall include, without limitation, oil or petroleum of any kind and in any form including, but not limited to, oil, petroleum, fuel oil, oil sludge, oil refuse, oil mixed with other waste, crude oil, gasoline, diesel fuel and kerosene.

Borrower hereby agrees to defend and indemnify Lender and hold Lender harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Lender for, with respect to, or as a direct or indirect result of, the presence in, on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharge or release from, the Property of any Hazardous Materials (including, without limitation, any losses, liabilities, damages, fines, injuries, costs, expenses or claims asserted or arising under any Hazardous Waste Laws), regardless of the source of origination and whether or not caused by, or within the control of, Borrower.

(iii) Lender, and/or its agents, shall have the right and shall be permitted, but shall not be required, at all reasonable times, to enter upon and inspect the Property to insure compliance with the foregoing covenants and any and all other covenants, agreements and conditions set forth in this Mortgage.

The provisions of this Section 3 and similar provisions in this Mortgage and the other Loan Documents concerning Hazardous Materials shall survive repayment of the Note and satisfaction of this Mortgage or Lender's acquisition of title to the Property by foreclosure of this Mortgage or acceptance of a deed in lieu thereof.

4. Payment of Taxes, Assessments and Other Charges. To pay all and singular such taxes, assessments and other charges as are levied or assessed or that may be hereafter levied or assessed upon or against the Property, when the same shall become due and payable according to law, before the same become delinquent, and before any interest or penalty shall attach thereto, and to deliver official receipts evidencing the payment of the same to Lender not later than thirty (30) days prior to the delinquency. Borrower shall have the right to contest, in good faith, and in accordance with applicable laws and procedures, the proposed assessment of ad valorem taxes or special assessments by governmental authorities having jurisdiction over the Property; provided, however, Borrower shall give written notice thereof to Lender and Lender may, in its sole discretion, require Borrower to post a bond or other collateral satisfactory to Lender in connection with any such action by Borrower.

5. Payment of Liens, Charges and Encumbrances. To immediately pay and discharge from time to time when the same shall become due all lawful claims and demands of contractors, mechanics, materialmen, laborers and others which, if unpaid, might result in, or permit the creation of, a lien, charge or encumbrance upon the Property or any part thereof, or on the rents, issues, income, revenues, profits and proceeds arising therefrom and, in general, to do or cause to be done everything necessary so that the lien of this Mortgage shall be fully preserved at the cost of Borrower, without expense to Lender. Borrower shall have the right to contest, in good faith, and in accordance with applicable laws and procedures, construction liens

filed against the Property; provided however, that Borrower shall give written notice thereof to Lender, and Lender may, in its sole discretion, require Borrower to post a bond or other collateral satisfactory to Lender in connection with any such action by Borrower.

6. Payment of Encumbrances. To permit no default or delinquency under any other lien, imposition, charge or encumbrance against the Property, even though junior and inferior to the lien of this Mortgage; provided, however, the foregoing shall not be construed to permit any other lien or encumbrance against the Property.

7. Payment of Mortgage Taxes. To pay any and all taxes which may be levied or assessed directly or indirectly upon the Note and/or this Mortgage (except for income taxes payable by Lender) or the debt secured hereby (including, without limitation, documentary stamp and intangible taxes), without regard to any law which may be hereafter enacted imposing payment of the whole or any part thereof upon Lender, its successors or assigns. Upon violation of this agreement to pay such taxes levied or assessed upon the Note and/or this Mortgage, or upon the rendering by any court of competent jurisdiction of a decision that such an agreement by Borrower is legally inoperative, or if any court of competent jurisdiction shall render a decision that the rate of said tax when added to the rate of interest provided for in the Note exceeds the then maximum rate of interest allowed by law, then, and in any such event, the debt hereby secured shall, at the option of Lender, its successors or assigns, become immediately due and payable, anything contained in this Mortgage or in the Note secured hereby notwithstanding. The additional amounts which may become due and payable hereunder shall be part of the debt secured by this Mortgage.

8. Insurance. Borrower, at its sole cost and expense, shall obtain and maintain during the entire term of this Loan, or cause to be maintained, insurance policies for Borrower and the Property providing at least the following coverages:

(a) property insurance against loss or damage by fire, lightning, riot and civil commotion, vandalism, malicious mischief, burglary and theft, terrorism and such other perils as are normally included in a "special form" policy (formerly known as an "all-risk" policy), (A) in an amount equal to no less than eighty percent (80%) of the "Full Replacement Cost" of the Property, which for purposes of this Mortgage shall mean actual replacement value (exclusive of costs of excavations, foundations, underground utilities and footings) with a waiver of depreciation and a deductible in an amount acceptable to Lender; (B) containing an agreed amount endorsement with respect to the Improvements and personal property at the Property waiving all co-insurance provisions; and (C) containing an "Ordinance or Law Coverage" or "Enforcement" endorsement if any of the Improvements or the use of the Property shall at any time constitute legal non-conforming structures or uses, and compensating for loss of value or property resulting from operation of law and the cost of demolition and the increased cost of construction in amounts as required by Lender;

(b) commercial general liability insurance, including a broad form comprehensive general liability endorsement and coverages against claims for personal injury, bodily injury, death or property damage occurring upon, in or about the Property, such insurance (A) to be on the so-called "occurrence" form and containing minimum limits per occurrence of One Million and No/100 Dollars (\$1,000,000.00), with a combined limit per policy year,

excluding umbrella coverage, of not less than Two Million and No/100 Dollars (\$2,000,000.00); (B) to continue at not less than the aforesaid limit until required to be changed by Lender by reason of changed economic conditions making such protection inadequate; and (C) to cover at least the following hazards: (1) premises and operations; (2) products and completed operations on an "if any" basis; and (3) independent contractors.

(c) windstorm insurance in an amount equal one hundred percent (100%) of the Full Replacement Cost of the Property, with a deductible that shall not exceed Five Hundred Thousand Dollars (\$500,000.00).

(d) All insurance provided for in Section 8 shall be obtained under valid and enforceable policies (collectively, the "Policies" or in the singular, the "Policy") and shall be subject to the approval of Lender as to form and substance, including insurance companies, amounts, deductibles, loss payees and insureds. Not less than ten (10) days prior to the expiration dates of the Policies theretofore furnished to Lender, certificates of insurance evidencing the Policies. Any blanket insurance Policy shall specifically allocate to the Property the amount of coverage from time to time required hereunder and shall otherwise provide the same protection as would a separate Policy insuring only the Property in compliance with the provisions of Section 8.

(e) All Policies of insurance provided for in Section 8 shall contain clauses or endorsements to the effect that the Policy shall not be canceled or terminated without at least thirty (30) days written notice to Lender and any other party named therein as an additional insured and shall not be materially changed (other than to increase the coverage provided thereby) without such a thirty (30) day notice.

(f) If at any time Lender is not in receipt of written evidence that all insurance required hereunder is in full force and effect, Lender shall have the right, without notice to Borrower, to take such action as Lender deems necessary to protect its interest in the Property, including the obtaining of such insurance coverage as Lender in its sole discretion deems appropriate and all premiums incurred by Lender in connection with such action or in obtaining such insurance and keeping it in effect (including, without limitation, reasonable attorney's fees) shall be paid by Borrower to Lender upon demand and until paid shall be secured by the Mortgage and shall bear interest at the Default Rate.

(g) In the event of foreclosure of the Mortgage or other transfer of title to the Property in extinguishment in whole or in part of the Borrower's obligations, all right, title and interest of Borrower in and to the Policies that are not blanket Policies then in force concerning the Property and all proceeds payable thereunder shall thereupon vest in the purchaser at such foreclosure or Lender or other transferee in the event of such other transfer of title.

(h) Insurance Company. All Policies required hereunder shall be issued by companies authorized to do business in the state where the Property is located, with a financial strength and claims paying ability rating of at least A-:VIII" from A.M. Best Company or "A3" (or the equivalent) from Moody's Investors Service, Inc. or "A-" from Standard & Poor's Ratings Service; (ii) shall, with respect to all property insurance policies, name Lender and its successors and/or assigns as their interest may appear as Lender and Mortgagee; (iii) shall, with

respect to all property insurance policies and rental loss and/or business interruption insurance policies, contain a Standard Mortgagee Clause and a Lender's Loss Payable Endorsement, or their equivalents, naming Lender and its successors and/or assigns as the person to whom all payments made by such insurance company shall be paid; (iv) shall, with respect to all liability policies, name Lender and its successors and/or assigns as an additional insured; (v) shall contain a waiver of subrogation against Lender; (vi) shall contain such provisions as Lender deems reasonably necessary or desirable to protect its interest including endorsements providing (A) that neither Borrower, Lender nor any other party shall be a co-insurer under said Policies, (B) that Lender shall receive at least thirty (30) days prior written notice of any modification, reduction or cancellation, and (C) for a deductible per loss of an amount not more than that which is customarily maintained by prudent owners of properties with a standard of operation and maintenance comparable to and in the general vicinity of the Property, but in no event in excess of an amount reasonably acceptable to Lender; and (vii) shall be satisfactory in form and substance to Lender and shall be approved by Lender as to amounts, form, risk coverage, deductibles, loss payees and insureds. No property or rental loss/business interruption insurance policy required hereunder shall include any so called "terrorist exclusion" or similar exclusion or exception to insurance coverage relating to the acts of terrorist groups or individuals.

9. Compliance With Laws. To observe, abide by and comply with all statutes, ordinances, laws, orders, regulations, rules, requirements or decrees relating to the Property enacted, promulgated or issued by any federal, state, county or local governmental authority or any agency or subdivision thereof having jurisdiction over Borrower or the Property, and to observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, but not limited to, zoning, variances, special exceptions and nonconforming uses), privileges, franchises and concessions which are applicable to the Property or which have been granted to or contracted for by Borrower in connection with any existing, presently contemplated or future use of the Property.

10. Maintenance of Permits. To obtain, keep and constantly maintain in full force and effect during the entire term of this Mortgage, all certificates, licenses and permits necessary to keep the Property operating and, except as specifically provided for in this Mortgage, not to assign, transfer or in any manner change such certificates, licenses or permits without first receiving the written consent of Lender.

11. Execution of Additional Documents. To do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers, assurances and other instruments, including security agreements and financing statements, as Lender shall from time to time require for the purpose of better assuring, conveying, assigning, transferring and confirming unto Lender the Property and rights hereby encumbered, created, conveyed, assigned or intended now or hereafter so to be encumbered, created, conveyed or assigned or which Borrower may now be or may hereafter become bound to encumber, create, convey, or assign to Lender, or for the purpose of carrying out the intention or facilitating the performance of the terms of this Mortgage, or for filing, registering or recording this Mortgage, and to pay all filing, registration or recording fees and all taxes, costs and other expenses, including Reasonable Attorneys' Fees, incident to the preparation, execution, acknowledgment, delivery and recordation of any of the same.

12. After-Acquired Property Secured. It is understood and agreed that all right, title and interest of Borrower in and to all extensions, improvements, betterments, renewals, substitutions and replacements of, and all additions and appurtenances to, the Property hereinabove described, hereafter acquired by or released to Borrower, or constructed, assembled or placed by Borrower on the Real Property, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, encumbrance, conveyance, assignment or other act by Borrower, shall become subject to the lien of this Mortgage as fully and completely and with the same effect as though now owned by Borrower and specifically described herein, but at any and all times Borrower will execute and deliver to Lender any and all such further assurances, mortgages, conveyances, or assignments thereof or security interests therein as Lender may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Mortgage.

13. Payments by Lender on Behalf of Borrower. Should Borrower fail to make payment of any taxes, assessments or public charges on or with respect to the Property before the same shall become delinquent, or shall fail to make payment of any insurance premiums or other charges, impositions, or liens herein or elsewhere required to be paid by Borrower, then Lender, at its sole option, but without obligation to do so, may make payment or payments of the same and also may redeem the Property from tax sale without any obligation to inquire into the validity of such taxes, assessments and tax sales. In the case of any such payment by Lender, Borrower agrees to reimburse Lender, upon demand therefor, the amount of such payment and of any fees and expenses attendant in making the same, together with interest thereon at the highest rate of interest then allowable by the laws of the State of Florida or, if controlling, the laws of the United States, and until paid such amounts and interest shall be added to and become part of the debt secured hereby to the same extent that this Mortgage secures the repayment of the indebtedness evidenced by the Note. In making payments hereby authorized by the provisions of this Paragraph 13, Lender may do so whenever, in its sole judgment and discretion, such advance or advances are necessary or desirable to protect the full security intended to be afforded by this instrument. Neither the right nor the exercise of the right herein granted unto Lender to make any such payments as aforesaid shall preclude Lender from exercising its option to cause the whole indebtedness secured hereby to become immediately due and payable by reason of Borrower's default in making such payments as hereinabove required.

14. Casualty. If the Property shall be damaged or destroyed, in whole or in part, by fire or other casualty (a "Casualty"), Borrower shall give prompt notice of such damage to Lender and shall promptly commence and diligently prosecute the completion of the restoration of the Property as nearly as possible to the condition the Property was in immediately prior to such Casualty, with such alterations as may be reasonably approved by Lender and otherwise in accordance with this Mortgage. Borrower shall pay all costs of such restoration whether or not such costs are covered by insurance. Lender may, but shall not be obligated to make proof of loss if not made promptly by Borrower. In addition, Lender may participate in any settlement discussions with any insurance companies with respect to any Casualty.

15. Condemnation. Borrower shall promptly give Lender notice of the actual or threatened commencement of any proceeding for the Condemnation of all or any portion of the Property and shall deliver to Lender copies of any and all papers served in connection with such



proceedings. Lender may participate in any such proceedings, and Borrower shall from time to time deliver to Lender all instruments requested by it to permit such participation. Borrower shall, at its expense, diligently prosecute any such proceedings, and shall consult with Lender, its attorneys and experts, and cooperate with them in the carrying on or defense of any such proceedings. Notwithstanding any taking by any public or quasi-public authority through Condemnation or otherwise (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of such taking), Borrower shall continue to pay the indebtedness owed Lender under the Loan Documents at the time and in the manner provided for its payment in the Note and in this Mortgage and the indebtedness shall not be reduced until any award shall have been actually received and applied by Lender, after the deduction of expenses of collection, to the reduction or discharge of the debt. Lender shall not be limited to the interest paid on the award by the condemning authority but shall be entitled to receive out of the award interest at the rate or rates provided herein or in the Note. If the Property or any portion thereof is taken by a condemning authority, Borrower shall promptly commence and diligently prosecute the restoration of the Property. If the Property is sold, through foreclosure or otherwise, prior to the receipt by Lender of the award, Lender shall have the right to receive the award, or a portion thereof sufficient to pay the all of the obligations under this Mortgage, the Note and any of the other Loan Documents.

