

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. VERBAL REACTION OR APPLAUSE IS NOT APPROPRIATE.

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

AGENDA

Board of County Commissioners

Regular Meeting – December 8, 2011 – 5:30 p.m.

Governmental Complex – First Floor

1. Call to Order.

**(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)**

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. Presentation of a check from the Federal Emergency Management Agency (FEMA) for the Maplewood Drainage Project.
7. Proclamations.

Recommendation: That the Board adopt the Proclamation extending greetings and best wishes for the implementation of the chartering of the Drexel P. Caldwell Knight Mason Council No. 108, which is named after the former Chief of Police of the City of Pensacola, the Honorable Drexel P. Caldwell.

8. Written Communication:

- A. October 25, 2011- Communication from Rev. Jerry Hunter, Jr., requesting that the Board forgive the fines relative to a Code Enforcement Lien against property located at 3416 West Avery Street.

Recommendation: That the Board review and consider lien relief request made by Rev. Jerry Hunter against property located at 3416 W Avery Street.

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

After reviewing the request for forgiveness of Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

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

- B. November 7, 2011- Email communication from Penny Feeser requesting that the Board forgive a Code Enforcement Lien against property located at 391 El Matador Trail.

Recommendation: That the Board review and consider lien relief request made by Penny Feeser against property located at 391 El Matador Trail.

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

After reviewing the request for forgiveness of Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

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

- C. November 23, 2011 - Communication from Fred Gunther, CCIM, Gunther Properties, LLC, on behalf of DR Horton, requesting that Escambia County release interest in any phosphate, minerals, metals, and petroleum on or under a 10-foot-wide strip of land located on Lot 5, Block C, Legacy Oaks, Gilmore Lake Subdivision.
- D. Undated communication from David Bramblett requesting that the Board forgive the fines relative to a Code Enforcement Lien against property located at 1115 Rachel Circle.

Recommendation: That the Board review and consider a lien relief request made by David Bramblett against property located at 1115 Rachel Circle.

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

After reviewing the request for forgiveness of Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

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

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

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

10. 5:31 p.m. Public Hearing for consideration of adopting a Resolution establishing the Board's intent to use the Uniform Method of Collection for Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

Recommendation: That the Board, at the 5:31 p.m. Public Hearing, adopt the Resolution establishing the Board's intent to use the Uniform Method of Collection for Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

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

11. 5:32 p.m. Public Hearing for consideration of the Petition to Vacate a portion of Palafox Parkway, Brentwood Park Subdivision, as petitioned by Brentwood Assembly of God, Inc.

Recommendation: That the Board, at the 5:32 p.m. Public Hearing, take the following action concerning the vacation of a portion of Palafox Parkway (40 feet x 260 feet = 10,400 square feet, or 0.23 acres) in Brentwood Park Subdivision, as petitioned by Brentwood Assembly of God, Inc.:

A. Approve the Petition to Vacate a portion of Palafox Parkway (40 feet x 260 feet = 10,400 square feet, or 0.23 acres) in Brentwood Park Subdivision, as petitioned by Brentwood Assembly of God, Inc.;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

Palafox Parkway (40' R/W) is a paved County-maintained road, dedicated and shown on the plat of Brentwood Park Subdivision, as recorded in Plat Book 1, at Page 11, of the public records of Escambia County, Florida. Brentwood Assembly of God, Inc., owns most of the property on both sides of the portion of Palafox Parkway requested to be vacated. The Petitioner is requesting that the Board vacate any interest the County has in the portion of Palafox Parkway (40 feet x 260 feet = 10,400 square feet, or 0.23 acres) lying between Virginia Way and Rosalyn Way (formerly known as Rosalyn Boulevard) according to said plat and as shown on attached Exhibit "A".

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 Reports Prepared by the Clerk of the Circuit Court & Comptroller's Finance Department

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

A. Payroll Expenditures for Pay Date November 23, 2011, in the amount of \$2,132,127.50; and

B. The following three Disbursement of Funds:

(1) November 10, 2011, to November 16, 2011, in the amount of \$3,596,675.57;

(2) November 17, 2011, to November 23, 2011, in the amount of \$4,406,193.10; and

(3) November 24, 2011, to November 30, 2011, in the amount of \$1,219,396.67.

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

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

A. Closing documents relating to the sale of surplus property, located at 1580 Lepley Road, to James C. Howard and Clydie M. Howard, as approved by the Board on June 7, 2007, executed by the chairman on November 18, 2011, and received in the Clerk to the Board's Office on November 21, 2011; and

B. Original DEP Agreement No. G0275, Amendment No. 2, as executed by the Chairman on November 3, 2011, based on the Board's November 5, 2009, approval of the agreement between the State of Florida Department of Environmental Protection (DEP) and the Escambia County Board of County Commissioners, DEP Agreement No. G0275, for the Bayou Chico/Jones Creek Stormwater Retrofit Project.

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

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

A. Approve the Minutes of the Regular Board Meeting held November 17, 2011;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held November 17, 2011; and

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held November 10, 2011.

## **GROWTH MANAGEMENT REPORT**

### I. Public Hearings

1. 5:45 p.m. - A Public Hearing Concerning the Review of the Annual Update

That the Board review and approve the proposed Comprehensive Plan Amendment, Capital Improvements Plan herein, amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan 2030.

2. 5:46 p.m. - A Public Hearing Concerning the Review of LDC Ordinance Article 7, "Certificate Of Zoning Compliance For The Sale Of Alcoholic Beverages"

That the Board review and adopt an Ordinance to the Land Development Code (LDC) amending Article 7, "Certificate Of Zoning Compliance For The Sale Of Alcoholic Beverages," to change the method of measurement to the same method as for bottle clubs.

3. 5:47 p.m. - A Public Hearing Concerning the Review of an LDC Ordinance - Board of County Commissioners Review and Action of Rezonings

That the Board does not adopt an Ordinance amending Part III of the Escambia County Code of Ordinances (1999), the Escambia County Land Development Code (LDC), as amended, amending Article 2, Section 2.08.02.E, "Board of County Commissioners; review and action on rezonings."

The Planning Board reviewed the Ordinance at the November 7, 2011, meeting and declined recommending the Ordinance for approval to the BCC.

4. 5:48 p.m.- A Public Hearing Concerning the Review of an LDC Ordinance Article 8, "Signage"

That the Board review and adopt an Ordinance amending Article 8, Section 8.02.00, to define "Community Redevelopment Area Gateway Sign"; amending Article 8, Section 8.04.01, to include Community Redevelopment Area Gateway Signs exempt from permitting; amending Article 8, Section 8.04.02.b, to allow Gateway Signs to be located within the County Right-Of-Way.

## II. Action Item

### 1. Recommendation Concerning the Recording of the Final Plat of Fairfield Commerce Park

That the Board approve recording of the Final Plat of Fairfield Commerce Park (a 6-lot, commercial subdivision), located in the Pensacola Community on West Park Place and lying north of West Fairfield Drive (State Road 289-A) and south of West Herman Avenue, owned and developed by Fairfield Drive Properties L.L.C. Prior to recording, the County Engineer, County Surveyor, Development Services Director, and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 4.02.07.E of the Escambia County Land Development Code. Also, prior to recording, the County Surveyor must sign the Final Plat, as set forth in Chapter 177.081 (1), Florida Statutes.

### III. Consent Agenda

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

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

#### **Thursday, January 5, 2012**

**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 12, 2011:

**1. Case No.: Z-2011-18**

Location: 15 Becks Lake Rd  
Property Reference No.: 14-1N-30-1001-000-002  
Property Size: 9.39 (+/-) acres  
From: ID-CP, Industrial Commerce Park (cumulative) and GBD, Gateway Business District  
To: ID-2, Industrial District (noncumulative)  
FLU Category: MU-S, Mixed Use Suburban  
Commissioner District: 5  
Requested by: Thomas Hammond, Agent for Cody Rawson, Owner

**2. Case No.: Z-2011-19**

Location: 3910 W Navy Blvd  
Property Reference No.: 38-2S-30-1000-170-006  
Property Size: 2.8 (+/-) acres  
From: C-1, Retail Commercial district (cumulative) (25 du/acre)  
To: C-2, General Commercial and Light Manufacturing District, (cumulative) (25 du/acre)  
FLU Category: C, Commercial  
Commissioner District: 2  
Requested by: Gregory Drake, Owner

**B.** 5:46 p.m. - A Public Hearing - Review of Small Scale Amendment SSA-2011-01.

## COUNTY ADMINISTRATOR'S REPORT

### I. Technical/Public Service Consent Agenda

1. 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 no longer in service, has been damaged beyond repair and/or is obsolete, and is to be auctioned as surplus or properly disposed of, all of which is described and listed on the Disposition Form noting the reason for disposal.

2. Recommendation Concerning Fiscal Year 2012 Federal Transit Administration Annual Certifications and Assurances for Escambia County Area Transit - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action concerning execution and filing of Fiscal Year 2012 Federal Transit Administration (FTA) Annual Certifications and Assurances for Escambia County Area Transit (ECAT):

A. Approve and authorize the Chairman to sign the Federal Fiscal Year 2012 Certifications and Assurances for Federal Transit Administration Assistance Programs;

B. Ratify the County Attorney's signature as the Affirmation of Applicant's Attorney on the Federal Fiscal Year 2012 Certifications and Assurances for Federal Transit Administration Assistance Programs; and

C. Authorize Escambia County Area Transit (ECAT) to file the Certifications and Assurances electronically, as required using the Federal Personal Passwords of the Chairman and County Attorney.

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

That the Board confirm the reappointment of Annette D'Isa, Assistant Vice President of Call Center Operations, Navy Federal Credit Union, to the Workforce Escarosa Board of Directors as a private sector representative, per the end date of her previous appointment, with the term of appointment to be effective November 6, 2011, through May 31, 2012, with special dispensation requested for this additional and abbreviated term, due to her pending retirement.

4. Recommendation Concerning the Conveyance of a Utility Easement to Deerfield Estates Homeowners' Association, Inc. - Joy D. Blackmon, P. E., Public Works Department Director

That the Board take the following action concerning the conveyance of a Utility Easement (approximately 25 feet x 29 feet = 725 square feet or 0.02 acres) on County-owned property located in Deerfield Estates Subdivision to Deerfield Estates Homeowners' Association, Inc.:

A. Approve granting a Utility Easement (approximately 25 feet x 29 feet = 725 square feet or 0.02 acres) on County-owned property located in the Deerfield Estates Subdivision to Deerfield Estates Homeowners' Association, Inc.; and

B. Authorize the Chairman or Vice Chairman to sign the necessary document granting a Utility Easement to Deerfield Estates Homeowners' Association, Inc.

Escambia County owns a parcel of property located off Erika Court in Deerfield Estates Subdivision. The County parcel is being utilized as a retention pond as shown on the plat of Deerfield Estates as recorded in Plat Book 16, at Page 36, of the Public Records of Escambia County, Florida. The County retention pond parcel also has a sanitary sewer lift station located within the boundaries of the parcel. During the development of the subdivision, the lift station was constructed without having a dedicated or deeded easement. The lift station and sewer system in Deerfield Estates, privately owned and maintained by the Homeowners' Association, was apparently not constructed to Emerald Coast Utilities Authority (ECUA) standards, nor accepted as an extension of ECUA's system. The Homeowners' Association has contracted with an engineering firm to perform upgrades to the lift station and system, at which time the Association realized that there was no Easement or separate parcel for the lift station. To facilitate their planned upgrades, the Homeowners' Association is requesting that the County convey a Utility Easement to them. Staff has reviewed this request and determined that the conveyance of this Easement will not adversely affect the County or the public's use of the property.

5. Recommendation Concerning Extension to the Training and Education Requirements of the Escambia County Fire Services Unification Plan - Michael D. Weaver, Public Safety Department Director

That the Board approve the "Escambia County Fire Services Unification Plan Training and Education Requirements Extension" providing a one-year extension, effective October 1, 2011, to the deadline for firefighters, career and volunteer, to complete all training and education requirements established by the Escambia County Fire Services Unification Plan.

6. Recommendation Concerning a Resolution of the Board of County Commissioners Supporting Comments to the Gulf Islands National Seashore Draft General Management Plan - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning a Resolution of the Board of County Commissioners Supporting Comments to the Gulf Islands National Seashore General Draft Management Plan:

- A. Adopt the Resolution; and
- B. Authorize the Chairman to sign the Resolution.

7. Recommendation Concerning District Four Appointment to the Escambia County Mass Transit Advisory Committee - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action concerning the District Four appointment to the Escambia County Mass Transit Advisory Committee:

- A. Confirm the appointment of David H. Powell as the District Four representative to the Escambia County Mass Transit Advisory Committee, replacing Megan F. Fry, who resigned, with the term of appointment to be effective December 8, 2011, and to run concurrent with the term of Commissioner Grover C. Robinson, IV, or at his discretion; and
- B. Request the County Administrator's Office to provide a letter of appreciation to Megan F. Fry for her service.

8. Recommendation Concerning Authorizing the Conveyance of Real Property to the City of Pensacola - Keith Wilkins, REP, Community & Environment Department Director

That the Board authorize the conveyance to the City of Pensacola (City) parcels of County property located within and adjacent to the area known as Escambia Treating Company Superfund site located within the Palafox Redevelopment Area (CRA), in accordance with the terms of the Agreement for Sale and Purchase attached to the Resolution:

- A. Adopt the Resolution authorizing the conveyance to the City of Pensacola parcels of County property located in the vicinity of the Escambia Wood Treating Company site, in accordance with the terms of the Agreement for Sale and Purchase, subject to the City's satisfactory completion and review of the environmental due diligence studies. Purchase price is \$1; and
- B. Authorize the Chairman to execute the Resolution, Agreement for Sale and Purchase, Deed, and all other documents necessary to complete the transaction.

9. Recommendation Concerning the City of Pensacola Annexation of the Escambia Treating Company Superfund Site Property - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the City of Pensacola (City) Annexation of the Escambia Treating Company Superfund Site Property:

- A. Support the annexation of the property, collectively known as the Escambia Treating Company Superfund Site by the City of Pensacola; and
- B. Authorize the County Administrator to draft a letter to the Environmental Protection Agency (EPA) supporting the City of Pensacola annexation, contingent upon the three following covenants:
  1. The City of Pensacola shall not request any funds from the County for the development of the Property. The County will partner with the City on development opportunities for an end user of the property that generates jobs for the region; however, the City of Pensacola shall be responsible for all planning, development, infrastructure and funding for the property and the commerce park;
  2. The City of Pensacola shall allow the County to maintain its current Palafox Community Redevelopment Area (CRA) and associated Tax Increment Financing (TIF), and shall take no action that will adversely impact either the Palafox CRA or TIF. The County shall retain full authority and responsibility for its Palafox CRA plan, budget, increment pledge, and all associated revenues and expenditures. The City of Pensacola shall not establish its own CRA or TIF or grant an ad valorem tax exemption for any subsequently annexed portion of the Palafox CRA without the express consent of the County. Additionally, the City of Pensacola shall not assert a claim to or request any portion of the County's TIF; and
  3. The City of Pensacola shall take reasonable steps to ensure that its development of the Property and commerce park does not adversely affect the New Hope Missionary Baptist Church, Incorporated of Pensacola, Florida, including but not limited to providing property and infrastructure in the area, subject to the limitations of law, that may be necessary to permit the church to continue its mission.

## II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #035 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #035, Other Grants and Projects Fund (110) in the amount of \$2,531, to recognize various Grant funds, and to appropriate these funds for polling place accessibility for the Supervisor of Elections and gang prosecution activities for the State Attorney's Offices in Escambia County.

2. Recommendation Concerning Supplemental Budget Amendment #036 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #036, General Fund (001) in the amount of \$1,316, to recognize a reimbursement from the Town of Century for the 2011 Primary Election, and to appropriate these funds for other election activities in Escambia County.

3. Recommendation Concerning Supplemental Budget Amendment #37- Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #37, Other Grants and Projects Fund (110) in the amount of \$11,868, to recognize proceeds from a State of Florida, Division of Emergency Management (FDEM) Hazardous Materials Planning and Prevention Program Grant, and to appropriate these funds for updating the Hazardous Materials Facility Analysis Data.

4. 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, Local Option Sales Tax III (LOST III) Fund (352) in the amount of \$138,824, to recognize a Local Agency Program (LAP) Agreement Grant from the State of Florida, Department of Transportation, and to appropriate these funds for the design of paved road shoulders along Crabtree Church Road, from Sunshine Hill Road to State Road 97 in Escambia County.

5. Recommendation Concerning Supplemental Budget Amendment #038 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #038, Other Grants and Projects Fund (110) in the amount of \$929, to recognize the remaining balance of funds for the Supplemental Nutrition Assistance Program, and to appropriate these funds to assist with the outreach efforts of this program.

6. Recommendation Concerning a Bad Debt Write-Off for the Pensacola Civic Center - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt and authorize the Chairman to sign the Resolution authorizing the Clerk of the Circuit Court to write off as bad debt certain accounts receivables totaling \$32,142.40.

This Resolution will allow the Clerk's office to process the accounting entries necessary to expense these amounts as bad debt and remove them from the accounts receivable. It in no way hinders the County or the management company from pursuing other methods to collect these debts.

7. Recommendation Concerning Expenditure of Funds for the 2011 National Volleyball Tournament Produced by the Gulf Coast Indian Association, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize reimbursement of expenses incurred prior to October 1, 2011, from the Fiscal Year 2012 Budget for the 2011 National Volleyball Tournament, produced by the Gulf Coast Indian Association, Inc., to be held in November of 2011.

On September 2, 2011, the Board approved an allocation in the Fiscal Year 2012 Budget to Gulf Coast Indian Association, Inc., to produce a three-day event to be held in November of 2011. Monies had to be expended to book performers prior to October 1, 2011, in order to meet the time line for the event. This Recommendation will authorize reimbursements from the Fiscal Year 2012 Budget for expenses incurred in a prior Fiscal Year only for this event.

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

That the Board take the following action concerning Professional Services as Governed by Florida Statute 287.055, PD 02-03.79 (A & E Services):

A. Award Task-Order-based continuing Contracts to Southern Site & Utility Design, Inc., per PD 02-03.79, Professional Services as Governed by Florida Statute 287.055 (A&E Services), on a "Maximum Ceiling" basis fee schedule, as follows:

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

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

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

9. Recommendation Concerning Escambia County Road Evaluations - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Lump Sum Contract to Transmap Corporation, per PD 10-11.062, Escambia County Road Evaluations, in the amount of \$228,498. The purpose of this project is to evaluate pavement conditions for all of Escambia County's paved maintained roadways. The firm will upload the collected data into the County's pavement management database, allowing the County to rank each roadway by condition so that paving priority may be determined.

[Funding: Fund 333, New Road Construction, Cost Center 210204, Object Code 56301]

10. Recommendation Concerning "W" Street Sedimentation Basin Weir Replacement – Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 11-12.001, "W" Street Sedimentation Basin Weir Replacement, to Hayes Construction, Inc., for a total amount of \$106,749.12.

[Funding: Fund 110, Other Grants and Projects, Bayou Chico/Jones Creek Stormwater Project, Cost Center 221013, Object Code 56301]

11. Recommendation Concerning Drug, Alcohol and Nicotine Testing Services PD 11-12.002 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a 3-year Contract, PD 11-12.002, for Drug, Alcohol and Nicotine Testing Services, to Drug Free Workplaces, Inc., for an annual total of approximately \$19,000, in accordance with the terms and conditions of the solicitation, with an effective date of January 1, 2012, and authorize the Chairman to execute the Contract.

[Funding: Fund 001, (General Fund), Cost Center 150101, and Fund 501, (Internal Service Fund), Cost Center 140838]

12. Recommendation Concerning Purchase Order for Accela Land Records Management Software Maintenance - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board approve and authorize a Purchase Order, in the amount of \$121,251, to Accela, Inc., for proprietary annual software maintenance for Escambia County.

[Funding: Fund 001, General Fund, Cost Center 270102, Information Systems - \$60,625.50 and Fund 406, Building Inspections Fund, Cost Center 250101, Permitting - \$60,625.50]

13. Recommendation Concerning the Florida Department of Corrections Lease at 3050 North "L" Street - Joy D. Blackmon, P.E., Public Works Department Director

That the Board adopt a Resolution to approve and authorize the Chairman to sign a Lease Agreement between Escambia County and the Florida Department of Corrections (FDOC) for the property located at 3050 North "L" Street, for the term of 30 years, commencing on January 12, 2012.

Rent shall be paid to the County in the amount of \$1 per year.

In January 1972 the Board approved leasing the property located at 3050 North "L" Street to the Florida Department of Health and Rehabilitative Services, which is now the Florida Department of Corrections, to be solely used for the erection of the Community Correctional Center. The Community Correctional Center, now known as the State Work Release Center, was constructed and has been used as agreed upon for the term of the Lease. The current Lease was for 40 years and will expire on January 11, 2012. This action will renew FDOC's Lease for another 30 years, with the sole purpose of the property being used as a State Work Release Center.

14. Recommendation Concerning the Approval of Contract for Sale and Purchase and Execution of Documents for Parker Custom Built Homes, Inc., Located in Brookhollow Subdivision - Joy D. Blackmon P. E., Public Works Department Director

That the Board take the following action regarding the acquisition of three contiguous parcels of real property (totaling approximately 1.05 acres), located in Brookhollow Subdivision, from Parker Custom Built Homes, Inc., as approved by the Board at a regular scheduled meeting on September 15, 2011:

A. Approve the Contract for Sale and Purchase for the acquisition of three contiguous parcels of real property located in Brookhollow Subdivision, totaling approximately 1.05 acres; and

B. Authorize the Chairman or Vice Chairman to execute the Contract for Sale and Purchase and any documents necessary to complete the acquisition of this property without further action of the Board.

[Funding Source: Fund 352, "LOST III", Account 210107/56101/56301, Project No.10EN0455 and Project No. 10EN0275]

15. Recommendation Concerning Speed Reduction on Multiple Roadways - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning traffic restrictions – speed reductions:

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. Rambler Drive, from Marcus Pointe Boulevard to Ladner Drive;
2. Ladner Drive, from Rambler Drive to Rambler Drive;
3. Rambler Terrace, from Rambler Drive to west end of roadway;
4. Tam O Shanter Road, from Greenbrier Boulevard to north end of roadway;
5. Spalding Circle, from Tam O Shanter to MacGregor Avenue;
6. MacGregor Avenue, from Tam O Shanter Road to end of roadway;
7. Worth Court, from Tam O Shanter to end of roadway;
8. Adirondack Avenue, from Tam O Shanter to end of roadway;
9. Barranca Lora, from Scenic Highway to end of roadway; and
10. Punta Lora, from Barranca Lora to end of roadway; and

B. Authorize the Chairman to sign the Resolution.

[Funds are budgeted in Fund 175, Transportation Trust Fund, Cost Center 211201 and Account Code 53401 for sign installations]

16. Recommendation Concerning the Local Agency Program Agreement for the Design of Paved Shoulders Along Crabtree Church Road - Joy D. Blackmon P.E., Public Works Department Director

That the Board take the following action concerning a Local Agency Program Agreement with the State of Florida Department of Transportation, for funding (not to exceed \$138,824), for the design of paved shoulders along Crabtree Church Road, from State Road 97 (Atmore Highway) to Sunshine Hill Road in Escambia County:

A. Approve the Local Agency Program (LAP) Agreement between the State of Florida Department of Transportation (FDOT) and Escambia County for a design for paved shoulders along Crabtree Church Road, between State Road 97 (Atmore Highway) and Sunshine Hill Road;

B. Adopt a Resolution authorizing the execution of the LAP Agreement; and

C. Authorize the Chairman to sign the LAP Agreement and the Resolution for this project.

In March 2007, the Office of Transportation & Traffic Operations applied for Transportation Enhancement Program funds through the Florida Department of Transportation. The amount identified for the design portion of the Grant was \$138,824. Escambia County was approved for the Grant in November 2009.

17. Recommendation Concerning Approval of Amendment #001 to the Florida Department of Children and Families Contract #AH102 - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Florida Department of Children and Families Contract #AH102 Amendment #001:

A. Approve the Documentation of Negotiation and Amendment #001 to the Florida Department of Children and Families Contract #AH102, revising Exhibit "G" Services, to be provided for Fiscal Years 2011-2012, 2012-2013, and 2013-2014. This Agreement provided funding for the establishment of a Forensic Mental Health Specialist position within Community Corrections, in the Pre-Trial Release Program, to provide services to the justice system.

B. Authorize the Chairman to sign the Documentation of Negotiation and Amendment #001 to Contract #AH102.

This Contract is a fixed-rate Contract for a total amount of \$142,920, based on a monthly rate of \$3,970, for a three-year period. This funding is provided by the State 100%.

18. Recommendation Concerning Escambia County Hosting the National Association of Environmental Professionals Winter Board Meeting - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning Escambia County hosting the National Association of Environmental Professionals (NAEP) Winter Board Meeting:

- A. Approve hosting the NAEP Winter Board Meeting on January 21, 2012; and
- B. Approve the use of County facilities, Escambia County Central Office Complex building, use of the Host Ordinance Fund, in the amount of \$150, for refreshments, and use of a trolley to transport attendees from their hotel to the Escambia County Central Office Complex building.

19. Recommendation Concerning the State Highway Lighting, Maintenance, and Compensation Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State Highway Lighting, Maintenance, and Compensation Agreement:

A. Rescind the Board's action of June 16, 2011, taking the following action concerning the State Highway Lighting, Maintenance, and Compensation Agreement:

1. Approving the State Highway Lighting, Maintenance, and Compensation Agreement with the State of Florida Department of Transportation (FDOT), that specifies a lump sum payment from FDOT to Escambia County, in the amount of \$58,831, for FDOT's 2011/2012 Fiscal Year (July 1, 2011, through June 30, 2012), to compensate the County for maintenance of street lighting on State highways;

2. Adopting a Resolution (R2011 89) (supporting the State Highway System Lighting, Maintenance, and Compensation Agreement with the Florida Department of Transportation and) authorizing Charles R. "Randy" Oliver, County Administrator, to execute the Agreement;

3. Authorizing the Chairman to sign the Resolution; and

B. Approve the State Highway Lighting, Maintenance, and Compensation Agreement with the State of Florida Department of Transportation (FDOT), that specifies a lump sum payment from FDOT to Escambia County in the amount of \$60,063.40 for FDOT's 2011/2012 Fiscal Year (July 1, 2011, through June 30, 2012) to compensate the County for maintenance of street lighting on State highways;

C. Adopt a Resolution supporting the revised State Highway Lighting,

Maintenance, and Compensation Agreement and authorizing Charles R. “Randy” Oliver, County Administrator, to execute the Agreement; and

D. Authorize the Chairman to sign the Resolution.

The “State Highway Lighting, Maintenance, and Compensation Agreement” with FDOT was approved by the Board on June 16, 2011. This agreement specified a lump sum payment from FDOT to Escambia County in the amount of \$58,831 for FDOT’s 2011/2012 Fiscal Year (July 1, 2011, through June 30, 2012) to compensate the County for maintenance of street lighting on state highways.

On October 6, 2011, FDOT indicated that an audit had been performed of the lights maintained by Escambia County and found that there were 341 lights that were eligible for reimbursements under this program. This audit increased the amount Escambia County is eligible to receive from \$58,831 to \$60,063.40.

20. Recommendation Concerning Refinancing the 2002 Capital Improvement Revenue Bonds - Amy Lovoy, Management & Budget Services Department Director

That the Board of County Commissioners adopt a Resolution (the “2011 Resolution”) authorizing the issuance and sale of a not exceeding \$20,000,000 Escambia County, Florida, Capital Improvement Revenue Bond, Series 2011 (the “2011 Bond”), which 2011 Resolution approves the bank loan and issuance of the 2011 Bond, approves by reference a form of Escrow Deposit Agreement between the County and an Escrow Holder to be designated by the Chairman or his designee prior to issuance of the 2011 Bond and approves the execution and delivery of a Forward Rate Lock, if required.

21. Recommendation Concerning Allocation for Roadway Extension and Special Assessment Districts - Amy Lovoy, Management & Budget Services Department Director

That the Board take the following action:

A. Allocate \$4,000,000 to the Kingsfield Road extension and \$2,000,000 to the Well Line Road extension which is agreeable with the Development Group as memorialized in the attached agreement (**Agreement to be provided under separate cover prior to the meeting**). The Developers also agree to convey all of the right-of-way necessary owned by them within the road alignment at no cost;

B. Require the Developers to petition the County through the normal and customary process to create a special assessment district for Kingsfield and a special assessment for Well Line Road. Any County funds allocated in section "A" above shall be used first for expenses not expressly eligible from any special assessment. Any funds remaining shall be used to reduce the cost of each roadway;

C. The County shall provide cost estimates including cost of issuance, carrying costs, construction, design and right-of-way by January 15, 2012;

D. The Developer(s) shall follow standard County policy regarding the formation of a special assessment district (i.e. signed petitions from two-thirds of the property owners representing two-thirds of the specially benefited properties in the affected areas to sign petitions authorizing the creation of the district). The petition for each roadway must be filed with the County's Office of Management and Budget by March 15, 2012. Failure to file the petition(s) on or before that date shall result in the Local Option Sales Tax (LOST) being automatically re-appropriated for one or both roads to County Bridge repair;

E. Upon filing of the appropriate petitions for each roadway the County shall notice a separate Public Hearing to consider the creation of a special assessment district during the month of April; and

F. If the Board of County Commissioners for whatever reason does not create the necessary district for any reason for one or both projects the associated funds from LOST funds shall be used by the County for bridge replacement.

### III. For Discussion

1. Recommendation Concerning Request for Qualification for ECAT Management Contract, PD 10-11.060 - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action in regard to the Request for Qualifications for the Escambia County Area Transit (ECAT) Management Contract, PD 10-11.060, as follows:

A. Approve the proposal review committee's ranking as follows:

1. **Veolia Transportation Services, Inc.** (Veolia Transportation Service, Inc., is the North American business unit of Veolia Transportation - one of the subsidiaries of Paris-based Veolia Environmental.)
2. **First Transit, Inc.** (First Transit, Inc., is a business unit of First Group America, the United States-based North American operating unit of First Group plc (First Group) a United Kingdom-based passenger transportation company.)
3. **MV Transportation, Inc.** (MV Transportation, Inc., is a United States firm based in Fairfield, California. This firm is smaller than the other two firms.); and

B. Authorize the proposal review committee to negotiate a Management Agreement with the first-ranked firm, Veolia Transportation Services, Inc., for the fixed annual amount of \$420,641, from year one through year five.

The success of any firm in running any transit system are the people who directly serve our citizens. Consequently, attached are the Resumes of the proposed General Managers for each firm. Please note, a Contract with any firm will include performance standards and a "Key Person" provision for the General Manager, i.e. County approval of the General Manager is required.

[Funding: Fund 104, Mass Transit, Cost Centers 320401, 320402 and 320403]

2. Recommendation Concerning Saufley Field Landfill Closure and Stormwater Improvement Project - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Unit Price Contract, PD 10-11.082, Saufley Field Landfill Closure and Stormwater Improvement Project, to Panhandle Grading & Paving, Inc., for the amount not to exceed \$5,996,026, for the base bid and alternate "D" and authorize the County Administrator to sign all documents.

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

## COUNTY ATTORNEY'S REPORT

### I. For Action

1. Recommendation Concerning the Scheduling of an Attorney-Client Session Regarding *The Free Will Baptist Church, et al. v. Escambia County, Florida*

That the Board take the following action:

A. Schedule a private meeting with the Board's attorneys to discuss pending litigation, in accordance with Section 286.011(8), Florida Statutes, for January 19, 2012, at 4:00 p.m.; and

B. Approve the Public Notice printed below to be published in the Pensacola News Journal on Saturday, January 7, 2012:

#### PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida to hold a private meeting with its attorneys to discuss pending litigation in the case of The Free Will Baptist Church; and Nancy H. Aguillard, Diane H. Norton, and Charles A. Hudson, as the Trustees of the Richard A. Hudson Trust Dated May 24, 1999 v. Escambia County, Florida in accordance with Section 286.011(8), Florida Statutes. Such Attorney-Client Session will be held at 4:00 p.m. C.S.T on Thursday, January 19, 2012, in Escambia County Governmental Complex, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Wilson Robertson, Gene Valentino, Marie Young, Grover Robinson, IV, and Kevin White, County Administrator Charles "Randy" Oliver, County Attorney Alison Rogers, Attorney representing Escambia County Stephen G. West, Assistant County Attorney, and a certified court reporter will attend the Attorney-Client Session.

2. Recommendation Concerning the Reaffirmation Agreement Between Escambia County and Sharon Tatum

That the Board take the following action concerning the Reaffirmation Agreement between Escambia County and Sharon Tatum:

- A. Approve the Reaffirmation Agreement; and
- B. Authorize the County Administrator to sign the Agreement and any related documents.

3. Recommendation Concerning Scheduling of an Attorney-Client Session Regarding *Escambia County v. Zachary Company of NW FL, LLC*

That the Board take the following action:

A. Schedule a private meeting with the Board's attorneys to discuss pending litigation, in accordance with Section 286.011(8), Florida Statutes, for December 15, 2011, at 8:30 a.m.; and

B. Ratify the Public Notice printed below that was published in the Pensacola News Journal on Saturday, December 3, 2011:

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorney to discuss pending litigation in the case of Escambia County v. Zachary Company of NW FL, LLC in accordance with Section 286.011(8), Florida Statutes. Such attorney-client session will be held at 8:30 a.m., C.S.T. on Thursday, December 15, 2011, in Escambia County Governmental Complex, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Wilson Robertson, Gene Valentino, Marie Young, Grover Robinson, IV, and Kevin White, County Administrator Charles "Randy" Oliver, County Attorney Alison Rogers, Attorney representing Escambia County Charles V. Peppler, Deputy County Attorney, and a certified court reporter will attend the attorney-client session.

4. Recommendation Concerning Retaining the Law Firm of Lewis, Longman & Walker at an Hourly Rate Not to Exceed \$255 with a \$10,000 Cap

That the Board authorize retaining the law firm of Lewis, Longman & Walker, P.A. to represent the County in matters related to CERCLA and other environmental enforcement issues at the County Transfer Station (Palafox Street and Texar Drive Ammonia Site) at an hourly rate not to exceed \$255 with a \$10,000 cap. Any amount over \$10,000 would require additional Board action.

II. For Discussion

1. Recommendation Concerning the Selection of Outside Counsel for Oil Spill Related Issues

That the Board take the following action:

A. Retain outside counsel from the list of two finalists resulting from the County's RFP selection process to provide continuing efforts to recoup County losses related to the Deepwater Horizon Oil Spill:

(1) Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. and McDonald, Fleming, Moorhead, Ferguson, Green, Smith & DeKozan;

**OR**

(2) Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, P.A., Weitz & Luxenberg, P.C., Baron & Budd, P.C., Beggs & Lane, RLLP, Morgan & Morgan, P.A., and Hinkle and Foran, P.A.;

**AND**

B. Authorize the Chairman to execute the attached contract for those services with the selected firms.

III. For Information

1. Recommendation Concerning the Attorney General's Formal Comment on the Municipal Service Benefit Units - Authority of Board of County Commissioners to Forgive Penalties and Interest on Arrears When Special Assessments not Collected by the Uniform Method

That the Board accept, for filing with the Board's minutes, the above-referenced letter from the Attorney General's Office dated November 16, 2011.