16. Costs of Collection. In the event that the Note secured hereby is placed in the hands of an attorney for collection, or in the event that Lender shall become a party either as plaintiff or as defendant, in any action, suit, appeal or legal proceeding (including, without limitation, foreclosure, condemnation, bankruptcy or administrative proceedings or any proceeding wherein proof of claim is by law required to be filed), hearing, motion or application before any court or administrative body in relation to the Property or the lien and security interest granted or created hereby or herein, or for the recovery or protection of said indebtedness or the Property, or for the foreclosure of this Mortgage, Borrower shall save and hold Lender harmless from and against any and all costs and expenses incurred by Lender on account thereof, including, but not limited to, Reasonable Attorneys' Fees, title searches and abstract and survey charges, at all trial and appellate levels, and including in administrative, alternative dispute resolution, insolvency and bankruptcy proceedings, and Borrower shall repay, on demand, all such costs and expenses, together with interest thereon at the Default Rate (as defined below); all of which sums, if unpaid, shall be added to and become a part of the indebtedness secured hereby. Without limiting the foregoing, Borrower shall reimburse Lender for any and all out of pocket expenses, including, but not limited to, Reasonable Attorneys' Fees, incurred by Lender in reviewing and/or approving any documents requested by Borrower, or otherwise incurred by Lender in exercising its rights pursuant to this Mortgage, the Note, or any of the other Loan Documents. Borrower acknowledges that Lender will charge and Borrower shall pay an administrative fee based upon the amount of time and effort required by Lender's in-house staff to review and approve or disapprove any request made by Borrower; such fee will be determined by Lender at the time a request is made by Borrower and Borrower shall pay such fee before, and as a condition to, Lender's consideration of any request. Payment of such fee and other expenses incurred by Lender shall not be construed as Lender's approval of such request nor require Lender to approve any request.

17. Default Rate. "Default Rate" shall be defined as any sums not paid when due, whether maturing by lapse of time or by reason of acceleration under the provisions of the Note

or this Mortgage, and whether principal, interest or money owing for advancements pursuant to the terms of this Mortgage or any of the other Loan Documents, which shall bear interest until paid at the maximum allowable charges of interest which are permitted to be contracted for, charged or received under the laws of the State of Florida or, if controlling, the United States of America, all of which sums shall be added to and become a part of the indebtedness secured hereby.

18. Savings Clause; Severability. Notwithstanding any provisions in the Note or in this Mortgage to the contrary, the total liability for payments in the nature of interest including default interest and late payment charges shall not exceed the limits imposed by the laws of the State of Florida or, if controlling, the United States of America relating to maximum allowable charges of interest. Lender shall not be entitled to receive, collect or apply, as interest on the indebtedness evidenced by the Note, any amount in excess of the maximum lawful rate of interest permitted to be charged by applicable law. In the event Lender ever receives, collects or applies as interest any such excess, such amount which would be excessive interest shall be applied to reduce the unpaid principal balance of the indebtedness evidenced by the Note. If the unpaid principal balance of such indebtedness has been paid in full, any remaining excess shall be forthwith paid to Borrower. If any clauses or provisions in the Note, this Mortgage, or the other Loan Documents shall operate or would prospectively operate to invalidate this Mortgage, then such clauses or provisions only shall be held for naught, as though not herein contained and the remainder of this Mortgage shall remain operative and in full force and effect.

19. Bankruptcy, Reorganization or Assignment. Except as hereinafter provided, it shall be a default under this Mortgage if Borrower shall: (a) elect to dissolve and liquidate its business organization and windup its business affairs without receiving the prior written approval of Lender; (b) consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets; (c) be adjudicated as bankrupt or insolvent, or file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due; (d) make a general assignment for the benefit of creditors; (e) file a petition under or take advantage of any insolvency law; (f) file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding or fail to cause the dismissal of such petition within sixty (60) days after the filing of said petition; (g) take action for the purpose of effecting any of the foregoing; or (h) if any order, judgment or decree shall be entered upon an application of a creditor by a court of competent jurisdiction approving a petition seeking appointment of a receiver or trustee of all or a substantial part of its assets and such order, judgment or decree shall continue unstayed and in effect for a period of sixty (60) days.

20. Time is of the Essence; Monetary and Non-Monetary Defaults; Acceleration. It is understood by Borrower that time is of the essence hereof in connection with all obligations of Borrower herein and in the Note, the Assignment, and in any of the other Loan Documents evidencing or securing the Note.

If: (a) any Monetary Default (as defined below) shall be made in the payment of any monthly installment of principal and interest due under the Note or of any other monetary obligation under the Note, whether of principal or interest, or both, or in the payment of any other sums of money referred to herein or in the Note or any other Loan Documents, promptly and fully when the same shall be due without notice or demand from Lender to Borrower, or (b)

any Incurable Default (as defined below) shall occur, or (c) any Non-Monetary Default (as defined below) shall be made by Borrower in any one of the agreements, conditions or covenants of the Note, this Mortgage, or any of the other Loan Documents, or in the event that each and every one of said agreements, conditions and covenants are not otherwise duly, promptly and fully discharged or performed, and any Non-Monetary Default remains uncured for a period of thirty (30) days after written notice thereof from Lender to Borrower has been delivered in the manner provided in the provisions regarding notices, Lender, at its sole option, may thereupon or thereafter declare the indebtedness evidenced by the Note, as well as all other monies secured hereby, including, without limitation, any late payment charges, to be forthwith due and payable, whereupon the principal of and the interest accrued on the indebtedness evidenced by the Note and all other sums secured by this Mortgage, at the option of Lender, shall immediately become due and payable as if all of said sums of money were originally stipulated to be paid on such day, and thereupon, Lender may avail itself of all rights and remedies provided by law and may foreclose or prosecute a suit at law or in equity as if all monies secured hereby had matured prior to its institution, anything in this Mortgage or in the Note to the contrary notwithstanding. Lender shall have no obligation to give Borrower notice of, or any period to cure, any Monetary Default or any Incurable Default (as defined below) prior to exercising its right, power and privilege to accelerate the maturity of the indebtedness secured hereby. In the event a Non-Monetary Default is not capable of being cured within thirty (30) days, provided that Borrower is diligently attempting to cure such Non-Monetary Default, the cure period may be reasonably extended at Lender's discretion, not to exceed a total of sixty (60) days.

As used herein, the term "Monetary Default" shall mean any default which can be cured by the payment of money such as, but not limited to, the payment of principal and interest due under the Note and the payment of taxes, assessments and insurance premiums when due as provided in this Mortgage. As used herein, the term "Incurable Default" shall mean (a) the making of any voluntary or involuntary sale, assignment, mortgage, encumbrance, or transfer in violation of the covenants contained herein; or (b) if Borrower makes an assignment for the benefit of creditors, becomes insolvent, or files a petition in bankruptcy (including but not limited to, a petition seeking a rearrangement or reorganization). As used herein, the term "Non-Monetary Default" shall mean any default which is not a Monetary Default or an Incurable Default.

Notwithstanding any provision of this Mortgage to the contrary, during any period of default and regardless of any cure period applicable to such default, in each instance under this Mortgage, the Note, or any of the other Loan Documents in which either (a) Borrower is permitted to take an action without Lender's consent or (b) Lender's consent is to be exercised reasonably, Lender's consent shall be required and shall be granted or withheld in Lender's sole and absolute discretion.

In addition to all other remedies at law and in equity, Lender may institute an action to foreclose this Mortgage as to the amount so declared due and payable, and thereupon, the Property shall be sold according to law to satisfy and pay the same, together with all costs, expenses and allowances thereof, including, without limitation, Reasonable Attorney's Fees for Lender's attorneys. The Property may be sold in one parcel, several parcels or groups of parcels, and Lender shall be entitled to bid at the sale, and, if Lender is the highest bidder for the Property or any part or parts thereof, Lender shall be entitled to purchase the same. The failure or

omission on the part of Lender to exercise the option for acceleration of maturity of the Note and foreclosure of this Mortgage following any default as aforesaid or to exercise any other option, right or remedy granted hereunder to Lender when entitled to do so in any one or more instances, or the acceptance by Lender of partial payment of the indebtedness secured hereby, whether before or subsequent to Borrower's default hereunder, shall not constitute a waiver of any such default or the right to exercise any such option, right or remedy, but such option, right or remedy shall remain continuously in force. Acceleration of maturity of the Note, once claimed hereunder by Lender, at the option of Lender, may be rescinded by written acknowledgment to that effect by Lender, but the tender and acceptance of partial payments alone shall not in any way affect or rescind such acceleration of maturity.

21. Protection of Lender's Security. At any time after default hereunder, Lender is authorized, without notice and in its sole discretion, to enter upon and take possession of the Property or any part thereof and to perform any acts which Lender deems necessary or proper to protect and conserve the security herein intended to be provided by the Property and, in accordance with the Assignment, to collect and receive all rents, issues and profits thereof and therefrom, including those past due as well as those accruing thereafter.

22. Appointment of Receiver. If, at any time after a default hereunder, Lender determines in its sole discretion, that a receiver is necessary to protect the Property or its rents, issues, revenue, profits or proceeds, whether before or after maturity of the indebtedness secured hereby and whether before or at the time of or after the institution of suit to collect such indebtedness or to enforce this Mortgage, Lender, as a matter of strict right and regardless of the value of the Property or the amounts due hereunder or secured hereby, or of the solvency of any party bound for the payment of such indebtedness, shall have the right, upon ex parte application and without notice to anyone, and by any court having jurisdiction, to the appointment of a receiver to take charge of, manage, preserve, protect and operate the Property, to collect the rents, issues, revenues, profits, proceeds and income thereof, to make all necessary and needful repairs, to pay all taxes, assessments and charges against the Property and all premiums for insurance thereon, and to do such other acts as may by such court be authorized and directed, and after payment of the expenses of the receivership and the management of the Property, to apply the net proceeds of such receivership in reduction of the indebtedness secured hereby or in such other manner as the said court shall direct, notwithstanding the fact that the amount owing thereon may not then be due and payable or the said indebtedness may otherwise be adequately secured. Such receivership shall, at the option of Lender, continue until full payment of all sums hereby secured or until title to the Property shall have passed by sale under this Mortgage. Borrower hereby specifically waives its right to object to the appointment of a receiver as aforesaid and hereby expressly agrees that such appointment shall be made as an admitted equity and as a matter of absolute right to Lender.

23. Rights and Remedies Cumulative; Forbearance Not a Waiver. The rights and remedies herein provided are cumulative and Lender, as the holder of the Note and of every other obligation secured hereby, may recover judgment thereon, issue execution therefor and resort to every other right or remedy available at law or in equity, without first exhausting any right or remedy available to Lender and without affecting or impairing the security of any right or remedy afforded hereby, and no enumeration of special rights or powers by any provisions hereof shall be construed to limit any grant of general rights or powers, or to take away or limit

any and all rights granted to or vested in Lender by law, and Borrower further agrees that no delay or omission on the part of Lender to exercise any rights or powers accruing to it hereunder shall impair any such right or power or shall be construed to be a waiver of any such event of default hereunder or an acquiescence therein; and every right, power and remedy granted herein or by law to Lender may be exercised from time to time as often as may be deemed expedient by Lender.

24. Modification Not an Impairment of Security. Lender, without notice and without regard to the consideration, if any, paid therefor, may release any part of the security described herein or may release any person or entity liable for any indebtedness secured hereby without in any way affecting the priority of this Mortgage, to the full extent of the indebtedness remaining unpaid hereunder, upon any part of the security not expressly released. Lender may, at its option and within its sole discretion, also agree with any party obligated on said indebtedness, or having any interest in the security described herein, to extend the time for payment of any part or all of the indebtedness secured hereby, and such agreement shall not, in any way, release or impair this Mortgage, but shall extend the same as against the title of all parties having any interest in said security, which interest is subject to this Mortgage.

25. Modification Not a Waiver. In the event Lender: (a) releases, as aforesaid, any part of the security described herein or any person or entity liable for any indebtedness secured hereby; (b) grants an extension of time for the payment of the Note; (c) takes other or additional security for the payment of the Note, or (d) waives or fails to exercise any rights granted herein or in the Note, or any of the other Loan Documents, any said act or omission shall not release Borrower, subsequent purchasers of the Property or any part thereof, or makers, sureties, or endorsers of the Note, if any, from any obligation or any covenant of this Mortgage or of the Note or of any of the other Loan Documents, nor preclude Lender from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made, or any subsequent default.

26. Transfer of Property or Beneficial Interest in Borrower: Assumption. Except as specifically stated hereinbelow, the sale, transfer, assignment or conveyance of all or any portion of the Property or the transfer, assignment or conveyance of any direct or indirect interest in Borrower, whether voluntarily or by operation of law, in each case without the prior written consent of Lender, shall constitute a default under the terms of this Mortgage and entitle Lender, at its sole option, to accelerate all sums due on the Note, together with late payment charges, or any other amounts secured hereby.

Borrower and any subsequent owner of the Property or any portion thereof shall do all things necessary to preserve and keep in full force and effect its and their existence, franchises, rights and privileges as an entity created or organized under the laws of the state of its formation and its right to own property and transact business in the State of Florida, as applicable. It shall be a default hereunder if Borrower or any subsequent owner of the Property or any portion thereof shall amend, modify, transfer, assign or cancel the certificate of incorporation, bylaws, partnership agreement, certificate of partnership, articles of organization, operating agreement, trust agreement, or other organizational documents (collectively, the "Organizational Documents") as the case may be, of Borrower or such subsequent owner and, in the reasonable determination of Lender, such amendment, modification, transfer, assignment or cancellation

could have a material adverse effect on Lender, the Property or the value thereof. Borrower or such subsequent owner shall provide Lender with copies of any amendment to its Organizational Documents no later than thirty (30) days prior to the effective date of such amendment so that Lender may, in its sole discretion, determine whether such amendment adversely affects Lender, the Property or the value thereof.

In the event the ownership of the Property, or any part thereof, shall become vested in a person or entity other than Borrower, whether with or without the prior written consent of Lender, Lender may, without notice to Borrower, deal with such successor or successors in interest with reference to the Property, this Mortgage and the Note secured hereby in the same manner and to the same extent as with Borrower without in any way vitiating or discharging Borrower's liability hereunder, under the Note or under any of the Loan Documents. No sale, transfer or conveyance of the Property, no forbearance on the part of Lender and no extension of the time for the payment of the Note hereby secured given by Lender to Borrower shall operate to release, discharge, modify, change, or affect the original liability of Borrower, either in whole or in part, unless expressly set forth in writing executed by Lender. Notwithstanding anything contained herein to the contrary, Borrower hereby waives any right it now has or may hereafter have to require Lender to prove an impairment of its security as a condition to Lender's exercise of its rights hereunder.

27. Further Encumbrances; No Structural Alterations.

(a) Borrower shall not make, suffer, or permit the further encumbrance of all or any part of the Property or any interest therein without the prior written consent of Lender, and any such encumbrance made without Lender's prior written consent shall be void and shall constitute a default hereunder. If any person or entity should obtain an interest in all or any part of the Property pursuant to the execution or enforcement of any lien, security interest, or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be an unpermitted transfer by Borrower and an event of default.

(b) Borrower shall not make, suffer or permit, without the prior written consent of Lender, any structural alterations of, or addition to, the Improvements now or hereafter situated on the Real Property, or the addition of any new buildings or other structures thereon.

28. Conveyance of Mineral Rights Prohibited. Borrower agrees that the making of any oil, gas or mineral lease or the sale or conveyance of any mineral interest or right to explore for minerals under, through or upon the Property would impair the value of the Property securing the Note, and that Borrower shall have no right, power or authority to lease the Property, or any part thereof, for oil, gas or other mineral purposes, or to grant, assign or convey any mineral interest of any nature, or the right to explore for oil, gas and other minerals, without first obtaining Lender's express written permission therefor, which permission shall not be valid until recorded among the public records of Escambia County, Florida. Borrower further agrees that if Borrower shall make, execute, or enter into any such lease or attempt to grant any such mineral rights without such prior written permission of Lender, then Lender shall have the option, without notice, to declare the same to be a default under this Mortgage and to declare the indebtedness hereby secured immediately due and payable in full. Whether or not Lender shall

consent to such lease or grant of mineral rights, Lender shall receive the entire consideration to be paid for any such lease or grant of mineral rights, with the same to be applied to the indebtedness hereby secured, notwithstanding the fact that the amount owing thereon may not be due and payable or that the said indebtedness may be otherwise adequately secured; provided, however, that the acceptance of such consideration shall in no way impair the lien of this Mortgage on the Property or cure any existing Monetary Default.

29. Estoppel Certification by Borrower. Borrower, upon request of Lender therefor made either personally or by mail, shall certify in writing to Lender (or any party designated by Lender) in form satisfactory to Lender the amount of principal and interest then outstanding under the terms of the Note and any other sums owing on account of this Mortgage or the other Loan Documents, and whether any offsets or defenses exist against the indebtedness secured by this Mortgage. Such certifications shall be made by Borrower within ten (10) days following written notice of the request.

30. Cross-Default. The Note secured hereby is also secured by the terms, conditions and provisions of an Assignment of Leases, Rents and Profits from Borrower to Lender recorded among the public records of Escambia County, Florida, a Security Agreement, and may be secured by contracts or agreements of guaranty or other security instruments from Borrower or others to Lender. The terms, conditions and provisions of each such security instrument shall be considered a part hereof as fully as if set forth herein verbatim. Any default under this Mortgage, the Note or any of the other Loan Documents shall constitute an event of default under each of the other Loan Documents, and any default under any of the other Loan Documents shall likewise constitute a default hereunder and under the Note secured hereby. Notwithstanding the foregoing, the enforcement or attempted enforcement of this Mortgage or any other security instrument now or hereafter held by Lender shall not prejudice or in any manner affect the right of Lender to enforce any of the other Loan Documents; it being understood and agreed that Lender shall be entitled to enforce this Mortgage and any of the other Loan Documents now or hereafter held by it in such order and manner as Lender, in its sole discretion, shall determine.

31. Examination of Borrower's Books; Financial Reporting. Borrower shall keep and maintain or will cause to be kept and maintained proper and accurate books and records, in accordance with generally accepted accounting principles, reflecting the financial affairs of Borrower and all items of income and expense in connection with the operation of the Property. Lender shall have the right from time to time during normal business hours upon reasonable notice (which may be given verbally) to Borrower to examine such books and records at the office of Borrower and to make such copies or extracts thereof as Lender shall desire. After an event of default, Borrower shall pay any costs incurred by Lender to examine such books, records and accounts, as Lender shall determine to be necessary or appropriate in the protection of Lender's interest.

(i) Not later than forty-five (45) days following the end of each fiscal quarter, Borrower shall deliver to Lender unaudited operating statements, internally prepared on a cash basis including a balance sheet and profit and loss statement as of the end of such quarter and for the corresponding quarter of the previous year.

(ii) Not later than ninety (90) days after the end of each fiscal year of Borrower's operations, Borrower shall deliver to Lender unaudited operating statements, internally prepared on a cash basis including a balance sheet and profit and loss statement as of the end of such quarter and for the corresponding quarter of the previous year.

The statements referenced above shall be accompanied by a certificate of an officer of Borrower certifying to the best of the signer's knowledge, that such statements fairly represent the financial condition and results of operations of Borrower.

32. Future Advances Secured. This Mortgage shall secure not only existing indebtedness, but also future advances, whether such advances are obligatory or to be made at the option of Lender, as are made within twenty (20) years from the date hereof. Upon request of Borrower, and at Lender's option prior to release of this Mortgage, Lender may make future advances to Borrower. All future advances with interest thereon shall be secured by this Mortgage to the same extent as if such future advances were made on the date of the execution of this Mortgage unless the parties shall agree otherwise in writing, but the total secured indebtedness shall not exceed at any one time a maximum principal amount equal to double the face amount of the Note. Any advances or disbursements made for the benefit or protection of or the payment of taxes, assessments, levies or insurance upon the Property, with interest on such disbursements as provided herein shall be added to the principal balance of the Note and collected as part thereof. The filing of any notice purporting to limit the maximum amount that may be secured by this Mortgage pursuant to Florida Statutes Section 697.04 or otherwise shall be ineffective and shall constitute a default under this Mortgage.

33. Effect of Security Agreement. Borrower does hereby grant and this Mortgage is and shall be deemed to create, grant, give and convey a mortgage of, a lien and encumbrance upon, and a present security interest in both real and personal property, including all insurance proceeds, condemnation awards, and rent proceeds, hereinabove particularly or generally described and conveyed, whether now or hereafter necessary for or used or useful, either directly or indirectly, in connection with the use or operation of the Property, and this Mortgage shall also serve as a "security agreement" within the meaning of that term as used in the Uniform Commercial Code as adopted and in force from time to time in the State of Florida, and shall be operative and effective as a security agreement in addition to, and not in substitution for, any other security agreement executed by Borrower in connection with the Note secured hereby. Borrower agrees to and shall, upon the request of Lender, execute and deliver to Lender, in form and content satisfactory to Lender, such financing statements, descriptions of property and such further assurances as Lender, in its sole discretion, may from time to time consider necessary to create, perfect, continue and preserve the lien and encumbrances hereof and the security interest granted herein upon and in such real and personal property described herein, including all insurance proceeds, condemnation awards, and rent proceeds described and intended to be the subject of the security interest, lien and encumbrance hereby created, granted and conveyed. Without the prior written consent of Lender, Borrower shall not create or suffer to be created, pursuant to the Uniform Commercial Code, any other security interest in such real and personal property described herein. Upon the occurrence of a default hereunder or Borrower's breach of any other covenants or agreements between the parties entered into in conjunction herewith, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, the remedies provided for in this Mortgage. Lender, at the expense of



Borrower, may or shall cause such statements, descriptions and assurances, as herein provided in this Paragraph 33, and this Mortgage to be recorded and re-recorded, filed and refiled, at such times and in such places as may be required or permitted by law to so create, perfect and preserve the lien and encumbrance hereof upon all of the Property, and Borrower hereby authorizes Lender to file financing statements and amendments thereto without the signature of Borrower, as permitted by law.

34. Embargoed Person. At all times throughout the term of the Loan, (a) none of the funds or assets that are used to repay the Loan of Borrower or otherwise shall constitute property of, or shall be beneficially owned directly or, to Borrower's best knowledge, indirectly, by any person subject to sanctions or trade restrictions under United States law ("Embargoed Person" or "Embargoed Persons") that are identified on (1) the "List of Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control (OFAC), U.S. Department of the Treasury, and/or to Borrower's best knowledge, as of the date thereof, based upon reasonable inquiry by Borrower, on any other similar list maintained by OFAC pursuant to any authorizing statute including, but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Order or regulation promulgated thereunder, with the result that the investment in Borrower, as applicable (whether directly or indirectly), is prohibited by law, or the Loan made by Lender would be in violation of law, or (2) Executive Order 13224 (September 23, 2001) issued by the President of the United States ("Executive Order Blocking Mortgaged Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), any related enabling legislation or any other similar Executive Orders, and (b) no Embargoed Person shall have any direct interest, and to Borrower's best knowledge, as of the date hereof, based upon reasonable inquiry by Borrower, indirect interest, of any nature whatsoever in Borrower, with the result that the investment in Borrower (whether directly or indirectly), is prohibited by law or the Loan is in violation of law.

35. Anti-Money Laundering. At all times throughout the term of the Loan, including after giving effect to any transfers permitted pursuant to the Loan Documents, none of the funds of Borrower that are used to repay the Loan shall be derived from any unlawful activity, with the result that the investment in Borrower (whether directly or indirectly), is prohibited by law or the Loan is in violation of law.

36. Successors and Assigns; Terminology. The provisions hereof shall be binding upon Borrower, and the successors and assigns of Borrower, and shall inure to the benefit of Lender, its successors and assigns. Where more than one Borrower is named herein, the obligations and liabilities of Borrower shall be joint and several. Wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Borrower" shall mean Borrower and/or any subsequent owner or owners of the Property, the word "Lender" shall mean Lender or any subsequent holder or holders of the Note and this Mortgage, the word "Note" shall mean the note(s) secured by this Mortgage, the word "person" shall mean an individual, trustee, trust, corporation, partnership, limited liability company, unincorporated association, or other entity, and the phrase "successors and assigns" includes the personal representatives and heirs of any individual. As used herein, the phrase "Reasonable Attorneys' Fees" shall mean all costs and expenses of attorneys selected by Lender based upon such attorneys' then prevailing hourly rates as opposed to any statutory

presumption specified by any statute then in effect in the State of Florida, including, without limitation, all reasonable attorney's fees and costs incurred in finalizing a judgment and in establishing the amount of reasonable fees and costs to be awarded.

37. Notices. All notices, reports, requests or other written instruments required or permitted hereunder shall be in writing, signed by the party giving or making the same, and shall be sent hand-delivered, effective upon receipt, sent by a nationally recognized overnight courier, effective upon receipt, or sent by United States registered or certified mail, postage prepaid, with return receipt requested, deemed effective on the earlier of the day of actual delivery as shown by the addressee's return receipt or the expiration of three (3) business days after the date of mailing, addressed to the party intended to receive the same at the address set forth below (or at such other address as shall be given in writing by any party to another):

To Borrower: Florida Institute for Human and Machine Cognition, Inc.  
Attention: General Counsel  
40 South Alcaniz Street  
Pensacola, FL 32502

To Lender: Escambia County, Florida  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, FL 32502

38. Governing Law. This Mortgage is to be governed by and construed in accordance with the laws of the State of Florida (notwithstanding its provisions and principles on conflicts of laws).

39. Rights of Lender Cumulative. The rights of Lender arising under the clauses and covenants contained in this Mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; and no act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provisions, anything herein or otherwise to the contrary notwithstanding.

40. Modifications. This Mortgage cannot be changed, altered, amended or modified except by an agreement in writing executed by both Borrower and Lender.

41. Captions. The captions set forth at the beginning of the various paragraphs of this Mortgage are for convenience only and shall not be used to interpret or construe the provisions of this Mortgage.

42. Waiver of Redemption, and Marshalling of Assets. To the fullest extent permitted by law, Borrower hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Borrower by virtue of any present or future statute of limitations or law or judicial decision exempting the Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment, and (b) any right to a marshalling of assets or a sale in inverse order of alienation.

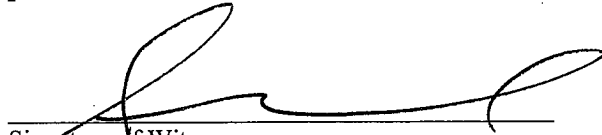
43. Consent to Jurisdiction. Borrower hereby consents and submits to the exclusive jurisdiction and venue of any state or federal court sitting in the county and state where the Real Property is located with respect to any legal action or proceeding arising with respect to this Mortgage or any other Loan Document and waives all objections which it may have to such jurisdiction and venue. Nothing herein shall, however, preclude or prevent Lender from bringing actions against Borrower in any other jurisdiction as may be necessary to enforce or realize upon the security herein provided.

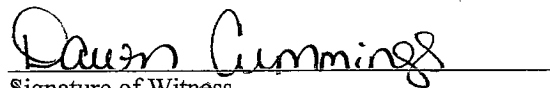
44. WAIVER OF TRIAL BY JURY. BORROWER WAIVES ITS RIGHT, TO THE FULLEST EXTENT PERMITTED BY LAW, AND AGREES NOT TO ELECT, A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS MORTGAGE, ANY OF THE LOAN DOCUMENTS OR THE RELATIONSHIP BETWEEN THE PARTIES AS BORROWER AND LENDER.

(end of text; signatures on following page)

IN WITNESS WHEREOF, Borrower has caused this Mortgage to be executed as of the day and year first above written.


Signed, Sealed and Delivered in the presence of the following witnesses:

  
\_\_\_\_\_  
Signature of Witness  
Stephen R. Moorhead  
\_\_\_\_\_  
Printed Names of Witness

  
\_\_\_\_\_  
Signature of Witness  
Dawn Cummings  
\_\_\_\_\_  
Printed Name of Witness

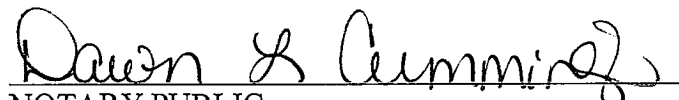
**BORROWER:**

FLORIDA INSTITUTE FOR HUMAN AND MACHINE COGNITION, INC., a Florida not for profit corporation

  
\_\_\_\_\_  
By: Richard R. Baker  
Its: Director and Chair, Finance and Audit

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of November, 2013, by Richard R. Baker, as Director and Chair, Finance and Audit, of Florida Institute for Human and Machine Cognition, Inc., a Florida not for profit corporation.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_

☒ Personally Known  
OR  
☐ Produced Identification  
Type of Identification produced \_\_\_\_\_

**DAWN L. CUMMINGS**  
Notary Public, State of Florida  
My Comm. Expires Dec. 13, 2013  
No. DD946182

## EXHIBIT "A"

### PARCEL 1:

A PIECE OR PARCEL OF LAND IN CEMETERY LOTS THREE HUNDRED SEVENTY SIX AND THREE HUNDRED SEVENTY SEVEN (376 AND 377), OLD CITY TRACT, DESCRIBED AS FOLLOWS: FROM A POINT ON THE NORTH LINE OF EAST ROMANA STREET BEGINNING TWO HUNDRED AND FIFTY EIGHT AND TWO TENTHS (258.2) FEET EAST OF THE EAST LINE OF ALCANIZ STREET; RUN THENCE NORTHWARD AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT THREE HUNDRED SEVENTY SIX (376); THENCE RUN EASTWARD ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT THREE HUNDRED SEVENTY SIX (376), A DISTANCE OF THIRTY AND FIVE TENTHS (30.5) FEET; THENCE RUN SOUTHWARD AT RIGHT ANGLES TO THE NORTH LINE OF EAST ROMANA STREET; THENCE RUN EASTWARD ALONG THE NORTH LINE OF EAST ROMANA STREET, A DISTANCE OF THIRTY AND FIVE TENTHS (30.5) FEET TO THE POINT OF BEGINNING, ALL LYING AND BEING IN CEMETERY LOTS THREE HUNDRED AND SEVENTY SIX (376) AND THREE HUNDRED SEVENTY SEVEN (377), OLD CITY TRACT, AS PER MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, ALL LYING AND BEING IN ESCAMBIA COUNTY, FLORIDA.