2. Recommendation Concerning the Mohamed A. Mohamed Re-zoning Opinion

That the Board accept, for filing with the Board's minutes, the attached Opinion filed by Judge Terrell on November 22, 2011.

3. Recommendation Concerning FTA Charter Service Complaint

That the Board accept, for filing with the Board's minutes, the attached Charter Service Complaint filed with the Federal Transit Administration (FTA) by Beach Bum Trolley, LLC, and Answer filed in response on behalf of Escambia County.

4. Recommendation Concerning *Town of Repton, et al. v. Conecuh Woods, LLC, et al.* (Case No. CV-2011-900033.00)

That the Board accept the following information:

Escambia County, Florida's motion to intervene as a party plaintiff was granted by Honorable Burt Smithart, Circuit Court of Conecuh County. The County's complaint in intervention was filed on November 21, 2011. The defendants, Conecuh Woods, LLC, Conecuh County and the Alabama-Tombigbee Regional Commission have filed a Writ of Mandamus in the Alabama Supreme Court contesting the denial of their motions to dismiss. On November 22, 2011 the Alabama Supreme Court granted a stay of all trial court proceedings. On the same day that the Supreme Court granted the stay, this office on behalf of the Town of Century and the Escambia Soil and Water Conservation District filed a motion to intervene with a proposed complaint in intervention. The disposition of this motion will now be on hold until the stay is lifted by the Alabama Supreme Court.

The Alabama Supreme Court will require briefing on the issues presented by the defendants. This office will adopt the briefs filed on behalf of the Town of Repton and Mayor Carter who are the lead plaintiffs in this litigation. It is unknown whether the Alabama Supreme Court will schedule oral argument or decide the matter strictly on the basis of written briefs. If oral argument is scheduled, this office will make plans to attend and will apprise the Board of the Supreme Court's questions and voiced concerns, if any, to the arguments raised by the parties.

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



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1853**

**Proclamations Item #: 7.**

**BCC Regular Meeting**

**Meeting Date:** 12/08/2011

**Issue:** Adoption of Proclamation

**From:** Charles R. (Randy) Oliver

**Organization:** County Administrator's Office

**CAO Approval:**

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**RECOMMENDATION:**

Proclamations.

Recommendation: That the Board adopt the Proclamation extending greetings and best wishes for the implementation of the chartering of the Drexel P. Caldwell Knight Mason Council No. 108, which is named after the former Chief of Police of the City of Pensacola, the Honorable Drexel P. Caldwell.

**BACKGROUND:**

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

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

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Proclamation

**PROCLAMATION**

**WHEREAS**, the Order of Knight Masons was formed in Dublin, Ireland, on June 18, 1923, for the purpose of governing the degrees previously known as the "Green Degrees"; and

**WHEREAS**, these degrees were formerly controlled by the Orders of Knights Templar in Ireland for more than 80 years and conferred in their subordinate bodies; and

**WHEREAS**, these degrees were introduced in the United States on May 20, 1936, when the Grand Council in Ireland chartered three Councils in North Carolina followed by additional subordinate Councils being chartered in the United States; and

**WHEREAS**, the Order of Knight Masons being a secular, chivalric Masonic Order, open to all Master Masons who are also members of a Royal Arch Chapter, the Chartering Master Masons for this new Council are desirous of fostering improved relations between the Masonic community and the public; and

**WHEREAS**, the Order of Knight Masons is implementing the chartering of the Drexel P. Caldwell Knight Mason Council No. 108 at the Pensacola, Florida, Masonic Center on December 10, 2011.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, extends greetings and best wishes for the implementation of this Knight Mason Council which honors in its naming the former Chief of Police of the City of Pensacola, the Honorable Drexel P. Caldwell.

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

---

*Wilson B. Robertson, Chairman  
District One*

*Gene M. Valentino, Vice Chairman  
District Two*

*Marie Young, District Three*

*Grover C. Robinson, IV, Chairman  
District Four*

*Kevin W. White, District Five*

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

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*Deputy Clerk*

Adopted: December 8, 2011



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-1781

Written Communication Item #: 8. A.

### BCC Regular Meeting

**Meeting Date:** 12/08/2011

**Issue:** Environmental (Code) Enforcement Lien Relief – 3416 W Avery Street

**From:** Gordon Pike

**Organization:** Corrections

**CAO Approval:**

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### RECOMMENDATION:

October 25, 2011- Communication from Rev. Jerry Hunter, Jr., requesting that the Board forgive the fines relative to a Code Enforcement Lien against property located at 3416 West Avery Street.

Recommendation: That the Board review and consider lien relief request made by Rev. Jerry Hunter against property located at 3416 W Avery Street.

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

After reviewing the request for forgiveness of Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

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

### BACKGROUND:

The Office of Environmental Enforcement received complaint for trash, overgrowth and dilapidated house on February 27, 2008.

Notice of violation sent to owner via regular and certified mail. Letter returned marked "Not deliverable as addressed- Unable to forward".

On March 13, 2008 Officer obtained new address for owner. Sent another notice of violation via regular and certified mail. Letter returned marked "Attempted- not known and unable to forward".

Officer received message from the Jones stating they were not the owners. Officer was later contact by Marty Mitchell saying he owns the property. When asked about S. Jones he stated that "When you own a lot of property you sometimes have to put them under made up names". Officer gave Mr. Mitchell 30 days to pull demolition permit and demolish house.

April 24, 2008 Reinspection conducted. No progress and no permit pulled.

On April 30, 2008 A notice of violation sent to Marty Mitchell both regular and certified mail. Letter received and signed for by M. Mitchell on 05/08/08.

Notice of Hearing sent both regular and certified mail. Letter returned marked "Attempted not known" Posted property with copy of hearing notice.

Reinspection conducted on June 5, 2008, Officer found that violations remain.

Hearing held June 5, 2008. \$1,100.00 court cost awarded. Owner has until 06/26/08 to have overgrowth, trash and debris removed and 06/30/08 to have all repairs completed or structures demolished. \$50.00 per day fine issued against owner. Copy of order sent both regular and certified mail to owner.

Final Notice Prior to Demolition sent both regular and certified mail to Mr. Mitchell on January 5, 2009.

On March 24, 2009 Marty Mitchell quitclaimed property to Good Works Baptist Church Incorporated for \$6,800.00.

Violations abated were abated by the new owner on December 20, 2010.

**BUDGETARY IMPACT:**

The itemized costs shown in the code enforcement for lien:

Lien Amount

Court Cost \$1,100.00

Fines (\$50.00 per day) \$45,300.00

TOTAL \$46,400.00

**LEGAL CONSIDERATIONS/SIGN-OFF:**

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

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

3416 W Avery Street



# Office of Environmental Enforcement



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

**Property Address:** 3416 W Avery Street  
**Property Owner:** S. Jones/ Marty Mitchell  
**Original Complaint:** Overgrowth , trash, debris and dilapidated duplex  
**EE Case #:** CE08020451

- 02/27/08** Received complaint for trash, overgrowth and dilapidated house. Ordered title search.
- 02/29/08** Notice of violation sent to owner via regular and certified mail. Letter returned marked "Not deliverable as addressed- Unable to forward"
- 03/13/08** Obtained new address for owner. Sent another notice of violation via regular and certified mail. Letter returned marked "Attempted- not known and unable to forward".
- 03/21/08** Officer received message from the Jones stating they were not the owners. Officer was later contact by Marty Mitchell saying he owns the property. When asked about S. Jones he stated that "When you own a lot of property you sometimes have to put them under made up names". Officer gave Mr. Mitchell 30 days to pull demolition permit and demolish house.
- 04/24/08** Reinspection conducted. No progress and no permit pulled.
- 04/30/08** Notice of violation sent to Marty Mitchell both regular and certified mail. Letter received and signed for by M. Mitchell on 05/08/08.
- 05/19/08** Notice of Hearing sent both regular and certified mail. Letter returned marked "Attempted not known" Posted property with copy of hearing notice.
- 06/05/08** Violations remain.
- 06/05/08** Hearing held. \$1,100.00 court cost awarded. Owner has until 06/26/08 to have overgrowth, trash and debris removed and 06/30/08 to have all repairs completed or structures demolished. \$50.00 per day fine issued against owner.
- 06/06/08** Copy of order sent both regular and certified mail to owner.

- 01/05/09 Final Notice Prior to Demolition sent both regular and certified mail to Mr. Mitchell.
- 03/24/09 Marty Mitchell quitclaimed property to Good Works Baptist Church Incorporated for \$6,800.00.
- 12/20/10 Violations abated.

**Lien Amount**

<b>Court Cost</b>	<b>\$1,100.00</b>
<b>Fines (\$50.00 per day)</b>	<b><u>\$45,300.00</u></b>
<b>TOTAL</b>	<b>\$46,400.00</b>

**Rev. Jerry Hunter Jr.**

3416 West Avery Street  
Pensacola, Florida 32505  
850: 206-2838

October 25, 2011

Commissioner Marie Young, District Three  
Board of county Commissioners  
221 Palafox Place, Suite 400  
Pensacola, Florida 32591

Subject: CODE ENFORCEMENT FINES WAIVER AT 3416 WEST AVERY STREET

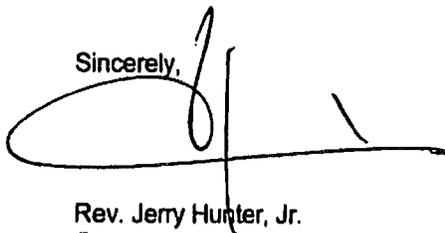
Dear Commissioner Young:

A fire destroyed this house some years ago. In 2007, I purchased this property located at 3416 West Avery Street. Property taxes were owed to Escambia County, as well as, fines from Escambia County Code Enforcement agency. See the attached letter. These fine were accrued because the previous owner did nothing to abate the code violation at 3416 West Avery.

As of October 25, 2011, all property Taxes are current. Builder's permits have been obtained. The property is well maintained and I have installed a new roof, windows and new exterior entrance doors. The property should be ready for occupancy the summer 2012.

I am respectfully asking for your support in having the Code Enforcement Fines waved against this property. Your help and guidance is gratefully requested.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry Hunter, Jr.", with a large, stylized flourish on the left side.

Rev. Jerry Hunter, Jr.  
Owner



EXECUTIVE ADMINISTRATION  
ACCOUNTING DIVISION  
APPEALS DIVISION  
ARCHIVES AND RECORDS  
CENTURY DIVISION  
CLERK TO THE BOARD  
COUNTY CIVIL  
COUNTY CRIMINAL  
COURT DIVISION  
CIRCUIT CIVIL  
CIRCUIT CRIMINAL  
DOMESTIC RELATIONS  
FAMILY LAW

**ERNIE LEE MAGAHA**  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA

• Auditor • Administrator • Ex-Officio Clerk to the Board • Custodian of County Files •

FINANCE  
JURY ASSEMBLY  
GUARDIANSHIP  
HUMAN RELATIONS  
JUVENILE DIVISION  
MARRIAGE  
MENTAL HEALTH  
MANAGEMENT INFORMATION SYSTEMS  
OFFICIAL RECORDS  
ONE STOP  
OPERATIONAL SERVICES  
PROBATE DIVISION  
TRAFFIC DIVISION  
TREASURY

MAY 16, 2011

**JERRY HUNTER, JR.**  
3416 W. AVERY STREET  
PENSACOLA FL 32505

Re: 3416 WEST AVERY STREET  
PENSACOLA, FLORIDA  
Property Reference Number: 162S304100000006  
Code Enforcement Case Number: 08-02-0451

Dear JERRY HUNTER, JR.:

Our review of the public records revealed that the above-referenced property in which you may hold an interest is encumbered by the following lien held by Escambia County:

Lien created by the Order of the Environmental Enforcement Special Magistrate dated 06/05/2008, recorded in OR Book 6341 at page 1485 of the public records.

In order to assist people in satisfying their obligations, the Escambia County Board of County Commissioners recently authorized these liens to be paid by an installment payment plan.

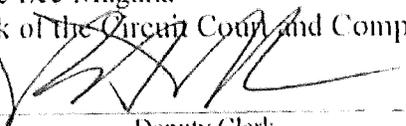
At your first opportunity, please contact our office at 595-3930 to arrange for payment of the amount due to satisfy the lien or set up an installment payment plan.

Please note that if you opt not to enter into an installment payment plan or the balance of the lien is not paid within 30 days of the date of this letter, the County may institute a foreclosure lawsuit to recover the amount due.



Very truly yours,

Ernie Lee Magaha  
Clerk of the Circuit Court and Comptroller

By: 

Deputy Clerk

Ernie Lee Magaha  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2009023172 04/07/2009 at 04:52 PM  
OFF REC BK: 6446 PG: 47 - 48 Doc Type: QCD  
RECORDING: \$18.50 Deed Stamps \$47.60

Corrective  
**QUITCLAIM DEED**

**THIS QUITCLAIM DEED**, Executed this 24th day of March ,  
2009 (year),  
by first party, Grantor, Marty Mitchell  
whose post office address is P.O. Box 2234, Pace Florida 32571  
to second party, Grantee, GOOD WORKS BAPTIST CHURCH INCORPORATED  
whose post office address is 1700 FIREMAN DRIVE, PENSACOLA, FLORIDA 32505-6234

**WITNESSETH**, That the said first party, for good consideration and for the sum of  
Dollars (\$6,800.00 ) paid by the said second party, the receipt whereof  
is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party  
forever, all the right, title, interest and claim which the said first party has in and to the following  
described parcel of land, and improvements and appurtenances thereto in the County of,  
Escambia State of Florida to wit:

~~BEG AT SW COR OF BLK H UNIT 3 LAUREL PARK PB 5 P 16 S 89 DEG 3 MIN W ALG  
N R/W LI OF AVERY ST 407 4/10 FT ALSO KNOWN AS: 3416 WEST AVERY STREET,  
PENSACOLA, FLORIDA 32505, Escambia County Property Appraiser Reference Number --  
162S304100000006, Account Number 060846040 SEE ATTACHED EXHIBIT A~~

TO HAVE AND TO HOLD The same together with all and singular the appurtenances thereunto  
belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and  
claim whatsoever of said first party, either in law or equity to the only proper use, benefit and  
behoof of the said second party forever.

[Signatures on following page.]

  
Initials of First Party

AHAAAKAH

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

[Signature]  
Signature of Witness

[Signature]  
Signature of First Party, Grantor

ERICKA DAVIS  
Print name of Witness

MARTY MITCHELL  
Print name of First Party

1210 N G St. Pensacola, FL 32501  
[Signature]  
Signature of Witness

\_\_\_\_\_  
Signature of First Party, Grantor

[Signature]  
Print name of Witness

\_\_\_\_\_  
Print name of First Party

1206 North F St. Pensacola, FL 32501

STATE OF }  
COUNTY OF }

On March 24, 2009 before me, Martin Villar Mitchell III appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary

Affiant Known  Produced ID  
Type of ID FL ID card # M324-578-43-2610

(Seal) **Leslie M. Hunter-Huff**  
Notary Public  
State of Florida  
My Commission Expires 03/06/2011  
Commission No. DD647705

[Signature]  
Signature of Preparer  
PAULA K. RAMS  
Print Name of Preparer  
2601 Patricia Dr. #42  
Address of Preparer Pens. FL. 32526

[Signature]  
Initials of First Party

RECORDED AS RECEIVED

Above Space Reserved for Recording

[If required by your jurisdiction, list above the name & address of: 1) where to return this form; 2) preparer; 3) party requesting recording.]

# Quitclaim Deed

Date of this Document: AUG 6, 2007

Reference Number of Any Related Documents: \_\_\_\_\_

Grantor:

Name S. JONES  
Street Address 3416 W. AVERY ST.  
City/State/Zip PIEN., FL, 32505

Grantee:

Name M. MITCHELL  
Street Address POB 2234  
City/State/Zip PACE, FL, 32571

Abbreviated Legal Description (i.e., lot, block, plat or section, township, range, quarter/quarter or unit, building and condo name): 3416 W. AVERY ST. SEE ATTACHED LEGAL

Assessor's Property Tax Parcel/Account Number(s): 162530-4100-000-006

**THIS QUITCLAIM DEED**, executed this 6TH day of AUG, 2007, by first party, Grantor, S. JONES, whose mailing address is 3416 W. AVERY ST., to second party, Grantee, M. MITCHELL, whose mailing address is POB 2234, PACE, FL, 32571.

**WITNESSETH** that the said first party, for good consideration and for the sum of TEN Dollars (\$ 10.<sup>00</sup>) paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim

which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of ESCAMBIA, State of FL.  
to wit: 3416 W. AVERY ST.  
SEE ATTACHED LEGAL

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first written above. Signed, sealed and delivered in the presence of:

Signature of Witness Bruce Bryant

Print Name of Witness Bruce Bryant

Signature of Witness Leonard Ruffin

Print Name of Witness Leonard Ruffin

Signature of Grantor S. Jones

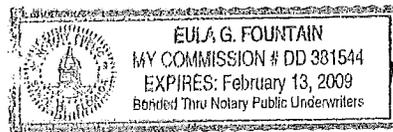
Print Name of Grantor S. JONES

State of FL.  
County of ESCAMBIA

On JUN 4, 2008, before me, Eula G. Fountain,  
appeared S. JONES, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Eula G. Fountain  
Signature of Notary



Affiant  Known  Produced ID  
Type of ID \_\_\_\_\_  
(Seal)

PREPARED BY:  
M. MITCHELL  
POB 2234  
PACE, FL, 32571



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1788**

**Written Communication Item #: 8. B.**

**BCC Regular Meeting**

**Meeting Date:** 12/08/2011

**Issue:** Environmental (Code) Enforcement Lien Relief – 391 El Matador Trail

**From:** Gordon Pike

**Organization:** Corrections

**CAO Approval:**

---

**RECOMMENDATION:**

November 7, 2011- Email communication from Penny Feeser requesting that the Board forgive a Code Enforcement Lien against property located at 391 El Matador Trail.

Recommendation: That the Board review and consider lien relief request made by Penny Feeser against property located at 391 El Matador Trail.

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

After reviewing the request for forgiveness of Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board’s Policy, “Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens” Policy, Section III, H2.

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

**BACKGROUND:**

May 2011 The Office of Environmental Enforcement received complaint for vacant house with overgrowth , trash and debris.

May 17, 2011 Officer inspected property and found vacant house with major overgrowth in the back yard, trash and debris. Notice of violations were sent to owners and Wells Fargo both regular and certified mail. Property was cited under the Summary Abatement Ordinance.

Certified notice sent to owners returned marked “Unclaimed-Unable to forward”. Certified notice sent to Wells Fargo was received and signed for by L. Fisher on May 20, 2011.

In July 2011 Violations remain. Referred for summary abatement by county.

August 4, 2011 The property was abated by Escambia County in the amount of \$450.00. Total lien is \$700.00, \$450.00 abatement cost and \$250.00 administration fees.

County Administrator signed off on lien cost and lien was sent to the Clerk's Office for filing on September 16, 2011

Deed- Certificate of Title was filed with Official Records on 08/15/2011.

**BUDGETARY IMPACT:**

The itemized costs shown in the code enforcement for lien:

Lien Amount

Abatement Cost \$450.00

Administration Cost \$250.00

TOTAL \$700.00

**LEGAL CONSIDERATIONS/SIGN-OFF:**

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

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

391 El Matador Circle

## Sandra F Slay

---

**From:** Penny Feeser [pennyfeeser@aol.com]  
**Sent:** Monday, November 07, 2011 4:00 PM  
**To:** Sandra F Slay  
**Subject:** Nusiance abatement CE 110502211

Dear Ms. Slay,

I would like to have this lien removed from the property known as 391 El Matador Trail in the amount of \$700.

I recently purchased this property at a foreclosure sale in Escambia County. I knew nothing about any pending action from your office. The property was vacant when I purchased it.

I immediately started work to renovate and clean up this property and all work has been complete.

You may reach me at 850-932-1610 should you have any questions.

Please let me know that you have received this request and what else I may need to do to clear up this matter.

Thank you,

Penny Feeser



# Office of Environmental Enforcement



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

**Property Address:** 391 El Matador Trail  
**Property Owner:** Roderick and Jamie McNease  
**Original Complaint:** Overgrowth , trash, debris and vacant house  
**EE Case #:** CE 110502211

- 05/2011** Received complaint for vacant house with overgrowth , trash and debris.
- 05/17/11** Officer inspected property and found vacant house with major overgrowth in the back yard, trash and debris. Notice of violations were sent to owners and Wells Fargo both regular and certified mail. Property was cited under the Summary Abatement Ordinance.
- 06/05/11** Certified notice sent to owners returned marked "Unclaimed-Unable to forward". Certified notice sent to Wells Fargo was received and signed for by L. Fisher on May 20, 2011.
- 07/2011** Violations remain. Referred for summary abatement by county.
- 08/04/11** Property abated by Escambia County in the amount of \$450.00. Total lien is \$700.00, \$450.00 abatement cost and \$250.00 administration fees.
- 09/16/11** County Administrator signed off on lien cost and lien was sent to the Clerk's Office for filing.
- 08/15/11** Deed- Certificate of Title was filed with Official Records on 08/15/2011.

Lien amount	<u>Cost</u>
Administrative Cost	\$250.00
Abatement Fees	<u>\$450.00</u>
<b>TOTAL</b>	<b>\$700.00</b>
This amount does not include the Clerk's recording fees or interest.	

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT  
IN AND FOR ESCAMBIA COUNTY, FLORIDA  
CIVIL ACTION**

CASE NO. 2009 CA 003866

WELLS FARGO FINANCIAL SYSTEM FLORIDA INC  
Plaintiff

VS.

RODERICK MCNEASE ; JAMIE MCNEASE ; UNKNOWN OCCUPANTS TENANTS OWNERS  
PARTIES  
Defendant

**CERTIFICATE OF TITLE**

The undersigned, Ernie Lee Magaha, Clerk of the Circuit Court, hereby certifies that a certificate of sale has been  
executed and filed in this action on July 27, 2011, 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:

**LOT 1, BLOCK A, PERDIDO PARK 2ND ADDITION, A SUBDIVISION  
OF A PORTION OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 31  
WEST, ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK  
12 AT PAGE 62 OF THE PUBLIC RECORDS OF SAID COUNTY.**

was sold to DON C. AND PENNY C. FEESER  
PO BOX 694 Gulf Breeze, FL, 32562

WITNESS my hand and seal of the court this 10 day of August, 2011



Ernie Lee Magaha  
Clerk of the Circuit Court

BY: Cheri L. High  
Deputy Clerk

Case: 2009 CA 003866  
00042317516  
Dkt: CA1173 Pg#: 1

\$37,400.00

<b>Notice</b>
---------------

**Effective June 1, 2004**

Pursuant to Florida Senate Bill 2962, Section 28.24(12)(e) of the Florida Statutes, an additional service charge of **\$4 per page** shall be paid to the Clerk of the Circuit Court for each instrument listed in s. 28.222, and recorded in the Official Records, with the exception of Lis Pendens.

Please read this [notice](#) or consult the [Senate Bill 2962](#) for more information on this change.

**Escambia County Florida Clerk of the Circuit Court  
Official Records Search  
ONCORE  
INSTRUMENT**

<b>Instrument</b>	2011056161	<b>Date</b>	08/15/2011
<b>Book</b>	6753	<b>Time</b>	11:10 AM
<b>Page</b>	209	<b>Transfer Amt</b>	\$ .00
<b>Pages</b>	1	<b>Finance Amt</b>	\$37,400.00
<b>Misc</b>	\$ .00	<b>Doc Stamps</b>	\$ .00
<b>Document Code</b>		<b>Intangible Tax</b>	\$ .00
<b>Document Type</b>	CERTIFICATE OF TITLE	<b>Recording Fee</b>	\$ .00
<b>Legal</b>	PERDIDO PARK 2ND ADDN LT 1 BLK A		

**Addl Comments**

**Case Number** 2009 CA 003866

**GRANTORS**

- 1 [ESCAMBIA COUNTY CLERK OF THE CIRCUIT COURT](#)
- 2 [WELLS FARGO FINANCIAL SYSTEM FLORIDA INC](#)
- 3 [MCNEASE RODERICK](#)
- 4 [MCNEASE JAMIE](#)

**GRANTEES**

- 1 [FEESER DON C](#)
- 2 [FEESER PENNY C](#)

**RELATED INSTRUMENTS**

None

**DOCUMENT IMAGE**

[View Document in TIFF Format](#)



[View Document in PDF Format](#)



[View Document with our Java Viewer](#)

[\[Search Again\]](#)

**INTERNET IMAGE REDACTION REQUEST FORMS**

[Public Records - Social Security Number / Bank Account Removal Request](#)

[Public Records - Military Discharge Removal Request](#)

[Public Records - Official Records Internet Image Removal Request](#)

**FLORIDA LAW AND PUBLIC RECORDS**

[Florida Statute Chapter 119 Public Records](#)

[Florida Statute 817.568 Criminal Use of Personal Identification Information](#)

[Florida Statute Chapter 28 Clerks of Court](#)

**INFORMATION ON IDENTITY THEFT**

[Attorney General of Florida - Identity Theft Links](#)

[Florida's Identity Theft Victim Kit](#)

[Federal Government Consumer Identity Theft Help](#)

[F.T.C. - Take Charge: Fighting Back Against ID Theft](#)



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1851**

**Written Communication Item #: 8. C.**

**BCC Regular Meeting**

**Meeting Date:** 12/08/2011

**Issue:** Written Communication - Release of Interest in any Phosphate, Minerals, Metals and Petroleum on Lot 5, Block C, Legacy Oaks, Gilmore Lake Subdivision

**From:** Charles R. (Randy) Oliver

**Organization:** County Administrator's Office

**CAO Approval:**

---

**RECOMMENDATION:**

November 23, 2011 - Communication from Fred Gunther, CCIM, Gunther Properties, LLC, on behalf of DR Horton, requesting that Escambia County release interest in any phosphate, minerals, metals, and petroleum on or under a 10-foot-wide strip of land located on Lot 5, Block C, Legacy Oaks, Gilmore Lake Subdivision.

**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

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**Attachments**

Written Communication Request

DR Horton\_Synovus--Legacy Oaks Title Issue

Deed From County



November 23, 2011

Ms. Shirley Gafford  
Escambia County Administration  
221 Palafox Place, Suite 420  
Pensacola, FL 32502

**RE: Lot 5 Block C, Legacy Oaks on Gilmore Lake Subdivision, Pensacola, FL**

Ms. Gafford:

I am writing you to request being placed on the written communication agenda at the Board of County Commissioner's meeting scheduled for December 8, 2011.

You can see the attached email from DR Horton's legal counsel, as well as a title commitment and deed, for further clarification, but DR Horton has several lots in Legacy Oaks on Gilmore Lake subdivision under contract. They intend to purchase these lots and build single family homes on them, but will not close on one of the lots because Escambia County has a  $\frac{3}{4}$  interest in any phosphate, minerals and metals and  $\frac{1}{2}$  interest in any petroleum on or under a 10 foot wide strip of this lot.

I am requesting, on behalf of DR Horton, that Escambia County release said interest in any phosphate, minerals, metals and petroleum. In accordance with Florida Statute Section 270.11(3) "A local government, water management district, or agency of the state may, at its discretion, sell or release reserved interest in any parcel of land, except that such sale or release shall be made upon petition of the purchaser for such interest and with a statement of reasons justifying such sale or release."

The reasons justifying the release are as follows:

- 1.) Section 31 of the Declaration of Covenants, Restrictions and Conditions of Legacy Oaks on Gilmore Lake subdivision allows "No exploration or drilling for oil, gas or other minerals, and no production facilities for oil refining, quarrying or mining operations of any kind shall be permitted or allowed on any Lot in the Subdivision."

GUNTHER PROPERTIES, LLC  
213 S BAYLEN STREET  
PENSACOLA, FL 32502

P 850.433.0666  
F 850.470.8397

[www.guntherproperties.com](http://www.guntherproperties.com)

- 2.) These oil and mineral reservations apply to a ten foot wide strip of land, so it seems unlikely any mining or oil extraction could occur on this ½ acre subdivision lot.
- 3.) There are currently no homes built in this 54 lot subdivision, so the construction of new homes would start a new neighborhood and increase the property tax base in Escambia County.

I hope you will agree this release is in the best interest of the citizens of Escambia County. Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Fred Gunther". The signature is written in a cursive style with a large, looping initial "F".

Fred Gunther

**From:** [Chris Gill](#)  
**To:** [Charles Hoffman](#)  
**Cc:** [Peter J. Ferrari](#)  
**Subject:** DR Horton/Synovus--Legacy Oaks Title Issue  
**Date:** Tuesday, September 20, 2011 1:41:54 PM  
**Attachments:** [image001.png](#)  
[Commitment \(rev. 9.15.2011\).pdf](#)  
[1995202330\[1\].jpg](#)

---

Charlie,

I am writing to get your thoughts/input on a title issue relative to one of the Legacy Oaks lots that is under contract between Synovus and DR Horton. Please find attached the current title commitment for the transaction. Also attached is a copy of the document referenced as Item 16 in Schedule B-Section II.

I have asked the title company to provide affirmative coverage as to surface non-disturbance under both MRTA and Florida Statutes Section 270.11(2)(b). The title company declined such coverage under MRTA because the conveyance is still within the 30 year exception of MRTA. The title company also declined coverage under Florida Statutes Section 270.11(2)(b) because, according to the title company, that section only bars entry as to state held mineral rights, and these are held by a county.

Obviously, I do not like the prospect of a party being able to disturb the surface of one of these lots. Do you have any thoughts, recommendations, etc. on this particular issue? Do you have any contacts with Escambia County whereby we could obtain a surfaces rights release?

Thanks,  
Chris



The information contained in this electronic message is intended only for the use of the owner of the email address listed as the recipient of this message and may contain attorney-client privileged and confidential information. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any disclosure, dissemination, distribution, or copying of this communication is strictly prohibited.

**IRS Circular 230 Disclosure:** Pursuant to U.S. Treasury provisions, you are hereby advised that any written tax advice contained herein (including any attachments) was not written or intended to be used (and cannot be used) by any taxpayer for the purpose of avoiding penalties that may be imposed under the U.S. Internal Revenue Code.

70-50  
-70

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

D S PD Deed \$0.70  
Mort \$0.00 ASUM \$0.00  
APRIL 21, 1995  
Jim Moyer, Comptroller  
Cert. Reg. 59-2043328-27-01  
BY: *M. Moyer* D.C.

DEED

KNOW ALL BY THESE PRESENTS, made this 21<sup>st</sup> day of April 1995, by and between ESCAMBIA COUNTY, a political subdivision of the state of Florida, acting through its duly authorized BOARD OF COUNTY COMMISSIONERS ("Grantor"), and Norma Jean Gilmore Hubbard, a remarried widow, whose mailing address is 9021 Westside Drive, Pensacola, Florida 32514, and whose social security number is 263-44-3737, ("Grantee").

WITNESSETH:

THAT SAID GRANTOR, for and in consideration of the sum of Ninety Dollars (\$90.00), and other good and valuable considerations to said Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, does grant, sell, release, remise and convey unto Grantee, Grantee's heirs, successors and assigns, forever, the real property described in **Exhibit "A"** attached hereto, situate, lying and being in Escambia County, Florida.

The above described property bears Property Appraiser Parcel Identification No. 13-1S-30-1201-140-004.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

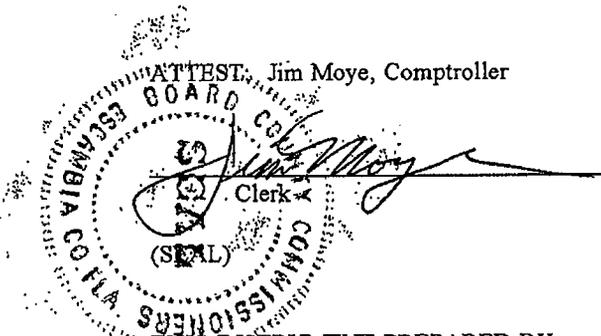
In accordance with Section 270.11, Florida Statutes, Grantor reserves for itself, its successors and assigns, an undivided 3/4s interest in and title in and to an undivided 3/4s interest in all the phosphate, minerals and metals that are or may be in, on or under said property and an undivided 1/2 interest in all the petroleum that is or may be in, on or under said property, together with the privilege to mine and develop the same.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said Board, the day and year first above written.

GRANTOR:  
ESCAMBIA COUNTY, BY ITS BOARD  
OF COUNTY COMMISSIONERS

*Willie J. Junior*  
Willie J. Junior, Chairman

ATTEST: Jim Moyer, Comptroller



THIS INSTRUMENT PREPARED BY:  
Office of the County Attorney  
14 West Government Street  
Room 411, Courthouse Annex  
Pensacola, Florida 32501

**EXHIBIT "A"**

10' Strip of Land Located West Off of Chisholm Road

South 10 feet of the North 200 feet of Lot 14, Block 4, Subdivision Plat Deed Book  
89, page 274, Sections 20/13, Township 1 South, Range 30 West. Case No. 315,  
Account No. 02-1744-600, Tax Certificate No. 274.

**Instrument 00202330**

Filed and recorded in the  
public records

APRIL 21, 1995

at 11:54 A.M.

In Book and Page noted

above or hereon

and record verified

JIM MOYE,

COMPTROLLER

Escambia County,  
Florida



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1787**

**Written Communication Item #: 8. D.**

**BCC Regular Meeting**

**Meeting Date:** 12/08/2011

**Issue:** Environmental (Code) Enforcement Lien Relief – 1115 Rachel Circle

**From:** Gordon Pike

**Organization:** Corrections

**CAO Approval:**

---

**RECOMMENDATION:**

Undated communication from David Bramblett requesting that the Board forgive the fines relative to a Code Enforcement Lien against property located at 1115 Rachel Circle.

Recommendation: That the Board review and consider a lien relief request made by David Bramblett against property located at 1115 Rachel Circle.

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

After reviewing the request for forgiveness of Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board’s Policy, “Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens” Policy, Section III, H2.

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

**BACKGROUND:**

On August 27, 2007 the Office of Environmental Enforcement received complaint for trash, overgrowth and dilapidated structure. Officer investigated complaint and observed trash, debris, overgrowth and dilapidated house.

August 30, 2007 A notice of violation for 21 days was posted on site.

September 5, 2007 A notice of violation mailed regular and certified mail. Certified letter received and signed for by Catheryn Morrison on September 28, 2007.

October 23, 2007 The officer conducted the reinspection and observed violations remained.

Hearing requested by officer on October 31, 2007.

Copy of Hearing Notice posted on property on November 14, 2007.

December 3, 2007 Notice of Hearing sent regular and certified mail. Certified mail returned marked "Unclaimed".

December 4, 2007 Hearing held. \$1,100.00 court cost awarded to county and \$50.00 per day fine. Owner had until 12/15/07 to abate overgrowth and remove all trash and debris and until 01/05/08 to abate violations with structure.

Copy of order sent to owners regular and certified mail. Order recorded in Official Records Book 6258 and page 1293. On December 17, 2007 Order received by Vicki Murphy.

December 20, 2007 Reinspection conducted by officer. Violations remain.

September 10, 2008 Reinspection conducted by officer. Violations remain.