### PARCEL 2:

BEGIN AT THE NORTH LINE OF ROMANA STREET, 315.7 FEET EAST OF EAST LINE OF ALCANIZ STREET; NORTH 100 FEET; WEST 27.94 FEET; SOUTH 100 FEET; EAST 27.94 FEET TO BEGINNING, PART OF LOTS 377-378, CEMETERY LOTS, OLD CITY TRACT, SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, DESCRIBED ACCORDING TO MAP OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON AND COMPANY, 1903.

### PARCEL 3:

COMMENCE AT THE SOUTHWEST CORNER OF CEMETERY LOT 370, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906, SAID CORNER BEING THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF ALCANIZ STREET (R/W WIDTH VARIES) AND THE NORTH RIGHT OF WAY LINE OF ROMANA STREET (45' R/W); THENCE GO NORTH 78° 49' 31" EAST ALONG SAID NORTH RIGHT OF WAY LINE OF ROMANA STREET, FOR A DISTANCE OF 190.45 FEET TO THE SOUTHWEST CORNER OF CEMETERY LOT 375 FOR THE POINT OF BEGINNING; THENCE GO NORTH 11° 12' 25" WEST ALONG THE WEST LINE OF SAID CEMETERY LOT 375, FOR A DISTANCE OF 100.07 FEET TO THE NORTHWEST CORNER OF SAID CEMETERY LOT 375; THENCE GO NORTH 78° 46' 03" EAST ALONG THE NORTH LINE OF SAID CEMETERY LOT 375 AND CEMETERY LOT 376, FOR A DISTANCE OF 66.80 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2736, AT PAGE 847, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 11° 10' 29" EAST ALONG THE EAST LINE OF SAID OFFICIAL RECORDS BOOK 2736, AT PAGE 847, FOR A DISTANCE OF 100.14 FEET TO THE SOUTHEAST CORNER OF SAID OFFICIAL RECORDS BOOK 2736, AT PAGE 847, SAID CORNER BEING ON THE AFORESAID NORTH RIGHT OF WAY LINE OF ROMANA STREET (45' R/W); THENCE GO SOUTH 78° 49' 31" WEST ALONG SAID NORTH RIGHT OF WAY LINE, FOR A DISTANCE OF 66.75 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS ALL CEMETERY LOT 375 AND A PORTION OF CEMETERY LOT 376, OLD CITY TRACT, CITY OF PENSACOLA, SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30

WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

PARCEL 4

THE EAST 18.37 FEET OF CEMETERY OF LOT 378 AND THE WEST 10 FEET OF CEMETERY LOT 379, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

PARCEL 5

THE WEST TWO FEET OF CEMETERY LOT 380 AND THE EAST 28 FEET OF CEMETERY LOT 379, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

PARCEL 6

LOTS 381 AND 382, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

PARCEL 7

THAT PORTION OF THE RIGHT OF WAY OF ARAGON STREET LYING BETWEEN THE EASTERN RIGHT OF WAY LINE OF ALCANIZ STREET AND THE WESTERN RIGHT OF WAY LINE OF FLORIDA BLANCA STREET; AND ALSO CEMETERY LOTS 409 THROUGH 423, BOTH INCLUSIVE, OLD CITY TRACT, ALL ACCORDING TO MAP OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1903.

PARCEL 8

THE WEST 19.63 FEET OF CEMETERY LOT 378, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

Prepared by and return to:  
Stephen R. Moorhead  
McDonald Fleming Moorhead  
25 West Government St.  
Pensacola, FL 32502  
SRM-13-7717

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2013087339 11/15/2013 at 02:40 PM  
OFF REC BK: 7101 PG: 1466 - 1472 Doc Type: ARL  
RECORDING: \$61.00

## **ASSIGNMENT OF LEASES, RENTS AND PROFITS**

**THIS ASSIGNMENT OF LEASES, RENTS AND PROFITS** (the "Assignment") is made, executed and delivered as of the 14<sup>th</sup> day of November, 2013, by FLORIDA INSTITUTE FOR HUMAN AND MACHINE COGNITION, INC., a Florida not for profit corporation ("Borrower"), having an address at 40 South Alcaniz Street, Pensacola, FL 32502, to and in favor of ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, its successors and assigns ("Lender"), having an office at 221 Palafox Place, Pensacola, FL 32502.

### **WITNESSETH:**

**WHEREAS**, Borrower is justly indebted to Lender in the original principal sum of TWELVE MILLION AND NO/100 DOLLARS (\$12,000,000.00) with interest thereon, which indebtedness is evidenced by that certain Promissory Note of even date herewith in such amount made by Borrower in favor of Lender, which Promissory Note is due and payable on November 30, 2028 (together with all amendments thereto and all other notes given in substitution, modification, increase, renewal or extension thereof, in whole or in part, hereinafter referred to as the "Note"); and

**WHEREAS**, Lender, as a condition precedent to the extension of credit and the making of the loan evidenced by the Note (the "Loan"), has required that Borrower provide Lender with security for the repayment of the indebtedness evidenced by the Note, as well as for the performance, observance and discharge by Borrower of the covenants, conditions and agreements made by Borrower to, with, in favor of and for the benefit of Lender with respect to said indebtedness and such security.

**NOW, THEREFORE**, in consideration of and in order to secure the repayment of the indebtedness evidenced by the Note, together with interest on such indebtedness, as well as the payment of all other sums of money secured hereby, as hereinafter provided, and also to secure the observance, performance and discharge by Borrower of all covenants, conditions and agreements set forth in the Note, this Mortgage and in all other documents and instruments executed and delivered by Borrower to and in favor of Lender for the purpose of further securing the repayment of the indebtedness evidenced and represented by the Note, and in order to charge the properties, interests and rights hereinafter described with such payment, observance, performance and discharge, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Borrower does hereby grant, bargain, sell, alien, remise, release, convey, assign, transfer, pledge, deliver, set over, hypothecate, warrant and confirm unto Lender, its successors and assigns forever, all of Borrower's right, title and interest in and to all leases, rents, issues, profits and income of, from or pertaining to the Property

(sometimes referred to herein as "Rents"), as well as any future or additional leases or rental agreements, and any renewals or extensions of the same that may be entered into by Borrower, together with all security deposits paid or payable by any tenants under all present or future leases or rental agreements and any fees that permit tenants to terminate their leases, which are payable to Borrower under the terms and conditions of any of said leases. Borrower hereby agrees to execute and deliver such further assignments of said leases or rental agreements as Lender may from time to time require.

This Assignment is absolute and effective immediately and without possession. IT IS THE INTENTION OF BORROWER AND LENDER THAT THE FOREGOING ASSIGNMENT ESTABLISHES A PRESENT AND ABSOLUTE TRANSFER AND ASSIGNMENT TO LENDER OF ALL LEASES AND RENTS RELATING TO THE REAL PROPERTY (AND ALL GUARANTIES THEREOF). This Assignment is an absolute assignment to Lender and not an assignment as security for the performance by Borrower of the obligations under the Loan Documents, or any other indebtedness. Borrower acknowledges that this Assignment and the Mortgage, individually and collectively, are intended to give Lender the benefit of Section 214 of the Bankruptcy Reform Act of 1994 and the provisions of the United States Bankruptcy Code referenced therein, as the same may hereafter be amended from time to time.

**PROVIDED ALWAYS**, however, that if Borrower shall pay unto Lender the indebtedness evidenced by the Note, and if Borrower shall duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each of the terms, covenants and conditions of the Loan Documents then this Assignment and the estates and interests hereby granted and created shall terminate.

1. Payment of Principal and Interest. Borrower shall pay the principal of the indebtedness evidenced by the Note, together with all interest thereon, in accordance with the terms of the Note, promptly at the times, at the place and in the manner that said principal and interest shall become due, and to promptly and punctually pay all other sums required to be paid by Borrower pursuant to the terms of the Note, the Loan Agreement, the Mortgage and Security Agreement, the Security Agreement, this Assignment and all other documents and instruments executed as further evidence of, as additional security for or in connection with the indebtedness evidenced by the Note and secured by the aforementioned loan documents (collectively, the "Loan Documents").

2. Performance of Other Obligations. To perform, comply with and abide by each and every one of the covenants, agreements and conditions contained and set forth in the regulations and orders of any governmental authorities having jurisdiction over the Property which now or hereafter affect the Property or requires any alterations or improvements to be made thereon, and perform all of its obligations under any covenant, condition, restriction or agreement affecting the Property and to insure that at all times the Property constitutes one or more legal lots capable of being conveyed without violation of any applicable subdivision or platting laws, ordinances, rules or regulations, or other laws relating to the division or separation of real property.



3. Representations and Warranties of Borrower. In furtherance of the foregoing assignment, Borrower:

(a) Represents and warrants that it is the owner in fee simple of the Property and has good title to the leases, rents, income, issues, profits and security deposits hereby assigned and good right to assign the same, and that no other person, entity, firm or corporation has any right, title or interest therein; that Borrower has not previously sold, assigned, transferred, mortgaged or pledged said leases, rents, issues, profits and income of the Property; and that payment of any of the same has not otherwise been anticipated, waived, released, discounted, set off or otherwise discharged or compromised.

(b) Agrees and warrants that no request will be made of any tenant to pay any rent, and no rent will be accepted by Borrower, for more than one month in advance of the date such rent becomes due and payable under the terms of any and all leases, it being agreed between Borrower and Lender that rent shall be paid as provided in said leases and not otherwise. The foregoing shall not prevent Borrower from charging and collecting security deposits from each tenant leasing space on the Real Property.

(c) Authorizes Lender, by and through its employees, agents or a duly appointed receiver, at its option, at any time and from time to time, subject to the terms of the Lease, to enter upon the Property and to collect, in the name of Borrower, as its lawful attorney, or in its own name as Lender, any rents, issues, profits and income accrued but unpaid and/or in arrears, as well as the rents, issues, profits and income accruing and becoming payable. To this end, Borrower further agrees that it will cooperate with and facilitate, in all reasonable ways, Lender's collection of said issues, profits and income and will, upon request by Lender, execute a written notice to each tenant, occupant or licensee directing said tenant, occupant or licensee to pay directly to Lender all rents, issues, profits and income which are due and payable under said leases; provided, however, that Lender may notify said tenant, occupant or licensee of the effectiveness of this Assignment without first giving notice to Borrower or requesting Borrower to give such notice or join in such notice. To the extent that Lender or Lender's servicer collects any Rents prior to the occurrence of an event of default under this Assignment or any other Loan Documents, Lender shall apply such amounts to the regularly scheduled payment of principal and interest then due and owing or next becoming due and owing under the Note.

(d) Authorizes Lender, upon such entry, at its option, subject to the terms of the Lease and following the occurrence of an event of default under any of the Loan Documents to take over and assume the management, operation and maintenance of the Property and to perform all acts necessary and proper and to expend such sums out of the income of the Property as in Lender's sole discretion may be reasonable or necessary in connection therewith, in the same manner and to the same extent as Borrower theretofore might do. Borrower hereby releases all claims against Lender arising out of such management, operation and maintenance.

(e) Agrees to execute, upon the request of Lender, any and all other instruments requested by Lender to effectuate this Assignment or to accomplish any other purpose deemed by Lender to be necessary or appropriate in connection with this Assignment.

(f) Agrees and acknowledges that nothing in this Assignment shall be construed to limit or restrict in any way the rights and powers granted to Lender in the Note, the Mortgage or any of the other Loan Documents. The collection and application of the rents, issues and profits as described herein shall not constitute a waiver of any default which might at the time of application or thereafter exist under the Note, the Mortgage or any of the other Loan Documents, and the exercise by Lender of the rights provided herein shall not prevent Lender's exercise of any rights provided in the Note, the Mortgage or any of the other Loan Documents.

(g) Any Rents received directly by Borrower or its agents shall be held by Borrower in trust for Lender and shall not be commingled with other funds of Borrower. Borrower shall, within one (1) business day of its receipt of any such Rents, deliver all such Rents to Lender (or as Lender may direct).

4. Lender's Rights Following Default by Borrower. Lender may, after the occurrence of a default, from time to time, appoint and dismiss such agents or employees as shall be necessary or reasonable for the collection of the rents, issues, profits and income derived from the Property and for the proper care and operation of the Property, and Borrower hereby grants to Lender the authority to give such agents or employees so appointed full and irrevocable authority on Borrower's behalf to manage the Property and to do all acts relating to such management, including, without limitation, the entry into and execution of new leases in the name of Borrower or otherwise, the alteration or amendment of existing leases, the authorization to repair or replace any fixtures or personal property included in the Property necessary in order to maintain the building or buildings and chattels incidental thereto in good and tenantable condition, and the effectuation of such alterations or improvements as in the judgment of Lender may be reasonable or necessary to maintain or increase the income from the Property. Lender shall have the sole control of such agents or employees, whose remuneration shall be paid out of the rents, issues and profits and income as hereinabove provided, at the rate of compensation accepted in the community where the Property is situated.

5. Application by Lender of Net Income From the Property. Lender shall, after the payment of all proper charges and expenses enumerated under Paragraph 1, above, and after retaining sufficient sums to fully pay, as they become due, taxes, assessments, utilities and insurance premiums on insurance policies having coverages in requisite amounts (including liability, fire and extended coverage), credit the net income received by it from the Property, by virtue of this Assignment, to any amounts due and owing to Lender by Borrower under and pursuant to the terms of the Note, the Mortgage, this Assignment, and the other Loan Documents, but the manner of the application of such net income shall be determined in the sole discretion of Lender. Lender shall make a reasonable effort to collect the rents, income and profits, reserving, however, within its sole discretion, the right to determine the method of collection and the extent to which enforcement of the collection of delinquent rents, issues, income and profits shall be prosecuted. Notwithstanding the foregoing, no such credit shall be given by Lender for any sum or sums received from the rents, issues, profits and income of the Property until the money collected is actually received by Lender at its principal office as stated above (or at such other place as Lender shall designate in writing), and no credit shall be given for any uncollected rents or other uncollected amounts or bills, nor shall credit be given for any rents, issues, profits and income derived from the Property under any court order or by operation of law until such amounts are actually received by Lender at its principal office as stated above.

The net amount of income received by Lender hereunder and applied by Lender to the amounts due and owing by Borrower shall not serve to cure any default under the Note, the Mortgage or any of the other Loan Documents, nor shall any amounts received by Lender hereunder be in full satisfaction of the indebtedness evidenced by the Note unless such amounts are sufficient to pay such indebtedness in full (including any accrued but unpaid interest thereon, late payment charges and advancements) in accordance with the terms of the Note, Mortgage and other Loan Documents.

6. Limitation of Lender's Liability. Lender shall not be obligated to perform or discharge any obligation under the leases hereby assigned or under or by reason of this Assignment, and Borrower hereby agrees to indemnify and hold Lender harmless against any and all liability, loss or damage which Lender might incur under the leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligation or undertaking on Lender's part to perform or discharge any of the terms of such leases, except for claims and demands arising by reason of Lender's gross negligence or willful misconduct.

7. Reinstatement After Default. In the event that Borrower shall, with the written consent of Lender, reinstate the indebtedness evidenced by the Note completely in good standing, having complied with all the terms, covenants and conditions of the Note, the Mortgage and any of the other Loan Documents, then, in such event, Lender shall return possession of the Property to Borrower, and Borrower shall remain in possession of the Property unless and until another event of default occurs under the Note, the Mortgage, this Assignment or any of the other Loan Documents, at which time Lender may, at its option, again take possession of the Property under authority of and pursuant to the terms and provisions of this Assignment.

8. Tenants' Notification of Assignment. Upon request by Lender, at any time, Borrower will deliver a written notice to each of the tenants, occupants and lessees of the Property, which notice shall inform such tenants, occupants and lessees of this Assignment and instruct them that upon receipt of notice by them from Lender of the existence of an event of default by Borrower under the Note or under any of the other Loan Documents, all rents, issues, profits and income due thereafter shall be paid directly to Lender.

9. Satisfaction of Mortgage; Satisfaction of Assignment. This Assignment shall remain in full force and effect as long as the indebtedness evidenced by the Note remains unpaid in whole or in part. It is understood and agreed that a complete release or satisfaction of the aforesaid Mortgage shall operate as a complete release or satisfaction of all of Lender's rights and interest hereunder, and that satisfaction of said Mortgage shall operate to satisfy this Assignment.

10. Benefits and Burdens. The provisions of this Assignment shall inure to the benefit of Lender, its successors and assigns, and shall be binding upon Borrower, its personal representatives, heirs, successors and assigns. The creation of rights and powers under this Assignment in favor of, or available to, Lender shall, in no way whatsoever, be construed to impose concomitant duties or obligations upon Lender in favor of Borrower except as expressly set forth herein.

11. Captions. The captions set forth at the beginning of the various paragraphs of this Assignment are for convenience only and shall not be used to interpret or construe the provisions of this Assignment.

12. Attorneys' Fees; Expenses. Borrower will upon demand pay to Lender the amount of any and all costs and expenses, including the Reasonable Attorneys' Fees and out of pocket disbursements of its counsel and of any experts and agents, which Lender may incur in connection with (1) any amendment to this Assignment, (2) filing or recording fees incurred with respect to or in connection with this Assignment, (3) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Property, (4) the exercise or enforcement of any of the rights of Lender under this Assignment, or (5) the failure by Borrower to perform or observe any of the provisions of this Assignment. As used herein, the phrase "Reasonable Attorneys' Fees" shall mean fees charged by attorneys selected by Lender based upon such attorneys' then prevailing hourly rates as opposed to any statutory presumption specified by any statute then in effect in the State of Florida, including, without limitation, all reasonable attorney's fees and costs incurred in finalizing a judgment and in establishing the amount of reasonable fees and costs to be awarded.

13. Notice. Any notices required or permitted to be given hereunder shall be given as provided in the Mortgage.

14. Governing Law. This Assignment is executed and delivered as additional security for a loan transaction negotiated and consummated in the State of Florida and is to be construed according to the laws of the State of Florida.

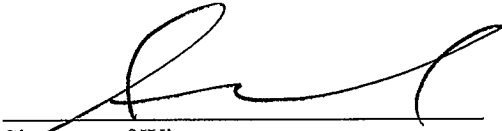
15. Submission to Jurisdiction. Borrower hereby irrevocably submits to the jurisdiction of any federal or state court sitting in Florida over any action or proceeding arising out of or related to this Assignment and agrees with Lender that personal jurisdiction over Borrower rests with such courts for purposes of any action on or related to this Assignment. Borrower hereby waives personal service by manual delivery and agrees that service of process may be made by prepaid certified mail directed to Borrower at the address of Borrower for notices under the Mortgage or at such other address as may be designated in writing by Borrower to Lender, and that upon mailing of such process such service will be effective as if Borrower was personally served. Borrower waives any objection to venue in any such action or proceeding on the basis of inconvenient forum.

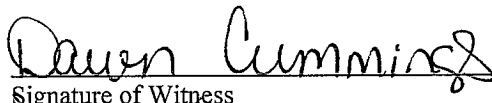
16. WAIVER OF TRIAL BY JURY. BORROWER WAIVES ITS RIGHT, TO THE FULLEST EXTENT PERMITTED BY LAW, AND AGREES NOT TO ELECT, A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS ASSIGNMENT, ANY OF THE LOAN DOCUMENTS OR THE RELATIONSHIP BETWEEN THE PARTIES AS BORROWER AND LENDER.

(end of text; signatures on following page)

IN WITNESS WHEREOF, Borrower has executed this Assignment under seal as of the day and year first above written.


Signed, sealed and delivered in the presence of the following witnesses:

  
Signature of Witness  
Stephen R. Moorhead  
Printed Name of Witness

  
Signature of Witness  
Dawn Cummings  
Printed Name of Witness

**BORROWER:**

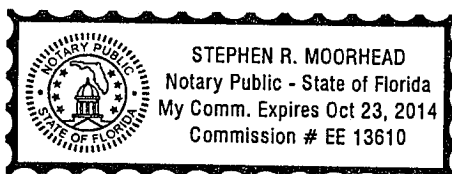
FLORIDA INSTITUTE FOR HUMAN AND MACHINE COGNITION, INC., a Florida not for profit corporation

  
By: Richard R. Baker  
Its: Director and Chair, Finance and Audit

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of November, 2013, by Richard R. Baker, as Director and Chair, Finance and Audit of FLORIDA INSTITUTE FOR HUMAN AND MACHINE COGNITION, INC., a Florida not for profit corporation. He is personally known to me ~~or has produced~~ \_\_\_\_\_ as identification.

(NOTARY SEAL)



  
Notary Public Signature

(Name typed, printed or stamped)  
Notary Public  
My Commission Expires: \_\_\_\_\_

## SECURITY AGREEMENT

**THIS SECURITY AGREEMENT** (the "Security Agreement") is made, executed and delivered as of the 14<sup>th</sup> day of November, 2013 by FLORIDA INSTITUTE FOR HUMAN AND MACHINE COGNITION, INC., a Florida not for profit corporation ("Borrower"), having an address at 40 South Alcaniz Street, Pensacola, FL 32502, to and in favor of ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, its successors and assigns ("Lender"), having an office at 221 Palafox Place, Pensacola, FL 32502.

### WITNESSETH:

**WHEREAS**, Borrower is justly indebted to Lender in the original principal sum of TWELVE MILLION AND NO/100 DOLLARS (\$12,000,000.00) with interest thereon, which indebtedness is evidenced by that certain Promissory Note of even date herewith in such amount made by Borrower in favor of Lender, which Promissory Note is due and payable on November 30, 2028 (together with all amendments thereto and all other notes given in substitution, modification, increase, renewal or extension thereof, in whole or in part, hereinafter referred to as the "Note"); and

**WHEREAS**, the Note shall be secured by, among other things, a Mortgage and Security Agreement (the "Mortgage") constituting a first mortgage lien on certain real property located in Escambia County, Florida and more particularly described in Exhibit "A" attached hereto (the "Land"), together with the improvements situated thereon (the "Improvements"). The Land and the Improvements are collectively referred to as the "Property"; and

**WHEREAS**, Lender, as a condition precedent to the extension of credit and the making of the loan evidenced by the Note (the "Loan"), has required that Borrower provide Lender with security for the repayment of the indebtedness evidenced by the Note, as well as for the performance, observance and discharge by Borrower of the covenants, conditions and agreements made by Borrower to, with, in favor of and for the benefit of Lender with respect to said indebtedness and such security ("Obligations");

**NOW, THEREFORE**, in consideration of and in order to secure the repayment of the indebtedness evidenced by the Note, together with interest on such indebtedness, as well as the payment of all other sums of money secured hereby, as hereinafter provided, and also to secure the observance, performance and discharge by Borrower of all covenants, conditions and agreements set forth in the Note, this Security Agreement and in all other documents and instruments executed and delivered by Borrower to and in favor of Lender for the purpose of further securing the repayment of the indebtedness evidenced and represented by the Note, and in order to charge the properties, interests and rights hereinafter described with such payment, observance, performance and discharge, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower does hereby grant, bargain, sell, alien, remise, release, convey, assign, transfer, pledge, deliver, set over, hypothecate, warrant and confirm unto Lender, its successors and assigns forever, all of Borrower's right, title and interest in and to the following described assets, properties, rights and interests and all replacements thereof, substitutions therefor and additions thereto (collectively, the "Collateral");

**ALL THOSE** assets, properties, rights and interests of Borrower, or in which Borrower has an interest, in and to the following:

(a) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements, and improvements now or hereafter erected or located on the Land (collectively, the "Improvements"). The "Land" is that certain property encumbered by the Mortgage and Security Agreement given by Borrower to Lender, which is more fully described in the attached Exhibit "A";

(b) Easements. All easements, rights-of-way or use rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion or reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Borrower of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(c) Equipment. All "equipment," as such term is defined in the Uniform Commercial Code in effect in Florida, as adopted and as amended from time to time (the "Uniform Commercial Code"), now owned or hereafter acquired by Borrower, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Borrower which is used at or in connection with the Improvements or the Land or is located thereon or therein and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts equipment and accessories installed thereon or affixed thereto (collectively, the "Equipment");

(d) Inventory. All of Borrower's inventory and all packaging, finished goods, work in process, raw materials, supplies, spare parts and other miscellaneous inventories associated with or relating to Borrower's business, including the cost and the last sale or use of all scheduled inventory;

(e) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code) other than Fixtures, which are now or hereafter owned by Borrower and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "Personal Property"), and the right, title, and interest of Borrower in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial

Code, superior in lien to the lien of this Security Agreement and all proceeds and products of any of the above; provided, however, that nothing herein shall be construed to include Debtor's patents or other intellectual property.

(f) Leases and Rents. All leases, subleases or subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any person is granted a possessory interest in, or right to use or occupy all or any portion of the Land (including, without limitation, any subsurface rights) and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Borrower of any petition for relief under 11 U.S.C. §101, et seq., as the same may be amended from time to time (the "Bankruptcy Code") (collectively, the "Leases") and all right, title and interest of Borrower, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment and performance of the obligations, including the payment of the Obligations;

(g) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from: (i) the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of such right), (ii) the alteration of the grade of any street, or (iii) for any other injury to, taking of or decrease in the value of the Property;

(h) Insurance Proceeds. All proceeds in respect to the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property to the full extent of moneys owed by Borrower to Lender;

(i) Tax Certiorari. All refunds, rebates or credits in connection with any reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari proceedings or any other applications or proceedings for reduction of same;

(j) Rights. The right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Lender in the Property;

(k) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation,



construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Borrower therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Borrower thereunder;

(l) Trademarks. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(m) Accounts. All reserves, escrow accounts, accounts receivable and deposit accounts maintained by Borrower with respect to undisbursed loan proceeds relating to the Property and the revenues appertaining thereto, including, without limitation, all accounts established or maintained pursuant to the Loan Agreement or any other of the documents evidencing the loan and security for the loan, for which this Security Agreement is made, together with all deposits or wire transfers made to such accounts, and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time, and all proceeds, products, distributions, dividends and/or substitutions thereon and thereof;

(n) Uniform Commercial Code Property. All documents, instruments, chattel paper and intangibles, as the foregoing terms are defined in the Uniform Commercial Code, and general intangibles relating to the Property;

(o) Minerals. All minerals, oil, gas, shale, crops, timber, trees, shrubs, flowers and landscaping features and rights (including, without limitation, extracting rights) now or hereafter located on, under or above Land;

(p) Proceeds. All proceeds of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether in cash, or in liquidation or other claims or otherwise;

(q) Other Rights. Any and all other rights of Borrower in and to the items set forth in Subsections (a) through (p), above;

AND without limiting any of the other provisions of that certain Mortgage and Security Agreement given by Borrower to Lender of even dated herewith, to the extent permitted by applicable law, Borrower expressly grants to Lender, as secured party, a security interest in the portion of the Property which is or may be subject to the provisions of the Uniform Commercial Code, which are applicable to secured transactions; it being understood and agreed that the Improvements and Fixtures are part and parcel of the Land (the Land, the Improvements and the Fixtures, collectively referred to as the "Real Property") appropriated to the use thereof and, whether affixed or annexed to the Real Property or not, shall for the purposes of the Mortgage be deemed conclusively to be real estate and mortgaged by the Mortgage.

**TOGETHER WITH** all assets or property added to or substituted for any of the foregoing, and all interest, dividends, income, fruits, returns, accessions, profits, corporate distributions (including, without limitation, stock splits and stock dividends), products, proceeds, accessions, replacements of, and proceeds of insurance pertaining to, any of the foregoing. All terms shall have the meanings provided in the Uniform Commercial Code.

**TO HAVE AND TO HOLD** the foregoing Collateral and the rights hereby granted for the use and benefit of Lender, its successors and assigns, forever;

**AND** Borrower covenants and warrants with and to Lender that Borrower is indefeasibly seized of the Collateral and has good right, full power, and lawful authority to convey and encumber all of the same as aforesaid; that Borrower hereby fully warrants the title to the Collateral and will defend the same and the validity and priority of the lien and encumbrance of this Security Agreement against the lawful claims of all persons whomsoever; and Borrower further warrants that the Collateral is free and clear of all liens and encumbrances of any kind, nature or description;

**PROVIDED ALWAYS**, however, that if Borrower shall pay unto Lender the indebtedness evidenced by the Note, and if Borrower shall duly, promptly and fully perform, discharge, execute, effect, complete and comply with and abide by each and every one of the agreements, conditions and covenants of the Note, this Security Agreement and all other documents and instruments executed as further evidence of or as security for the indebtedness secured hereby, then this Security Agreement and the estates and interests hereby granted and created shall cease, terminate and be null and void, and shall be discharged of record at the expense of Borrower, which expense Borrower agrees to pay;

**AND** Borrower, for the benefit of Lender, and its successors and assigns, does hereby expressly covenant and agree:

1. Payment of Principal and Interest. To pay the principal of the indebtedness evidenced by the Note, together with all interest thereon, in accordance with the terms of the Note, promptly at the times, at the place and in the manner that said principal and interest shall become due, and to promptly and punctually pay all other sums required to be paid by Borrower pursuant to the terms of the Note, the Mortgage, the Assignment of Rents, Leases and Profits (the "Assignment"), this Security Agreement, and all other documents and instruments executed as further evidence of, as additional security for or in connection with the indebtedness evidenced by the Note and/or the Borrower's obligations and secured by this Security Agreement (collectively, the "Loan Documents").