Final Notice Prior to Demolition sent regular and certified mail on November 4, 2009. Final notice received and signed for by Terry Morrison.

December 8, 2009 Violations abated by county in the amount of \$12,752.00. Notice of Lien filed in Official Records. OR BK 6540 and PG 991-991.

July 5, 2011 Property was sold at Tax Sale.

September 15, 2011 Mr. Bramblett appeared before the Board of County Commissioners to request reduction for fines associated with lien. Board voted to reduce the fines by 2/3.

November 8, 2011 Staff received an e-mail from Mr. Bramblett requesting to back before the Board concerning the remaining fines.

**BUDGETARY IMPACT:**

The itemized costs shown in the code enforcement for lien:

Cost

A. Administrative Cost: \$1,100.00

B. Daily Fines: 12/16/07-12/08/09 @\$50.00 per day \$36,152.00

C. Abatement Fees \$12,752.00

TOTAL \$50,004.00

**LEGAL CONSIDERATIONS/SIGN-OFF:**

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

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

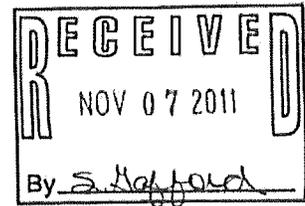
**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

1115 Rachel Circle



Dear County Commissioners,

My name is David Bramblett. I came before the Board in September with the intention of making a case for having the fines portion of the lien on my recently acquired property waived. Unfortunately, I was grossly unprepared and unaware of how these proceedings work. After I acquired the property, per advice from someone at the office, I sent an email to Code Enforcement let them know I wanted to begin this process and asked how to do so. I did not know that the very brief email I sent in would be the only information presented to you all to make your decision. I had never attended a County Commissioners meeting so I didn't really know what to expect but I was under the impression that I would be given time to speak and state why I wanted the fines waived. It was only during a conversation with Steven West after the meeting that I learned that my email was submitted as part of the "written communication" portion and that I should have said all I'm about to say in that email. I apologize for being unfamiliar with this process and presenting you all with inadequate information. The Board made an offer to waive two-thirds of the fines portion. I hope this information is enough to have that decision reconsidered for the full amount.

I have lived on Kathleen Avenue since 1989, save for a few years away at college. I lived with my parents at 976 Kathleen Ave until I landed a solid job at Navy Federal Credit Union and my wife and I could afford to buy a house in 2007. When that time came, we bought the house we currently live in- 5 houses down the street from my parents at 1096 Kathleen Ave. Rachel Circle, where my new property is located, is an off-shoot of Kathleen Avenue. I live in a house that is just over 1100 sq ft with my wife and three children. Needless to say, we will outgrow this house in the next few years and that is if we decide to not expand our family any further. We've looked all over town but the fact is, I want my kids to grow up down the street from their grandparents- a luxury I never had. However, there aren't many quality larger residences for sale nearby. You may be aware that most of this area is old and values have dropped significantly. The house that I bought for a steal in 2007 at \$75k with an additional \$11k on the mortgage for repairs, was appraised at \$120k and is now valued at about \$55k. We are essentially stuck and will not walk away from our obligations with a short sale or foreclosure, as many have. In fact, to further demonstrate my family's investment in this street and this community- my parents now own 5 lots on the street, including their primary residence, the 2 empty lots to the right, a foreclosed home to their left (which now is in constant upkeep, as it never was before) and another lot on the street that had a dilapidated residence which we were slowly, but surely, repairing when we received an ultimatum from code enforcement of "finish it now, tear it down, or face fines." So, my parents had it torn down and planted a garden. We are not in the market for "flipping" property and cannot afford to make such large expenditures in one fell swoop. All we want to do is better the neighborhood we live in and continue to live here.

All that said, a few months ago this property at 1115 Rachel Cir showed up on the Tax Deed Sales website. Since it appeared, I weighed over and over again the risk of getting stuck with \$50k in liens versus the reward of having a piece of property exactly where I want that I could one day use to build a more comfortable family home. Knowing the risk, I did my legwork. I contacted both the Code Enforcement Agency and Clerk of the Court multiple times to discuss the liens as part of my due diligence. I felt very comfortable after talking to them that it was common practice to waive the fines but not the hard costs, as I was not the one who caused the violation, and since fines are a punishment to provoke some action (an action which the county ultimately took themselves in tearing down the violating residence on the property), I shouldn't be held accountable for the previous owner's action or inaction. Also in speaking with these County departments, I was led to believe that I would just have to show "good faith" by paying something towards the liens on a somewhat regular basis to avoid the county foreclosing and taking the property back. I can afford to show good faith, as I was under the impression was all that was required, but I cannot afford the large monthly payments on the finance plan based on the County's offer, which would leave me with a monthly payment close to \$500. This would be incredibly burdensome for my family. The mortgage payment on my current home is just over \$600.

I learned that I wouldn't be able to build a home or sell the property without clearing the liens but, again, I have no intention of doing either of those at this time. I learned that normally people go through a quiet title lawsuit in these situations but that there is statute of limitations that will run out well before I need a "clear title." Then when the day came for the auction, I missed it! Fortunately, nobody else bought it and I waited for it to show up in the Lands for Sale, while continuing communication with the various departments who gave me reassurance that waiving the fines is standard practice. I was asked by Commissioner White as I approached the podium if I was aware of the fines on the property. I will say again that yes, I was aware of the liens and felt that I had a good enough case and had done enough research to believe that the bulk of the lien, the \$36k in fines, would at least be waived. Commissioner White then remarked that since I was aware, there was no way all the fines would be waived. I could have lied but that is not the type of person I am. So now I feel as though I'm being punished not only for the previous homeowner's poor property management but also for being honest.

I also left the Board meeting with the impression that maybe you all felt I was trying to "get one over" on you and the county; that waiving too much would be like giving away the land and that there's someone else out there who would be willing to pay all these fines. There are a few other facts I would also like to have considered about this property:

1) Nobody bought this property at auction and nobody else bought it after it re-listed for sale. I took this property off the county's hands, paid the back taxes to acquire it and will continue to pay the taxes and maintain the property. We've already begun clearing brush and debris, which hasn't happened on the property since the county paid to have it cleared. My father even bought a cheap old tractor with a bush hog which we've used to clear most of what is visible from the road.

2) This property has little value to anyone other than me or, perhaps, someone else who is invested in Kathleen Avenue and its offshoots' future. It is sandwiched between two neighborhoods- one built in the 50's (Kathleen Ave) and one built in the 70's and 80's (Gonzalez Park Drive). There is one point of access at Rachel Circle that a developer COULD use for building a neighborhood on the property, but who would build new houses in this market in an area that has lost over 50% of its value in the last 3 years?

3) The property is zoned VR-1, which means that not only would someone have to clear all the liens and quiet the title to build, they would also have to have it re-zoned in order to build more than one house, which, with all these fines and fees, would almost be a requirement in order to turn a profit on this land in this market. I'm quite certain that there are better plots of lands deeper into Cantonment and into Molino that will be much less hassle and expense for anyone interested in developing.

I just do not think that given all these issues, there is anyone else around here willing to pay all these fines if I couldn't.

Finally, I heard the citizen who spoke after me regarding waiving code enforcement liens. When she approached, the first question to her was, "So, you just want to have the fines waived and agree to pay all the hard costs?" again reaffirming to me that this is standard practice. This is also exactly what I requested in my original email. Commissioner Young apparently saw the contradiction and began to say "Well, didn't we just..." when she was cut off. Someone else on the dais remarked "These are two completely different circumstances," which is correct- I am not the violator who caused the fines, whereas it appears the other citizen did cause her own fines through inaction. Maybe the confusion is just that the agenda appears to show that I was requesting the full lien forgiven, whereas the other citizen requested "fines relative to the lien" forgiven. The exact words from my email to Sandra Slay in Code Enforcement were, "There is a large code enforcement lien against the property and I would like to start the process of appealing at least *the fines portion of that lien- the \$36,152.00.*" Because of this contradiction, I can't help but think my request was misconstrued- again, due to my own ignorance of these proceedings- and I hope that this letter clarifies my good intentions.

I'm just an honest taxpaying citizen of your district trying to better my community and secure my family's future. I'm asking you to reconsider waiving the full amount of the fines portion of this lien and I will make good faith payments toward helping the County recoup the money it actually spent.

Regards,

David Bramblett

A handwritten signature in black ink, appearing to read 'David Bramblett', written over the printed name.



# Office of Environmental Enforcement



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

**Property Address:** 1115 Rachel Circle  
**Property Owner:** Terry and Catheryn Morrison  
**Original Complaint:** Overgrowth , trash, debris and dilapidated structure  
**EE Case #:** CE 07-08-0957

- 08/27/07 Received complaint for trash, overgrowth and dilapidated structure. Officer investigated complaint and observed trash, debris, overgrowth and dilapidated house.
- 08/30/07 Notice of violation for 21 days posted on site.
- 09/05/07 Notice of violation mailed regular and certified mail.
- 09/28/07 Certified letter received and signed for by Catheryn Morrison.
- 10/23/07 Reinspection conducted and violations remained.
- 10/31/07 Hearing requested by officer.
- 11/14/07 Copy of Hearing Notice posted on property.
- 12/03/07 Notice of Hearing sent regular and certified mail. Certified mail returned marked "Unclaimed".
- 12/04/07 Hearing held. \$1,100.00 court cost awarded to county and \$50.00 per day fine. Owner had until 12/15/07 to abate overgrowth and remove all trash and debris and until 01/05/08 to abate violations with structure.
- 12/05/07 Copy of order sent to owners regular and certified mail. Order recorded in Official Records Book 6258 and page 1293.
- 12/17/07 Order received by Vicki Murphy.
- 12/20/07 Reinspection conducted. Violations remain.
- 09/10/08 Reinspection conducted. Violations remain.
- 11/04/09 Final Notice Prior to Demolition sent regular and certified mail. Final notice received and signed for by Terry Morrison.
- 12/08/09 Violations abated by county in the amount of \$12,752.00.
- 12/10/09 Notice of Lien filed in Official Records. OR BK 6540 and PG 991-991.
- 07/05/11 Property was sold at Tax Sale.

Lien amount	<u>Cost</u>
Administrative Cost	\$1,100.00
Fine 12/16/07 – 12/08/09 @ \$50.00 per day	\$36,152.00
County Abatement Fees	<u>\$12,752.00</u>
<b>TOTAL</b>	<b>\$50,004.00</b>

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

ALISON PERDUE ROGERS  
County Attorney  
Board Certified City, County, and  
Local Government Law

CHARLES V. PEPLER  
Deputy County Attorney  
Board Certified Civil Trial Law

STEPHEN G. WEST  
Assistant County Attorney  
Board Certified Real Estate Law

RYAN ROSS  
Assistant County Attorney

KRISTIN D. HUAL  
Assistant County Attorney

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

221 PALAFOX PLACE, SUITE 430  
PENSACOLA, FLORIDA 32502

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



September 16, 2011

Via Email: [david.bramblett@hotmail.com](mailto:david.bramblett@hotmail.com)

David Bramblett

Re: Request for Lien Forgiveness – 1115 Rachel Circle

Dear Mr. Bramblett:

At its meeting on September 15, 2011, the Board of County Commissioners granted you relief from the lien against your property.

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

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

Please note that pursuant to the Board's policy, payment must be made within 60 days of the meeting date (9/15/2011) to preserve your right to the relief authorized by the Board.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen G. West", is written over the word "Sincerely,".

Stephen G. West  
Assistant County Attorney

SGW:bjs

cc: Brenda Robinson, Director, Judicial Services, Official Record,  
Clerk of the Circuit Court

Sandra Slay, Division Manager, Code Enforcement



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1830**

**Public Hearings Item #: 10.**

**BCC Regular Meeting**

**Meeting Date:** 12/08/2011

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

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

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**RECOMMENDATION:**

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

Recommendation: That the Board, at the 5:31 p.m. Public Hearing, adopt the Resolution establishing the Board's intent to use the Uniform Method of Collection for Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

**(Proof of Publication 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 2012/2013.

**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.

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**Attachments**

Uniform Method Resolution

**RESOLUTION NUMBER R2011-\_\_\_\_\_**

**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 2012, in the same manner as provided for ad valorem taxes; and

**WHEREAS**, for the first time, the Board of County Commissioners is contemplating using the same uniform method of collecting non-ad valorem special assessments to collect previously-imposed non-ad valorem special assessments needed to defray the costs of providing fire protection, law enforcement, and mosquito services to properties located in the unincorporated area of Escambia County commonly known as "Pensacola Beach" or "Santa Rosa Island" and more particularly described in Exhibit "B" to this Resolution; 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;



## **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-1802**

**Public Hearings Item #: 11.**

**BCC Regular Meeting**

**Meeting Date:** 12/08/2011

**Issue:** 5:32 p.m. Public Hearing – Vacate a Portion of Palafox Parkway, Brentwood Park Subdivision

**From:** Joy D. Blackmon, P.E.

**Organization:** Public Works

**CAO Approval:**

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**RECOMMENDATION:**

5:32 p.m. Public Hearing for consideration of the Petition to Vacate a portion of Palafox Parkway, Brentwood Park Subdivision, as petitioned by Brentwood Assembly of God, Inc.

Recommendation: That the Board, at the 5:32 p.m. Public Hearing, take the following action concerning the vacation of a portion of Palafox Parkway (40 feet x 260 feet = 10,400 square feet, or 0.23 acres) in Brentwood Park Subdivision, as petitioned by Brentwood Assembly of God, Inc.:

A. Approve the Petition to Vacate a portion of Palafox Parkway (40 feet x 260 feet = 10,400 square feet, or 0.23 acres) in Brentwood Park Subdivision, as petitioned by Brentwood Assembly of God, Inc.;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

Palafox Parkway (40' R/W) is a paved County-maintained road, dedicated and shown on the plat of Brentwood Park Subdivision, as recorded in Plat Book 1, at Page 11, of the public records of Escambia County, Florida. Brentwood Assembly of God, Inc., owns most of the property on both sides of the portion of Palafox Parkway requested to be vacated. The Petitioner is requesting that the Board vacate any interest the County has in the portion of Palafox Parkway (40 feet x 260 feet = 10,400 square feet, or 0.23 acres) lying between Virginia Way and Rosalyn Way (formerly known as Rosalyn Boulevard) according to said plat and as shown on attached Exhibit "A".

**BACKGROUND:**

Palafox Parkway (40' R/W) is a paved County-maintained road, dedicated and shown on the plat of Brentwood Park Subdivision, as recorded in Plat Book 1 at Page 11 of the public records of Escambia County, Florida. Brentwood Assembly of God, Inc., owns most of the property on both sides of the portion of Palafox Parkway requested to be vacated. Petitioner is requesting that the Board vacate any interest the County has in the portion of Palafox Parkway (40 feet x 260 feet = 10,400 square feet or 0.23 acres) lying between Virginia Way and Rosalyn Way (formerly known as Rosalyn Boulevard) according to said plat and as shown on attached Exhibit "A".

Staff has made no representations to the Petitioner or Petitioner's agent that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.

There are no encroachment issues involved with this vacation request. Staff has reviewed the request and has no objections to the proposed vacation. All utility companies concerned have been contacted and have no objection to the requested vacation. No one will be denied access to his or her property as a result of this vacation.

**BUDGETARY IMPACT:**

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

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

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

Staff has been in contact with Michael W. Poston, Pastor, Brentwood Assembly of God, Inc., Petitioner. It is the responsibility of Petitioner to advertise the Notice of Public Hearing.

---

## **Attachments**

Petition

Hold Harmless Agreement

Resolution

Notice of Adoption

Plat

Map

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

Petitioner, hereby files this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a Right-of-Way in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner, Brentwood Assembly of God, Inc., presently owns an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

That portion of Palafox Parkway (40' R/W), Brentwood Park Subdivision as recorded in Plat Book 1 at Page 11 of the public records of Escambia County, Florida; being bounded on the west by Block 6 of said subdivision and bounded on the east by park parcel as shown on said plat; also being bounded on the south by the north right-of-way line of Virginia Way and bounded on the north by the south right-of-way line of Rosalyn Way (formerly known as Rosalyn Boulevard).

2. That the Petitioner, Brentwood Assembly of God, Inc., desires that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section 46 Township 1S Range 30 West and recorded in Plat Book 1 at Page 11 of the public records of Escambia County, Florida.

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

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

Petitioner acknowledges that:

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

Brentwood Assembly of God, Inc.  
(Petitioner)

4901 North Palafox Highway  
Pensacola, FL 32505  
(Address)

(850) 432-0303  
Phone Number

N/A  
Agent's Name

August 4, 2011  
Date

HOLD/HARMLESS AGREEMENT

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

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

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

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

That portion of Palafox Parkway (40' R/W), Brentwood Park Subdivision as recorded in Plat Book 1 at Page 11 of the public records of Escambia County, Florida; being bounded on the west by Block 6 of said subdivision and bounded on the east by park parcel as shown on said plat; also being bounded on the south by the north right-of-way line of Virginia Way and bounded on the north by the south right-of-way line of Rosalyn Way (formerly known as Rosalyn Boulevard).

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

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

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

Executed in the presence of:

Walter D Fisher  
Witness

Walter D Fisher  
Print or type name

Judith C Cantrell  
Witness

Judith C Cantrell  
Print or type name

Brentwood Assembly of God, Inc.,

by: Rev. Michael W. Poston

Michael W. Poston  
Print or type name

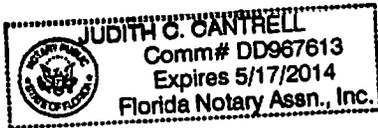
Title: Pastor

Date: 11-17-2011

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of November, 2011, by Michael W. Poston, Pastor, Brentwood Assembly of God, Inc. He/She is (  ) personally known to me, (  ) produced current Florida/Other \_\_\_\_\_ driver's license as identification, and/or (  ) produced current \_\_\_\_\_ as identification.

(Notary Seal must be affixed)



Judith C. Cantrell  
Notary Public  
Judith C. Cantrell  
Print or type name

Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By \_\_\_\_\_  
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

By \_\_\_\_\_  
Deputy Clerk

Approved by the B.C.C. on: \_\_\_\_\_

RESOLUTION NUMBER R \_\_\_\_\_ - \_\_\_\_\_

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

WHEREAS, Brentwood Assembly of God., Inc., has petitioned this Board to vacate, abandon, and close the following public rights-of-way, alleyway, or other lands and to renounce and disclaim the right of Escambia County, Florida and of the public, and;

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

That portion of Palafox Parkway (40' R/W), Brentwood Park Subdivision as recorded in Plat Book 1 at Page 11 of the public records of Escambia County, Florida; being bounded on the west by Block 6 of said subdivision and bounded on the east by park parcel as shown on said plat; also being bounded on the south by the north right-of-way line of Virginia Way and bounded on the north by the south right-of-way line of Rosalyn Way (formerly known as Rosalyn Boulevard).

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

WHEREAS, Petitioner, Brentwood Assembly of God, Inc., has caused to be published on \_\_\_\_\_, A.D., 20\_\_\_\_, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at 5:32 P. M on December 8, 2011 \_\_\_\_\_ in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

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

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

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

That portion of Palafox Parkway (40' R/W), Brentwood Park Subdivision as recorded in Plat Book 1 at Page 11 of the public records of Escambia County, Florida; being bounded on the west by Block 6 of said subdivision and bounded on the east by park parcel as shown on said plat; also being bounded on the south by the north right-of-way line of Virginia Way and bounded on the north by the south right-of-way line of Rosalyn Way (formerly known as Rosalyn Boulevard).

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

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

ESCAMBIA COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

By \_\_\_\_\_  
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

By \_\_\_\_\_  
Deputy Clerk

Adopted: \_\_\_\_\_

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

NOTICE IS HEREBY GIVEN that on December 8, A.D., 2011, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

That portion of Palafox Parkway (40' R/W), Brentwood Park Subdivision as recorded in Plat Book 1 at Page 11 of the public records of Escambia County, Florida; being bounded on the west by Block 6 of said subdivision and bounded on the east by park parcel as shown on said plat; also being bounded on the south by the north right-of-way line of Virginia Way and bounded on the north by the south right-of-way line of Rosalyn Way (formerly known as Rosalyn Boulevard).

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_\_.

Board of County Commissioners  
Escambia County, Florida

BRENTWOOD PARK SUBDIVISION  
PLAT BOOK 1 PAGE 11



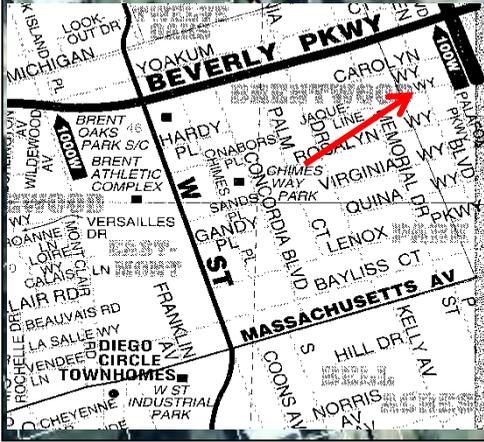
 PORTION OF PALAFOX PARKWAY REQUESTED TO BE VACATED



"Exhibit A"  
PORTION OF PALAFOX PARKWAY, BRENTWOOD PARK SUBDIVISION  
Petitioner: Brentwood Assembly of God, Inc.



VICINITY MAP



ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT  
JCC 05/26/11 DISTRICT 3

-  PETITIONERS PROPERTY
-  PORTION OF PALAFOX PARKWAY REQUESTED TO BE VACATED



**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT AND COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

**AI-1835** **Clerk & Comptroller's Report** **Item #: 12. 1.**

**BCC Regular Meeting**

**Meeting Date:** 12/08/2011  
**Issue:** Acceptance of Reports  
**From:** Doris Harris  
**Organization:** Clerk & Comptroller's Office

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**Recommendation:**

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

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

A. Payroll Expenditures for Pay Date November 23, 2011, in the amount of \$2,132,127.50; and

B. The following three Disbursement of Funds:

(1) November 10, 2011, to November 16, 2011, in the amount of \$3,596,675.57;

(2) November 17, 2011, to November 23, 2011, in the amount of \$4,406,193.10; and

(3) November 24, 2011, to November 30, 2011, in the amount of \$1,219,396.67.

---

**Attachments**

**CR I-1**



EXECUTIVE ADMINISTRATION/LEGAL DIVISION  
 ACCOUNTING DIVISION  
 APPEALS DIVISION  
 ARCHIVES AND RECORDS  
 CENTURY DIVISION  
 CHILD SUPPORT  
 CLERK TO THE BOARD  
 COUNTY CIVIL  
 COUNTY CRIMINAL  
 COURT DIVISION  
 CIRCUIT CIVIL  
 CIRCUIT CRIMINAL  
 DOMESTIC RELATIONS  
 FAMILY LAW

**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT & COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

♦ AUDITOR ♦ ACCOUNTANT ♦ EX-OFFICIO CLERK TO THE BOARD ♦ CUSTODIAN OF COUNTY FUNDS ♦

FINANCE  
 JURY ASSEMBLY  
 GUARDIANSHIP  
 HUMAN RESOURCES  
 JUVENILE DIVISION  
 MARRIAGE  
 MENTAL HEALTH  
 MANAGEMENT INFORMATION SYSTEMS  
 OFFICIAL RECORDS  
 OPERATIONAL SERVICES  
 PROBATE DIVISION  
 TRAFFIC DIVISION  
 TREASURY

Escambia County, Florida  
 Payroll Expenditures of the  
 Board of County Commissioners

Pay Date: November 23, 2011

Check No:	\$0.00
Direct Deposits:	\$1,151,834.92
Total Deductions and Matching Costs:	\$980,292.58
Total Expenditures:	\$2,132,127.50

ERNIE LEE MAGAHA  
 CLERK OF THE CIRCUIT COURT  
 ESCAMBIA COUNTY, FL.  
 2011 NOV 21 P 3:06  
 THE BOARD OF  
 COUNTY COMMISSIONERS



EXECUTIVE ADMINISTRATION/LEGAL DIVISION  
 ACCOUNTING DIVISION  
 APPEALS DIVISION  
 ARCHIVES AND RECORDS  
 CENTURY DIVISION  
 CHILD SUPPORT  
 CLERK TO THE BOARD  
 COUNTY CIVIL  
 COUNTY CRIMINAL  
 COURT DIVISION  
 CIRCUIT CIVIL  
 CIRCUIT CRIMINAL  
 DOMESTIC RELATIONS  
 FAMILY LAW

**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT & COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

♦ AUDITOR ♦ ACCOUNTANT ♦ EX-OFFICIO CLERK TO THE BOARD ♦ CUSTODIAN OF COUNTY FUNDS ♦

FINANCE  
 JURY ASSEMBLY  
 GUARDIANSHIP  
 HUMAN RESOURCES  
 JUVENILE DIVISION  
 MARRIAGE  
 MENTAL HEALTH  
 MANAGEMENT INFORMATION SYSTEMS  
 OFFICIAL RECORDS  
 OPERATIONAL SERVICES  
 PROBATE DIVISION  
 TRAFFIC DIVISION  
 TREASURY

Escambia County, Florida  
 Disbursement of Funds From:

11/10/11 to 11/16/11

DISBURSEMENTS

Computer check run of:

<u>11/16/11</u>	\$ <u>3,106,225.74</u>
<u>L-Vendor</u>	\$ <u>74,166.66</u>

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims	\$ <u>11,018.61</u>
Dental Insurance	\$ <u>53,236.69</u>
Pensacola Bay Area Chamber	\$ <u>352,027.87</u>

Total Disbursement by Wire

\$ 416,283.17

TOTAL DISBURSEMENTS

\$ 3,596,675.57

The detailed backup to this Report is available for review in the Clerk's Finance Department. If you have any questions, please call Cheryl Maher, Clerk's Finance Division at (850) 595-4841.

Pursuant to Chapter 136.06 (1), Florida Statutes, the Disbursement Report will be filed with the Board's Minutes.

2011 NOV 16 P 1:01  
 CLERK OF THE CIRCUIT COURT  
 ESCAMBIA COUNTY, FL  
 COUNTY COMMISSIONERS



EXECUTIVE ADMINISTRATION/LEGAL DIVISION  
 ACCOUNTING DIVISION  
 APPEALS DIVISION  
 ARCHIVES AND RECORDS  
 CENTURY DIVISION  
 CHILD SUPPORT  
 CLERK TO THE BOARD  
 COUNTY CIVIL  
 COUNTY CRIMINAL  
 COURT DIVISION  
 CIRCUIT CIVIL  
 CIRCUIT CRIMINAL  
 DOMESTIC RELATIONS  
 FAMILY LAW

**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT & COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

✦ AUDITOR ✦ ACCOUNTANT ✦ EX-OFFICIO CLERK TO THE BOARD ✦ CUSTODIAN OF COUNTY FUNDS ✦

FINANCE  
 JURY ASSEMBLY  
 GUARDIANSHIP  
 HUMAN RESOURCES  
 JUVENILE DIVISION  
 MARRIAGE  
 MENTAL HEALTH  
 MANAGEMENT INFORMATION SYSTEMS  
 OFFICIAL RECORDS  
 OPERATIONAL SERVICES  
 PROBATE DIVISION  
 TRAFFIC DIVISION  
 TREASURY

Escambia County, Florida  
 Disbursement of Funds From:

11/17/11 to 11/23/11

DISBURSEMENTS

Computer check run of:

<u>11/23/11</u>	\$ <u>3,390,357.58</u>
<u>L-Vendor</u>	\$ <u>80,536.90</u>

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims	\$ <u>84,611.47</u>
Credit Card Purchases	\$ <u>28,971.94</u>
Aero Training & Rental, Inc	\$ <u>191,498.35</u>
Pensacola Bay Area Chamber	\$ <u>5,216.86</u>
Motorola Inc.	\$ <u>625,000.00</u>

Total Disbursement by Wire

\$ 935,298.62

TOTAL DISBURSEMENTS

\$ 4,406,193.10

The detailed backup to this Report is available for review in the Clerk's Finance Department. If you have any questions, please call Cheryl Maher, Clerk's Finance Division at (850) 595-4841.

Pursuant to Chapter 136.06 (1), Florida Statutes, the Disbursement Report will be filed with the Board's Minutes.

THE COMPTROLLER  
 ESCAMBIA COUNTY, FL  
 2011 NOV 23 P 3:33



EXECUTIVE ADMINISTRATION/LEGAL DIVISION  
 ACCOUNTING DIVISION  
 APPEALS DIVISION  
 ARCHIVES AND RECORDS  
 CENTURY DIVISION  
 CHILD SUPPORT  
 CLERK TO THE BOARD  
 COUNTY CIVIL  
 COUNTY CRIMINAL  
 COURT DIVISION  
 CIRCUIT CIVIL  
 CIRCUIT CRIMINAL  
 DOMESTIC RELATIONS  
 FAMILY LAW

**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT & COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

✦ AUDITOR ✦ ACCOUNTANT ✦ EX-OFFICIO CLERK TO THE BOARD ✦ CUSTODIAN OF COUNTY FUNDS ✦

FINANCE  
 JURY ASSEMBLY  
 GUARDIANSHIP  
 HUMAN RESOURCES  
 JUVENILE DIVISION  
 MARRIAGE  
 MENTAL HEALTH  
 MANAGEMENT INFORMATION SYSTEMS  
 OFFICIAL RECORDS  
 OPERATIONAL SERVICES  
 PROBATE DIVISION  
 TRAFFIC DIVISION  
 TREASURY

Escambia County, Florida  
 Disbursement of Funds From:

11/24/11 to 11/30/11

DISBURSEMENTS

Computer check run of:

<u>11/30/11</u>	\$ <u>1,219,396.67</u>
<u>L-Vendor</u>	\$ <u>0.00</u>

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Debt Service Payment	\$ <u>0.00</u>
Preferred Governmental Claims	\$ <u>0.00</u>
Credit Card Purchases	\$ <u>0.00</u>
Human Relations	<u>0.00</u>

Total Disbursement by Wire

\$ 0.00

**TOTAL DISBURSEMENTS**

\$ 1,219,396.67

The detailed backup to this Report is available for review in the Clerk's Finance Department. If you have any questions, please call Cheryl Maher, Clerk's Finance Division at (850) 595-4841.

Pursuant to Chapter 136.06 (1), Florida Statutes, the Disbursement Report will be filed with the Board's Minutes.

2011 DEC - 1 A 8:36  
 CLERK OF THE CIRCUIT COURT  
 ESCAMBIA COUNTY, FL.



**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT AND COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

**AI-1836** **Clerk & Comptroller's Report** **Item #: 12. 2.**

**BCC Regular Meeting**

**Meeting Date:** 12/08/2011  
**Issue:** Acceptance of Documents  
**From:** Doris Harris  
**Organization:** Clerk & Comptroller's Office

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**Recommendation:**

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

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

A. Closing documents relating to the sale of surplus property, located at 1580 Lepley Road, to James C. Howard and Clydie M. Howard, as approved by the Board on June 7, 2007, executed by the chairman on November 18, 2011, and received in the Clerk to the Board's Office on November 21, 2011; and

B. Original DEP Agreement No. G0275, Amendment No. 2, as executed by the Chairman on November 3, 2011, based on the Board's November 5, 2009, approval of the agreement between the State of Florida Department of Environmental Protection (DEP) and the Escambia County Board of County Commissioners, DEP Agreement No. G0275, for the Bayou Chico/Jones Creek Stormwater Retrofit Project.

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**Attachments**

CR I-2



**ESCAMBIA  
COUNTY**

**INTER-OFFICE MEMORANDUM**

TO: Doris Harris, Deputy Clerk  
FROM: *SGW* Stephen G. West, Assistant County Attorney  
DATE: November 21, 2011  
RE: Surplus Property Sale – Lepley Road South  
(BCC 6/7/2007)

The closing concerning the above-referenced property has been completed. I am providing the attached documents to you as the custodian of records as follows:

1. Copy of the recorded deed recorded in OR Book 6788 at pages 493-494.
2. Original Settlement Statement.
3. Original Agreement for Sale and Purchase.
4. Original Satisfaction of Conditions Precedent to Closing.

Please feel free to contact me if you should have any questions.

SGW:bjs

Attachments

cc: Patty Sheldon, Financial Services (w/o attach)

2011 NOV 21 A 10: 22  
CLERK OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FL.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-21. Approval of Various Consent Agenda Items – Continued

7. Taking the following action concerning an Amendment to the Pensacola Civic Center Management Services Agreement with SMG:

1901

- A. Approving an Amendment to the Contract with SMG accepting the acquisition of SMG by American Capital and a change to Section 5.6, as follows:

“In the event of the expiration or termination of this Agreement, or any renewal thereof, at anytime prior to the full amortization of the Capital Contribution, the unamortized balance of the Capital Contribution shall be paid by the County to ~~the successor management company~~ SMG, unconditionally and without set-off, on the date of such termination or expiration.”

- B. Authorizing the County Administrator to sign a letter acknowledging the County's consent to the sale of SMG to American Capital and waiver of termination.

8. Taking the following action concerning the surplus and sale of real property located at 1580 Lepley Road:

1901

- A. Declaring surplus the Board's real property Account Number 030465000, Reference Number 23-1S-30-1201-001-040, acquired by quitclaim in 1983 from the Department of Transportation; a legal notice will be posted in the Pensacola News Journal for two weeks stating that the County will be accepting bids by sealed bid;
- B. Authorizing the sale of this property to the highest offer received from sealed bid above the minimum bid of \$15,000 for the western parcel and \$10,000 for the eastern parcel, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and
- C. Authorizing the Chairman to sign all documents related to the sale.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-25. Approval of Various Consent Agenda Items – Continued

14. Authorizing the County to piggyback off of the Houston Galveston Area Cooperative Contract Number HT 11-07, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, and awarding a Purchase Order to Santex Truck Center, LTD, in the amount of \$72,355, for the purchase of a freight van for the Fire Division (Funding: Fund 352, Local Option Sales Tax III, Cost Center 330228, Fire Services Capital Projects, Object Code 56401, Machinery and Equipment).
15. Awarding a Contract for PD 08-09.110, "Uniform Purchase Contract," to Azar's Uniforms and At Work Uniforms, in the annual amount of \$109,000 each; the term of this Contract is 12 months, with two options for 12-month extensions, for a maximum of 36 months (Funding: Fund 401, Solid Waste Fund, Object Code 55201, Cost Centers 220601, 220602, 220603, and 220604; Fund 408, Emergency Medical Services Fund, Object Code 55201, Cost Center 330302; and Fund 143, Fire Protection Fund, Object Code 55201, Cost Center 330206).
16. Awarding a one-year extension for Contract PD 07-08.116, for \$4,000,000 per year, effective October 1, 2009, to Cougar Oil, Inc., d/b/a Southern Energy, Inc., for gasoline and diesel fuel, under the same terms and conditions, for Fiscal Year 2009-2010 (Funding: Fund 501, Internal Service Fund, Cost Center 210407, Account 55201).

17. Taking the following action concerning the State of Florida Grant Agreement between the State of Florida Department of Environmental Protection and the Escambia County Board of County Commissioners, from the Florida Department of Environmental Protection (DEP) (Funding: Fund 110, Other Grants and Projects; new Cost Center; \$580,000 in-kind match):
  - A. Approving the State of Florida Grant Agreement, DEP Agreement No. G0275, from the Florida Department of Environmental Protection, in the amount of \$850,000, for the Bayou Chico/Jones Creek Stormwater Retrofit Project; and
  - B. Authorizing the Chairman to sign the Agreement and all subsequent Grant-related documents including no-cost extensions.



**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT AND COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

**AI-1837** **Clerk & Comptroller's Report** **Item #: 12. 3.**

**BCC Regular Meeting**

**Meeting Date:** 12/08/2011  
**Issue:** Minutes and Reports  
**From:** Doris Harris  
**Organization:** Clerk & Comptroller's Office

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**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 17, 2011;
- B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held November 17, 2011; and
- C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held November 10, 2011.

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**Attachments**

CR I-3

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION  
HELD NOVEMBER 17, 2011  
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:00 a.m. – 10:01 a.m.)

Present: Commissioner Wilson B. Robertson, Chairman, District 1  
Commissioner Gene M. Valentino, Vice Chairman, District 2  
Commissioner Marie K. Young, District 3  
Lisa N. Bernau, Chief Deputy Clerk, representing  
the Honorable Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller  
Charles R. "Randy" Oliver, County Administrator  
Alison Rogers, County Attorney  
Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services  
Shirley L. Gafford, Program Coordinator, County Administrator's Office  
Doris Harris, Deputy Clerk to the Board

Absent: Commissioner Kevin W. White, District 5  
Commissioner Grover C. Robinson, IV, District 4

1. FOR INFORMATION: The agenda package for the 5:30 p.m., November 17, 2011, Regular Board Meeting, was reviewed as follows:
  - A. County Administrator Oliver, County Attorney Rogers, and Shirley L. Gafford, Program Coordinator, County Administrator's Office, reviewed the agenda cover sheet, and County Attorney Rogers advised that Board Policy provides for rotation of the Chairman and Vice Chairman at the last Meeting in November each year; therefore, today, Commissioner Robertson and Commissioner Valentino will assume the duties of Chairman and Vice Chairman, respectively;
  - B. Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services, reviewed the Clerk's Report;
  - C. T. Lloyd Kerr, Director, Development Services Department, reviewed the Growth Management Report;
  - D. County Administrator Oliver, County Attorney Rogers, Shirley L. Gafford, Program Coordinator, County Administrator's Office, and David Musselwhite, Director, Information Technology Department, reviewed the County Administrator's Report, and the Honorable David Stafford, Supervisor of Elections, provided an explanation concerning the new Precinct Boundaries, Item III-3;
  - E. County Attorney Rogers reviewed the County Attorney's Report; and
  - F. Commissioner Valentino reviewed his add-on item.

AGENDA WORK SESSION: November 17, 2011

NAME

DEPARTMENT/AGENCY

1	Joseph Bellman	PUBLIC SAFETY
2	Mike Waters	PS
3	JOE SCALDONE	PS
4	Jennifer Ford	Chamber
5	Michael Nault	SOB
6	[Signature]	Citizen
7	Cam Johnson	PIO
8	Brandi Ziska	PIO
9	Elena Purdy	PIO
10	Larry Hake	BESO
11	DMade	IT
12	Greg Snell	HA
13	Pat Dwyer	DWH
14	Mes Moreno	PIW
15	Carrie Stevenson	Extension
16	Illeana Braggall	BCC D1
17	Keith Wilkins	C & E
18	Amy Joroy	MBS
19	Kon & Lu Barber	Citizen
20	Susan Hendry	CAO
21	Louy Hordle	PIW
22	GEORGIE HAWTHORNE	DPA
23	Dyane Dupon	Legal
24	Thony Wilkerson	NEFE
25	Ken Gordon	ECAI
26	Jay [Signature]	Admin
27	DAVID STARKOWS	SOLE
28	Dee [Signature]	CAO
29	Candice [Signature]	Dural
30	Shannel Taylor	M + B

NAME

DEPARTMENT/AGENCY

1	Jay Blackmon	PW
2	<del>OP awo</del>	<del>Facilities Mgt</del>
3	Sub Dennis	MBS/Purchasing
4	Cheryl D. Waters	Solid Waste
5	Bucky Aylton	BCC D4
6	<del>Dave</del>	<del>BCC-2</del>
7	LLOYD KERR	BSA
8	<del>Norden &amp; Julie</del>	<del>Public</del>
9	Chris Westbrock	ECAT
10	Carla Jones	Community Affairs
11	<del>Dave</del>	ECSC
12	Dana Stillwork	Comm Affairs
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NAME

DEPARTMENT/AGENCY

1	<i>Lisa Bernau</i>	<i>Clerk + Comptroller</i>
2	<i>Patty Sheldon</i>	<i>Clerk &amp; Comptroller Finance</i>
3	<i>Doris Harris</i>	<i>Clerk to the Board</i>
4	RANDY OLIVER	COUNTY ADM.N.
5	<i>Shirley J. Tafford</i>	CAO
6	<i>Wilson Robertson</i>	BCC
7	<i>Gene M. Valentin</i>	BCC
8	<i>Maria Young</i>	BCC
9	<i>[Signature]</i>	City City
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REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE  
BOARD OF COUNTY COMMISSIONERS  
HELD NOVEMBER 10, 2011  
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:02 a.m. – 12:03 p.m.)

Present: Commissioner Kevin W. White, Chairman, District 5  
Commissioner Wilson B. Robertson, Vice Chairman, District 1  
Commissioner Grover C. Robinson IV, District 4  
Commissioner Gene M. Valentino, District 2  
Commissioner Marie K. Young, District 3  
Charles R. "Randy" Oliver, County Administrator  
Alison Rogers, County Attorney  
Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services  
Shirley L. Gafford, Program Coordinator, County Administrator's Office  
Doris Harris, Deputy Clerk to the Board

AGENDA NUMBER

1. Call To Order

Chairman White called the Committee of the Whole (C/W) to order at 9:02 a.m.

2. Was the Meeting Properly Advertised?

The C/W was advised by Doris Harris, Deputy Clerk to the Board, that the Meeting was advertised in the Pensacola News Journal on November 5, 2011, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule November 7-November 11, 2011, Legal No. 1543739.*

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Update on Status of Environmental Impact Study for Four Lane Section on Perdido Key Drive/State Road 292

A. Discussion – The CW viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled, *Update on Status of Environmental Impact Study for Four Lane Section on Perdido Key Drive/State Road 292*, presented by Rosemary Woods, Atkins (*North America, Inc., f/k/a PBS&J*), and was advised by Jeffrey Helms, Atkins, that he recommends that the Board allow the process to continue and wait until FHWA (*Federal Highway Administration*) renders a decision regarding the Biological Assessment, regarding which Atkins will provide an update to the Board; and

B. Board Direction – None.

4. Tourist Development Funding

A. Discussion – The CW discussed Tourist Development Funding, and the CW:

(1) Heard the request from Nash Patel that the Board consider approving the following three-part proposal submitted by the Northwest Florida Chapter of the Florida Restaurant and Lodging Association (FRLA) and the Escambia County Chapter of the Asian American Hotel Owners Association (AAHOA):

(a) The BCC (*Board of County Commissioners*) move Escambia County CVB (*Pensacola Convention and Visitors Bureau*) governance from the Chamber of Commerce to a not-for-profit governance board comprised of TDT (*Tourist Development Tax*) collectors, elected by TDT collectors and representing all parts of the county (commonly referred to as a Destination Marketing Organization [DMO]);

(b) The TDC (*Tourist Development Council*) contract with this not-for-profit board to govern the CVB and implement the CVB marketing and promotion plan; this not-for-profit board is accountable to the TDC and the BCC, which have the ultimate approval of its annual marketing and promotion plan same as the Chamber is today; and

(Continued on Page 3)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

4. Continued...

A. Continued...

(1) Continued...

(c) The BCC require enhanced accountability for the disbursement of all four cents of the TDT to ensure that it maximizes marketing to out of town visitors producing increased numbers of overnight stays; this should include standardized reporting to the TDC for all funds it allocates documenting how the funds were used, and how many overnight stays it produced;

(2) Upon inquiry from Commissioner Robinson, was advised by County Administrator Oliver that he received a quote from C.H. Johnson (*C.H. Johnson Consulting, Inc.*), in the amount of \$15,000, to conduct a study, to be completed within three months, which would identify various structures that could be applied to the proposed governance board, regarding which C.H. Johnson would work with a group of various stakeholders (i.e., the various Chambers, hoteliers, etc.) solely for the benefit of putting together the advantages and disadvantages of such a structure/board;

(3) Heard the request from Mr. Patel that the proposal brought forward by the FRLA and the AAHOA be made available to the entity conducting the study and that the study be completed by January or February (2012), due to the approach of "the next season";

(4) Heard a motion from Commissioner Robinson to move forward with the study as indicated by the County Administrator to be brought forward to the February CW Workshop (*the motion was seconded by Commissioner Young; however, Commissioner Robinson withdrew his motion*);

(5) Was advised by Commissioner Robertson that his opinion is that a study conducted by an entity outside Escambia County is not necessary, and heard his suggestion that the Board allow the local "industry group," along with all stakeholders, to reach a consensus which the Board can vote on;

(Continued on Page 4)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

4. Continued...

A. Continued...

- (6) Heard a substitute motion from Commissioner Valentino to request that "we ask this body to report through the TDC and back to the County Commission and that they gather all the interest groups of the community, that I was stating earlier, to get consensus as what their request is, and that they would all have to address items 1, 2, and 3, clearly, on Pages 2 and 3 of the November 8 Florida Restaurant and Lodging Association letter to Mr. McKinnon, and that consensus amongst all the interested parties come back to the TDC and then to the County Commission for final approval" (*the motion was seconded by Commissioner Robertson; however, Commissioner Valentino withdrew his "second" [substitute motion]*);
- (7) Was advised by Mr. Patel that the Florida Association of CVBs (*Convention and Visitors Bureaus*) is willing to conduct a study, within 30 days, at no cost to the County; and
- (8) Agreed to address "turning over the 4th Cent" after the Board makes a decision regarding the proposal presented by the FRLA and the AAHOA; and

B. Board Direction – The C/W recommends that the Board allow the Florida Association of Convention and Visitors Bureaus (FACVB) to conduct a study (*at no cost to the County*) and come back to the Board within 30 days with all the options, with the advantages and disadvantages of each option, with all tourism stakeholders to be included, and the County Administrator's guidelines to be considered, relative to Tourist Development.

**Recommended 5-0**

Speaker(s):

Ray Green	Jim Hizer
Rob Babcock	Dorothy ( <i>Dottie</i> ) Dubuisson
Julian MacQueen	Jay Patel
George Hawthorne	
Alison Davenport	

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

5. Code Enforcement Officer Safety Issues (Guns)

- A. Discussion – The C/W discussed Code Enforcement Officer Safety Issues (Guns), and the C/W:
- (1) Heard the request from Commissioner Valentino that the Board direct the County Administrator and the County Attorney to further research possible options concerning Code Enforcement Officers carrying firearms and report to the Board by January 2012;
  - (2) Was advised by Commissioner Robinson that he does not support Code Enforcement Officer carrying firearms; and
  - (3) Was advised by Chief Deputy Larry Aiken, Escambia County Sheriff's Office, that, because of the liability involved, the Sheriff is not willing to deputize the County's Code Enforcement Officers; however, the Sheriff is willing to discuss other options; and
- B. Board Direction – The C/W recommends that the Board authorize the County Administrator to meet with representatives of the Sheriff's Office to discuss possible options, for discussion at the December 15, 2011, C/W Workshop, relative to Code Enforcement Officer Safety Issues (Guns).

**Recommended 5-0**

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

ITEMS ADDED TO THE AGENDA – COMMISSIONER KEVIN W. WHITE

1. Gulf Islands National Seashore Draft General Management Plan

A. Discussion – The C/W discussed a PowerPoint Presentation, which was also provided in hard copy, entitled, *Gulf Islands National Seashore Draft General Management Plan*, and heard the request from Robert Turpin, Marine Resources Division, Community & Environment Department, for Board direction concerning authorizing staff to submit supporting comments to the Gulf Islands National Seashore Draft General Management Plan as it relates to the following:

- (1) Restoring the Gulf Islands National Seashore infrastructure to "Pre-Hurricane Ivan" conditions;
- (2) Managing the Gulf Islands National Seashore as an outdoor classroom;
- (3) Expanding partnerships and research;
- (4) Managing cultural resources;
- (5) Enhancing snorkeling and SCUBA diving;
- (6) Enhancing natural resource management to provide maximum public access; and
- (7) Restricting public access as a last resort only when all other strategies have proven ineffective; and

B. Board Direction – The C/W recommends that the Board support staff's recommendations in the report back to the Department of the Interior and the National Park Service, as outlined in the "Gulf Islands National Seashore Draft General Management Plan" PowerPoint Presentation.

**Recommended 5-0**

AGENDA NUMBER – Continued

6. Adjourn

Chairman White declared the C/W Workshop adjourned at 12:03 p.m.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1615** **Growth Management Report** **Item #: 12. 1.**  
**BCC Regular Meeting** **Public Hearing**  
**Meeting Date:** 12/08/2011  
**Issue:** 5:45 p.m. - A Public Hearing - CIP Annual Update  
**From:** Allyson Cain  
**Organization:** Development Services

---

**RECOMMENDATION:**

5:45 p.m. - A Public Hearing Concerning the Review of the Annual Update

That the Board review and approve the proposed Comprehensive Plan Amendment, Capital Improvements Plan herein, amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan 2030.

**BACKGROUND:**

The Capital Improvement Element (CIE) contains the Capital Improvement Program (CIP) Schedule, which provides a five-year schedule for the expenditure of funds to acquire or construct capital improvements needed to maintain the adopted levels of service.

At the November 7, 2011, Planning Board Meeting, the Board recommended approval and forwarded the CIP to the BCC with no changes.

**BUDGETARY IMPACT:**

The updated CIP Schedule will allow the County to continue adopting Future Land Use map changes, both large and small scale, once the EAR Based Amendments are complete. This will meet our statutory obligation to provide an annually updated Schedule to our CIE.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

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

**PERSONNEL:**

No additional personnel are required for implementation of this Ordinance.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The CIE will be reviewed annually per Florida Statute Chapter 163.

**IMPLEMENTATION/COORDINATION:**

Upon adoption by the Board of County Commissioners, the ordinance will be forwarded to the Municipal Code Corporation to codify the ordinance in the Official Comprehensive Plan of Escambia County.

The proposed amendments were prepared by the Development Services Department in cooperation with the County Attorney's Office, Public Works Department, Office of Management and Budget, Solid Waste Division, Parks and Recreation Division, Escambia County Area Transit and interested citizens. The Development Services Department will ensure proper advertisement.

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### **Attachments**

Legal Review and Ordinance

CIP 2012

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Capital Improvements Program Annual Update

Date: 10/03/2011

Date requested back by: 10/12/2011

Requested by: Juan C. Lemos, Urban Planner

Phone Number: 595-3567



(LEGAL USE ONLY)

Legal Review by *[Signature]*

Date Received: 10/04/11

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:

*Revised and transmitted by email dated Oct. 6, 2011*

ORDINANCE NUMBER 2011-\_\_\_\_

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 15, "THE CAPITAL IMPROVEMENTS ELEMENT"; UPDATING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS; INCORPORATING BY REFERENCE THE FISCAL YEARS 2012-2016 TRANSPORTATION IMPROVEMENT PROGRAM ADOPTED BY THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION AND THE ESCAMBIA COUNTY SCHOOL DISTRICT 2011-2012 WORK PLAN FOR THE FIVE-YEAR DISTRICT FACILITIES WORK PROGRAM ADOPTED BY THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on January 20, 2011; and

**WHEREAS**, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend, and enforce comprehensive plans for the development of the County; and

**WHEREAS**, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners, which conducted a public hearing, reviewed and approved the changes to the Comprehensive Plan and authorized the transmittal of the proposed changes to the Florida Department of Economic Opportunity for review and comment prior to considering the changes (amendments) for adoption; and

**WHEREAS**, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

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

**Section 1. Purpose and Intent**

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

1 **Section 2. Title of Comprehensive Plan Amendment**

2  
3 This Comprehensive Plan Amendment shall be entitled – "Annual 2011 Capital  
4 Improvements Program Update."  
5

6 **Section 3. Changes to the Escambia County Comprehensive Plan**

7  
8 Part II of the Escambia County Code of Ordinances, the Escambia County  
9 Comprehensive Plan; 2030, as amended, is further amended as set forth on the  
10 following pages, which includes changes to the following chapter:

11  
12 Chapter 15, Capital Improvements Element.  
13

14 **Section 4. Capital Improvements Element**

15  
16 The County incorporates by reference the five-year schedule of Capital Improvements  
17 attached to the Ordinance as Exhibit A.  
18

19 The County incorporates by reference the Fiscal Years 2012 - 2016 Transportation  
20 Improvement Program adopted by the Florida-Alabama Transportation Planning  
21 Organization in Resolution FL-AL 11-08, dated June 8, 2011.  
22

23 The County incorporates by reference the Escambia County School District 2011-2012  
24 Work Plan for the 5-Year District Facilities Work Program adopted by The School Board  
25 of Escambia County on September 15, 2011.  
26

27 **Section 5. Severability**

28  
29 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or  
30 unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect  
31 the validity of the remaining portions of this Ordinance.  
32

33 **Section 6. Inclusion in the Code**

34  
35 It is the intention of the Board of County Commissioners that the provisions of this  
36 Ordinance shall be codified as required by Section 125.68, Florida Statutes; and that  
37 the sections, subsections and other provisions of this Ordinance may be renumbered or  
38 relettered and the word "ordinance" may be changed to "section," "article," or such other  
39 appropriate word or phrase in order to accomplish such intentions.  
40

41 **Section 7. Effective Date**

42  
43 Pursuant to Section 163.3184(3)(c)4, Florida Statutes, this Ordinance shall not become  
44 effective until 31 days after the Department of Economic Opportunity notifies the County

1 that the plan amendment package is complete. If timely challenged, this Ordinance  
2 shall not become effective until the Department of Economic Opportunity or the  
3 Administration Commission enters a final order determining the Ordinance to be in  
4 compliance.

5  
6 **DONE AND ENACTED** by the Board of County Commissioners of Escambia  
7 County, Florida this 8 day of December, 2011.

8  
9 BOARD OF COUNTY COMMISSIONERS  
10 ESCAMBIA COUNTY, FLORIDA

11  
12 By: \_\_\_\_\_  
13 Wilson B. Robertson, Chairman

14 ATTEST: ERNIE LEE MAGAHA  
15 CLERK OF THE CIRCUIT COURT

16  
17  
18 By: \_\_\_\_\_  
19 Deputy Clerk

20  
21 (SEAL)

22  
23 ENACTED:

24 FILED WITH THE DEPARTMENT OF STATE:

25  
26 EFFECTIVE DATE:  
27  
28  
29  
30  
31

ORDINANCE NUMBER 2011-\_\_\_\_

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 15, "THE CAPITAL IMPROVEMENTS ELEMENT"; UPDATING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS; INCORPORATING BY REFERENCE THE FISCAL YEARS 2012-2016 TRANSPORTATION IMPROVEMENT PROGRAM ADOPTED BY THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION AND THE ESCAMBIA COUNTY SCHOOL DISTRICT 2011-2012 WORK PLAN FOR THE FIVE-YEAR DISTRICT FACILITIES WORK PROGRAM ADOPTED BY THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on January 20, 2011; and

**WHEREAS**, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend, and enforce comprehensive plans for the development of the County; and

**WHEREAS**, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners, which conducted a public hearing, reviewed and approved the changes to the Comprehensive Plan and authorized the transmittal of the proposed changes to the Florida Department of Economic Opportunity for review and comment prior to considering the changes (amendments) for adoption; and

**WHEREAS**, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

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

**Section 1. Purpose and Intent**

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

## **Section 2. Title of Comprehensive Plan Amendment**

This Comprehensive Plan Amendment shall be entitled – "Annual 2011 Capital Improvements Program Update."

## **Section 3. Changes to the Escambia County Comprehensive Plan**

Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan; 2030, as amended, is further amended as set forth on the following pages, which includes changes to the following chapter:

Chapter 15, Capital Improvements Element.

## **Section 4. Capital Improvements Element**

The County incorporates by reference the five-year schedule of Capital Improvements attached to the Ordinance as Exhibit A.

The County incorporates by reference the Fiscal Years 2012 - 2016 Transportation Improvement Program adopted by the Florida-Alabama Transportation Planning Organization in Resolution FL-AL 11-08, dated June 8, 2011.

The County incorporates by reference the Escambia County School District 2011-2012 Work Plan for the 5-Year District Facilities Work Program adopted by The School Board of Escambia County on September 15, 2011.

## **Section 5. Severability**

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

## **Section 6. Inclusion in the Code**

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

## **Section 7. Effective Date**

Pursuant to Section 163.3184(3)(c)4, Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies the County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the

Administration Commission enters a final order determining the Ordinance to be in compliance.

**DONE AND ENACTED** by the Board of County Commissioners of Escambia County, Florida this \_\_\_\_ day of \_\_\_\_\_, 2011.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

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

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:



# Capital Improvement Program

FY 2011 – 2015



*FY 2012-2016 CIE Annual Update*

*CIP Schedule*

**CIP 2012-2016 PROJECTS**

Engineering - Transportation												
Proj #	Project Name	Location	Funding Source	Current FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Total Project Cost	Code	Comp Plan Objectives	Notes
1	Beulah Road Improvements		LOST III	\$500,000					\$500,000	G	Ch. 8 MOB 1.1, 1.3	Funds to Support Future Interchange at I-10 and Beulah Rd.
2	Bridge Renovations				\$3,016,666	\$1,516,666	\$1,263,170	\$1,270,162	\$7,066,664		Ch. 8 MOB 1.1, 1.3	
3	Burgess Road Sidewalks		LOST III					\$350,000	\$350,000		Ch. 8 MOB 1.1, 1.3	
4	Blue Angel Parkway Improvements	Sorrento to US98		\$1,000,000					\$2,300,000	G	Ch. 8 MOB 1.1, 1.3	Design will be complete and will evaluate Bonding (TIF) Feasibility in 2012. Will depend on Local Revenues
			FDOT	1,300,000							Ch. 8 MOB 1.1, 1.3	
5	Burgess Extension Design	Burgess/Creighton extension from Hilburn Dr to US 29	Local/ FDOT TRIP	\$1,100,000.00					\$1,100,000	G	Ch. 8 MOB 1.1.8, 1.3	TPO Transportation Improvement Program Priority #8, pg 15. PD&E complete in 2012, Design complete in 2013.
6	Burgess Extension Construction	Burgess/Creighton extension from Hilburn Dr to US 29	Local/ FDOT TRIP				\$1,000,000	\$1,000,000	\$28,450,000	G	Ch. 8 MOB 1.1.8, 1.3	TPO Transportation Improvement Program Priority #8, pg 15. Will evaluate State and Federal programs 2011.
7	Dirt Rd Paving	Countywide	LOST III	\$1,075,432	\$2,100,000	\$2,300,000	\$2,500,000	\$2,500,000	\$10,475,432	R	Ch. 8 MOB 1.1, 1.3	Revolving Maintenance Program to prevent sediment run-off and reduce road repair.
8	E Street	Leonard to Cervantes	LOST III					\$3,000,000	\$3,000,000		Ch. 8 MOB 1.1, 1.3	
9	East West Longleaf Dr		LOST III	\$1,067,668			\$8,000,000	\$8,190,000	\$17,257,668			
10	Gulf Beach Hwy (SR292) Corridor Improvements	Navy Blvd to Sorrento	TPO	\$4,436,690					\$4,436,690	G	Ch. 8 MOB 1.1, 1.3	TIP pg 2-2. Projects from CMP to be implemented beginning in 2012.
11	Highway 297A widening		LOST III					\$3,000,000	\$3,000,000		Ch. 8 MOB 1.1, 1.3	
12	Highway 97 Widening		LOST III	\$1,924,568					\$1,924,568	G	Ch. 8 MOB 1.1.8, 1.3	Phase 2 underway
13	ITS Application		TPO	\$2,800,000	\$2,800,000	\$2,800,000	\$2,037,000	\$678,000	\$10,437,000	G	Ch. 8 MOB 1.1, 1.3	TPO TIP pg 15, see Appendix 'F' to Identify Priorities
14	Live Oak / Sunset Sidewalks		LOST III/ FDOT		\$300,000				\$300,000	G	Ch. 8 MOB 1.1, 1.3	Bridge Replacement FDOT Work Program
15	Nine Mile Rd Improvements	Pine Forest to Hwy 29	LOST III	\$1,000,000					\$1,000,000	DG	Ch. 8 MOB 1.1, 1.3	PD&E update in 2012. Design by FDOT in 2012.
			FDOT	\$650,000			\$2,445,465	\$10,300,000	\$14,395,465		Ch. 8 MOB 1.1, 1.3	FDOT Work Program & TPO Cost Feasible Plan ROW & CST
16	Olive Rd		LOST/ FDOT	\$2,630,449	\$5,900,000				\$8,530,449	G	Ch. 8 MOB 1.1, 1.3	Transferred to county in 2011. Design to be completed in 2012.
17	Perdido Key Design	AL state line to ICWW Bridge	FDOT			\$2,732,000			\$2,732,000	DG	Ch. 8 MOB 1.1, 1.3	FDOT Work Program Design Funds pushed due to a Federal Required EIS
18	Perdido Key Drive ROW	Perdido Key Dr between AL and the south end of the ICWW Bridge	TIF/ FDOT					\$15,000,000	\$15,000,000	DG	Ch. 8 MOB 1.1, 1.3	Design will be complete and will evaluate Bonding (TIF) Feasibility in 2012-13. Will depend on Local Revenues, results of EIS
19	Sorrento Rd Improvements	ICWW Bridge to Blue Angel Pkwy	LOST III	\$2,750,000			\$20,000,000	\$40,300,000		DG	Ch. 8 MOB 1.1, 1.3	FDOT Work Program, pg 16. PD&E 90% Complete, 30% Design Active
			FDOT	\$2,750,000							Ch. 8 MOB 1.1, 1.3	
20	Pinestead / Longleaf Design & Construction		LOST III	\$1,067,668			\$8,000,000	\$8,190,000	\$9,886,668	G	Ch. 8 MOB 1.1.8, 1.3	TPO TIP pg 16
			FDOT	\$819,000							Ch. 8 MOB 1.1, 1.3	
21	Resurfacing	Countywide	LOST III	\$1,700,000	\$1,228,674	\$3,452,804	\$1,750,000	\$1,732,689	\$9,864,167	R	Ch. 8 MOB 1.1, 1.3	Annual Program
22	Sidewalks Design / Construction		LOST III	\$300,000	\$500,000	\$500,000	\$500,000	\$5,000,000		G	Ch. 8 MOB 1.1, 1.3	County Wide Safe Walk to School support program.
23	Sidewalks District 1		LOST III	\$400,000	\$100,000	\$100,000	\$100,000	\$1,000,000		G	Ch. 8 MOB 1.1, 1.3	Commissioner Request for Residential areas and School areas
24	Traffic Calming	Countywide	LOST III					\$200,000	\$200,000	G	Ch. 8 MOB 1.1, 1.3	County Wide Program for identified Neighborhood Traffic areas.
25	W Roberts Rd Widening		LOST III		\$250,000				\$250,000	R	Ch. 8 MOB 1.1, 1.3	Improvements to support new traffic patterns.
26	Kingsfield Extension	Kingsfield, Well Line or Quintette Rd	LOST III		\$5,520,000				\$5,520,000	G	Ch. 8 MOB 1.1, 1.3	Improvements to support new traffic patterns and increased use by freight.
27	Congestion Improvements	Countywide	LOST III			\$1,808,532	\$737,000	\$1,018,000	\$3,563,532	G	Ch. 8 MOB 1.1, 1.3	County wide program to implement transportation system management improvements
28	Ninth Ave / Langley Ave / Tippin Intersection Improvements		TPO					\$2,074,968		R	Ch. 8 MOB 1.1.8, 1.3	PD&E to determine alternate routes and identify stakeholders. TPO Cost Feasible Plan

Drainage												
Proj #	Project Name	Location	Funding Source	Current FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Total Project Cost	Code	Comp Plan Objectives	Notes
1	Avery Street Drainage	352 Avery Street Drainage	LOST III	0	0	0	1,000,000	0			COA 1.1.5 INF 3.1.9	
2	Beach Haven	352 Beach Haven	LOST III	0	0	0	1,700,000	0			COA 1.1.5 INF 3.1.9	
3	Coral Creek Subdivision Drainage	352 Coral Creek Subdivision Drainage	LOST III	0	0	785,000	0	0			COA 1.1.5 INF 3.1.9	
4	Cove Avenue/Barmel Drainage	352 Cove Avenue/Barmel Drainage	LOST III	0	0	1,328,000	0	0			COA 1.1.5 INF 3.1.9	
5	Crescent Lake	352 Crescent Lake	LOST III	0	0	0	0	4,000,000			COA 1.1.5 INF 3.1.9	
6	Drainage Basin Studies	352 Drainage Basin Studies	LOST III	0	450,000	0	0	0			COA 1.1.5 INF 3.1.9	
7	Eleven Mile Creek Restoration	352 Eleven Mile Creek Restoration	LOST III	0	0	0	1,000,000	0			COA 1.1.5 INF 3.1.9	
8	Englewood Drainage/Neighborhood Improvements	352 Englewood Drainage/Neighborhood Improvements	LOST III	0	0	0	1,000,000	0			COA 1.1.5 INF 3.1.9	
9	Ensley Phase II-IV	352 Ensley Phase II-IV	LOST III	5,200,000	0	0	0	0			COA 1.1.5 INF 3.1.9	
10	Fairchild Drainage Project	352 Fairchild Drainage Project	LOST III	0	0	0	100,000	600,000			COA 1.1.5 INF 3.1.9	
11	Ferry Pass Zone 4 & 5	352 Ferry Pass Zone 4 & 5	LOST III	0	0	0	120,000	0			COA 1.1.5 INF 3.1.9	
12	Ferry Pass, Zone 2 Drainage Project	352 Ferry Pass, Zone 2 Drainage Project	LOST III	0	0	0	180,000	0			COA 1.1.5 INF 3.1.9	
13	Gulf Beach Highway	352 Gulf Beach Highway	LOST III	732,332	0	6,000,000	0	0			COA 1.1.5 INF 3.1.9	
14	Jackson Street, Elysian Drainage Improvements	352 Jackson Street, Elysian Drainage Improvements	LOST III	0	0	1,500,000	0	0			COA 1.1.5 INF 3.1.9	
15	L Street Pond Expansion	352 L Street Pond Expansion	LOST III	0	0	600,000	0	0			COA 1.1.5 INF 3.1.9	
16	Muscogee Road Phase 1-5	352 Muscogee Road Phase 1-5	LOST III	1,700,000	0	0	0	0			COA 1.1.5 INF 3.1.9	
17	Myrtle Grove Jackson	352 Myrtle Grove Jackson	LOST III	3,250,000	0	0	0	1,350,000			COA 1.1.5 INF 3.1.9	
Parks & Rec												
Proj #	Project Name	Location	Funding Source	Current FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Total Project Cost	Code	Comp Plan Objectives	Notes
1	352 Bayou Grande Park Development & Maintenance	352 Bayou Grande Park Development & Maintenance	LOST III	0	0	300,000	1,700,000	0			CHAPTER 13 GOAL REC 1	
2	352 Land Acquisition		LOST III	200,000	200,000	200,000	200,000	200,000			CHAPTER 13 GOAL REC 1	
3	352 McDavid Community Center	352 McDavid Community Center	LOST III	0	0	0	0	0			CHAPTER 13 GOAL REC 1	
4	352 Park Development		LOST III	1,009,719	1,110,702	1,510,702	1,110,702	1,110,702			CHAPTER 13 GOAL REC 1	
5	352 Park Maintenance Equipment		LOST III	68,182	68,182	68,182	68,182	68,182			CHAPTER 13 GOAL REC 1	
6	352 Park Mowing	352 Park Mowing	LOST III	0	0	0	0	0			CHAPTER 13 GOAL REC 1	
7	352 Equestrian Center Sound System Improvement	352 Equestrian Center Sound System Improvement	LOST III	0	0	0	0	0			CHAPTER 13 GOAL REC 1	

Solid Waste												
Proj #	Project Name	Location	Funding Source	Current FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Total Project Cost	Code	Comp Plan Objectives	Notes
1	401 Landfill Gas Expansion Section 4	Landfill	Solid Waste Fund	400,000	0	0	0	0				
2	401 Landfill Gas Migration Array Construction	Landfill	Solid Waste Fund	230,000	0	0	0	0			OBJ INF 2.1	
3	401 Landfill Mining - Section 5	Landfill	Solid Waste Fund	0	200,000	8,831,000	200,000	5,921,000			OBJ INF 2.1	
4	401 West Haul Road Paving - Section 4		Solid Waste Fund	400,000	0	0	0	0			OBJ INF 2.1	
5	401 Leachate Pipeline to International Paper		Solid Waste Fund	200,000	1,100,000	0	0	0			OBJ INF 2.1	
<b>Mass Transit - ECAT</b>												
1	Bus replacements	1515 W Fairfield Dr.	FTA Grant				\$ 1,700,000.00	\$ 1,750,000.00	\$3,450,000.00	G	MOB 2.1.1	
2	Trolley replacements	1515 W Fairfield Dr.	FTA Grant				\$ 1,200,000.00	\$1,200,000.00		G	MOB 2.1.1	

*FY 2012-2016*

*CIE Annual Update*

*CIP Schedule (Strikethrough version)*

**Capital Improvement Programs  
FY 2011 - FY 2015 Schedule  
Table 14-1**

Proj #	Project Name	Location	Funding Source	Current FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Total Project Cost	Code	Comp Plan Objectives	Notes
<b>Recreation / Open Space</b>												
1	Bayou Grande Park Development & Maintenance	SW Escambia County - Gulf Beach Hwy	LOST III				\$ 300,000.00	\$ 1,700,000.00	\$2,000,000	G	12.A.4	
08PR0025	Brosnaham Soccer Center Development	10370 Ashton Brosnaham Dr.	LOST III	\$ 90,909.00	\$ 90,909.00	\$ 90,909.00	\$ 90,909.00	\$ 90,909.00	\$454,545	G	12.A.4	
08PR0034	Equestrian center	Beulah - 7750 Mobile Hwy	LOST III	\$ 90,909.00	\$ 90,909.00	\$ 90,909.00	\$ 90,909.00	\$ 90,909.00	\$454,545	G	12.A.4	
4	Acquisition - additional acreage to expand park facilities	Countywide	LOST III	\$ 48,345.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$848,345	G	12.A.4.10	
5	McDavid Community Park		LOST III		\$ 150,000.00				\$150,000	G	12.A.4	
6	Park Maintenance Equipment	Countywide	LOST III	\$ 68,182.00	\$ 68,182.00	\$ 68,182.00	\$ 68,182.00	\$ 68,182.00	\$340,910	G		
08PR0058	Park development - to address deficiencies, replacement, repair, fencing, landscaping etc.	Countywide	LOST III	\$ 1,110,702.00	\$ 1,110,702.00	\$ 1,110,702.00	\$ 1,110,702.00	\$ 1,110,702.00	\$5,553,510	DR	12.A.4	
<b>Solid Waste</b>												
1	Land Purchase - Recovered Materials Processing Facility	Countywide	SW Fund						\$0			
2	Recovered Materials Processing Facility - Design	Countywide	SW Fund						\$0			
3	Recovered Materials Processing Facility - Construction	Countywide	SW Fund						\$0			
4	3-C Side Slope Drainage		SW Fund						\$0			
5	Cell Design	Pensacola	SW Fund						\$0	G	10.B.3.1	
6	Cell Construction	Pensacola	SW Fund						\$0			
7	Cell Design	Section 5 - Phase 1	SW Fund						\$0			