2. Performance of Other Obligations. To perform, comply with and abide by each and every one of the covenants, agreements and conditions contained and set forth in the Note, this Security Agreement and the other Loan Documents and to comply with all laws, ordinances, rules, regulations and orders of any governmental authorities.

3. Collateral. All Collateral shall remain subject to this Security Agreement until all of the Obligations have been paid and any financing statements filed in connection with this Security Agreement have been terminated. Lender may renew certificates of deposit or other

renewable items included in the Collateral. All interest, dividends, income, fruits, returns, accessions, profits, corporate distributions (including, without limitation, stock splits and stock dividends), and proceeds with respect to the Collateral shall be delivered upon receipt to Lender in negotiable form. Borrower shall execute any endorsements, assignments, stock powers, notices and financing statements with respect to the Collateral, in form and substance satisfactory to Lender, that Lender may request. Borrower represents and warrants that (a) Lender shall at all times have a perfected first priority security interest in the Collateral free of all other security interests, liens and claims and (b) the description and identification of the Collateral and Borrower's name, taxpayer identification number, and chief executive office address are correctly stated herein. Borrower shall act to toll the statute of limitations with respect to the Collateral no later than sixty (60) days prior to the date on which enforcement would be barred, and shall execute any additional documents reasonably required to perfect the security interest of Lender in the Collateral. Should any Collateral decline in value after the date of this Security Agreement, Borrower shall, within five (5) days after receiving notice from Lender of such decline in value, grant a security interest in additional satisfactory to Lender. Borrower authorizes Lender, in its sole discretion, to: (a) notify the obligor on any Collateral to make payments directly to Lender; (b) receive and recover any money or other property at any time due with respect to the Collateral and in connection therewith, endorse notes, checks, drafts or other evidence of payments; and (c) settle, adjust and compromise, in Lender's sole discretion, all present and future claims arising with respect to the Collateral. To the extent that any stocks, bonds or other securities are included in the Collateral, Borrower (a) covenants not to vote any Collateral in any manner that would adversely affect Lender's rights and (b) authorizes Lender, in its discretion, to transfer to or register in its name or the name of its nominee any of the Collateral, with or without indication of the security interest herein created. Lender is not obligated to take any of the foregoing actions or to preserve Borrower's rights with respect to the Collateral including, without limitation, any action to perfect or continue a perfected security interest, or to assert, rights against prior parties and shall not be liable in any manner with respect to the Collateral. Any responsibility of Lender with respect to the Collateral, whether arising contractually or as a matter of law, is hereby expressly waived.

4. Accounts as Collateral. With respect to Borrower's undisbursed loan proceed accounts that are subject to this Security Agreement, Borrower agrees to administer its accounts and the proceeds thereof in a fiduciary capacity for Lender, take all actions necessary to collect the accounts, and immediately deposit all proceeds of the accounts into Borrower's deposit account with Lender. Upon request, Borrower shall at any time (a) furnish to Lender within ten (10) days a list of the accounts, showing the name, address and the amount owed by each account debtor and (b) mark on all bills, invoices and statements issued in connection with the accounts that the account is subject to a security agreement with Lender and is payable to Lender at Lender's address. If Borrower accepts chattel paper or instruments in payment of accounts, goods or services, Borrower shall promptly deliver all such chattel paper and instruments to Lender in negotiable form, upon Lender's request.

5. Access to Collateral; Books and Record. Borrower shall at all times permit Lender, its officers and agents, access to the Collateral and to all books, records and data relating to the Collateral, for inspection and for verification of the existence, condition and value of the Collateral. Borrower shall furnish all assistance and information that Lender may require to conduct such inspections and verifications. Upon request, Borrower, at its expense, shall cause or permit an

independent certified public accountant, appraiser or other expert selected by Lender to prepare and deliver to Lender a verification of the existence, condition or value of the Collateral.

6. Execution of Additional Documents. Borrower agrees to do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers, assurances and other instruments, including security agreements and financing statements, as Lender shall from time to time require, for the purpose of better assuring, conveying, assigning, transferring and confirming unto Lender the Collateral and rights hereby encumbered, created, conveyed, assigned or intended now or hereafter so to be encumbered, created, conveyed or assigned or which Borrower may now be or may hereafter become bound to encumber, create, convey, or assign to Lender, or for the purpose of carrying out the intention or facilitating the performance of the terms of this Security Agreement, or for filing, registering or recording this Security Agreement, and to pay all filing, registration or recording fees and all taxes, costs and other expenses, including Reasonable Attorneys' Fees (as defined below), incident to the preparation, execution, acknowledgment, delivery and recordation of any of the same.

Lender, at the expense of Borrower, may or shall cause such statements, descriptions and assurances, as herein provided in this Paragraph 6, and this Security Agreement to be recorded and re-recorded, filed and refiled, at such times and in such places as may be required or permitted by law to so create, perfect and preserve the lien and encumbrance hereof upon all of the Collateral, and Borrower hereby authorize Lender to file financing statements and amendments thereto without the signature of Borrower, as permitted by law.

7. After-Acquired Collateral Secured. It is understood and agreed that all right, title and interest of Borrower in and to all extensions, improvements, betterments, renewals, substitutions, replacements of, and all additions to the Collateral, which shall become subject to the lien of this Security Agreement as fully and completely and with the same effect as though now owned by Borrower and specifically described herein, but at any and all times Borrower will execute and deliver to Lender any and all such further assurances, conveyances, security agreements and financing statements therein as Lender may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Security Agreement.

8. Payments by Lender on Behalf of Borrower. Should Borrower fail to make payment of any taxes, assessments or public charges on or with respect to the Collateral before the same shall become delinquent, or shall fail to make payment of any insurance premiums or other charges, impositions, or liens herein or elsewhere required to be paid by Borrower, then Lender, at its sole option, but without obligation to do so, may make payment or payments of the same and also may redeem the Collateral from tax sale without any obligation to inquire into the validity of such taxes, assessments and tax sales. In the case of any such payment by Lender, Borrower agrees to reimburse Lender, upon demand therefor, the amount of such payment and of any fees and expenses attendant in making the same, together with interest thereon at the highest rate of interest then allowable by the laws of the State of Florida or, if controlling, the laws of the United States, and until paid such amounts and interest shall be added to and become part of the debt secured hereby to the same extent that this Security Agreement secures the repayment of the indebtedness evidenced by the Note. In making payments hereby authorized by the provisions of this Paragraph 8, Lender may do so whenever, in its sole judgment and discretion, such advance

or advances are necessary or desirable to protect the full security intended to be afforded by this instrument. Neither the right nor the exercise of the right herein granted unto Lender to make any such payments as aforesaid shall preclude Lender from exercising its option to cause the whole indebtedness secured hereby to become immediately due and payable by reason of Borrower's default in making such payments as hereinabove required.

9. Costs of Collection. In the event that the Note secured hereby is placed in the hands of an attorney for collection, or in the event that Lender shall become a party either as plaintiff or as defendant, in any action, suit, appeal or legal proceeding (including, without limitation, foreclosure, bankruptcy or administrative proceedings or any proceeding wherein proof of claim is by law required to be filed), hearing, motion or application before any court or administrative body in relation to the Collateral or the lien and security interest granted or created hereby or herein, or for the recovery or protection of said indebtedness or the Collateral, Borrower shall save and hold Lender harmless from and against any and all costs and expenses incurred by Lender on account thereof, including, but not limited to, Reasonable Attorneys' Fees, at all trial and appellate levels, and including in administrative, alternative dispute resolution, insolvency and bankruptcy proceedings, and Borrower shall repay, on demand, all such costs and expenses, together with interest thereon at the Default Rate (as defined below); all of which sums, if unpaid, shall be added to and become a part of the indebtedness secured hereby. Without limiting the foregoing, Borrower shall reimburse Lender for any and all out of pocket expenses, including, but not limited to, Reasonable Attorneys' Fees, incurred by Lender in reviewing and/or approving any documents requested by Borrower, or otherwise incurred by Lender in exercising its rights pursuant to this Security Agreement, the Note, or any of the other Loan Documents. Borrower acknowledges that Lender will charge and Borrower shall pay an administrative fee based upon the amount of time and effort required by Lender's in-house staff to review and approve or disapprove any request made by Borrower; such fee will be determined by Lender at the time a request is made by Borrower and Borrower shall pay such fee before, and as a condition to, Lender's consideration of any request. Payment of such fee and other expenses incurred by Lender shall not be construed as Lender's approval of such request nor require Lender to approve any request.

10. Default Rate. "Default Rate" means any sums not paid when due, whether maturing by lapse of time or by reason of acceleration under the provisions of the Note or this Security Agreement, and whether principal, interest or money owing for advancements pursuant to the terms of this Security Agreement or any of the other Loan Documents, which shall bear interest until paid at the maximum allowable charges of interest which are permitted to be contracted for, charged or received under the laws of the State of Florida or, if controlling, the United States, all of which sums shall be added to and become a part of the indebtedness secured hereby.

11. Savings Clause; Severability. Notwithstanding any provisions in the Note, in this Security Agreement or any of the Loan Documents to the contrary, the total liability for payments in the nature of interest including but not limited to interest at the Default Rate and late payment charges shall not exceed the limits imposed by the laws of the State of Florida or, if controlling, the United States of America relating to maximum allowable charges of interest. Lender shall not be entitled to receive, collect or apply, as interest on the indebtedness evidenced by the Note, any amount in excess of the maximum lawful rate of interest permitted to be

charged by applicable law. In the event Lender ever receives, collects or applies as interest any such excess, such amount which would be excessive interest shall be applied to reduce the unpaid principal balance of the indebtedness evidenced by the Note. If the unpaid principal balance of such indebtedness has been paid in full, any remaining excess shall be forthwith paid to Borrower. If any clauses or provisions herein contained shall operate or would prospectively operate to invalidate this Security Agreement, then such clauses or provisions only shall be held for naught, as though not herein contained and the remainder of this Security Agreement shall remain operative and in full force and effect.

12. Bankruptcy, Reorganization or Assignment. Except as hereinafter provided, it shall be a default under this Security Agreement if Borrower shall: (a) elect to dissolve and liquidate its business organization and windup its business affairs without receiving the prior written approval of Lender; (b) consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets; (c) be adjudicated as bankrupt or insolvent, or file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due; (d) make a general assignment for the benefit of creditors; (e) file a petition under or take advantage of any insolvency law; (f) file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding or fail to cause the dismissal of such petition within sixty (60) days after the filing of said petition; (g) take action for the purpose of effecting any of the foregoing; or (h) if any order, judgment or decree shall be entered upon an application of a creditor by a court of competent jurisdiction approving a petition seeking appointment of a receiver or trustee of all or a substantial part of its assets and such order, judgment or decree shall continue unstayed and in effect for a period of sixty (60) days.

13. Time is of the Essence; Monetary and Non-Monetary Defaults. It is understood by Borrower that time is of the essence hereof in connection with all obligations of Borrower herein and in the Note, this Security Agreement, and in any of the other Loan Documents evidencing or securing the Note.

If: (i) any Monetary Default (as hereinafter defined) shall be made in the payment of any monthly installment of principal and interest due under the Note or of any other monetary obligation under the Note, whether of principal or interest, or both, or in the payment of any other sums of money referred to herein or in the Note, this Security Agreement or any other Loan Documents, promptly and fully when the same shall be due without notice or demand from Lender to Borrower; or (ii) any Incurable Default (as hereinafter defined) shall occur, or (iii) any Non-Monetary Default (as hereinafter defined) shall be made by Borrower in any one of the agreements, conditions or covenants of the Note, this Security Agreement, or any other Loan Documents, or in the event that each and every one of said agreements, conditions and covenants are not otherwise duly, promptly and fully discharged or performed, and any Non-Monetary Default remains uncured for a period of thirty (30) days after written notice thereof from Lender to Borrower has been delivered in the manner prescribed in Paragraph 26 hereof, Lender, at its sole option, may thereupon or thereafter declare the indebtedness evidenced by the Note, as well as all other monies secured hereby, including, without limitation, accrued and unpaid interest and late payment charges, to be forthwith due and payable, whereupon the principal of and the interest accrued on the indebtedness evidenced by the Note and all other sums secured by this Security Agreement, at the option of Lender, shall immediately become due and payable as if all

of said sums of money were originally stipulated to be paid on such day, and thereupon, Lender may avail itself of all rights and remedies provided by law and may foreclose or prosecute a suit at law or in equity as if all monies secured hereby had matured prior to its institution, anything in this Security Agreement or in the Note to the contrary notwithstanding. Lender shall have no obligation to give Borrower notice of, or any period to cure, any Monetary Default or any Incurable Default (as hereinafter defined) prior to exercising its right, power and privilege to accelerate the maturity of the indebtedness secured hereby. In the event a Non-Monetary Default is not capable of being cured within thirty (30) days, provided that Borrower is diligently attempting to cure such Non-Monetary Default, the cure period may be reasonably extended at Lender's discretion, not to exceed a total of sixty (60) days.

As used herein, the term "Monetary Default" shall mean any default which can be cured by the payment of money such as, but not limited to, the payment of principal and interest due under the Note and the payment of taxes, assessments and insurance premiums when due as provided in this Security Agreement. As used herein, the term "Non-Monetary Default" shall mean any default which is not a Monetary Default or an Incurable Default. As used herein, the term "Incurable Default" shall mean (i) the making of any voluntary or involuntary sale, assignment, mortgage, encumbrance, or transfer in violation of the covenants contained herein; or (ii) if Borrower makes an assignment for the benefit of creditors, becomes insolvent, or files a petition in bankruptcy (including but not limited to, a petition seeking a rearrangement or reorganization).

14. Remedies. If Borrower defaults in the timely payment or performance of any of the Obligations, if any warranty or representation of Borrower or Borrower to Lender should be untrue at any time, upon Borrower's breach of any other covenants or agreements between the parties entered into in conjunction herewith, then, at the option of Lender, the Obligations shall be immediately due and payable in full without notice or demand, and Lender shall, without limitation, have the remedies of a secured party under the Uniform Commercial Code, together with the remedies provided for in this Security Agreement. Lender (a) may sell, assign, transfer and effectively deliver all or any part of the Collateral at public or private sale, without recourse to judicial proceedings and without demand, appraisal or advertisement, all of which are hereby expressly waived by Borrower to the fullest extent permitted by law, and (b) may cause all or any part of the Collateral to be seized and sold, under writ issued in execution of judgment obtained upon the Obligations, or under other legal procedure. Borrower grants to Lender an irrevocable power of attorney (coupled with an interest) to exercise, after default, at Lender's sole discretionary option and without any obligation to do so, all rights that Borrower has with respect to the Collateral, including, without limitation, the right to exercise all rights of inspection, deriving from Borrower's ownership of or other interest in the Collateral. If the proceeds from the sale or enforcement of the Collateral are insufficient to satisfy all of the Obligations in full, all parties obligated thereon shall remain fully obligated for any deficiency. The rights and remedies of Lender hereunder are cumulative, may be exercised singly or concurrently, and are in addition to any rights and remedies of Lender under applicable law.