R = replacement of new or existing facility D = deficiency correction G = meeting growth demands

**Capital Improvement Programs  
FY 2011 - FY 2015 Schedule  
Table 14-1**

Proj #	Project Name	Location	Funding Source	Current FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Total Project Cost	Code	Comp Plan Objectives	Notes
8	Cell Construction	Section 5 - Phase 1	SW Fund						\$0	G	10.B.3.3	
9	Cell Design	Section 5 - Phase 2	SW Fund		\$ 250,000.00				\$250,000	G	10.B.3.4	
10	Cell Construction	Section 5 - Phase 2	SW Fund			\$ 2,500,000.00			\$2,500,000	G	10.B.3.5	
11	Citizens' Convenience Center	Transfer Station	SW Fund	\$ 130,000.00					\$130,000	G		
12	Landfill Gas Collection & Control System Expansion	Pensacola	SW Fund		\$ 300,000.00		\$ 250,000.00		\$550,000	G		
13	Replacement of Recovered Materials Processing Facility Retaining Wall	Pensacola	SW Fund	\$ 250,000.00					\$250,000	G	10.B.3.1	
14	Saufley C&DD Landfill Restoration	Pensacola	SW Fund	\$ 3,290,000.00	\$ 2,310,000.00				\$5,600,000			
15	Landfill Mining	Section 5 - Phase 2	SW Fund	\$ 1,200,000.00	\$ 1,250,000.00	\$ 6,450,000.00	\$ 2,050,000.00	\$ 6,450,000.00	\$17,400,000	G	10.B.3.1	
<b>Engineering - Drainage</b>												
1	Avery Street Drainage	Avery Street	LOST III					\$ 1,000,000.00	\$1,000,000			
2	Bartow Avenue	Bartow Avenue	LOST III						\$0			
3	Beach Haven		LOST III					\$ 1,700,000.00	\$1,700,000			
4	Chandler		LOST III						\$0			
08EN0301	Coral Creek Subdivision Drainage		LOST III				\$ 785,000.00		\$785,000	DG	10.C.1.2 10.C.1.6	
6	Cove Avenue/Barmel Drainage		LOST III				\$ 1,328,000.00		\$1,328,000	DG	10.C.1.2 10.C.1.6	
7	Drainage Basin Studies		LOST III			\$ 450,000.00			\$450,000	DG	10.C.1.2 10.C.1.6	
8	Eleven Mile Creek Restoration							\$ 1,000,000.00	\$1,000,000			
ENG1308	Elsa Area Drainage		LOST III	\$ 500,000.00					\$500,000	DG	10.C.1.2 10.C.1.6	
10	Englewood Drainage Neighborhood Improvements		LOST III					\$ 1,000,000.00	\$1,000,000			

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**Capital Improvement Programs  
FY 2011 - FY 2015 Schedule  
Table 14-1**

Proj #	Project Name	Location	Funding Source	Current FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Total Project Cost	Code	Comp Plan Objectives	Notes
11	Ensley Ave Drainage Improvements Phase II-V	Detroit and Johnson from Palafox to 500' past Chemstrand	LOST III	\$ 8,231,655.00					\$8,231,655	D	10.C.1.2 10.C.1.6	
12	Fairchild Drainage Project		LOST III					\$ 100,000.00	\$100,000			
ENG217	Ferry Pass Zones 4-5	Tippin, Kinney, Deloach, Raines, Nobles Streets	LOST III	\$ 880,000.00				\$ 120,000.00	\$1,000,000	R	10.C.1.2 10.C.1.6	
ENG214	Ferry Pass Zone 2- Drainage Projecy	Johnson Ave from Lawton, Carl Dean, Kipling and Caminetti	LOST III	\$ 500,000.00				\$ 180,000.00	\$680,000	R	10.C.1.2 10.C.1.6	
ENG1512	Flaxman & 61st St		LOST III	\$ 500,000.00					\$500,000	R	10.C.1.2 10.C.1.6	
16	Gulf Beach Highway		LOST III				\$ 6,000,000.00		\$6,000,000	DG	10.C.1.2 10.C.1.6	
17	Jackson Street (Ellysen Drainage Improvements)		LOST III				\$ 1,500,000.00		\$1,500,000	DG	10.C.1.2 10.C.1.6	
18	Jordan & P Street	Jordan & P Street	LOST III						\$0			
19	Lake Charlene Drainage Improvements Phase II	Lake Charlene Subdivision	LOST III	\$ 1,000,000.00					\$1,000,000	R	10.C.1.2 10.C.1.6	
ENG949	LiFair Estates Subd		LOST III	\$ 1,000,000.00					\$1,000,000	DG	10.C.1.2 10.C.1.6	
ENG1293	Muscogee Rd Drainage Improvements Phase 1-5	Muscogee Rd from Hwy 97 to Nowak in Pensacola	LOST III	\$ 2,000,000.00	\$ 1,700,000.00				\$3,700,000	G	10.C.1.2 10.C.1.6	
22	Myrtle Grove & Jackson		LOST III		\$ 3,500,000.00				\$3,500,000	DG	10.C.1.2 10.C.1.6	
23	Rebel Road		LOST III			\$ 2,000,000.00			\$2,000,000	DG	10.C.1.2 10.C.1.6	
24	Tracy, Ogden, Rosirito and Sandy Bay Drainage		LOST III						\$0			

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**Capital Improvement Programs  
FY 2011 - FY 2015 Schedule  
Table 14-1**

Proj #	Project Name	Location	Funding Source	Current FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Total Project Cost	Code	Comp Plan Objectives	Notes
7	Gulf Beach Hwy (SR292) Corridor Study	Navy Blvd to Sorrento	TPO/LOST III		\$ 300,000.00				\$ 300,000.00	G	8.A.1.12 8.A.2.4 8.A.3.1 8.A.1.3 8.A.1.15 8.A.3.2	TPO pg 32. TPO will let Design in 2009, additional funds will be allocated by State and Local Support.
8	Highway 97 Widening		LOST III		\$ 600,000.00				\$ 600,000.00	G	8.A.1.12 8.A.2.4 8.A.3.1 8.A.1.3 8.A.1.15 8.A.3.2	Priority #2 in county Lane Widening Program 60% Complete
9	ITS Application		LOST III	\$ 1,361,000.00					\$ 1,361,000.00	G	8.A.1.12 8.A.2.4 8.A.3.1 8.A.1.3 8.A.1.15 8.A.3.2	TPO pg 133, Pending FDOT Master Plan to Identify Priorities
10	JPA Design Box		LOST III	\$ 500,000.00	\$ 500,000.00	\$ 4,000,000.00			\$ 5,000,000.00	G	8.A.1.12 8.A.2.4 8.A.3.1 8.A.1.3 8.A.1.15 8.A.3.2	Funds to Support the advancement of any 5-year FDOT projects if determined as a need.
11	Live Oak / Sunset Sidewalks		LOST III			\$ 300,000.00			\$ 300,000.00	G	8.A.1.12 8.A.2.4 8.A.3.1 8.A.1.3 8.A.1.15 8.A.3.2	Project let for Design in 2009 will be constructed in 2010
12	Marcus Pointe & W Turn Lanes		LOST III		\$ 39,000.00	\$ 1,400,000.00	\$ 1,400,000.00	\$ 700,000.00	\$ 3,539,000.00	DG	8.A.1.12 8.A.2.4 8.A.3.1 8.A.1.3 8.A.1.15 8.A.3.2	

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**Capital Improvement Programs  
FY 2011 - FY 2015 Schedule  
Table 14-1**

Proj #	Project Name	Location	Funding Source	Current FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Total Project Cost	Code	Comp Plan Objectives	Notes
13	Nine Mile Rd Improvements	Pine Forest to Hwy 29	LOST III	\$ 1,000,000.00	\$ 1,000,000.00				\$ 2,000,000.00	DG	8.A.1.12 8.A.2.4 8.A.3.1 8.A.1.3 8.A.1.15 8.A.3.2	TRIP funds awarded to update PD&E and Design. Let for A&E service in 2009.
			FDOT	\$ 650,000.00								FDOT Work Program, pg 12
14	Olive Rd Corridor - Phase I	Davis and Old Palafox	TPO/Box		\$ 600,000.00	\$ 750,000.00	\$ 750,000.00		\$ 2,100,000.00	G	8.A.1.12 8.A.2.4 8.A.3.1 8.A.1.3 8.A.1.15 8.A.3.2	FDOT Work Program, pg 16; TPO pg 31. Study 85% Complete, Construction will consider a JPA to advance funds.
15	Olive Rd Corridor - Phase II	Davis to Scenic Hwy	TPO/Box		\$ 600,000.00	\$ 750,000.00	\$ 750,000.00		\$ 2,100,000.00	G	8.A.1.12 8.A.2.4 8.A.3.1 8.A.1.3 8.A.1.15 8.A.3.2	FDOT Work Program, pg 16; TPO pg 31. Study 80% Complete, Construction will consider a JPA to advance funds.
16	Perdido Key Design	AL state line to ICWW Bridge	FDOT				\$ 2,732,000.00		\$ 2,732,000.00	DG	8.A.1.12 8.A.2.4 8.A.3.1 8.A.1.3 8.A.1.15 8.A.3.2	FDOT Work Program, pg 22. Design Funds pushed due to a Federal Required EIS
17	Perdido Key Drive Construction	Perdido Key Dr between AL and the south end of the ICWW Bridge	TIF/FDOT TRIP				\$ 6,553,680.00	\$ 37,137,520.00	\$ 43,691,200.00	DG	8.A.1.12 8.A.2.4 8.A.3.1 8.A.1.3 8.A.1.15 8.A.3.2	Design will be complete and will evaluate Bonding (TIF) Feasibility in 2012-13. Will depend on Local Revenues, results of EIS

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*FY 2012-2016 CIE Annual Update*

*CIP Schedule (Underline version)*

**CIP 2012-2016 PROJECTS**

Engineering - Transportation												
Proj #	Project Name	Location	Funding Source	Current FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Total Project Cost	Code	Comp Plan Objectives	Notes
1	Beulah Road Improvements		LOST III	\$500,000					\$500,000	G	Ch. 8 MOB 1.1, 1.3	Funds to Support Future Interchange at I-10 and Beulah Rd.
2	Bridge Renovations				\$3,016,666	\$1,516,666	\$1,263,170	\$1,270,162	\$7,066,664		Ch. 8 MOB 1.1, 1.3	
3	Burgess Road Sidewalks		LOST III					\$350,000	\$350,000		Ch. 8 MOB 1.1, 1.3	
4	Blue Angel Parkway Improvements	Sorrento to US98		\$1,000,000					\$2,300,000	G	Ch. 8 MOB 1.1, 1.3	Design will be complete and will evaluate Bonding (TIF) Feasibility in 2012. Will depend on Local Revenues
			FDOT	1,300,000							Ch. 8 MOB 1.1, 1.3	
5	Burgess Extension Design	Burgess/Creighton extension from Hilburn Dr to US 29	Local/ FDOT TRIP	\$1,100,000.00					\$1,100,000	G	Ch. 8 MOB 1.1.8, 1.3	TPO Transportation Improvement Program Priority #8, pg 15. PD&E complete in 2012, Design complete in 2013.
6	Burgess Extension Construction	Burgess/Creighton extension from Hilburn Dr to US 29	Local/ FDOT TRIP			\$1,000,000	\$1,000,000	\$28,450,000		G	Ch. 8 MOB 1.1.8, 1.3	TPO Transportation Improvement Program Priority #8, pg 15. Will evaluate State and Federal programs 2011.
7	Dirt Rd Paving	Countywide	LOST III	\$1,075,432	\$2,100,000	\$2,300,000	\$2,500,000	\$2,500,000	\$10,475,432	R	Ch. 8 MOB 1.1, 1.3	Revolving Maintenance Program to prevent sediment run-off and reduce road repair.
8	E Street	Leonard to Cervantes	LOST III					\$3,000,000	\$3,000,000		Ch. 8 MOB 1.1, 1.3	
9	East West Longleaf Dr		LOST III	\$1,067,668			\$8,000,000	\$8,190,000	\$17,257,668			
10	Gulf Beach Hwy (SR292) Corridor Improvements	Navy Blvd to Sorrento	TPO	\$4,436,690					\$4,436,690	G	Ch. 8 MOB 1.1, 1.3	TIP pg 2-2. Projects from CMP to be implemented beginning in 2012.
11	Highway 297A widening		LOST III					\$3,000,000	\$3,000,000		Ch. 8 MOB 1.1, 1.3	
12	Highway 97 Widening		LOST III	\$1,924,568					\$1,924,568	G	Ch. 8 MOB 1.1.8, 1.3	Phase 2 underway
13	ITS Application		TPO	\$2,800,000	\$2,800,000	\$2,800,000	\$2,037,000	\$678,000	\$10,437,000	G	Ch. 8 MOB 1.1, 1.3	TPO TIP pg 15. see Appendix 'F' to Identify Priorities
14	Live Oak / Sunset Sidewalks		LOST III/FDOT		\$300,000				\$300,000	G	Ch. 8 MOB 1.1, 1.3	Bridge Replacement FDOT Work Program
15	Nine Mile Rd Improvements	Pine Forest to Hwy 29	LOST III	\$1,000,000					\$1,000,000	DG	Ch. 8 MOB 1.1, 1.3	PD&E update in 2012. Design by FDOT in 2012.
			FDOT	\$650,000			\$2,445,465	\$10,300,000	\$14,395,465		Ch. 8 MOB 1.1, 1.3	FDOT Work Program & TPO Cost Feasible Plan ROW & CST
16	Olive Rd		LOST/FDOT	\$2,630,449	\$5,900,000				\$8,530,449	G	Ch. 8 MOB 1.1, 1.3	Transferred to county in 2011. Design to be completed in 2012.
17	Perdido Key Design	AL state line to ICWW Bridge	FDOT			\$2,732,000			\$2,732,000	DG	Ch. 8 MOB 1.1, 1.3	FDOT Work Program Design Funds pushed due to a Federal Required EIS
18	Perdido Key Drive ROW	Perdido Key Dr between AL and the south end of the ICWW Bridge	TIF/ FDOT					\$15,000,000	\$15,000,000	DG	Ch. 8 MOB 1.1, 1.3	Design will be complete and will evaluate Bonding (TIF) Feasibility in 2012-13. Will depend on Local Revenues, results of EIS
19	Sorrento Rd Improvements	ICWW Bridge to Blue Angel Pkwy	LOST III	\$2,750,000			\$20,000,000	\$40,300,000		DG	Ch. 8 MOB 1.1, 1.3	FDOT Work Program, pg 16. PD&E 90% Complete, 30% Design Active
			FDOT	\$2,750,000							Ch. 8 MOB 1.1, 1.3	
20	Pinestead / Longleaf Design & Construction		LOST III	\$1,067,668			\$8,000,000	\$8,190,000	\$9,886,668	G	Ch. 8 MOB 1.1.8, 1.3	TPO TIP pg 16
			FDOT	\$819,000							Ch. 8 MOB 1.1, 1.3	
21	Resurfacing	Countywide	LOST III	\$1,700,000	\$1,228,674	\$3,452,804	\$1,750,000	\$1,732,689	\$9,864,167	R	Ch. 8 MOB 1.1, 1.3	Annual Program
22	Sidewalks Design / Construction		LOST III	\$300,000	\$500,000	\$500,000	\$500,000	\$5,000,000		G	Ch. 8 MOB 1.1, 1.3	County Wide Safe Walk to School support program.
23	Sidewalks District 1		LOST III	\$400,000	\$100,000	\$100,000	\$100,000	\$1,000,000		G	Ch. 8 MOB 1.1, 1.3	Commissioner Request for Residential areas and School areas
24	Traffic Calming	Countywide	LOST III					\$200,000	\$200,000	G	Ch. 8 MOB 1.1, 1.3	County Wide Program for identified Neighborhood Traffic areas.
25	W Roberts Rd Widening		LOST III		\$250,000				\$250,000	R	Ch. 8 MOB 1.1, 1.3	Improvements to support new traffic patterns.
26	Kingsfield Extension	Kingsfield, Well Line or Quintette Rd	LOST III		\$5,520,000				\$5,520,000	G	Ch. 8 MOB 1.1, 1.3	Improvements to support new traffic patterns and increased use by freight.
27	Congestion Improvements	Countywide	LOST III			\$1,808,532	\$737,000	\$1,018,000	\$3,563,532	G	Ch. 8 MOB 1.1, 1.3	County wide program to implement transportation system management improvements
28	Ninth Ave / Langley Ave / Tippin Intersection Improvements		TPO					\$2,074,968		R	Ch. 8 MOB 1.1.8, 1.3	PD&E to determine alternate routes and identify stakeholders. TPO Cost Feasible Plan

Drainage												
Proj #	Project Name	Location	Funding Source	Current FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Total Project Cost	Code	Comp Plan Objectives	Notes
1	Avery Street Drainage	352 Avery Street Drainage	LOST III	0	0	0	1,000,000	0			COA 1.1.5 INF 3.1.9	
2	Beach Haven	352 Beach Haven	LOST III	0	0	0	1,700,000	0			COA 1.1.5 INF 3.1.9	
3	Coral Creek Subdivision Drainage	352 Coral Creek Subdivision Drainage	LOST III	0	0	785,000	0	0			COA 1.1.5 INF 3.1.9	
4	Cove Avenue/Barmel Drainage	352 Cove Avenue/Barmel Drainage	LOST III	0	0	1,328,000	0	0			COA 1.1.5 INF 3.1.9	
5	Crescent Lake	352 Crescent Lake	LOST III	0	0	0	0	4,000,000			COA 1.1.5 INF 3.1.9	
6	Drainage Basin Studies	352 Drainage Basin Studies	LOST III	0	450,000	0	0	0			COA 1.1.5 INF 3.1.9	
7	Eleven Mile Creek Restoration	352 Eleven Mile Creek Restoration	LOST III	0	0	0	1,000,000	0			COA 1.1.5 INF 3.1.9	
8	Englewood Drainage/Neighborhood Improvements	352 Englewood Drainage/Neighborhood Improvements	LOST III	0	0	0	1,000,000	0			COA 1.1.5 INF 3.1.9	
9	Ensley Phase II-IV	352 Ensley Phase II-IV	LOST III	5,200,000	0	0	0	0			COA 1.1.5 INF 3.1.9	
10	Fairchild Drainage Project	352 Fairchild Drainage Project	LOST III	0	0	0	100,000	600,000			COA 1.1.5 INF 3.1.9	
11	Ferry Pass Zone 4 & 5	352 Ferry Pass Zone 4 & 5	LOST III	0	0	0	120,000	0			COA 1.1.5 INF 3.1.9	
12	Ferry Pass, Zone 2 Drainage Project	352 Ferry Pass, Zone 2 Drainage Project	LOST III	0	0	0	180,000	0			COA 1.1.5 INF 3.1.9	
13	Gulf Beach Highway	352 Gulf Beach Highway	LOST III	732,332	0	6,000,000	0	0			COA 1.1.5 INF 3.1.9	
14	Jackson Street, Elysian Drainage Improvements	352 Jackson Street, Elysian Drainage Improvements	LOST III	0	0	1,500,000	0	0			COA 1.1.5 INF 3.1.9	
15	L Street Pond Expansion	352 L Street Pond Expansion	LOST III	0	0	600,000	0	0			COA 1.1.5 INF 3.1.9	
16	Muscogee Road Phase 1-5	352 Muscogee Road Phase 1-5	LOST III	1,700,000	0	0	0	0			COA 1.1.5 INF 3.1.9	
17	Myrtle Grove Jackson	352 Myrtle Grove Jackson	LOST III	3,250,000	0	0	0	1,350,000			COA 1.1.5 INF 3.1.9	
Parks & Rec												
Proj #	Project Name	Location	Funding Source	Current FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Total Project Cost	Code	Comp Plan Objectives	Notes
1	352 Bayou Grande Park Development & Maintenance	352 Bayou Grande Park Development & Maintenance	LOST III	0	0	300,000	1,700,000	0			CHAPTER 13 GOAL REC 1	
2	352 Land Acquisition		LOST III	200,000	200,000	200,000	200,000	200,000			CHAPTER 13 GOAL REC 1	
3	352 McDavid Community Center	352 McDavid Community Center	LOST III	0	0	0	0	0			CHAPTER 13 GOAL REC 1	
4	352 Park Development		LOST III	1,009,719	1,110,702	1,510,702	1,110,702	1,110,702			CHAPTER 13 GOAL REC 1	
5	352 Park Maintenance Equipment		LOST III	68,182	68,182	68,182	68,182	68,182			CHAPTER 13 GOAL REC 1	
6	352 Park Mowing	352 Park Mowing	LOST III	0	0	0	0	0			CHAPTER 13 GOAL REC 1	
7	352 Equestrian Center Sound System Improvement	352 Equestrian Center Sound System Improvement	LOST III	0	0	0	0	0			CHAPTER 13 GOAL REC 1	

Solid Waste												
Proj #	Project Name	Location	Funding Source	Current FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Total Project Cost	Code	Comp Plan Objectives	Notes
1	401 Landfill Gas Expansion Section 4	Landfill	Solid Waste Fund	400,000	0	0	0	0			OBJ INF 2.1	
2	401 Landfill Gas Migration Array Construction	Landfill	Solid Waste Fund	230,000	0	0	0	0			OBJ INF 2.1	
3	401 Landfill Mining - Section 5	Landfill	Solid Waste Fund	0	200,000	8,831,000	200,000	5,921,000			OBJ INF 2.1	
4	401 West Haul Road Paving - Section 4		Solid Waste Fund	400,000	0	0	0	0			OBJ INF 2.1	
5	401 Leachate Pipeline to International Paper		Solid Waste Fund	200,000	1,100,000	0	0	0			OBJ INF 2.1	
<b>Mass Transit - ECAT</b>												
1	Bus replacements	1515 W Fairfield Dr.	FTA Grant				\$ 1,700,000.00	\$ 1,750,000.00	\$3,450,000.00	G	MOB 2.1.1	
2	Trolley replacements	1515 W Fairfield Dr.	FTA Grant					\$ 1,200,000.00	\$1,200,000.00	G	MOB 2.1.1	

*FY 2012-2016 CIE Annual Update*

*Back-up documents*

*FY 2012-2016 CIE Annual Update*

*CIP Projects 2011-2012 Map*



### Santa Rosa County, FL

- Transportation Projects
- Drainage/Stormwater Projects
- Solid Waste Projects
- Parks & Recreation Projects

Alabama



This map was prepared by the Escambia County Development Services and is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered. Prepared: September 30, 2011

### CIP ESCAMBIA COUNTY PROJECTS

**Legend**

- MAJOR\_ROADS
- WATER\_POLYGONS



*FY 2012-2016 CIE Annual Update*

*FL-AL TPO FY 2012-2016 TIP*

**Florida-Alabama**



**Transportation Planning Organization**

**FY 2012 - 2016  
Transportation Improvement Program**

Adopted: June 8, 2011

Amended: September 14, 2011

“...planning for the future transportation needs of the Pensacola FL-AL Urbanized Area...”

For information regarding this document, please contact:

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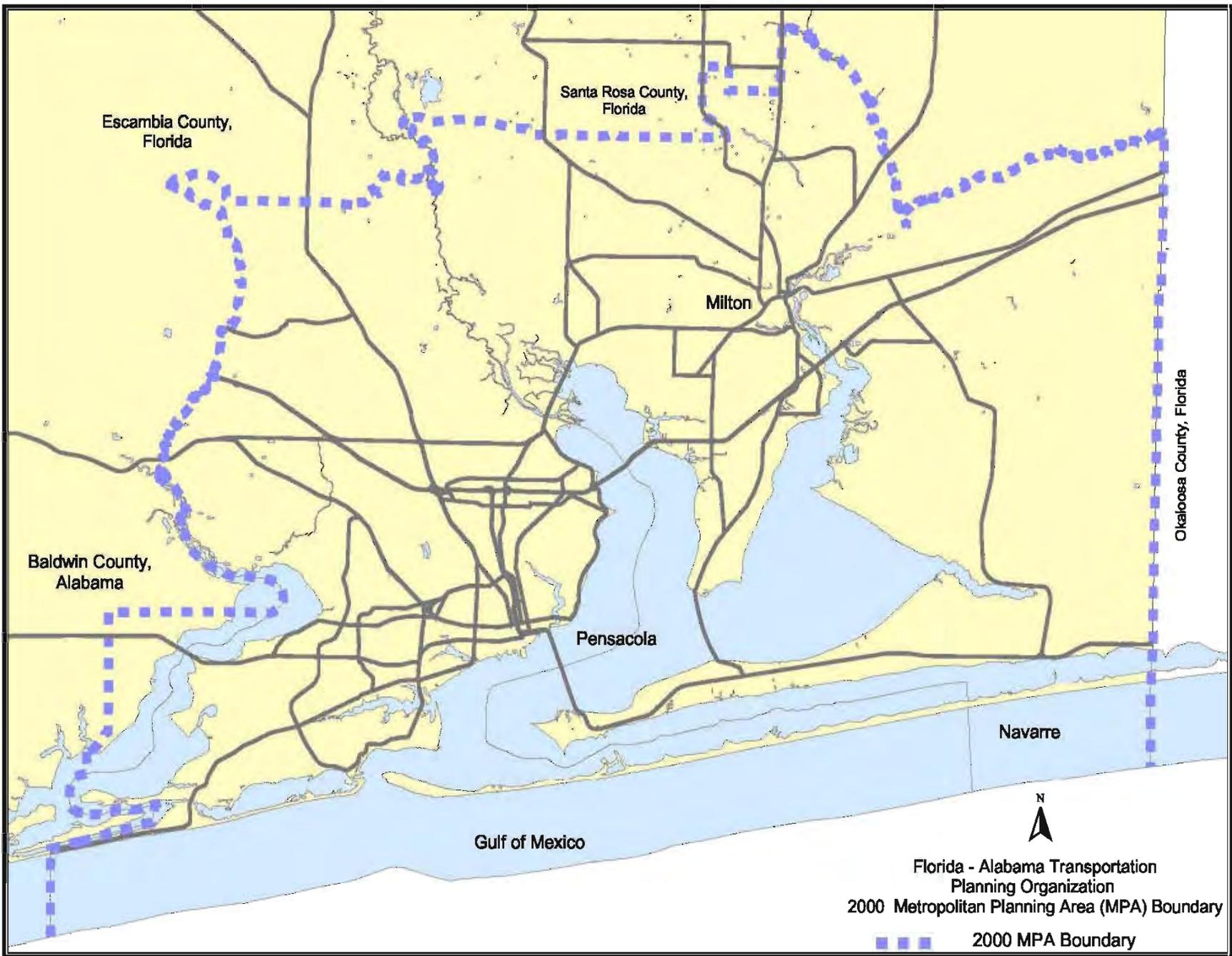
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*Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translations services (free of charge) should contact Rhonda Grice at (850) 332-7976, ext 214 or (1-800-995-8771 for TTY- Florida) or by email at [Rhonda.grice@wfrpc.org](mailto:Rhonda.grice@wfrpc.org)*



Escambia County,  
Florida

Santa Rosa County,  
Florida

Milton

Okaloosa County, Florida

Baldwin County,  
Alabama

Pensacola

Navarre

Gulf of Mexico



Florida - Alabama Transportation  
Planning Organization  
2000 Metropolitan Planning Area (MPA) Boundary

■ ■ ■ 2000 MPA Boundary

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## Executive Summary

The purpose of the Transportation Improvement Program is to provide a project listing that reflects the needs and desires of the Transportation Planning Organization (TPO) Study Area. The TIP is also developed to reflect the financial restraints within the various funding sources and programs. The TIP is a five-year plan for transportation improvements within the TPO Study Area; it contains information about the type of work to be completed, project phasing, estimated costs, and funding sources. The Code of Federal Regulations defines the Transportation Improvement Program (TIP) as a “prioritized listing/program of transportation projects covering a period of four years that is developed and formally adopted by a MPO (metropolitan planning organization) as part of the metropolitan planning process, consistent with the metropolitan transportation plan, and required for projects to be eligible for funding under title 23 U.S.C. and title 49 U.S.C. Chapter 53” [23 C.F.R 450.104]. Florida Statute requires the addition of a fifth year to the TIP [339.175(8)(c)(1)]. The TIP is also required to include all regionally significant projects, regardless of funding [23 C.F.R 450.324(d)].

The TIP was developed by the Okaloosa-Walton TPO in cooperation with the Florida Department of Transportation (FDOT) and Okaloosa County Transit. These cooperating agencies provide the Okaloosa-Walton TPO with estimates of available federal and state funds for use in development of the financial plan. The TIP is financially constrained for each year and identifies those federal projects that can be implemented using existing revenue sources as well as those projects that are to be implemented through use of projected revenue sources based upon the FDOT Final Work Program and locally dedicated transportation revenues.

As required by federal and state law, a summary of available funds by funding category and project type for the state and federally funded projects contained within the TIP has been included in *Appendix F* [23 C.F.R. 450.324(a) and Subsection 339.175(8), F. S.] The detailed project listing and financial summary “contain system-level estimates of costs and revenue sources that are reasonably expected to be available to adequately operate and maintain Federal-aid highways (as defined by 23 U.S. C. 101(a)(5)) and public transportation (as defined by title 49 U.S.C. Chapter 53) [23 CFR 450.324 (h)].

## **Project Categories:**

Capacity – Projects (such as widening existing roads or building roads on new alignments) in the TIP are from the Cost Feasible Plan of the TPO Long Range Transportation Plan Update and the Project Priorities. Capacity projects may also include “Funding Boxes” or “Action” fund different types of projects other than traditional road construction.

Transportation Systems Management (TSM) - Drawn from the FDOT Candidate list and the TPO Priorities for TSM Improvements, these projects may also be identified in the TPO CMP. Some are part of studies by FDOT or local governments and are needed to improve mobility and /or safety at intersections and along existing roadways. TSM projects are typically low cost and can be constructed in less than two years with allocated District 3 funds.

Enhancement– Title 23 U.S.C. requires that 10 percent of the Surface Transportation Program (STP) funds only be available for transportation enhancement activities. Enhancement funds are distributed annually to each District pursuant to Section 339.135(4)(a), F.S., with the exception that each year, an amount of the state's enhancement funds will be administered by the Central Environmental Management Office for use on statewide projects. New Transportation Enhancement Applications are taken bi-annually and re-submittal information is taken annually, in order to keep projects active. New application forms and re-submittal information is submitted to the West Florida Regional Planning Council. FDOT District Three requires that applicants be Local Agency Program (LAP) Certified (or in the Process of LAP Certification) to qualify for Transportation Enhancement Funds. Applicants must fund 100% of the project cost upfront and will be reimbursed 100% by FDOT when funds are available. All projects must be built to State or Federal guidelines, depending on their location.

Proposed transportation enhancement projects must be for one or more of the following activities as defined by federal legislation:

- (1) Provision of facilities for pedestrians and bicycles.
- (2) The provision of safety and educational activities for pedestrians and bicyclists.
- (3) Acquisition of scenic easements and scenic or historic sites.
- (4) Scenic or historic highway programs, (including the provision of tourist and welcome center facilities).
- (5) Landscaping and other scenic beautification.
- (6) Historic preservation.
- (7) Rehabilitation of historic transportation buildings, structures, or facilities  
(including historic railroad facilities and canals).
- (8) Preservation of abandoned railway corridors (including the conversion and use thereof for pedestrian or bicycle trails).
- (9) Control and removal of outdoor advertising.
- (10) Archaeological planning and research.

(11) Environmental mitigation to address water pollution due to highway runoff or reduce vehicle-caused wildlife mortality while maintaining habitat connectivity.

(12) Establishment of transportation museums.

Bicycle/Pedestrian -The TPO #4 Capacity funded Project Priority has been \$300,000 per year to fund bicycle/ pedestrian improvements. The projects are identified in the *TPO Bicycle Pedestrian Plan* and are added to the *Long Range Transportation Plan*.

Public Transportation – Transit projects are drawn from the TPO Five Year Transit Development Plan and priorities are provided to the TPO by the local transit operator. Projects for the Transportation Disadvantaged Program are provided by social service agencies, and the designated Community Transportation Coordinator (CDC). Funding comes from the FTA, FDOT, Florida Commission for the Transportation Disadvantaged, local governments, and social services agencies. This is the TPO's #7 Capacity funded Project Priority and it has been \$400,000 per year.

Aviation – Aviation projects are drawn from the airport master Plan and Airport Layout Plan, developed by local authorities and reviewed by the DOT and the Federal Aviation Administration (FAA). Project Priorities are given to the TPO for inclusion in the report and may be funded by the FAA, FDOT, or Airport Authority. Airfields included in this report are the Pensacola Regional Airport and the Peter Prince Field in Milton

Resurfacing – Also known as system preservation, these projects are determined by the FDOT. While the TPO may ask that particular roadways be examined for resurfacing needs, the priority for resurfacing is based on an engineering evaluation of pavement condition. Resurfacing projects on the State Highway System are funded through a statewide program.

Bridge – These projects are selected by the FDOT on criteria established through bridge inspections. Bridge Sufficiency Ratings are established by the FHWA and are on a 0 (worst) to 100 (best). Funds are generally available for rehabilitation work if the bridge rating falls below 80, or are available for replacement if the rating falls below 50.

Miscellaneous - Supplemental projects not fitting into any one category.

### **Project Selection:**

Project selection is dependent on the priorities for the various projects and on financial constraints. The selection of priorities for the TPO Study Area involves various forms of input including input from the citizens via public meetings and through the Citizen's Advisory Committee, Technical Coordinating Committee, and the Bicycle/Pedestrian Advisory Committee making recommendations to the TPO.

Projects are also selected as set forth in the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: a Legacy for Users (SAFETEA-LU) legislation that was signed into law by President Bush on August 10, 2005. All TPO's were expected to incorporate these requirements into their respective transportation plans effective July 1, 2007. The following lists important highlights of the SAFETEA-LU legislation:

1. TIP/STIP must be updated at least every four (4) years and contain four years worth of projects.
2. Plans must be consistent with planned growth and development plans (LRTP).
3. Security of the transportation system to be a "stand-alone" planning factor, and an increased priority from previous legislation.
4. MPO plans should include operational and management strategies to enhance the performance of the existing transportation facilities ability to relieve traffic congestion and maximize the safety of people and products.
5. Publish or make available its transportation plans, including any documents in electronic format such as the World Wide Web.
6. Congestion Management Process in Transportation Management Areas (TMA): MPO must provide a process for "effective management" of transportation congestion.
7. Proposed TIP projects must be derived from locally developed public "human transit" transportation services including: Special Needs of Elderly Individuals and Individuals with Disabilities (See U.S.C. 49 sections 5310)
8. Visual aids should be included in TIP development such as photographs, charts, graphs, and any other visual aid that would enhance public knowledge of the project.

**Project Priority Statement:**

The Okaloosa-Walton TPO Adopted Project Priorities for Fiscal Years 2012-2016 is in *Appendix E*. The Northwest Florida Regional TPO's Project Priorities for Fiscal Years 2012-2016 are included as an appendix within the Okaloosa-Walton TPO's Project Priorities.

**Consistency with Other Plans:**

In accordance with these federal and state laws, this TIP covers five fiscal years and is consistent with the Okaloosa-Walton Long Range Transportation

Plan (LRTP), the Congestion Management Plan (CMP) and the local government comprehensive plans. The TIP contains project information for the construction and maintenance of the transportation facilities of the TPO Study Area. Facility types vary from roads, highways and bridges to seaports, airports, and bicycle and pedestrian accommodations. The TIP also includes project information for the various public transportation systems such as local bus and trolley systems and the Transportation Disadvantaged Program.

**Implemented Projects:**

Annually, FDOT produces a list of projects that have had federal funds obligated to them in the preceding year. This listing of projects for Fiscal Year 2010 is in *Appendix D*.

**Public Involvement:**

The public participation process for the FY2012-2016 TIP began during August and September of 2010 with the development of the TPO's Project Priorities. In August 2010, the draft Project Priorities were presented to the TPO and its advisory committees, the Citizen's Advisory Committee, the Technical Coordinating Committee, and the Bicycle Pedestrian Advisory Committee. This review of the Project Priorities was advertised within TPO's agenda in the local newspapers and it was sent by news release to local media. Public workshops to solicit public comments for the Project Priorities were held in July 2010. Notifications were sent to various community groups, inviting them to attend the workshop or one of the public meetings. In September, the proposed final Project Priorities were presented to the advisory committees for final review and to the TPO for adoption. The adoption of the Priorities was part of TPO agenda in September, so it was advertised in local newspapers and issued as a news release. Also, a public hearing was held at the September TPO meeting to allow an additional opportunity for public involvement. The adopted Project Priorities are in *Appendix C*.

In December FDOT held a public workshop to gather public comments on its Tentative Five-Year Work Program, which includes selected TPO Project Priorities. Also in December, FDOT presented the Tentative Five-Year Work Program to the TPO for endorsement; that TPO meeting was also advertised with the local media. Public comments gathered throughout the creation of the Project Priorities and in the review of the Tentative Work Program have been taken into account through each step of the planning process. As such, this TIP reflects a combination of the public's interests as well as the interests of the various government agencies that are participants in the TPO planning process.

In cases where public comment is significant, 23 Code of Federal Regulations (CFR) Part 450 requires the following: "When significant written and oral comments are received on the draft transportation plan or TIP (including the financial plan) as a result of the public participation process or the interagency consultation process required by EPA's conformity

regulations [for air quality], a summary, analysis, and report on the disposition of comments shall be made part of the final plan and TIP.” “If the final transportation plan or TIP differs significantly from the one which was made available for public comment by the MPO [TPO] and raises new material issues which interested parties could not reasonably have foreseen from the public participation efforts, an additional opportunity for public comment on the revised plan or TIP shall be made available.” In accordance with 23 CFR Part 450 Subpart C Section 326, when the Transportation Improvement Program is amended, public participation is achieved through notices to the media and the holding of a public hearing.

### **Certification:**

The last Joint FDOT/TPO Certification was held in February 2011. The Joint FDOT/TPO Certification is an annual process in FDOT District 3. The last FHWA/FTA Certification was granted in December 2010.

### **Air Quality:**

In recent years the TPO staff for the Florida– Alabama and Bay County Transportation Planning Organizations has provided air quality information and ozone readings to the TPO membership on an annual, semi-annual and quarterly basis, using Florida Department of Environmental Protection (FDEP) data. Since the Clean Air Act (et al), the 8- hour ozone standard implemented by the Environmental Protection Agency (EPA) (Titles 29 and 49, U.S. Code, July 1, 2004) was the basis for all reporting in Northwest Florida. On January 19, 2010, EPA published a Notice of Proposed Rulemaking in the Federal Register, with the clear intention of strengthening the National Ambient Air Quality Standards (NAAQS) for ozone set in March 2008. In anticipation of higher standards, and the likelihood that some, if not all, of the Planning Areas in Northwest Florida will no longer be in attainment of the NAAQS for ground level ozone (produced by truck and automobile exhaust), and that increased planning dollars, documentation, staff time, and effort will be required to respond to a possible nonattainment status, TPO staff is interacting with numerous government agencies and the public on all air quality issues, in addition to ground-level ozone. TPO tasking has been added to the 2- Year UPWP for through Fiscal Year 2012, in effect ramping up report activity, establishing reporting guidelines, upgrading interaction with the public and local governments, and repositioning as an information resource for Air Quality in Northwest Florida. Air Quality data will be collected and distributed on a quarterly basis. Data will be reported to the TPO and Advisory Committees through normal monthly meetings.

### **Congestion Management Process:**

The TPO is responsible for implementing the Congestion Management Process (CMP) Plan, and projects identified in the Plan are included in the TIP. Each year the TPO updates its Congestion Management Process Plan.

Projects identified through the CMP identification and evaluation process receive recognition in the TSM Project Priority criteria for development of the TIP. Projects identified through the CMP plan are given additional points in the TPO Project Priorities.

### **Transportation Disadvantaged (TD):**

Tables providing Transportation Disadvantaged (TD) revenues are shown in *Appendix F* of this document. State legislation contained in Chapter 427 F.S., requires that a summary of programs providing the funding for transportation of the disadvantaged must be included in the TIP.

### **Northwest Florida Regional TPO (RTPO)**

The Northwest Florida Regional TPO was created by an interlocal agreement between the Florida-Alabama TPO and the Okaloosa-Walton TPO to study regional transportation issues affecting a four county region (Escambia, Santa Rosa, Okaloosa, and Walton Counties). The coordinated planning process includes the adoption of a Regional Network Map and Regional Network Priorities. The adopted FY 2012-2016 Priorities are included in the appendix of this document. The Regional Network Project Priorities are broken out into funding categories to facilitate the understanding of how they are anticipated to be paid for in the adopted Florida–Alabama and Okaloosa-Walton TPO Cost Feasible Plans. *Appendix E* contains tables summarizing the RTPO priorities by primary funding sources (these tables are Appendix 1 in the Okaloosa-Walton TPO’s Project Priorities).

### **Amendment Process:**

Amendments to the TIP are made in accordance with Chapter 5 of the Metropolitan Planning Organization Program Management Handbook (MPO Handbook). The TPO has authorized the WFRPC Executive Director to administratively approve the following amendments:

- Airport and seaport amendments, which do not materially affect surface transportation volumes in the vicinity of the subject airport or seaport.
- Amendments that do not require a formal amendment of the TIP as described in Section 5.13 of the MPO Handbook.

## RESOLUTION FL-AL 11-08

### A RESOLUTION OF THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION ADOPTING THE FY 2012-2016 TRANSPORTATION IMPROVEMENT PROGRAM

---

**WHEREAS**, the Florida-Alabama Transportation Planning Organization (TPO) is the organization designated by the Governors of Florida and Alabama as being responsible, together with the States of Florida and Alabama, for carrying out the continuing, cooperative and comprehensive transportation planning process for the Florida-Alabama TPO Planning Area; and

**WHEREAS**, the Transportation Improvement Program (TIP) is adopted annually by the TPO and submitted to the Governor of the State of Florida, to the Federal Transit Administration, and through the State of Florida to the Federal Highway Administration; and

**WHEREAS**, the TIP is periodically amended to maintain consistency with the Florida Department of Transportation Work Program; and

**WHEREAS**, authorization for federal funding of projects within an urbanized area cannot be obtained unless the projects are included in the TPO's TIP; and

**WHEREAS**, the Transportation Improvement Program (TIP) shall be endorsed annually upon a roll call vote by the TPO and submitted to the Governor of the State of Florida and the State of Alabama, to the Federal Transit Administration, and through the States of Florida and Alabama to the Federal Highway Administration;

**NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION THAT:**

The TPO adopts the FY2012-2016 Transportation Improvement Program, with any changes that may have been presented.

Passed and duly adopted by the Florida- Alabama Transportation Planning Organization on this 8th day of June 2011.

FLORIDA- ALABAMA TRANSPORTATION  
PLANNING ORGANIZATION

BY: 

Don Salter, Chairman

ATTEST: 

### 5-Year Summary of Projects by Funding Category

FM	Project Name	2011/12	2012/13	2013/14	2014/15	2015/16	Total
<b>ACBR - ADVANCE CONSTRUCTION (BRT)</b>							
4093341	SR30 (US98)	0	0	4,400,000	0	0	4,400,000
4212431	SR 10 (US 90)	7,132,901	0	0	0	0	7,132,901
4212441	SR 10 (US 90)	6,332,732	0	0	0	0	6,332,732
4229071	SR 10 (US 90)	1,387,759	7,062,501	0	0	0	8,450,260
4255191	SR 97	0	157,273	0	3,045,010	0	3,202,283
4300021	12TH AVENUE	778,859	918,709	0	6,866,999	0	8,564,567
4300031	CR 292A SUNSET AVE	1,291,103	514,075	0	10,183,487	0	11,988,665
4300041	STEFANI ROAD	584,660	200,116	0	1,865,816	0	2,650,592
<b>Total</b>		<b>17,508,014</b>	<b>8,852,674</b>	<b>4,400,000</b>	<b>21,961,312</b>	<b>0</b>	<b>52,722,000</b>
<b>ACCM - ADVANCE CONSTRUCTION (CM)</b>							
4125451	ESCAMBIA/SANTA ROSA	78,790	0	107,080	109,207	0	295,077
4153781	SR 291 DAVIS HIGHWAY	0	104,994	0	0	0	104,994
<b>Total</b>		<b>78,790</b>	<b>104,994</b>	<b>107,080</b>	<b>109,207</b>	<b>0</b>	<b>400,071</b>
<b>ACEN - ADVANCE CONSTRUCTION (EBNH)</b>							
2186031	SR 95 (US 29)	0	0	11,296,018	0	0	11,296,018
<b>Total</b>		<b>0</b>	<b>0</b>	<b>11,296,018</b>	<b>0</b>	<b>0</b>	<b>11,296,018</b>
<b>ACIM - ADVANCE CONSTRUCTION (IM)</b>							
4287371	SR 8 (I-10)	175,824	0	1,338,487	0	0	1,514,311
4295201	SR 8 (I-10)	470,048	0	4,513,904	0	0	4,983,952
<b>Total</b>		<b>645,872</b>	<b>0</b>	<b>5,852,391</b>	<b>0</b>	<b>0</b>	<b>6,498,263</b>
<b>ACNH - ADVANCE CONSTRUCTION (NH)</b>							
2186031	SR 95 (US 29)	0	0	12,101,822	0	0	12,101,822
2224771	SR 8 (I-10)	6,905,813	0	27,583,480	0	0	34,489,293
4130623	SR 8 (I-10)	0	0	0	0	12,056,002	12,056,002

### 5-Year Summary of Projects by Funding Category

FM	Project Name	2011/12	2012/13	2013/14	2014/15	2015/16	Total
<b>ACNH - ADVANCE CONSTRUCTION (NH)</b>							
<b>Total</b>		<b>6,905,813</b>	<b>0</b>	<b>39,685,302</b>	<b>0</b>	<b>12,056,002</b>	<b>58,647,117</b>
<b>ACSA - ACSA</b>							
4269511	SR 727/SR 295 Fairfield Dr	0	0	0	217,816	0	217,816
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>217,816</b>	<b>0</b>	<b>217,816</b>
<b>ACSL - ADVANCE CONSTRUCTION (SL)</b>							
4193021	SR 10 (US 90/90A)	3,989,049	0	0	0	0	3,989,049
<b>Total</b>		<b>3,989,049</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,989,049</b>
<b>ACSU - ADVANCE CONSTRUCTION (SU)</b>							
4280581	ADVANCED TRAFFIC	0	0	0	542,433	1,457,567	2,000,000
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>542,433</b>	<b>1,457,567</b>	<b>2,000,000</b>
<b>BNBR - AMENDMENT 4 BONDS (BRIDGES)</b>							
4212431	SR 10 (US 90)	9,905,543	0	0	0	0	9,905,543
4229071	SR 10 (US 90)	38,955	0	0	0	0	38,955
<b>Total</b>		<b>9,944,498</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9,944,498</b>
<b>BRRP - STATE BRIDGE REPAIR &amp; REHAB</b>							
4093953	SR 298 LILLIAN HWY	0	45,438	0	0	0	45,438
4169401	SR 10 (US 90A) 9 MI	16,735	0	0	0	0	16,735
4235912	SR 8 (I-10)	603,454	0	0	0	0	603,454
4269381	SR 87	0	0	190,101	0	0	190,101
<b>Total</b>		<b>620,189</b>	<b>45,438</b>	<b>190,101</b>	<b>0</b>	<b>0</b>	<b>855,728</b>
<b>BRT - FED BRIDGE REPL - ON SYSTEM</b>							
4093341	SR30 (US98)	0	2,208,638	0	0	0	2,208,638
<b>Total</b>		<b>0</b>	<b>2,208,638</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,208,638</b>
<b>BRTZ - FED BRIDGE REPL - OFF SYSTEM</b>							
4213111	BELLVIEW AVENUE	1,244,197	0	0	0	0	1,244,197

### 5-Year Summary of Projects by Funding Category

FM	Project Name	2011/12	2012/13	2013/14	2014/15	2015/16	Total
<b>BRTZ - FED BRIDGE REPL - OFF SYSTEM</b>							
4228951	BAUER ROAD	0	1,811,898	0	0	0	1,811,898
4228971	BRICKYARD ROAD	462,000	149,174	1,890,254	0	0	2,501,428
4228981	FANNIE ROAD	0	59,860	3,108,052	0	0	3,167,912
4229001	CR 97A	0	4,217,728	0	0	0	4,217,728
4244581	S. PINEVILLE ROAD	0	77,981	2,888,278	0	0	2,966,259
4262331	BECK'S LAKE ROAD	0	119,934	0	2,097,753	0	2,217,687
<b>Total</b>		<b>1,706,197</b>	<b>6,436,575</b>	<b>7,886,584</b>	<b>2,097,753</b>	<b>0</b>	<b>18,127,109</b>
<b>CM - CONGESTION MITIGATION - AQ</b>							
4169401	SR 10 (US 90A) 9 MI	922,469	0	0	0	0	922,469
4169411	SR 291 DAVIS HWY	0	0	700,000	0	0	700,000
4216442	SR 30 (US 98)	0	1,049,941	0	0	0	1,049,941
4269341	SR 289 9TH AVENUE	0	0	370,799	0	0	370,799
4269511	SR 727/SR 295 Fairfield Dr	0	0	0	942,073	0	942,073
4298651	SR 87 STEWART STREET	76,573	0	0	0	0	76,573
<b>Total</b>		<b>999,042</b>	<b>1,049,941</b>	<b>1,070,799</b>	<b>942,073</b>	<b>0</b>	<b>4,061,855</b>
<b>D - UNRESTRICTED STATE PRIMARY</b>							
0001541	TOLL OPERATIONS	65,000	70,000	75,000	75,000	0	285,000
4123522	FLORIDA-ALABAMA TPO	0	375,000	0	0	0	375,000
4146061	ROAD RANGERS SERVICE	380,000	391,000	403,000	415,000	427,000	2,016,000
<b>Total</b>		<b>445,000</b>	<b>836,000</b>	<b>478,000</b>	<b>490,000</b>	<b>427,000</b>	<b>2,676,000</b>
<b>DDR - DISTRICT DEDICATED REVENUE</b>							
4156062	WEST FL REGIONAL PLN	98,358	273,500	256,000	286,000	286,000	1,199,858
4159311	PETER PRINCE FIELD	448,000	0	0	0	0	448,000
4169411	SR 291 DAVIS HWY	0	0	2,027,917	0	0	2,027,917

### 5-Year Summary of Projects by Funding Category

FM	Project Name	2011/12	2012/13	2013/14	2014/15	2015/16	Total
<b>DDR - DISTRICT DEDICATED REVENUE</b>							
4203001	PENSACOLA GULF COAST	107,089	400,375	957,882	500,000	0	1,965,346
4222571	ESCAMBIA COUNTY	730,212	774,933	776,690	783,721	801,298	3,866,854
4222601	ESCAMBIA COUNTY	350,000	400,000	400,000	400,000	420,000	1,970,000
4222931	PETER PRINCE FIELD	67,749	0	0	0	0	67,749
4222942	PETER PRINCE FIELD	0	0	0	0	88,224	88,224
4230621	SR 294 CHIEF'S WAY	0	0	0	406,056	0	406,056
4256332	PETER PRINCE FIELD	0	0	0	129,000	0	129,000
4269292	SR 95 (US 29)	4,336,142	0	0	0	0	4,336,142
4269531	SR 291 DAVIS HWY	0	0	0	2,443,045	0	2,443,045
4269721	SR 281 AVALON BLVD	0	0	0	5,399,797	0	5,399,797
<b>Total</b>		<b>6,137,550</b>	<b>1,848,808</b>	<b>4,418,489</b>	<b>10,347,619</b>	<b>1,595,522</b>	<b>24,347,988</b>
<b>DEMW - ENVIRONMEN MITIGATION-WETLANDS</b>							
2204427	SR 87	1,362,582	0	0	0	0	1,362,582
<b>Total</b>		<b>1,362,582</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,362,582</b>
<b>DI - ST. - S/W INTER/INTRASTATE HWY</b>							
4130623	SR 8 (I-10)	0	0	0	655,122	0	655,122
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>655,122</b>	<b>0</b>	<b>655,122</b>
<b>DIH - STATE IN-HOUSE PRODUCT SUPPORT</b>							
2186052	SR 10 (US 90A) 9 MI	0	0	0	183,604	0	183,604
2224771	SR 8 (I-10)	1,357	0	0	0	0	1,357
4093953	SR 298 LILLIAN HWY	5,000	1,067	0	0	0	6,067
4097927	SR292 Gulf Beach Hwy	849	0	0	0	0	849
4130623	SR 8 (I-10)	0	0	1,000	270,480	0	271,480
4134351	SR 727 FAIRFIELD DR.	0	51,563	0	0	0	51,563

### 5-Year Summary of Projects by Funding Category

FM	Project Name	2011/12	2012/13	2013/14	2014/15	2015/16	Total
<b>DIH - STATE IN-HOUSE PRODUCT SUPPORT</b>							
4153781	SR 291 DAVIS HIGHWAY	0	20,874	0	0	0	20,874
4169401	SR 10 (US 90A) 9 MI	106,358	0	0	0	0	106,358
4169411	SR 291 DAVIS HWY	55,427	0	26,459	0	0	81,886
4193021	SR 10 (US 90/90A)	411,670	0	0	0	0	411,670
4212431	SR 10 (US 90)	137,480	0	0	0	0	137,480
4216441	SR 30 (US 98)	0	0	164,224	0	0	164,224
4216442	SR 30 (US 98)	0	155,291	0	0	0	155,291
4229071	SR 10 (US 90)	605	0	0	0	0	605
4230621	SR 294 CHIEF'S WAY	11,464	0	0	5,104	0	16,568
4235912	SR 8 (I-10)	79,052	0	0	0	0	79,052
4246111	SR 10 (US 90)	288,828	0	0	0	0	288,828
4246121	SR 89	36,819	0	0	0	0	36,819
4246141	SR 298 LILLIAN HWY	0	22,193	0	0	0	22,193
4246181	SR 173 BLUE A. PKWY	25,287	0	0	0	0	25,287
4269281	SR 752 TEXAR DRIVE	0	18,097	0	0	0	18,097
4269291	SR 95 (US 29)	0	0	0	0	194,893	194,893
4269292	SR 95 (US 29)	766,902	0	0	0	0	766,902
4269341	SR 289 9TH AVENUE	0	0	56,245	0	0	56,245
4269351	SR 10A (US 90)	0	0	20,184	0	0	20,184
4269381	SR 87	0	0	44,519	0	0	44,519
4269511	SR 727/SR 295 Fairfield Dr	58,711	0	0	31,950	0	90,661
4269531	SR 291 DAVIS HWY	35,053	0	0	26,326	0	61,379
4269711	SR 4	143,273	0	0	98,082	0	241,355
4269721	SR 281 AVALON BLVD	61,381	0	0	48,038	0	109,419

### 5-Year Summary of Projects by Funding Category

FM	Project Name	2011/12	2012/13	2013/14	2014/15	2015/16	Total
<b>DIH - STATE IN-HOUSE PRODUCT SUPPORT</b>							
4276481	SR 296 BEVERLY PKWY	0	11,087	0	0	0	11,087
4287371	SR 8 (I-10)	17,582	0	0	0	0	17,582
4288461	SR 296 BAYOU BLVD	39,279	0	0	0	0	39,279
4293081	SR 292 N PACE BLVD	1,000	0	0	0	0	1,000
4293113	SR 292 N. PACE BLVD.	1,000	0	0	0	0	1,000
4295201	SR 8 (I-10)	47,005	0	0	0	0	47,005
4298651	SR 87 STEWART STREET	7,200	8,034	0	0	0	15,234
<b>Total</b>		<b>2,338,582</b>	<b>288,206</b>	<b>312,631</b>	<b>663,584</b>	<b>194,893</b>	<b>3,797,896</b>
<b>DIS - DIS</b>							
4130623	SR 8 (I-10)	0	0	0	3,049,678	0	3,049,678
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>3,049,678</b>	<b>0</b>	<b>3,049,678</b>
<b>DITS - DITS</b>							
4147061	PENSACOLA ITS PROJ.	2,604,500	2,605,000	2,604,500	2,604,561	2,604,561	13,023,122
<b>Total</b>		<b>2,604,500</b>	<b>2,605,000</b>	<b>2,604,500</b>	<b>2,604,561</b>	<b>2,604,561</b>	<b>13,023,122</b>
<b>DPTO - DPTO</b>							
4156062	WEST FL REGIONAL PLN	100,000	0	0	0	0	100,000
4156063	WEST FL REGIONAL PLN	52,000	0	0	0	0	52,000
4177611	PETER PRINCE FIELD	0	224,000	0	0	0	224,000
4203001	PENSACOLA GULF COAST	296,598	599,625	42,118	0	921,890	1,860,231
4217172	Florida-Alabama TPO Planning Section 5303 Grant	12,313	0	0	0	0	12,313
4222931	PETER PRINCE FIELD	45,851	0	0	0	0	45,851
4222941	PETER PRINCE FIELD	7,100	0	0	0	0	7,100
4222942	PETER PRINCE FIELD	0	0	0	0	138,976	138,976
4256331	PETER PRINCE FIELD	0	0	38,562	0	0	38,562

### 5-Year Summary of Projects by Funding Category

FM	Project Name	2011/12	2012/13	2013/14	2014/15	2015/16	Total
<b>DPTO - DPTO</b>							
4296091	PENSACOLA GULF COAST	950,000	0	0	0	0	950,000
4302871	Escambia County Fixed Route Service Development	1,498,333	1,498,333	1,504,333	0	0	4,500,999
<b>Total</b>		<b>2,962,195</b>	<b>2,321,958</b>	<b>1,585,013</b>	<b>0</b>	<b>1,060,866</b>	<b>7,930,032</b>
<b>DS - STATE PRIMARY HIGHWAYS &amp; PTO</b>							
4169401	SR 10 (US 90A) 9 MI	30,474	0	0	0	0	30,474
4169411	SR 291 DAVIS HWY	554,268	0	0	0	0	554,268
4216441	SR 30 (US 98)	0	0	2,912,714	0	0	2,912,714
4216442	SR 30 (US 98)	0	18,364,893	0	0	0	18,364,893
4230621	SR 294 CHIEF'S WAY	114,643	0	0	0	0	114,643
4246111	SR 10 (US 90)	3,037,020	0	0	0	0	3,037,020
4246121	SR 89	4,515,668	0	0	0	0	4,515,668
4246141	SR 298 LILLIAN HWY	0	2,310,639	0	0	0	2,310,639
4246181	SR 173 BLUE A. PKWY	252,874	0	0	0	0	252,874
4269281	SR 752 TEXAR DRIVE	237,584	1,895,212	0	0	0	2,132,796
4269292	SR 95 (US 29)	3,373,137	0	0	0	0	3,373,137
4269341	SR 289 9TH AVENUE	0	0	6,541,743	0	0	6,541,743
4269351	SR 10A (US 90)	0	0	2,128,792	0	0	2,128,792
4269381	SR 87	0	0	5,249,566	0	0	5,249,566
4269511	SR 727/SR 295 Fairfield Dr	587,109	0	0	1,505,064	0	2,092,173
4269531	SR 291 DAVIS HWY	680,222	0	0	0	0	680,222
4288461	SR 296 BAYOU BLVD	392,792	0	0	0	0	392,792
<b>Total</b>		<b>13,775,791</b>	<b>22,570,744</b>	<b>16,832,815</b>	<b>1,505,064</b>	<b>0</b>	<b>54,684,414</b>
<b>DSBC - GARCON POINT BRIDGE</b>							
4153657	SR 281	55,000	0	0	0	0	55,000

### 5-Year Summary of Projects by Funding Category

FM	Project Name	2011/12	2012/13	2013/14	2014/15	2015/16	Total
<b>DSBC - GARCON POINT BRIDGE</b>							
4307971	Garcon Point Toll Plaza	59,960	0	0	0	0	59,960
<b>Total</b>		<b>114,960</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>114,960</b>
<b>DU - STATE PRIMARY/FEDERAL REIMB</b>							
4213682	ESCAMBIA COUNTY	142,000	0	0	0	0	142,000
4213712	SANTA ROSA COUNTY	160,000	0	0	0	0	160,000
4217172	Florida-Alabama TPO Planning Section 5303 Grant	98,510	0	0	0	0	98,510
<b>Total</b>		<b>400,510</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>400,510</b>
<b>EB - EQUITY BONUS</b>							
4169401	SR 10 (US 90A) 9 MI	13,343,625	0	0	0	0	13,343,625
4193021	SR 10 (US 90/90A)	188,590	0	0	0	0	188,590
4216441	SR 30 (US 98)	0	0	1,089,717	0	0	1,089,717
4216442	SR 30 (US 98)	0	300,000	0	0	0	300,000
4269291	SR 95 (US 29)	0	0	0	0	24,863,704	24,863,704
4269511	SR 727/SR 295 Fairfield Dr	0	0	0	926,423	0	926,423
4269531	SR 291 DAVIS HWY	0	0	0	600,000	0	600,000
4269711	SR 4	1,466,052	0	0	0	0	1,466,052
4298651	SR 87 STEWART STREET	35,000	0	0	0	0	35,000
<b>Total</b>		<b>15,033,267</b>	<b>300,000</b>	<b>1,089,717</b>	<b>1,526,423</b>	<b>24,863,704</b>	<b>42,813,111</b>
<b>FAA - FEDERAL AVIATION ADMIN</b>							
4222941	PETER PRINCE FIELD	269,800	0	0	0	0	269,800
4256331	PETER PRINCE FIELD	0	0	1,465,376	0	0	1,465,376
<b>Total</b>		<b>269,800</b>	<b>0</b>	<b>1,465,376</b>	<b>0</b>	<b>0</b>	<b>1,735,176</b>
<b>FCO - PRIMARY/FIXED CAPITAL OUTLAY</b>							
4254943	MILTON OPS	55,000	0	0	0	0	55,000

### 5-Year Summary of Projects by Funding Category

FM	Project Name	2011/12	2012/13	2013/14	2014/15	2015/16	Total
<b>FCO - PRIMARY/FIXED CAPITAL OUTLAY</b>							
<b>Total</b>		<b>55,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>55,000</b>
<b>FTA - FEDERAL TRANSIT ADMINISTRATION</b>							
4202761	ESCAMBIA COUNTY	2,688,000	1,344,000	1,344,000	1,344,000	1,344,000	<b>8,064,000</b>
4202771	ESCAMBIA COUNTY	3,100,000	0	0	0	0	<b>3,100,000</b>
4211583	Job Access Commute Section 5316	275,194	127,869	127,869	127,869	127,869	<b>786,670</b>
4211584	Job Access Commute Section 5316	204,622	100,008	100,000	100,000	100,000	<b>604,630</b>
4211593	New Freedom Section 5317	129,776	46,831	46,831	46,831	46,831	<b>317,100</b>
4211594	New Freedom Section 5317	137,608	68,444	69,916	71,462	73,084	<b>420,514</b>
4222581	ESCAMBIA COUNTY	3,200,000	0	0	0	0	<b>3,200,000</b>
4222582	ESCAMBIA COUNTY	0	0	3,200,000	3,200,000	0	<b>6,400,000</b>
4234291	ESCAMBIA COUNTY 5307	0	3,200,000	0	0	0	<b>3,200,000</b>
4292621	ESCAMBIA COUNTY	0	0	0	0	3,200,000	<b>3,200,000</b>
<b>Total</b>		<b>9,735,200</b>	<b>4,887,152</b>	<b>4,888,616</b>	<b>4,890,162</b>	<b>4,891,784</b>	<b>29,292,914</b>
<b>GMR - GMR</b>							
2224771	SR 8 (I-10)	0	0	15,916,710	0	0	<b>15,916,710</b>
4231515	PORT OF PENSACOLA	1,500,000	0	0	0	0	<b>1,500,000</b>
<b>Total</b>		<b>1,500,000</b>	<b>0</b>	<b>15,916,710</b>	<b>0</b>	<b>0</b>	<b>17,416,710</b>
<b>HRRR - HRRR</b>							
4296681	CR 197 N CHUMUCKLA	0	0	220,000	0	0	<b>220,000</b>
<b>Total</b>		<b>0</b>	<b>0</b>	<b>220,000</b>	<b>0</b>	<b>0</b>	<b>220,000</b>
<b>HSP - HSP</b>							
4269531	SR 291 DAVIS HWY	0	0	0	600,000	0	<b>600,000</b>
4296701	CR 99 SOUTH HWY 99	0	0	302,500	0	0	<b>302,500</b>
4296781	CR 97 JACKS BRANCH	159,500	0	0	0	0	<b>159,500</b>

### 5-Year Summary of Projects by Funding Category

FM	Project Name	2011/12	2012/13	2013/14	2014/15	2015/16	Total
<b>HSP - HSP</b>							
	<b>Total</b>	<b>159,500</b>	<b>0</b>	<b>302,500</b>	<b>600,000</b>	<b>0</b>	<b>1,062,000</b>
<b>LF - LOCAL FUNDS</b>							
2270811	ESCAMBIA CO.	60,220	64,781	66,962	66,889	66,889	<b>325,741</b>
2271181	SANTA ROSA	35,749	37,427	38,852	38,804	38,804	<b>189,636</b>
4159311	PETER PRINCE FIELD	112,000	0	0	0	0	<b>112,000</b>
4177611	PETER PRINCE FIELD	0	56,000	0	0	0	<b>56,000</b>
4202761	ESCAMBIA COUNTY	672,000	336,000	336,000	336,000	336,000	<b>2,016,000</b>
4202771	ESCAMBIA COUNTY	775,000	0	0	0	0	<b>775,000</b>
4203001	PENSACOLA GULF COAST	333,400	333,400	500,000	168,669	307,297	<b>1,642,766</b>
4210111	SR 292 PERDIDO KEY	0	0	1,366,000	0	0	<b>1,366,000</b>
4211583	Job Access Commute Section 5316	275,194	127,869	127,869	127,869	127,869	<b>786,670</b>
4211584	Job Access Commute Section 5316	45,450	25,000	25,000	25,000	25,000	<b>145,450</b>
4211593	New Freedom Section 5317	129,776	46,831	46,831	46,831	46,831	<b>317,100</b>
4211594	New Freedom Section 5317	31,222	17,110	17,480	15,366	18,270	<b>99,448</b>
4213682	ESCAMBIA COUNTY	142,000	0	0	0	0	<b>142,000</b>
4213712	SANTA ROSA COUNTY	160,000	0	0	0	0	<b>160,000</b>
4217172	Florida-Alabama TPO Planning Section 5303 Grant	12,313	0	0	0	0	<b>12,313</b>
4217331	ESCAMBIA COUNTY ECAT	0	0	0	0	75,000	<b>75,000</b>
4219941	CR 197A WOODBINE RD	0	1,000,000	0	0	0	<b>1,000,000</b>
4222571	ESCAMBIA COUNTY	730,212	774,933	776,690	783,721	801,298	<b>3,866,854</b>
4222581	ESCAMBIA COUNTY	800,000	0	0	0	0	<b>800,000</b>
4222582	ESCAMBIA COUNTY	0	0	800,000	800,000	0	<b>1,600,000</b>
4222931	PETER PRINCE FIELD	28,400	0	0	0	0	<b>28,400</b>
4222941	PETER PRINCE FIELD	7,100	0	0	0	0	<b>7,100</b>

### 5-Year Summary of Projects by Funding Category

FM	Project Name	2011/12	2012/13	2013/14	2014/15	2015/16	Total
<b>LF - LOCAL FUNDS</b>							
4222942	PETER PRINCE FIELD	0	0	0	0	56,800	56,800
4231515	PORT OF PENSACOLA	1,500,000	0	0	0	0	1,500,000
4234291	ESCAMBIA COUNTY 5307	0	800,000	0	0	0	800,000
4256331	PETER PRINCE FIELD	0	0	38,562	0	0	38,562
4256332	PETER PRINCE FIELD	0	0	0	32,250	0	32,250
4292621	ESCAMBIA COUNTY	0	0	0	0	800,000	800,000
4296091	PENSACOLA GULF COAST	950,000	0	0	0	0	950,000
4296821	HAMILTON BRIDGE ROAD	166,577	0	0	0	0	166,577
4298491	CR 191 GARCON PT RD	213,209	0	0	0	0	213,209
4302871	Escambia County Fixed Route Service Development	1,498,333	1,498,333	1,504,333	0	0	4,500,999
4304401	SR95 (US29)	25,000	0	0	0	0	25,000
SR1	Watkins Street Extension	0	0	3,200,000	0	0	3,200,000
SR13	Intersection of Chumuckla Hwy	0	630,000	0	0	0	630,000
SR16	Sunrise Drive at US 98 intersection	0	1,075,000	0	0	0	1,075,000
SR18	Navarre Community Access Road	0	0	0	0	2,000,000	2,000,000
SR19	Timber Lane Extension	1,150,000	0	0	0	0	1,150,000
SR20	Improvements on US 98 west of Navarre	0	0	0	0	4,300,000	4,300,000
<b>Total</b>		<b>9,853,155</b>	<b>6,822,684</b>	<b>8,844,579</b>	<b>2,441,399</b>	<b>9,000,058</b>	<b>36,961,875</b>
<b>LFF - LOCAL FUND - FOR MATCHING F/A</b>							
4217331	ESCAMBIA COUNTY ECAT	31,250	31,250	75,000	75,000	0	212,500
<b>Total</b>		<b>31,250</b>	<b>31,250</b>	<b>75,000</b>	<b>75,000</b>	<b>0</b>	<b>212,500</b>
<b>LFR - LOCAL FUNDS/REIMBURSIBLE</b>							
4257452	Navy Blvd Alternate Sidewalk (2nd St.)	250,000	300,000	0	600,000	0	1,150,000
<b>Total</b>		<b>250,000</b>	<b>300,000</b>	<b>0</b>	<b>600,000</b>	<b>0</b>	<b>1,150,000</b>