Notwithstanding any provision of this Security Agreement to the contrary, during any period of default and regardless of any cure period applicable to such default, in each instance under this Security Agreement, the Note, or any of the other Loan Documents in which either (i) Borrower is permitted to take an action without Lender's consent or (ii) Lender's consent is to be

exercised reasonably, Lender's consent shall be required and shall be granted or withheld in Lender's sole and absolute discretion.

15. Protection of Lender's Security. At any time after default hereunder, Lender is authorized, without notice and in its sole discretion, to take possession of the Collateral or any part thereof and to perform any acts which Lender deems necessary or proper to conserve the security herein intended to be provided by the Collateral, to operate any business or businesses conducted thereon and to collect and receive all rents, issues and profits thereof and therefrom, including those past due as well as those accruing thereafter.

16. Rights and Remedies Cumulative; Forbearance Not a Waiver. The rights and remedies herein provided are cumulative and Lender, as the holder of the Note and of every other obligation secured hereby, may recover judgment thereon, issue execution therefor and resort to every other right or remedy available at law or in equity, without first exhausting any right or remedy available to Lender and without affecting or impairing the security of any right or remedy afforded hereby, and no enumeration of special rights or powers by any provisions hereof shall be construed to limit any grant of general rights or powers, or to take away or limit any and all rights granted to or vested in Lender by law, and Borrower further agrees that no delay or omission on the part of Lender to exercise any rights or powers accruing to it hereunder shall impair any such right or power or shall be construed to be a waiver of any such event of default hereunder or an acquiescence therein; and every right, power and remedy granted herein or by law to Lender may be exercised from time to time as often as may be deemed expedient by Lender.

17. Modification Not an Impairment of Security. Lender, without notice and without regard to the consideration, if any, paid therefor, may release any part of the security described herein or may release any person or entity liable for any indebtedness secured hereby without in any way affecting the priority of this Security Agreement, to the full extent of the indebtedness remaining unpaid hereunder, upon any part of the security not expressly released. Lender may, at its option and within its sole discretion, also agree with any party obligated on said indebtedness, or having any interest in the security described herein, to extend the time for payment of any part or all of the indebtedness secured hereby, and such agreement shall not, in any way, release or impair this Security Agreement, but shall extend the same as against the title of all parties having any interest in said security, which interest is subject to this Security Agreement.

18. Modification Not a Waiver. In the event Lender: (a) releases, as aforesaid, any part of the security described herein or any person or entity liable for any indebtedness secured hereby, or (b) grants an extension of time for the payment of the Note, or (c) takes other or additional security for the payment of the Note, or (d) waives or fails to exercise any rights granted herein or in the Note, or any other Loan Document, any said act or omission shall not release Borrower, subsequent purchasers of the Collateral or any part thereof, or makers, sureties, or endorsers of the Note, if any, from any obligation or any covenant of this Security Agreement or of the Note or of any of the other Loan Documents, nor preclude Lender from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made, or any subsequent default.



19. Transfer of Beneficial Interest in Borrower; Assumption.

(a) Except as specifically set forth herein, the sale, transfer, assignment or conveyance of all or any portion of the Collateral, other than in the ordinary course of Borrower's business or the transfer, assignment or conveyance of any direct or indirect interest in Borrower, whether voluntarily or by operation of law, in each case without the prior written consent of Lender, shall constitute a default under the terms of this Security Agreement and entitle Lender, at its sole option, to accelerate all sums due on the Note, together with accrued but unpaid interest, late payment charges, or any other amounts secured hereby.

Borrower and any subsequent owner of the Collateral or any portion thereof shall do all things necessary to preserve and keep in full force and effect its and their existence, franchises, rights and privileges as an entity created or organized under the laws of the state of its formation and its right to own property and transact business in the State of Florida, as applicable. It shall be a default hereunder if Borrower or any subsequent owner of the Collateral or any portion thereof shall amend, modify, transfer, assign or cancel the certificate of incorporation, bylaws, partnership agreement, certificate of partnership, articles of organization, operating agreement, trust agreement, or other organizational documents (collectively, the "Organizational Documents") as the case may be, of Borrower or such subsequent owner and, in the reasonable determination of Lender, such amendment, modification, transfer, assignment or cancellation could have a material adverse effect on Lender, the Collateral or the value thereof. Borrower or such subsequent owner shall provide Lender with copies of any amendment to its Organizational Documents no later than thirty (30) days prior to the effective date of such amendment so that Lender may, in its sole discretion, determine whether such amendment adversely affects Lender, the Collateral or the value thereof.

In the event the ownership of the Collateral, or any part thereof, shall become vested in a person or entity other than Borrower, whether with or without the prior written consent of Lender, Lender may, without notice to Borrower, deal with such successor or successors in interest with reference to the Collateral, this Security Agreement and the Note secured hereby in the same manner and to the same extent as with Borrower without in any way vitiating or discharging Borrower's liability hereunder or under the Note. No sale, transfer or conveyance of the Collateral, no forbearance on the part of Lender and no extension of the time for the payment of the Note hereby secured given by Lender to Borrower shall operate to release, discharge, modify, change, or affect the original liability of Borrower, either in whole or in part, unless expressly set forth in writing executed by Lender. Notwithstanding anything contained herein to the contrary, Borrower hereby waives any right it now has or may hereafter have to require Lender to prove an impairment of its security as a condition to Lender's exercise of its rights under this Paragraph 19.

20. Cross-Default. The Note secured hereby is also secured by the terms, conditions and provisions of a Mortgage and Security Agreement and an Assignment of Leases, Rents and Profits from Florida Institute for Human and Machine Cognition, Inc., a Florida not for profit corporation, to Lender recorded among the Public Records of Escambia County, Florida (the "Mortgage" and "Assignment," respectively) and, additionally, may be secured by contracts or agreements of guaranty or other security instruments from Borrower or others to Lender. The terms, conditions and provisions of each such security instrument shall be considered a part

hereof as fully as if set forth herein verbatim. Any default under this Security Agreement, the Note, the Loan Agreement or any of the other Loan Documents shall constitute an event of default under each other Loan Document, including the aforesaid Mortgage, the Assignment, and any other security instruments, and any default under the Mortgage, Assignment or other security instruments shall likewise constitute a default hereunder and under the Note secured hereby. Notwithstanding the foregoing, the enforcement or attempted enforcement of this Security Agreement or any other security instrument now or hereafter held by Lender shall not prejudice or in any manner affect the right of Lender to enforce any other Loan Document; it being understood and agreed that Lender shall be entitled to enforce this Security Agreement and any other Loan Document now or hereafter held by it in such order and manner as Lender, in its sole discretion, shall determine.

21. Examination of Borrower's Records. Borrower will maintain complete and accurate books and records showing in detail the income and expenses of the Collateral, and will permit Lender and its representatives to examine said books and records and all supporting vouchers and data during normal business hours and from time to time upon request by Lender, in such place as such books and records are customarily kept.

22. Future Advances Secured. This Security Agreement shall secure not only existing indebtedness, but also future advances, whether such advances are obligatory or to be made at the option of Lender, as are made within twenty (20) years from the date hereof. Upon request of Borrower, and at Lender's option prior to release of this Security Agreement, Lender may make future advances to Borrower. All future advances with interest thereon shall be secured by this Security Agreement to the same extent as if such future advances were made on the date of the execution of this Security Agreement unless the parties shall agree otherwise in writing, but the total secured indebtedness shall not exceed at any one time a maximum principal amount equal to double the face amount of the Note. Any advances or disbursements made for the benefit or protection of or the payment of taxes, assessments, levies or insurance upon the Collateral, with interest on such disbursements as provided herein shall be added to the principal balance of the Note and collected as part thereof.

23. Embargoed Person. At all times throughout the term of the Loan: (a) none of the funds or assets that are used to repay the Loan or of Borrower shall constitute property of, or shall be beneficially owned directly or, to Borrower's best knowledge, indirectly, by any person subject to sanctions or trade restrictions under United States law ("Embargoed Person" or "Embargoed Persons") that are identified on (1) the "List of Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control (OFAC), U.S. Department of the Treasury, and/or to Borrower's best knowledge, as of the date thereof, based upon reasonable inquiry by Borrower, on any other similar list maintained by OFAC pursuant to any authorizing statute including, but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Order or regulation promulgated thereunder, with the result that the investment in Borrower, as applicable (whether directly or indirectly), is prohibited by law, or the Loan made by Lender would be in violation of law, or (2) Executive Order 13224 (September 23, 2001) issued by the President of the United States ("Executive Order Blocking Mortgaged Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), any related enabling legislation or any other similar Executive Orders; and (b) no

Embargoed Person shall have any direct interest, and to Borrower's best knowledge, as of the date hereof, based upon reasonable inquiry by Borrower, indirect interest, of any nature whatsoever in Borrower, as applicable, with the result that the investment in Borrower, as applicable (whether directly or indirectly), is prohibited by law or the Loan is in violation of law.

24. Anti-Money Laundering. At all times throughout the term of the Loan, including after giving effect to any transfers permitted pursuant to the Loan Documents, none of the funds of Borrower, as applicable, that are used to repay the Loan shall be derived from any unlawful activity, with the result that the investment in Borrower, as applicable (whether directly or indirectly), is prohibited by law or the Loan is in violation of law.

25. Successors and Assigns; Terminology. The provisions hereof shall be binding upon Borrower, and the successors and assigns of Borrower, and shall inure to the benefit of Lender, its successors and assigns. Where more than one Borrower is named herein, the obligations and liabilities of Borrower shall be joint and several. Wherever used in this Security Agreement, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Borrower" shall mean Borrower and/or any subsequent owner or owners of the Collateral, the word "Lender" shall mean Lender or any subsequent holder or holders of the Note and this Security Agreement, the word "Note" shall mean the note(s) secured by this Security Agreement, the word "person" shall mean an individual, trustee, trust, corporation, partnership, limited liability company, unincorporated association, or other entity, and the phrase "successors and assigns" includes the personal representatives and heirs of any individual. As used herein, the phrase "Reasonable Attorneys' Fees" shall mean all costs and expenses of attorneys selected by Lender based upon such attorneys' then prevailing hourly rates as opposed to any statutory presumption specified by any statute then in effect in the State of Florida, including, without limitation, all reasonable attorneys' fees and costs incurred in finalizing a judgment and in establishing the amount of reasonable fees and costs to be awarded.

26. Notices. All notices, reports, requests or other written instruments required or permitted hereunder shall be in writing, signed by the party giving or making the same, and shall be sent hand-delivered, effective upon receipt, sent by United States Express Mail or by a nationally recognized overnight courier, effective upon receipt, or sent by United States registered or certified mail, postage prepaid, with return receipt requested, deemed effective on the earlier of the day of actual delivery as shown by the addressee's return receipt or the expiration of three (3) business days after the date of mailing, addressed to the party intended to receive the same at the address set forth below (or at such other address as shall be given in writing by any party to another):

To Borrower: Florida Institute for Human and Machine Cognition, Inc.  
Attention: General Counsel  
40 South Alcaniz Street  
Pensacola, FL 32502

To Lender: Escambia County Florida  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, FL 32502

27. Governing Law. This Security Agreement is to be governed by the internal laws of the State of Florida (without regard to its principles and provisions on conflicts of laws), provided that where Collateral is located in a jurisdiction other than Florida, remedies available to Lender hereunder and under the laws of such jurisdiction shall be available to Lender without regard to any restriction of Florida law. If any provision of this Security Agreement shall be held to be legally invalid or unenforceable by any court of competent jurisdiction, all remaining provisions of this Security Agreement shall remain in full force and effect.

28. Rights of Lender Cumulative. The rights of Lender arising under the clauses and covenants contained in this Security Agreement shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; and no act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provisions, anything herein or otherwise to the contrary notwithstanding.

29. Modifications. This Security Agreement cannot be changed, altered, amended or modified except by an agreement in writing executed by both Borrower and Lender.

30. Captions. The captions set forth at the beginning of the various paragraphs of this Security Agreement are for convenience only and shall not be used to interpret or construe the provisions of this Security Agreement.

31. Waiver of Redemption, and Marshaling of Assets. To the fullest extent permitted by law, Borrower hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Borrower by virtue of any present or future statute of limitations or law or judicial decision exempting the Collateral from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment, and (b) any right to a marshaling of assets or a sale in inverse order of alienation.

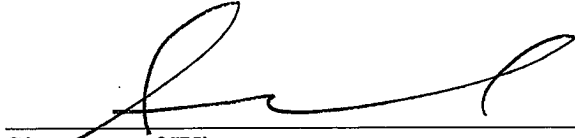
32. Consent to Jurisdiction. Borrower hereby consents and submits to the exclusive jurisdiction and venue of any state or federal court sitting in Escambia County, Florida, with respect to any legal action or proceeding arising with respect to this Security Agreement or any other Loan Document and waives all objections which it may have to such jurisdiction and venue. Nothing herein shall, however, preclude or prevent Lender from bringing actions against Borrower in any other jurisdiction as may be necessary to enforce or realize upon the security herein provided.


33. WAIVER OF TRIAL BY JURY. BORROWER WAIVES ITS RIGHT, TO THE FULLEST EXTENT PERMITTED BY LAW, AND AGREES NOT TO ELECT, A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS SECURITY AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES AS BORROWER AND LENDER.

(end of text; signatures on following page)

IN WITNESS WHEREOF, Borrower has caused these presents to be executed as of the day and year first above written.