### 5-Year Summary of Projects by Funding Category

FM	Project Name	2011/12	2012/13	2013/14	2014/15	2015/16	Total
<b>PL - METRO PLAN (85% FA; 15% OTHER)</b>							
4207791	FLORIDA ALABAMA MPO	639,922	0	0	0	0	639,922
4238381	FLORIDA-ALABAMA TPO	0	650,184	660,651	0	0	1,310,835
4279311	FLORIDA-ALABAMA TPO	0	0	0	671,322	671,322	1,342,644
<b>Total</b>		<b>639,922</b>	<b>650,184</b>	<b>660,651</b>	<b>671,322</b>	<b>671,322</b>	<b>3,293,401</b>
<b>RHH - RHH</b>							
4293081	SR 292 N PACE BLVD	225,000	0	0	0	0	225,000
4293091	W STREET	225,000	0	0	0	0	225,000
4293111	ESCAMBIA COUNTY-WIDE	228,782	0	0	0	0	228,782
4293112	ESCAMBIA COUNTY-WIDE	89,761	0	0	0	0	89,761
4293113	SR 292 N. PACE BLVD.	22,019	0	0	0	0	22,019
<b>Total</b>		<b>790,562</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>790,562</b>
<b>SA - STP, ANY AREA</b>							
4134351	SR 727 FAIRFIELD DR.	0	707,559	0	0	0	707,559
4153781	SR 291 DAVIS HIGHWAY	0	2,061,172	0	0	0	2,061,172
4216441	SR 30 (US 98)	0	0	16,935,923	0	0	16,935,923
4269711	SR 4	0	0	0	11,814,665	0	11,814,665
<b>Total</b>		<b>0</b>	<b>2,768,731</b>	<b>16,935,923</b>	<b>11,814,665</b>	<b>0</b>	<b>31,519,319</b>
<b>SCOP - SMALL COUNTY OUTREACH PROGRAM</b>							
4296821	HAMILTON BRIDGE ROAD	499,733	0	0	0	0	499,733
4298491	CR 191 GARCON PT RD	639,628	0	0	0	0	639,628
<b>Total</b>		<b>1,139,361</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,139,361</b>
<b>SE - STP, ENHANCEMENT</b>							
4257452	Navy Blvd Alternate Sidewalk (2nd St.)	90,000	0	0	0	0	90,000
4280991	West Spencer Field Road	0	921,311	0	0	0	921,311

### 5-Year Summary of Projects by Funding Category

FM	Project Name	2011/12	2012/13	2013/14	2014/15	2015/16	Total
<b>SE - STP, ENHANCEMENT</b>							
4281191	CRABTREE CHURCH RD	138,824	0	0	1,388,244	0	1,527,068
<b>Total</b>		<b>228,824</b>	<b>921,311</b>	<b>0</b>	<b>1,388,244</b>	<b>0</b>	<b>2,538,379</b>
<b>SL - STP, AREAS &lt;= 200K</b>							
4134351	SR 727 FAIRFIELD DR.	0	5,632,730	0	0	0	5,632,730
<b>Total</b>		<b>0</b>	<b>5,632,730</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,632,730</b>
<b>SR2E - SAFE ROUTES - EITHER</b>							
4298681	Jay Elementary School	167,030	0	0	0	0	167,030
<b>Total</b>		<b>167,030</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>167,030</b>
<b>SR2S - SR2S</b>							
4276401	BELLVIEW ELEMENTARY	0	369,488	0	0	0	369,488
4298681	Jay Elementary School	87,949	0	0	0	0	87,949
<b>Total</b>		<b>87,949</b>	<b>369,488</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>457,437</b>
<b>STPAA - Surface Transportation Program Any Area (ALDOT)</b>							
100052970	SR42 (US98)	1,635,804	0	0	0	0	1,635,804
<b>Total</b>		<b>1,635,804</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,635,804</b>
<b>STPLL - Surface Transportation Program Lillian (ALDOT)</b>							
100056118		50,629	0	0	0	0	50,629
100056119		0	50,629	0	0	0	50,629
100056120		0	0	50,629	0	0	50,629
100056121		0	0	0	50,629	0	50,629
<b>Total</b>		<b>50,629</b>	<b>50,629</b>	<b>50,629</b>	<b>50,629</b>	<b>0</b>	<b>202,516</b>
<b>SU - STP, URBAN AREAS &gt; 200K</b>							
2184291	SR 742 Burgess Road	1,100,000	0	0	0	0	1,100,000
2186052	SR 10 (US 90A) 9 MI	0	0	0	2,261,861	0	2,261,861

### 5-Year Summary of Projects by Funding Category

FM	Project Name	2011/12	2012/13	2013/14	2014/15	2015/16	Total
<b>SU - STP, URBAN AREAS &gt; 200K</b>							
2186931	ESCAMBIA/SANTA ROSA	1,158,782	57,630	58,944	150,000	0	1,425,356
2186936	ESCAMBIA/SANTA ROSA	0	200,000	69,938	225,000	2,125,000	2,619,938
4079382	ESCAMBIA COUNTY	332,017	0	0	0	0	332,017
4079383	SANTA ROSA COUNTY	345,287	0	0	0	0	345,287
4097926	SR 290 OLIVE ROAD	0	1,058,906	0	0	0	1,058,906
4097927	SR292 Gulf Beach Hwy	0	2,439,782	1,634,016	0	0	4,073,798
4097928	SANTA ROSA COUNTY	150,000	0	0	0	0	150,000
4097929	ESCAMBIA COUNTY	0	150,000	150,000	150,000	150,000	600,000
4125451	ESCAMBIA/SANTA ROSA	121,210	300,000	192,920	190,793	300,000	1,104,923
4216441	SR 30 (US 98)	0	0	937,482	0	0	937,482
4216442	SR 30 (US 98)	0	1,493,800	0	0	0	1,493,800
4217331	ESCAMBIA COUNTY ECAT	125,000	125,000	300,000	300,000	300,000	1,150,000
4256051	SR 10A (US 90)	0	430,333	0	0	0	430,333
4257452	Navy Blvd Alternate Sidewalk (2nd St.)	35,500	300,000	0	600,000	300,000	1,235,500
4276481	SR 296 BEVERLY PKWY	0	872,305	454,788	0	0	1,327,093
4280581	ADVANCED TRAFFIC	0	0	1,561,092	1,386,854	2,345,318	5,293,264
4298651	SR 87 STEWART STREET	0	319,374	0	255,810	0	575,184
<b>Total</b>		<b>3,367,796</b>	<b>7,747,130</b>	<b>5,359,180</b>	<b>5,520,318</b>	<b>5,520,318</b>	<b>27,514,742</b>
<b>TDDR - TDDR</b>							
2270811	ESCAMBIA CO.	48,623	48,623	48,623	48,623	48,623	243,115
2271181	SANTA ROSA	22,667	22,667	22,667	22,667	22,667	113,335
<b>Total</b>		<b>71,290</b>	<b>71,290</b>	<b>71,290</b>	<b>71,290</b>	<b>71,290</b>	<b>356,450</b>
<b>TDTF - TRANS DISADV - TRUST FUND</b>							
2270811	ESCAMBIA CO.	520,941	534,405	493,356	553,374	553,374	2,655,450

### 5-Year Summary of Projects by Funding Category

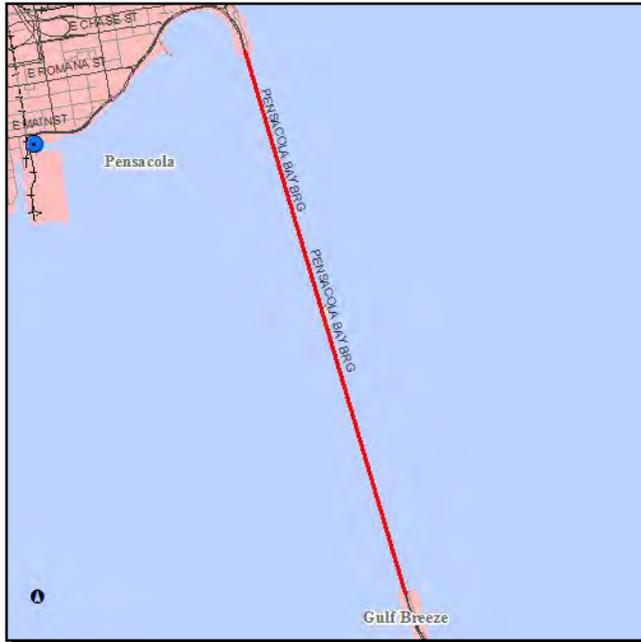
FM	Project Name	2011/12	2012/13	2013/14	2014/15	2015/16	Total
<b>DTDF - TRANS DISADV - TRUST FUND</b>							
2270812	ESCAMBIA CO.	25,407	25,407	25,407	23,368	23,368	<b>122,957</b>
2271181	SANTA ROSA	305,382	314,178	299,075	326,571	326,571	<b>1,571,777</b>
2271182	SANTA ROSA CO.	21,369	21,369	21,369	19,922	19,922	<b>103,951</b>
<b>Total</b>		<b>873,099</b>	<b>895,359</b>	<b>839,207</b>	<b>923,235</b>	<b>923,235</b>	<b>4,454,135</b>
<b>TMBC - GARCON POINT BRIDGE</b>							
4168131	GARCON POINT TOLL	73,685	73,685	73,685	73,685	73,685	<b>368,425</b>
<b>Total</b>		<b>73,685</b>	<b>73,685</b>	<b>73,685</b>	<b>73,685</b>	<b>73,685</b>	<b>368,425</b>
<b>TOBC - GARCON POINT BRIDGE</b>							
4050151	TOLL OPERATIONS	1,320,924	1,378,803	916,525	911,000	925,000	<b>5,452,252</b>
<b>Total</b>		<b>1,320,924</b>	<b>1,378,803</b>	<b>916,525</b>	<b>911,000</b>	<b>925,000</b>	<b>5,452,252</b>
<b>TRIP - TRIP</b>							
4210111	SR 292 PERDIDO KEY	0	0	1,366,000	0	0	<b>1,366,000</b>
4219941	CR 197A WOODBINE RD	0	1,000,000	0	0	0	<b>1,000,000</b>
<b>Total</b>		<b>0</b>	<b>1,000,000</b>	<b>1,366,000</b>	<b>0</b>	<b>0</b>	<b>2,366,000</b>

**Section 1 - Bridge**

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**4093341**

**SR30 (US98)**



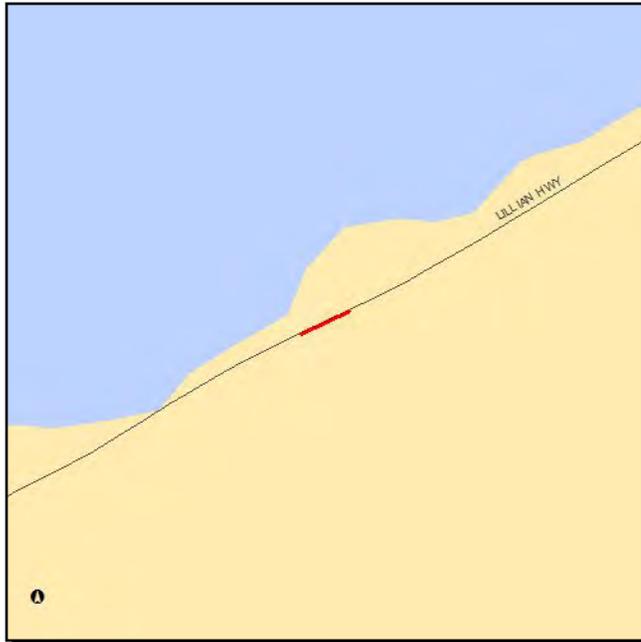
**Work Summary:** BRIDGE REPLACEMENT **From:** Pensacola Bay Bridge #480035  
**L RTP Number:** 24 (page 7-8) **To:**  
**Lead Agency:** FDOT **Length:** 2.967

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PE (32)	BRT	0	2,208,638	0	0	0	2,208,638
PE (32)	ACBR	0	0	4,000,000	0	0	4,000,000
PE (31)	ACBR	0	0	400,000	0	0	400,000
<b>Total</b>		<b>0</b>	<b>2,208,638</b>	<b>4,400,000</b>	<b>0</b>	<b>0</b>	<b>6,608,638</b>

**Project Description:** PD&E to replace Pensacola Bay/3 Mile/Phillip D. Beall Sr. Bridge Design Build Phase 32 to set R/W

**4093953**

**SR 298 LILLIAN HWY**



**Work Summary:** BRIDGE REPAIR/REHABILITATION  
**From:** OVER MILLVIEW BAYOU  
**To:** BRIDGE NO. 480022  
**Lead Agency:** FDOT  
**Length:** .045

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PE (31)	DIH	5,000	0	0	0	0	<b>5,000</b>
CEI (62)	BRRP	0	13,871	0	0	0	<b>13,871</b>
CEI (61)	DIH	0	1,067	0	0	0	<b>1,067</b>
CST (52)	BRRP	0	31,567	0	0	0	<b>31,567</b>
<b>Total</b>		<b>5,000</b>	<b>46,505</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>51,505</b>

**Project Description:** Install Rip Rap

**4212431**

**SR 10 (US 90)**



**Work Summary:** BRIDGE REPLACEMENT **From:** OVER WHITE RIVER  
**To:** BRIDGE NO. 580055  
**Lead Agency:** FDOT **Length:** 0.544

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CEI (62)	BNBR	2,013,303	0	0	0	0	<b>2,013,303</b>
CEI (61)	DIH	137,480	0	0	0	0	<b>137,480</b>
CST (52)	BNBR	7,892,240	0	0	0	0	<b>7,892,240</b>
CST (52)	ACBR	7,132,901	0	0	0	0	<b>7,132,901</b>
<b>Total</b>		<b>17,175,924</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>17,175,924</b>

**Project Description:** Replace low level bridge due to structural deficiency; demolish existing bridge & reconstruct two 12' travel lanes with 10' shoulders

**4212441**

**SR 10 (US 90)**



**Work Summary:** BRIDGE REPLACEMENT **From:** OVER BASS HOLE COVE  
**To:** BRIDGE NO. 580057  
**Lead Agency:** FDOT **Length:** 0.418

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CEI (61)	ACBR	58,961	0	0	0	0	<b>58,961</b>
CST (52)	ACBR	5,471,760	0	0	0	0	<b>5,471,760</b>
CEI (62)	ACBR	802,011	0	0	0	0	<b>802,011</b>
<b>Total</b>		<b>6,332,732</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,332,732</b>

**Project Description:** Replace low level bridge due to structural deficiency; demolish existing bridge & reconstruct two 12' travel lanes with 10' shoulders

**4213111**

**BELLVIEW AVENUE**



**Work Summary:** BRIDGE REPLACEMENT **From:** OVER TURNERS CREEK  
**To:** BRIDGE NO. 484073  
**Lead Agency:** FDOT **Length:** 0.006

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CST (52)	BRTZ	970,737	0	0	0	0	<b>970,737</b>
CEI (61)	BRTZ	12,716	0	0	0	0	<b>12,716</b>
CEI (62)	BRTZ	260,744	0	0	0	0	<b>260,744</b>
<b>Total</b>		<b>1,244,197</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,244,197</b>

**Project Description:** Replace low level bridge east of Mobile Hwy and north of Michigan Ave

**4228951**

**BAUER ROAD**

**Work Summary:** BRIDGE REPLACEMENT **From:** OVER UNNAMED BRANCH  
**To:** BRIDGE NO. 484078  
**Lead Agency:** FDOT **Length:** 0.011

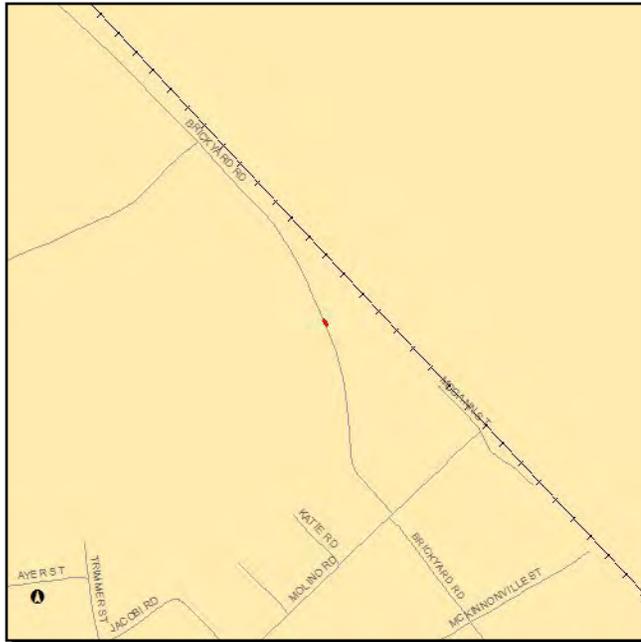


Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CST (52)	BRTZ	0	1,393,427	0	0	0	1,393,427
CEI (61)	BRTZ	0	15,815	0	0	0	15,815
CEI (62)	BRTZ	0	402,656	0	0	0	402,656
<b>Total</b>		<b>0</b>	<b>1,811,898</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,811,898</b>

**Project Description:** Replace low level bridge east of Sorrento Rd (SR292) and north of Dog Track Rd (CR297)

**4228971**

**BRICKYARD ROAD**



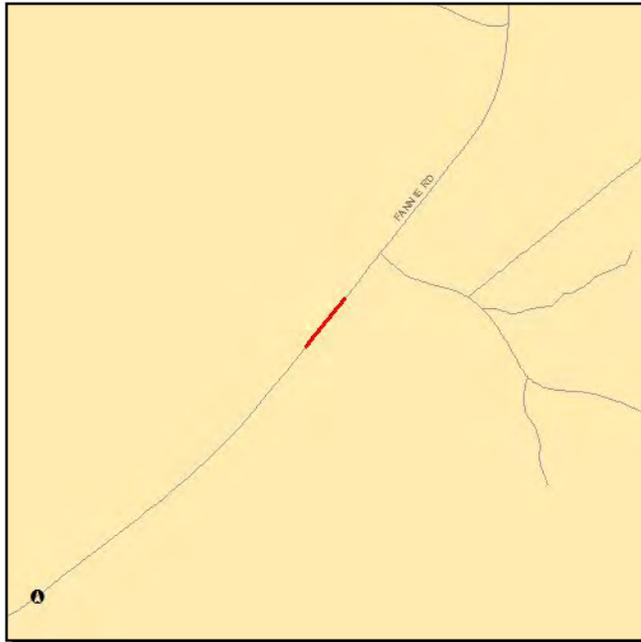
**Work Summary:** BRIDGE REPLACEMENT **From:** OVER UNNAMED BRANCH  
**To:** BRIDGE NO. 484053  
**Lead Agency:** FDOT **Length:** .005

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PE (31)	BRTZ	12,000	0	0	0	0	<b>12,000</b>
PE (32)	BRTZ	450,000	0	0	0	0	<b>450,000</b>
ROW (43)	BRTZ	0	81,151	0	0	0	<b>81,151</b>
ROW (41)	BRTZ	0	42,849	0	0	0	<b>42,849</b>
ROW (4B)	BRTZ	0	25,174	0	0	0	<b>25,174</b>
CST (52)	BRTZ	0	0	1,577,019	0	0	<b>1,577,019</b>
CEI (61)	BRTZ	0	0	17,899	0	0	<b>17,899</b>
CEI (62)	BRTZ	0	0	295,336	0	0	<b>295,336</b>
<b>Total</b>		<b>462,000</b>	<b>149,174</b>	<b>1,890,254</b>	<b>0</b>	<b>0</b>	<b>2,501,428</b>

**Project Description:** This project is NOT within the TPO planning area.  
 Replace low level bridge east of Molino.

**4228981**

**FANNIE ROAD**



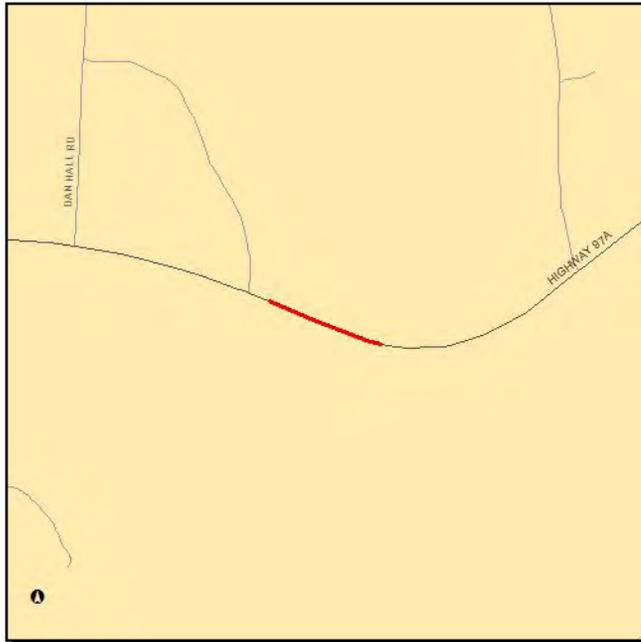
**Work Summary:** BRIDGE REPLACEMENT **From:**  
**To:** BRIDGE NO. 484045  
**Lead Agency:** FDOT **Length:** 0.023

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
ROW (4B)	BRTZ	0	13,859	0	0	0	13,859
ROW (43)	BRTZ	0	23,827	0	0	0	23,827
ROW (41)	BRTZ	0	22,174	0	0	0	22,174
CST (52)	BRTZ	0	0	2,641,442	0	0	2,641,442
CEI (61)	BRTZ	0	0	29,980	0	0	29,980
CEI (62)	BRTZ	0	0	436,630	0	0	436,630
<b>Total</b>		<b>0</b>	<b>59,860</b>	<b>3,108,052</b>	<b>0</b>	<b>0</b>	<b>3,167,912</b>

**Project Description:** This project is NOT within the TPO Planning Area. Replace low level bridge northeast of Century.

**4229001**

**CR 97A**



**Work Summary:** BRIDGE REPLACEMENT **From:** OVER W FORK OF BOGGY CK  
**To:** BRIDGE NO. 480106  
**Lead Agency:** FDOT **Length:** 0.123

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CST (52)	BRTZ	0	3,607,297	0	0	0	<b>3,607,297</b>
CEI (61)	BRTZ	0	37,228	0	0	0	<b>37,228</b>
CEI (62)	BRTZ	0	573,203	0	0	0	<b>573,203</b>
<b>Total</b>		<b>0</b>	<b>4,217,728</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,217,728</b>

**Project Description:** Replace low level bridge west of Bay Springs  
 This project is NOT within the TPO Planning Area

**4229071**

**SR 10 (US 90)**



**Work Summary:** BRIDGE REPLACEMENT **From:** OVER MACAVIS BAYOU  
**To:** BRIDGE NO. 580013  
**Lead Agency:** FDOT **Length:** 0.436

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
ROW (45)	ACBR	82,509	0	0	0	0	<b>82,509</b>
ROW (43)	ACBR	1,070,796	0	0	0	0	<b>1,070,796</b>
PE (31)	DIH	605	0	0	0	0	<b>605</b>
ROW (41)	ACBR	93,150	0	0	0	0	<b>93,150</b>
ROW (4B)	ACBR	141,304	0	0	0	0	<b>141,304</b>
PE (32)	BNBR	38,955	0	0	0	0	<b>38,955</b>
CEI (61)	ACBR	0	55,744	0	0	0	<b>55,744</b>
CEI (62)	ACBR	0	1,218,156	0	0	0	<b>1,218,156</b>
CST (52)	ACBR	0	5,788,601	0	0	0	<b>5,788,601</b>
<b>Total</b>		<b>1,427,319</b>	<b>7,062,501</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8,489,820</b>

**Project Description:** Replace low level bridge in Milton - Structurally Deficient

**4235912**

**SR 8 (I-10)**



**Work Summary:**

BRIDGE REPAIR/  
REHABILITATION

**From:**

BLACKWATER RIVER BRIDGE

**To:**

BRIDGE NOS. 580167 & 168

**Lead Agency:**

FDOT

**Length:**

0.589

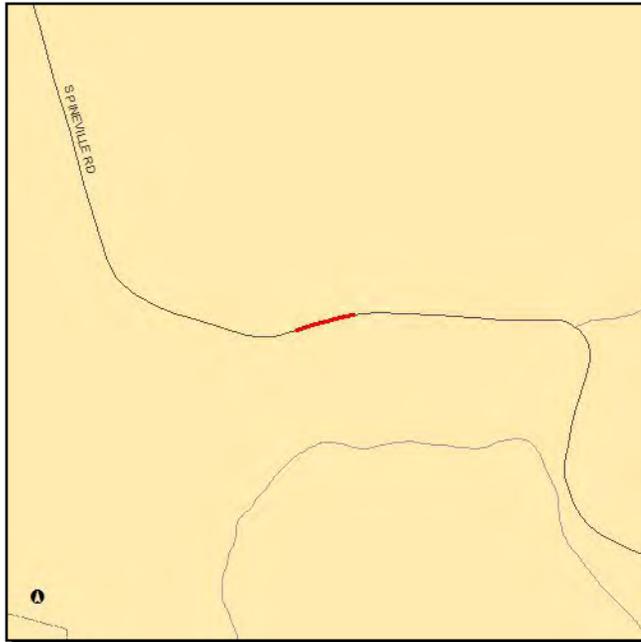
Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CEI (61)	DIH	79,052	0	0	0	0	<b>79,052</b>
CST (52)	BRRP	603,454	0	0	0	0	<b>603,454</b>
<b>Total</b>		<b>682,506</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>682,506</b>

**Project Description:**

Bridge painting

**4244581**

**S. PINEVILLE ROAD**



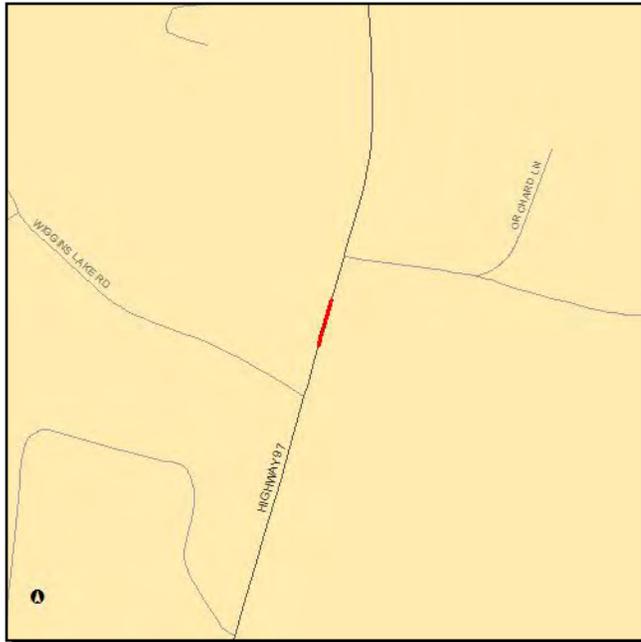
**Work Summary:** BRIDGE REPLACEMENT **From:** BRUSHY CREEK BRIDGE  
**To:** BRIDGE NO. 484007  
**Lead Agency:** FDOT **Length:** 0.012

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
ROW (4B)	BRTZ	0	5,544	0	0	0	<b>5,544</b>
ROW (43)	BRTZ	0	64,122	0	0	0	<b>64,122</b>
ROW (41)	BRTZ	0	8,315	0	0	0	<b>8,315</b>
CST (52)	BRTZ	0	0	2,338,285	0	0	<b>2,338,285</b>
CEI (61)	BRTZ	0	0	26,543	0	0	<b>26,543</b>
CEI (62)	BRTZ	0	0	523,450	0	0	<b>523,450</b>
<b>Total</b>		<b>0</b>	<b>77,981</b>	<b>2,888,278</b>	<b>0</b>	<b>0</b>	<b>2,966,259</b>

**Project Description:** This project is NOT within the TPO Planning Area.  
 Replace low level bridge.

**4255191**

**SR 97**



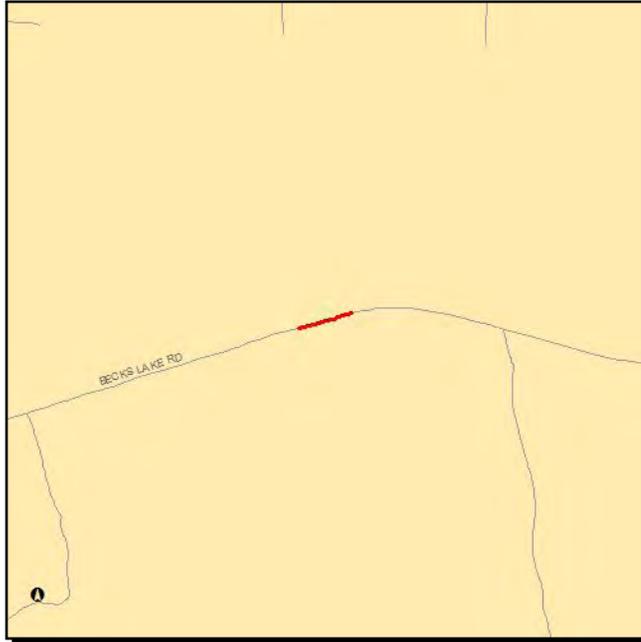
**Work Summary:** BRIDGE REPLACEMENT **From:** LITTLE PINE BARREN CREEK  
**To:** BRIDGE NO.480017  
**Lead Agency:** FDOT **Length:** 0.014

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
ROW (4B)	ACBR	0	25,281	0	0	0	25,281
ROW (43)	ACBR	0	107,889	0	0	0	107,889
ROW (41)	ACBR	0	24,103	0	0	0	24,103
CEI (61)	ACBR	0	0	0	28,559	0	28,559
CST (52)	ACBR	0	0	0	2,516,239	0	2,516,239
CEI (62)	ACBR	0	0	0	500,212	0	500,212
<b>Total</b>		<b>0</b>	<b>157,273</b>	<b>0</b>	<b>3,045,010</b>	<b>0</b>	<b>3,202,283</b>

**Project Description:** This project is NOT within the TPO Planning Area.  
 Replace low level bridge over Little Pina Barren Creek.

**4262331**

**BECK'S LAKE ROAD**



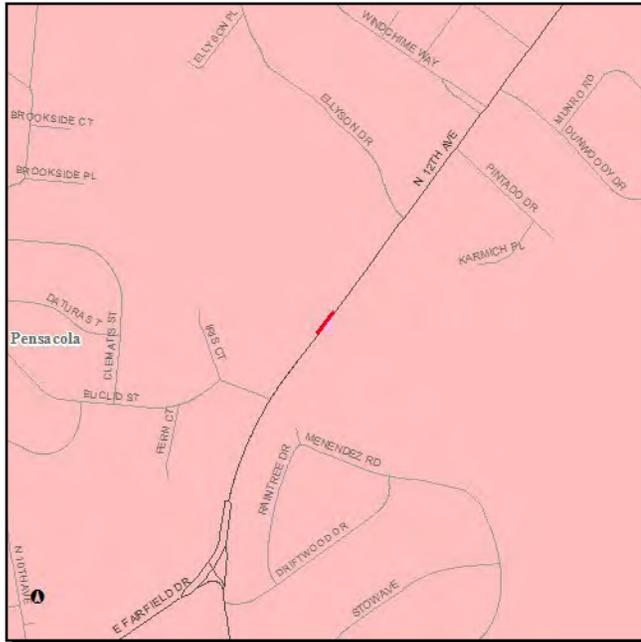
**Work Summary:** BRIDGE REPLACEMENT **From:** OVER UNNAMED BRANCH BR.  
**To:** BRIDGE NO. 484036  
**Lead Agency:** FDOT **Length:** 0.006

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
ROW (4B)	BRTZ	0	17,296	0	0	0	17,296
ROW (41)	BRTZ	0	21,425	0	0	0	21,425
ROW (43)	BRTZ	0	81,213	0	0	0	81,213
CST (52)	BRTZ	0	0	0	1,774,449	0	1,774,449
CEI (61)	BRTZ	0	0	0	20,140	0	20,140
CEI (62)	BRTZ	0	0	0	303,164	0	303,164
<b>Total</b>		<b>0</b>	<b>119,934</b>	<b>0</b>	<b>2,097,753</b>	<b>0</b>	<b>2,217,687</b>

**Project Description:** Replace low level bridge in N. Gonzalez

**4300021**

**12TH AVENUE**



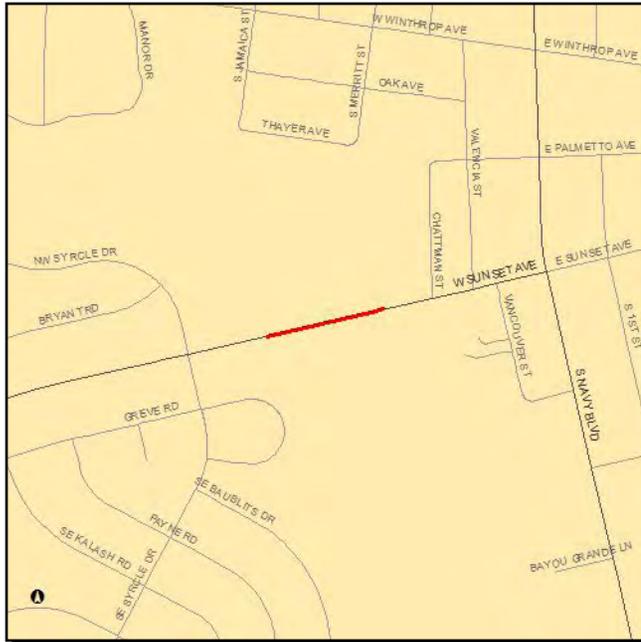
**Work Summary:** BRIDGE REPLACEMENT **From:** BAYOU TEXAR BRIDGE  
**To:** BRIDGE NO. 485005  
**Lead Agency:** FDOT **Length:** 0.020

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PE (32)	ACBR	650,000	0	0	0	0	<b>650,000</b>
PE (31)	ACBR	128,859	0	0	0	0	<b>128,859</b>
ROW (43)	ACBR	0	819,835	0	0	0	<b>819,835</b>
ROW (41)	ACBR	0	53,561	0	0	0	<b>53,561</b>
ROW (4B)	ACBR	0	45,313	0	0	0	<b>45,313</b>
CEI (61)	ACBR	0	0	0	56,535	0	<b>56,535</b>
CEI (62)	ACBR	0	0	0	939,675	0	<b>939,675</b>
CST (52)	ACBR	0	0	0	5,870,789	0	<b>5,870,789</b>
<b>Total</b>		<b>778,859</b>	<b>918,709</b>	<b>0</b>	<b>6,866,999</b>	<b>0</b>	<b>8,564,567</b>

**Project Description:** Replace low level bridge

**4300031**

**CR 292A SUNSET AVE**



**Work Summary:** BRIDGE REPLACEMENT **From:** BAYOU GRANDE BRIDGE  
**To:** BRIDGE NO. 480096  
**Lead Agency:** FDOT **Length:** 0.114

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PE (32)	ACBR	1,100,000	0	0	0	0	<b>1,100,000</b>
PE (31)	ACBR	191,103	0	0	0	0	<b>191,103</b>
ROW (4B)	ACBR	0	41,456	0	0	0	<b>41,456</b>
ROW (43)	ACBR	0	448,516	0	0	0	<b>448,516</b>
ROW (41)	ACBR	0	24,103	0	0	0	<b>24,103</b>
CEI (61)	ACBR	0	0	0	83,845	0	<b>83,845</b>
CST (52)	ACBR	0	0	0	8,706,645	0	<b>8,706,645</b>
CEI (62)	ACBR	0	0	0	1,392,997	0	<b>1,392,997</b>
<b>Total</b>		<b>1,291,103</b>	<b>514,075</b>	<b>0</b>	<b>10,183,487</b>	<b>0</b>	<b>11,988,665</b>

**Project Description:** Replace low level bridge

**4300041**

**STEFANI ROAD**

**Work Summary:** BRIDGE REPLACEMENT **From:** OVER UNNAMED BRANCH  
**To:** BRIDGE NO. 480041  
**Lead Agency:** FDOT **Length:** 0.006



Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PE (32)	ACBR	550,000	0	0	0	0	<b>550,000</b>
PE (31)	ACBR	34,660	0	0	0	0	<b>34,660</b>
ROW (4B)	ACBR	0	24,531	0	0	0	<b>24,531</b>
ROW (43)	ACBR	0	151,482	0	0	0	<b>151,482</b>
ROW (41)	ACBR	0	24,103	0	0	0	<b>24,103</b>
CEI (61)	ACBR	0	0	0	17,923	0	<b>17,923</b>
CST (52)	ACBR	0	0	0	1,579,089	0	<b>1,579,089</b>
CEI (62)	ACBR	0	0	0	268,804	0	<b>268,804</b>
<b>Total</b>		<b>584,660</b>	<b>200,116</b>	<b>0</b>	<b>1,865,816</b>	<b>0</b>	<b>2,650,592</b>

**Project Description:** Replace low level bridge

**Section 2 - Capacity**

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**2184291**

**SR 742 Burgess Road**



**Work Summary:** RIGHT OF WAY - FUTURE CAPACITY

**From:** SR95 (US29)

**To:** Hillburn Drive

**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PE (32)	SU	1,100,000	0	0	0	0	1,100,000
<b>Total</b>		<b>1,100,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,100,000</b>

**Project Description:** Burgess - Creighton Extension Project.

**2186031**

**SR 95 (US 29)**



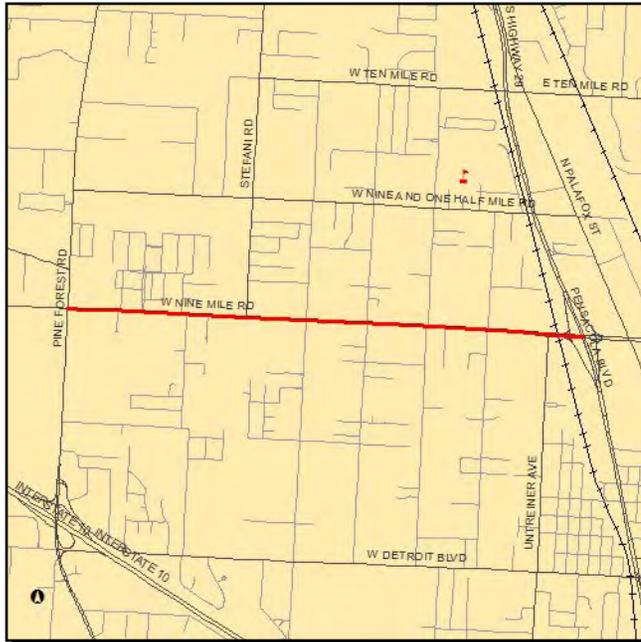
**Work Summary:** RIGHT OF WAY - FUTURE CAPACITY  
**From:** FROM SR 8 (I-10)  
**L RTP Number:** 15 (page 7-9)  
**To:** TO N OF SR 10 (US90A) 9MI  
**Lead Agency:** FDOT  
**Length:** 2.584

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
ROW (43)	ACNH	0	0	12,101,822	0	0	12,101,822
ROW (41)	ACEN	0	0	565,446	0	0	565,446
ROW (4B)	ACEN	0	0	1,188,213	0	0	1,188,213
ROW (43)	ACEN	0	0	9,287,681	0	0	9,287,681
ROW (45)	ACEN	0	0	254,678	0	0	254,678
<b>Total</b>		<b>0</b>	<b>0</b>	<b>23,397,840</b>	<b>0</b>	<b>0</b>	<b>23,397,840</b>

**Project Description:** SIS Priority #2  
 Right-of-way (ROW) acquisition for future 6-lane with bike lanes and sidewalks.