Signed, Sealed and Delivered in the presence of the following witnesses:

  
\_\_\_\_\_  
Signature of Witness  
Stephen R. Moorhead  
\_\_\_\_\_  
Printed Names of Witness

  
\_\_\_\_\_  
Signature of Witness  
Dawn Cummings  
\_\_\_\_\_  
Printed Name of Witness

**BORROWER:**

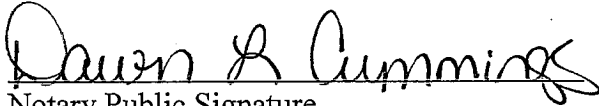
FLORIDA INSTITUTE FOR HUMAN AND MACHINE COGNITION, INC., a Florida not for profit corporation

  
\_\_\_\_\_  
By: Richard R. Baker  
Its: Director and Chair, Finance and Audit

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of November, 2013, by Richard R. Baker, as Director and Chair, Finance and Audit of Florida Institute for Human and Machine Cognition, Inc., a Florida not for profit corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

  
\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
(Name typed, printed or stamped)  
Notary Public  
My Commission Expires: \_\_\_\_\_

**DAWN L. CUMMINGS**  
Notary Public, State of Florida  
My Comm. Expires Dec. 13, 2013  
No. DD946182

SCHEDULE 1

Borrower's legal status: Not for Profit Corporation

State or jurisdiction of Borrower's organization: Florida

Borrower's mailing address: 40 South Alcaniz Street  
Pensacola, FL 32502

Borrower's principal residence (individual) or location of chief executive office (other entity):

40 South Alcaniz Street  
Pensacola, FL 32502

Location of Borrower's books and records:

40 South Alcaniz Street  
Pensacola, FL 32502

Location of Borrower's inventory and equipment:

40 South Alcaniz Street  
Pensacola, FL 32502

Other names and legal forms used by Borrower to conduct business within last ten years:

N/A

## EXHIBIT "A"

### PARCEL 1:

A PIECE OR PARCEL OF LAND IN CEMETERY LOTS THREE HUNDRED SEVENTY SIX AND THREE HUNDRED SEVENTY SEVEN (376 AND 377), OLD CITY TRACT, DESCRIBED AS FOLLOWS: FROM A POINT ON THE NORTH LINE OF EAST ROMANA STREET BEGINNING TWO HUNDRED AND FIFTY EIGHT AND TWO TENTHS (258.2) FEET EAST OF THE EAST LINE OF ALCANIZ STREET; RUN THENCE NORTHWARD AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT THREE HUNDRED SEVENTY SIX (376); THENCE RUN EASTWARD ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT THREE HUNDRED SEVENTY SIX (376), A DISTANCE OF THIRTY AND FIVE TENTHS (30.5) FEET; THENCE RUN SOUTHWARD AT RIGHT ANGLES TO THE NORTH LINE OF EAST ROMANA STREET; THENCE RUN EASTWARD ALONG THE NORTH LINE OF EAST ROMANA STREET, A DISTANCE OF THIRTY AND FIVE TENTHS (30.5) FEET TO THE POINT OF BEGINNING, ALL LYING AND BEING IN CEMETERY LOTS THREE HUNDRED AND SEVENTY SIX (376) AND THREE HUNDRED SEVENTY SEVEN (377), OLD CITY TRACT, AS PER MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, ALL LYING AND BEING IN ESCAMBIA COUNTY, FLORIDA.

### PARCEL 2:

BEGIN AT THE NORTH LINE OF ROMANA STREET, 315.7 FEET EAST OF EAST LINE OF ALCANIZ STREET; NORTH 100 FEET; WEST 27.94 FEET; SOUTH 100 FEET; EAST 27.94 FEET TO BEGINNING, PART OF LOTS 377-378, CEMETERY LOTS, OLD CITY TRACT, SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, DESCRIBED ACCORDING TO MAP OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON AND COMPANY, 1903.

### PARCEL 3:

COMMENCE AT THE SOUTHWEST CORNER OF CEMETERY LOT 370, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906, SAID CORNER BEING THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF ALCANIZ STREET (R/W WIDTH VARIES) AND THE NORTH RIGHT OF WAY LINE OF ROMANA STREET (45' R/W); THENCE GO NORTH  $78^{\circ} 49' 31''$  EAST ALONG SAID NORTH RIGHT OF WAY LINE OF ROMANA STREET, FOR A DISTANCE OF 190.45 FEET TO THE SOUTHWEST CORNER OF CEMETERY LOT 375 FOR THE POINT OF BEGINNING; THENCE GO NORTH  $11^{\circ} 12' 25''$  WEST ALONG THE WEST LINE OF SAID CEMETERY LOT 375, FOR A DISTANCE OF 100.07 FEET TO THE NORTHWEST CORNER OF SAID CEMETERY LOT 375; THENCE GO NORTH  $78^{\circ} 46' 03''$  EAST ALONG THE NORTH LINE OF SAID CEMETERY LOT 375 AND CEMETERY LOT 376, FOR A DISTANCE OF 66.80 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2736, AT PAGE 847, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH  $11^{\circ} 10' 29''$  EAST ALONG THE EAST LINE OF SAID OFFICIAL RECORDS BOOK 2736, AT PAGE 847, FOR A DISTANCE OF 100.14 FEET TO THE SOUTHEAST CORNER OF SAID OFFICIAL RECORDS BOOK 2736, AT PAGE 847, SAID CORNER BEING ON THE AFORESAID NORTH RIGHT OF WAY LINE OF ROMANA STREET (45' R/W); THENCE GO SOUTH  $78^{\circ} 49' 31''$  WEST ALONG SAID NORTH RIGHT OF WAY LINE, FOR A DISTANCE OF 66.75 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS ALL CEMETERY LOT 375 AND A PORTION OF CEMETERY LOT 376,

OLD CITY TRACT, CITY OF PENSACOLA, SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

PARCEL 4

THE EAST 18.37 FEET OF CEMETERY OF LOT 378 AND THE WEST 10 FEET OF CEMETERY LOT 379, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

PARCEL 5

THE WEST TWO FEET OF CEMETERY LOT 380 AND THE EAST 28 FEET OF CEMETERY LOT 379, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

PARCEL 6

LOTS 381 AND 382, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

PARCEL 7

THAT PORTION OF THE RIGHT OF WAY OF ARAGON STREET LYING BETWEEN THE EASTERN RIGHT OF WAY LINE OF ALCANIZ STREET AND THE WESTERN RIGHT OF WAY LINE OF FLORIDA BLANCA STREET; AND ALSO CEMETERY LOTS 409 THROUGH 423, BOTH INCLUSIVE, OLD CITY TRACT, ALL ACCORDING TO MAP OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1903.

PARCEL 8

THE WEST 19.63 FEET OF CEMETERY LOT 378, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5394

County Attorney's Report 12. 2.

BCC Regular Meeting

Action

Meeting Date: 12/05/2013

Issue: Conveyance of a Quit-Claim Deed to the City of Pensacola to Release Any Interest Held by the County in the Visitors Information Center

From: Stephen West, Senior Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

---

#### **RECOMMENDATION:**

Recommendation Concerning the Conveyance of a Quit-Claim Deed to the City of Pensacola to Release Any Interest Held by the County in the Visitors Information Center.

That the Board authorize the Chairman to execute and convey to the City of Pensacola a Quit-Claim Deed releasing any interest of the County in the Visitors Information Center currently occupied by the Pensacola Area Chamber of Commerce.

#### **BACKGROUND:**

The City of Pensacola owns the land at the base of the Pensacola Bay Bridge that is the location of the Visitors Information Center currently occupied by the Pensacola Area Chamber of Commerce. In 2000, the County funded renovations to the Visitors Information Center through a loan with the Local Government Finance Commission and retained a potential interest in the Visitors Information Center as long as the loan remained unpaid, as provided in the Miscellaneous Appropriations Agreement between Escambia County and Pensacola Area Chamber of Commerce dated March 16, 2000, and a Memorandum of Agreement between the City of Pensacola and Escambia County, dated July 6, 2000. The Office of Management and Budget has confirmed that the loan has been paid in full, and the Quit-Claim Deed to the City confirms the release of any potential interest in the property and the Visitors Information Center arising out of those documents.

#### **BUDGETARY IMPACT:**

N/A

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

The Quit-Claim Deed was prepared by the County Attorney's Office.

#### **PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

After the Quit-Claim Deed is executed by the Chairman, the County Attorney's Office will forward it to the City Attorney's Office for recording in the public records at the City's cost.

---

**Attachments**

Quitclaim Deed (VIC)

---

This document prepared by:  
Stephen G. West, Senior 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

### QUITCLAIM DEED

THIS QUITCLAIM DEED is made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between 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 City of Pensacola, a Florida municipal corporation, whose address is 222 West Main Street, Post Office Box 12910, Pensacola, FL 32521 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by Grantee, the receipt of which is acknowledged, releases and quitclaims to Grantee, and Grantee's successors and assigns forever, all of its interest in the property described in the attached Exhibit A (Property) and any structures located thereon.

THIS QUITCLAIM DEED is conveyed to acknowledge that the loan with the Florida Local Government Finance Commission referenced in the Miscellaneous Appropriations Agreement between Escambia County and Pensacola Area Chamber of Commerce, dated March 16, 2000, and the Memorandum of Agreement between the City of Pensacola and Escambia County, dated July 6, 2000, has been paid in full, and any interest in the Property and the structures thereon arising out of those documents is hereby released.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chairman of the Board on the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and  
through its duly authorized BOARD OF  
COUNTY COMMISSIONERS

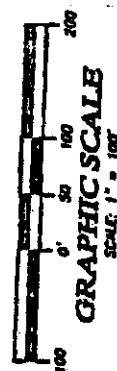
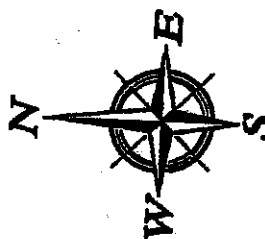
ATTEST: Pam Childers  
Clerk of the Circuit Court

\_\_\_\_\_  
Lumon J. May, Chairman

\_\_\_\_\_  
Deputy Clerk (SEAL)

# LEGAL DESCRIPTION

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF EAST SALAMANCA STREET WITH THE WEST RIGHT OF WAY LINE OF 12TH AVENUE ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, FLORIDA, COPYRIGHTED IN 1908 BY THOMAS C. WATSON, AND RUN THENCE SOUTH 00 DEGREES 08 MINUTES 14 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE FOR 99.86 FEET TO A POINT; THENCE DEPARTING SAID RIGHT OF WAY, RUN NORTH 88 DEGREES 40 MINUTES 44 SECONDS EAST FOR 414.33 FEET TO A POINT; THENCE NORTH 88 DEGREES 50 MINUTES 34 SECONDS EAST FOR 1935.23 FEET TO A POINT WITHIN THE PERIMETER OF THE WAYSIDE PARK COMPLEX, BEING LOCATED NEAR THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 98; THENCE NORTH 87 DEGREES 11 MINUTES 09 SECONDS EAST FOR 58.91 FEET TO A POINT; THENCE NORTH 32 DEGREES 21 MINUTES 08 SECONDS EAST FOR 45.47 FEET TO THE POINT OF BEGINNING OF SUBJECT PARCEL, AND BEING A POINT ON THE "OVAL" SHAPED PERIMETER OF THE LEASE AREA TO BE DESCRIBED, AND THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 35.25 FEET; THENCE ALONG SAID CURVED BOUNDARY THROUGH A CENTRAL ANGLE OF 180 DEGREES 00 MINUTES 00 SECONDS FOR 173.57 FEET (CHORD LENGTH 110.50 FEET; CHORD BEARING NORTH 78 DEGREES 23 MINUTES 22 SECONDS EAST; THENCE SOUTH 11 DEGREES 11 MINUTES 36 SECONDS EAST FOR 88.30 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 35.25 FEET; THENCE ALONG SAID CURVED BOUNDARY THROUGH A CENTRAL ANGLE OF 180 DEGREES 00 MINUTES 00 SECONDS FOR 173.57 FEET (CHORD LENGTH 110.50 FEET; CHORD BEARING S 78 DEGREES 23 MINUTES 22 SECONDS WEST; THENCE NORTH 11 DEGREES 36 MINUTES 38 SECONDS WEST 88.30 FEET TO THE POINT OF BEGINNING, CONTAINING 0.44 ACRES.

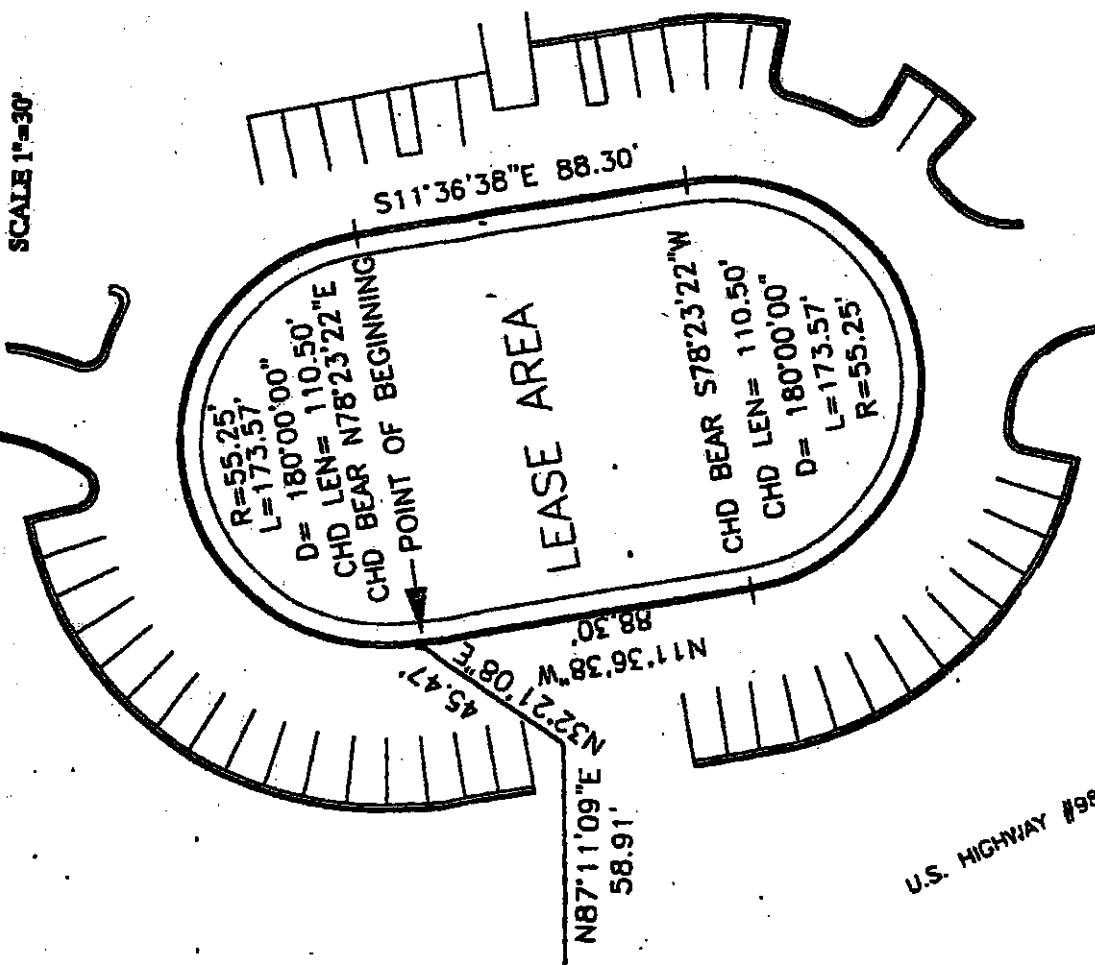


THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS.

## DETAIL

SCALE 1"=30'

PENSACOLA BAY



U.S. HIGHWAY #98

EXHIBIT "A"



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-5399

County Attorney's Report 12. 1.

BCC Regular Meeting

Discussion

Meeting Date: 12/05/2013

Issue: NOLFX

From: Stephen West, Senior Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

---

**RECOMMENDATION:**

Discussion Concerning NOLFX - Alison Rogers, County Attorney

**BACKGROUND:**

N/A

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

---