**2186052**

**SR 10 (US 90A) 9 MI**



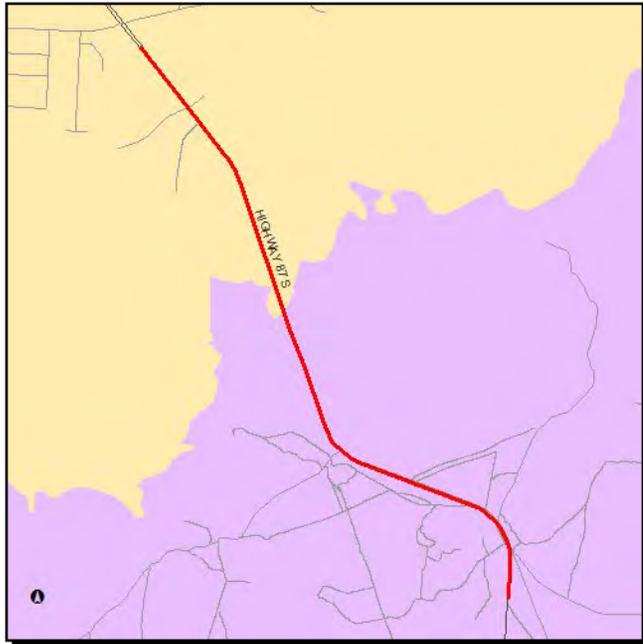
**Work Summary:** RIGHT OF WAY - FUTURE CAPACITY  
**From:** FROM SR 297 PINE FOREST  
**L RTP Number:** 9 (page 7-8)  
**To:** TO SR 95 (US 29)  
**Lead Agency:** FDOT  
**Length:** 2.161

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
ROW (43)	SU	0	0	0	2,129,861	0	2,129,861
ROW (41)	DIH	0	0	0	183,604	0	183,604
ROW (4B)	SU	0	0	0	132,000	0	132,000
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>2,445,465</b>	<b>0</b>	<b>2,445,465</b>

**Project Description:** Non-SIS Project Priority #7  
 Acquire Right-of-way (ROW) for future 4-lane of 9 Mile Rd.

**2204427**

**SR 87**



**Work Summary:** ADD LANES & RECONSTRUCT

**From:** FROM 2 MI S YELLOW RIVER

**To:** TO CR 184

**Lead Agency:** FDOT

**Length:** 4.156

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
ENV (C8)	DEMW	1,362,582	0	0	0	0	1,362,582
<b>Total</b>		<b>1,362,582</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,362,582</b>

**Project Description:** Mitigation for 13 acres of wetlands for future 4-lane including parallel bridge over the Yellow River.

**2224771**

**SR 8 (I-10)**



**Work Summary:** ADD LANES & RECONSTRUCT  
**L RTP Number:** 13 (page 7-9)  
**Lead Agency:** FDOT  
**From:** FROM SR 291 DAVIS HIGHWAY  
**To:** TO SR 10A (US 90) SCENIC  
**Length:** 2.886

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
ROW (41)	ACNH	188,370	0	0	0	0	188,370
PE (31)	DIH	1,357	0	0	0	0	1,357
ROW (43)	ACNH	6,042,300	0	0	0	0	6,042,300
ROW (4B)	ACNH	616,343	0	0	0	0	616,343
ROW (45)	ACNH	58,800	0	0	0	0	58,800
CST (52)	ACNH	0	0	22,999,880	0	0	22,999,880
CST (52)	GMR	0	0	15,916,710	0	0	15,916,710
CEI (61)	ACNH	0	0	315,600	0	0	315,600
CEI (62)	ACNH	0	0	4,268,000	0	0	4,268,000
<b>Total</b>		<b>6,907,170</b>	<b>0</b>	<b>43,500,190</b>	<b>0</b>	<b>0</b>	<b>50,407,360</b>

**Project Description:** SIS Project Priority #2  
 6-lane of I-10  
 Replacement of Scenic Hwy overpass at I-10 with new 4-lane overpass

**4097926**

**SR 290 OLIVE ROAD**



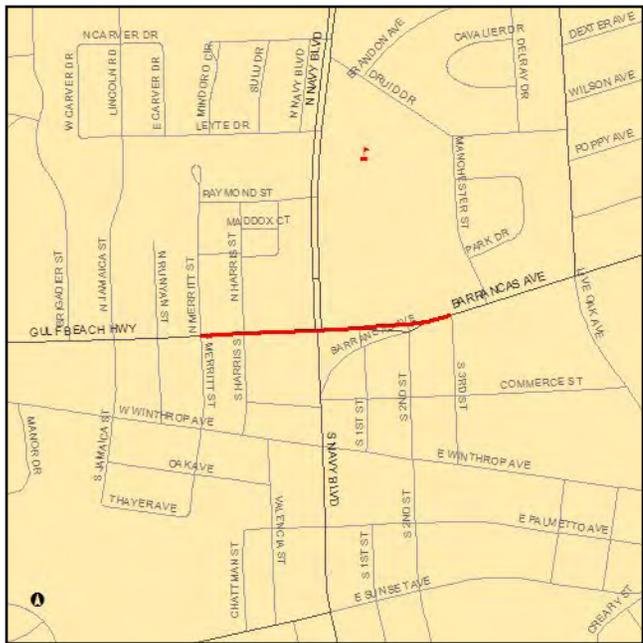
**Work Summary:** ADD TURN LANE(S)      **From:** FROM CR 95A OLD PALAFOX  
**L RTP Number:** 1 (page 7-8)      **To:** TO SR 10A (US 90) SCENIC  
**Lead Agency:** FDOT      **Length:** 5.471

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CST (58)	SU	0	1,058,906	0	0	0	1,058,906
<b>Total</b>		<b>0</b>	<b>1,058,906</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,058,906</b>

**Project Description:** Non-SIS Project Priority #2  
Operational improvements/Turn lanes

**4097927**

**SR292 Gulf Beach Hwy**



**Work Summary:** ADD TURN LANE(S) **From:** Merritt Street  
**L RTP Number:** 1 (page 7-8) **To:** South 3rd Street  
**Lead Agency:** FDOT **Length:** 0.326

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PE (31)	DIH	849	0	0	0	0	<b>849</b>
ROW (43)	SU	0	2,036,895	0	0	0	<b>2,036,895</b>
ROW (41)	SU	0	88,376	0	0	0	<b>88,376</b>
ROW (45)	SU	0	55,125	0	0	0	<b>55,125</b>
ROW (4B)	SU	0	259,386	0	0	0	<b>259,386</b>
CEI (61)	SU	0	0	181,657	0	0	<b>181,657</b>
CST (52)	SU	0	0	1,452,359	0	0	<b>1,452,359</b>
<b>Total</b>		<b>849</b>	<b>2,439,782</b>	<b>1,634,016</b>	<b>0</b>	<b>0</b>	<b>4,074,647</b>

**Project Description:** Non-SIS Project Priority #2  
 Operational improvements on Gulf Beach Hwy including additional westbound thru lane at Navy Blvd.

**4097928**

**SANTA ROSA COUNTY**



**Work Summary:** CORRIDOR/SUBAREA PLANNING  
**From:** PLANNING STUDIES UPDATES  
**LRTP Number:** 3 (page 7-8)  
**To:** SR30 (US98) & SR10 (US90)  
**Lead Agency:** TPO  
**Length:** 24

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PLN (18)	SU	150,000	0	0	0	0	150,000
<b>Total</b>		<b>150,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>150,000</b>

**Project Description:** Non-SIS Project Priority #3  
 Corridor Management Plan (CMP) looking at operational and safety improvements.

**4097929**

**ESCAMBIA COUNTY**



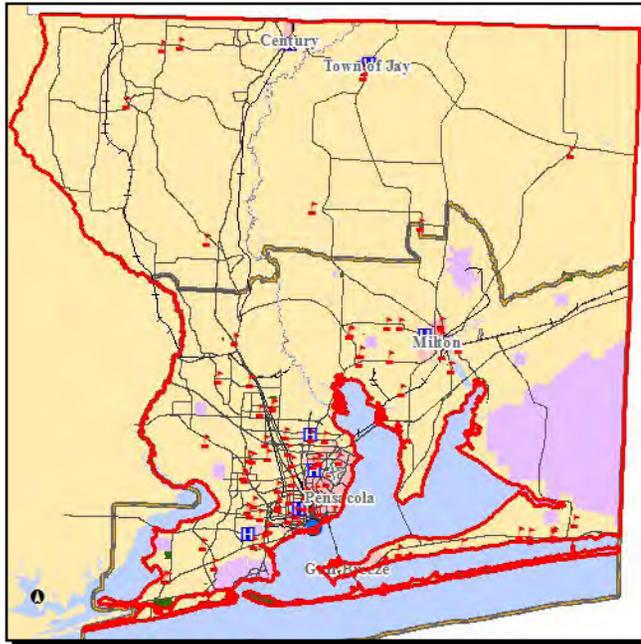
**Work Summary:** CORRIDOR/SUBAREA PLANNING  
**From:** PLANNING STUDIES UPDATES  
**LRTP Number:** 3 (page 7-8)  
**To:**  
**Lead Agency:** TPO  
**Length:** 0.100

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PLN (18)	SU	0	150,000	150,000	150,000	150,000	<b>600,000</b>
<b>Total</b>		<b>0</b>	<b>150,000</b>	<b>150,000</b>	<b>150,000</b>	<b>150,000</b>	<b>600,000</b>

**Project Description:** Non-SIS Project Priority #3  
 Corridor Management Plan (CMP) looking at operational and safety improvements.

**4125451**

**ESCAMBIA/SANTA ROSA**



**Work Summary:** TRAFFIC SIGNALS      **From:** COORD. TRAFFIC SIGNAL  
**LRTP Number:** 5 (page 7-8)      **To:** OPERATIONS  
**Lead Agency:** FDOT      **Length:** 0.004

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CST (58)	ACCM	78,790	0	107,080	109,207	0	<b>295,077</b>
CST (58)	SU	121,210	300,000	192,920	190,793	300,000	<b>1,104,923</b>
<b>Total</b>		<b>200,000</b>	<b>300,000</b>	<b>300,000</b>	<b>300,000</b>	<b>300,000</b>	<b>1,400,000</b>

**Project Description:** Non-SIS Project Priority #5  
 Updating of signal timing in Escambia and Santa Rosa Counties

**4130623**

**SR 8 (I-10)**



**Work Summary:** RIGHT OF WAY - FUTURE CAPACITY  
**L RTP Number:** 14 (page 7-9)  
**Lead Agency:** FDOT

**From:** FROM ESCAMBIA BAY BRIDGE  
**To:** TO E SR 281 AVALON BLVD  
**Length:** 2.756

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PE (31)	DIH	0	0	1,000	270,480	0	<b>271,480</b>
PE (32)	DIS	0	0	0	3,049,678	0	<b>3,049,678</b>
PE (32)	DI	0	0	0	655,122	0	<b>655,122</b>
ROW (43)	ACNH	0	0	0	0	11,454,214	<b>11,454,214</b>
ROW (41)	ACNH	0	0	0	0	19,084	<b>19,084</b>
ROW (4B)	ACNH	0	0	0	0	582,704	<b>582,704</b>
<b>Total</b>		<b>0</b>	<b>0</b>	<b>1,000</b>	<b>3,975,280</b>	<b>12,056,002</b>	<b>16,032,282</b>

**Project Description:** Non-SIS Project Priority #3  
 Design and Right-of-way (ROW) acquisition for future 6-laning of I-10.

**4210111**

**SR 292 PERDIDO KEY**



**Work Summary:** PRELIM ENG FOR FUTURE CAPACITY  
**From:** FROM ALABAMA STATE LINE  
**L RTP Number:** 18 (page 7-9)  
**To:** TO INNERARITY POINT RD  
**Lead Agency:** FDOT  
**Length:** 6.956

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PE (38)	TRIP	0	0	1,366,000	0	0	1,366,000
PE (38)	LF	0	0	1,366,000	0	0	1,366,000
<b>Total</b>		<b>0</b>	<b>0</b>	<b>2,732,000</b>	<b>0</b>	<b>0</b>	<b>2,732,000</b>

**Project Description:** Local/Alternative Funded (non-ranked) Project Priority  
 Funded by the Transportation Regional Incentive Program(TRIP)  
 Design of future 4-lane of Perdido Key Rd.

**4219941**

**CR 197A WOODBINE RD**



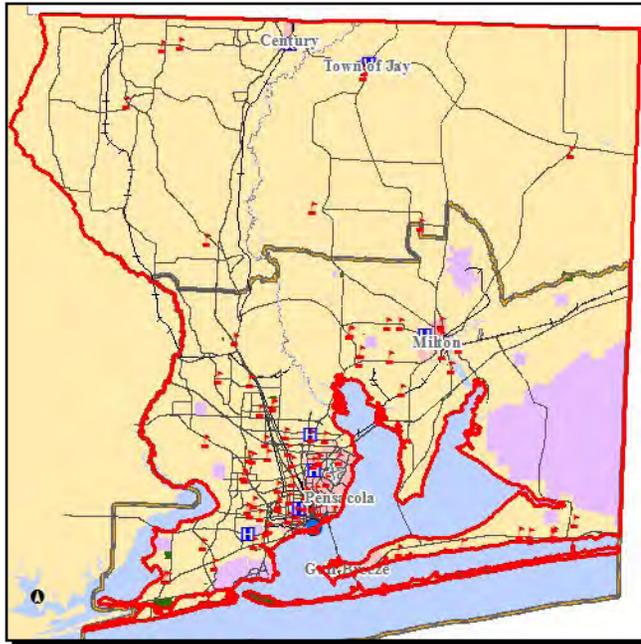
**Work Summary:** RIGHT OF WAY - FUTURE CAPACITY  
**From:** FROM SR 10 (US 90)  
**L RTP Number:** 21 (page 7-9)  
**To:** TO CR 184  
**Lead Agency:** FDOT  
**Length:** 3.725

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
ROW (48)	LF	0	1,000,000	0	0	0	1,000,000
ROW (48)	TRIP	0	1,000,000	0	0	0	1,000,000
<b>Total</b>		<b>0</b>	<b>2,000,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,000,000</b>

**Project Description:** Local/Alternative Funded (non-ranked) Project Priority  
 Funded by the Transportation Regional Incentive Program(TRIP)  
 Right-of-way (ROW) acquisition for improvements to Five Points intersection.

**4280581**

**ADVANCED TRAFFIC**

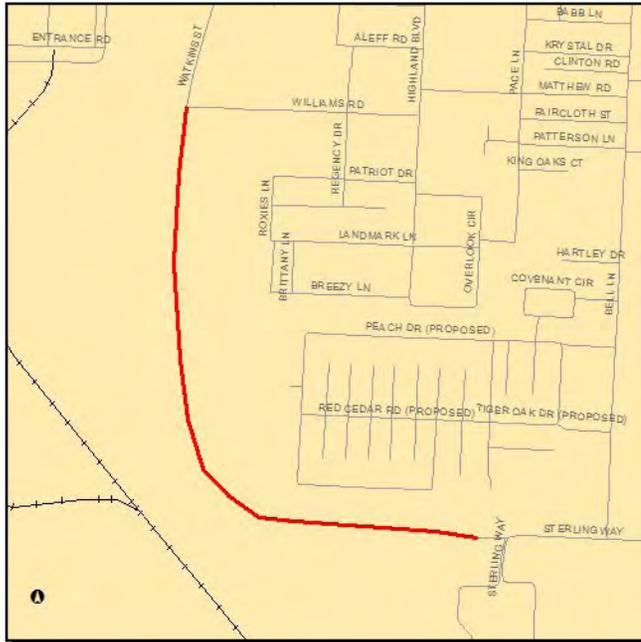


**Work Summary:** TRAFFIC CONTROL DEVICES/SYSTEM      **From:** MANAGEMENT SYSTEM  
**LRTP Number:** 11 (page 7-8)      **To:** ITS PHASE I  
**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CST (58)	SU	0	0	1,561,092	1,386,854	2,345,318	<b>5,293,264</b>
CST (58)	ACSU	0	0	0	542,433	1,457,567	<b>2,000,000</b>
<b>Total</b>		<b>0</b>	<b>0</b>	<b>1,561,092</b>	<b>1,929,287</b>	<b>3,802,885</b>	<b>7,293,264</b>

**Project Description:** Non-SIS Project Priority #6  
 Intelligent Transportation System (ITS)

**SR1 Watkins Street Extension**



**Work Summary:**

**From:**

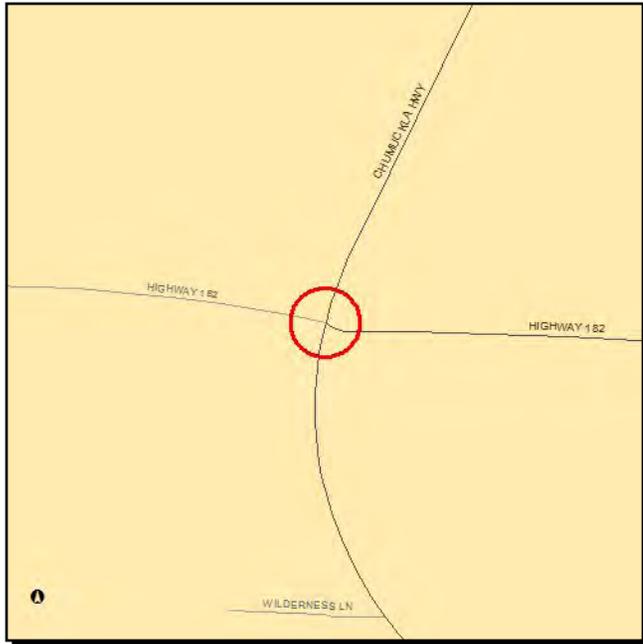
**To:**

**Lead Agency:** Santa Rosa

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CEI (6)	LF	0	0	1,200,000	0	0	1,200,000
ROW (4)	LF	0	0	2,000,000	0	0	2,000,000
<b>Total</b>		<b>0</b>	<b>0</b>	<b>3,200,000</b>	<b>0</b>	<b>0</b>	<b>3,200,000</b>

**Project Description:** Extend Watkins Street from its southern terminus to Sterling Way

**SR13 Intersection of Chumuckla Hwy**



**Work Summary:**

**From:** and Allentown Road

**To:**

**Lead Agency:** Santa Rosa

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CEI (6)	LF	0	630,000	0	0	0	630,000
<b>Total</b>		<b>0</b>	<b>630,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>630,000</b>

**Project Description:** Realignment

**SR18 Navarre Community Access Road**



**Work Summary:**

**From:**

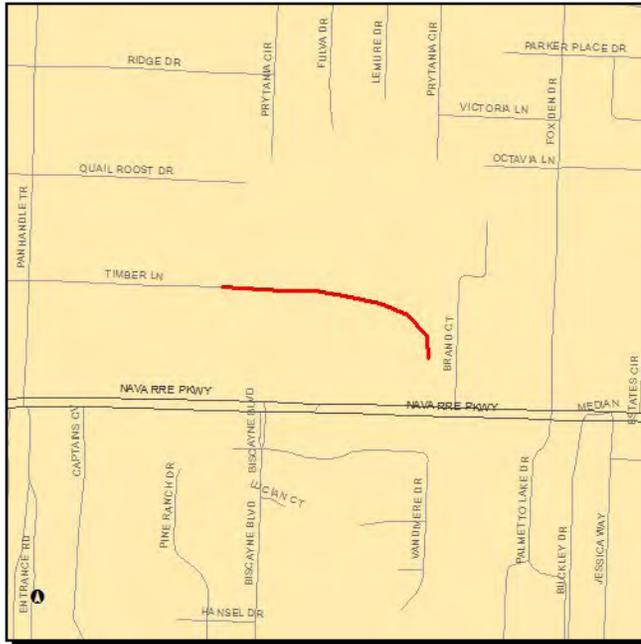
**To:**

**Lead Agency:** Santa Rosa

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CST (5)	LF	0	0	0	0	2,000,000	2,000,000
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,000,000</b>	<b>2,000,000</b>

**Project Description:** Project development study, design, ROW acquisition as needed, and construction

## SR19 Timber Lane Extension



**Work Summary:**

**From:**

**To:**

**Lead Agency:** Santa Rosa

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CST (5)	LF	1,150,000	0	0	0	0	1,150,000
<b>Total</b>		<b>1,150,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,150,000</b>

**Project Description:** Extend Timber Lane to Walmart to provide alternate route.

**Section 3 - Bike/ Pedestrian**

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**4257452**

**Navy Blvd Alternate Sidewalk (2nd St.)**



**Work Summary:** PAVE SHOULDERS  
**From:** Interbay Ave  
**L RTP Number:** 4 (page 7-8)  
**To:** Barrancas Ave  
**Lead Agency:** FDOT  
**Length:** 0.920

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CST (58)	LFR	250,000	300,000	0	600,000	0	1,150,000
CEI (61)	SU	500	0	0	0	0	500
ADM (A8)	SU	35,000	300,000	0	600,000	0	935,000
ADM (A8)	SE	90,000	0	0	0	0	90,000
CST (58)	SU	0	0	0	0	300,000	300,000
<b>Total</b>		<b>375,500</b>	<b>600,000</b>	<b>0</b>	<b>1,200,000</b>	<b>300,000</b>	<b>2,475,500</b>

**Project Description:** This project is on 2nd St, from Interbay Ave to Barrancas Ave  
 Non-SIS Project Priority #1  
 Bicycle/Pedestrian Project Priority #2

**4276401**

**BELLVIEW ELEMENTARY**



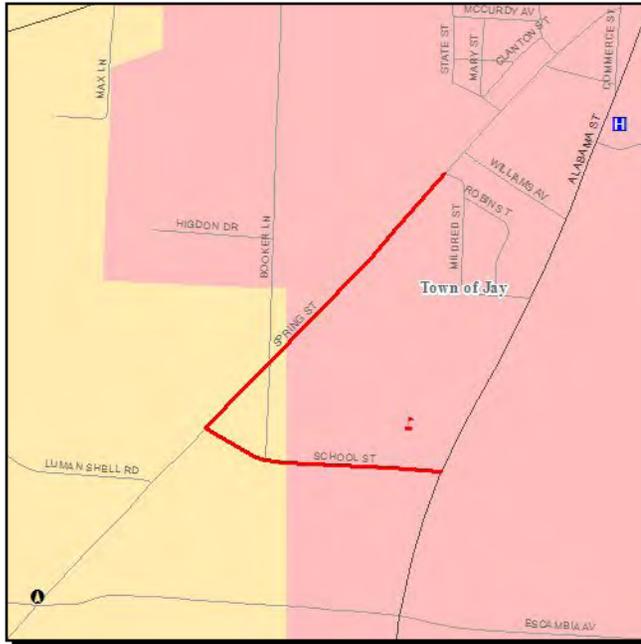
**Work Summary:** SIDEWALK      **From:** SCHOOL  
**To:** SIDEWALK PROJECT  
**Lead Agency:** FDOT      **Length:** 0.700

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CEI (61)	SR2S	0	1,000	0	0	0	<b>1,000</b>
CST (58)	SR2S	0	368,488	0	0	0	<b>368,488</b>
<b>Total</b>		<b>0</b>	<b>369,488</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>369,488</b>

**Project Description:** This project is funded through the Safe Routes to School Program

**4298681**

**Jay Elementary School**



**Work Summary:** SIDEWALK

**From:** Sidewalk Project

**To:**

**Lead Agency:** FDOT

**Length:** 0.98

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CST (58)	SR2E	167,030	0	0	0	0	<b>167,030</b>
CST (58)	SR2S	87,949	0	0	0	0	<b>87,949</b>
<b>Total</b>		<b>254,979</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>254,979</b>

**Project Description:**

This project is NOT within the TPO planning area.  
 Safe Routes to Schools Project, CTST Sponsored  
 Construct 5' sidewalks along the following:  
 CR197A (Spring St) from School St to Mildred St - 3,300'  
 School St from Spring St to SR89 (Alabama ST) - 1,800'

**SR20 Improvements on US 98 west of Navarre**



**Work Summary:**

**From:**

**To:**

**Lead Agency:** Santa Rosa

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CST (5)	LF	0	0	0	0	4,300,000	4,300,000
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,300,000</b>	<b>4,300,000</b>

**Project Description:**

**Section 4 - Enhancement**

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**4280991**

**West Spencer Field Road**



**Work Summary:** BIKE LANE/SIDEWALK **From:** Norris Road  
**To:** West Spencer Field Road  
**Lead Agency:** FDOT **Length:** 4.250

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CST (58)	SE	0	921,311	0	0	0	921,311
<b>Total</b>		<b>0</b>	<b>921,311</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>921,311</b>

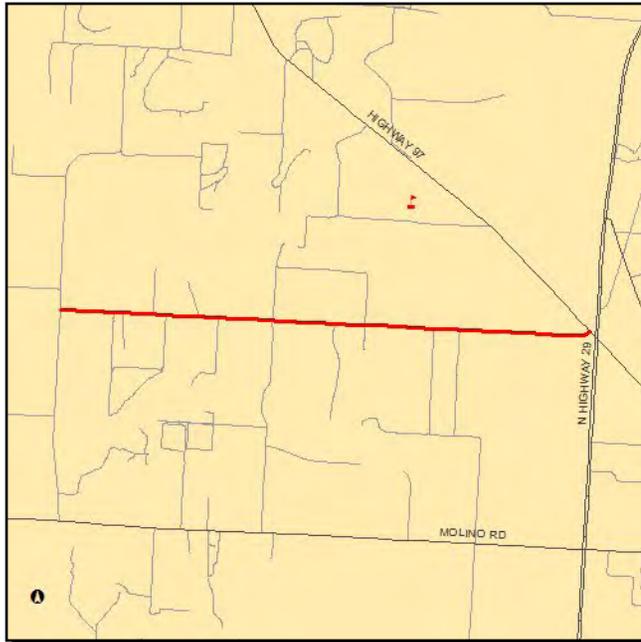
**Project Description:**

Enhancement Project Priority #1

Construct sidewalks on the west side of W. Spencer Field Road, from Norris Rd to S. Spencer Field Rd AND construct sidewalks all the way around NAS Spencer Outlying Field, on the field side of the road.

**4281191**

**CRABTREE CHURCH RD**



**Work Summary:** PAVE SHOULDERS      **From:** FROM SUNSHINE HILL ROAD  
**To:** TO SR 97  
**Lead Agency:** FDOT      **Length:** 2.594

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PE (38)	SE	138,824	0	0	0	0	138,824
CST (58)	SE	0	0	0	1,388,244	0	1,388,244
<b>Total</b>		<b>138,824</b>	<b>0</b>	<b>0</b>	<b>1,388,244</b>	<b>0</b>	<b>1,527,068</b>

**Project Description:** This project is NOT within the TPO Planning Area

**Section 5 - TSM**

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**4079382**

**ESCAMBIA COUNTY**



**Work Summary:** TRAFFIC SIGNALS      **From:** PEDESTRIAN ACTUATED  
**To:** SIGNAL PROJECT  
**Lead Agency:** FDOT      **Length:** 12.898

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CEI (61)	SU	2,748	0	0	0	0	2,748
CST (52)	SU	298,279	0	0	0	0	298,279
CEI (62)	SU	30,990	0	0	0	0	30,990
<b>Total</b>		<b>332,017</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>332,017</b>

**Project Description:**

**4079383**

**SANTA ROSA COUNTY**



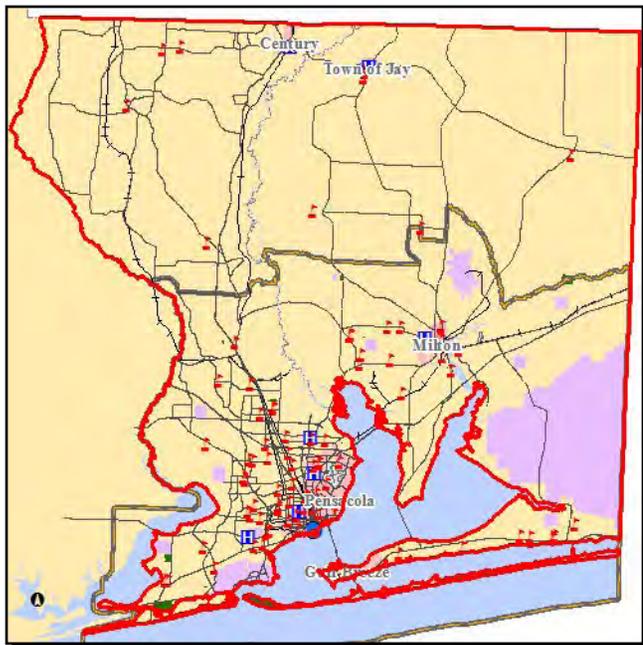
**Work Summary:** TRAFFIC SIGNALS      **From:** PEDESTRIAN ACTUATED  
**To:** SIGNAL PROJECT  
**Lead Agency:** FDOT      **Length:** 11.489

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CEI (61)	SU	4,397	0	0	0	0	<b>4,397</b>
CST (52)	SU	284,075	0	0	0	0	<b>284,075</b>
CEI (62)	SU	56,815	0	0	0	0	<b>56,815</b>
<b>Total</b>		<b>345,287</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>345,287</b>

**Project Description:**

**4147061**

**PENSACOLA ITS PROJ.**



**Work Summary:** TRAFFIC MANAGEMENT CENTERS & VIDEO MONITORING OF CENTERS  
**From:** PENSACOLA BAY BR. NO. 480035  
**To:** PENSACOLA BAY BR. NO. 480035  
**Lead Agency:** FDOT  
**Length:** 2.967

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
OPS (82)	DITS	2,604,500	2,605,000	2,604,500	2,604,561	2,604,561	13,023,122
<b>Total</b>		<b>2,604,500</b>	<b>2,605,000</b>	<b>2,604,500</b>	<b>2,604,561</b>	<b>2,604,561</b>	<b>13,023,122</b>

**Project Description:** Traffic Management Center Building & Freeway Management System & Associated Telecom Infrastructure for I-10 Urban Area and I-110 Corridor  
 Establish Reg Traffic Management Center for ITS System or renovate facility

**4256051**

**SR 10A (US 90)**



**Work Summary:** ADD LEFT TURN LANE(S)

**From:** @ BLITHEWOOD DRIVE

**To:** INTERSECTION

**Lead Agency:** FDOT

**Length:** 0.215

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CEI (61)	SU	0	5,397	0	0	0	<b>5,397</b>
CST (52)	SU	0	348,637	0	0	0	<b>348,637</b>
CEI (62)	SU	0	76,299	0	0	0	<b>76,299</b>
<b>Total</b>		<b>0</b>	<b>430,333</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>430,333</b>

**Project Description:**

Committed TSM Project Priority  
 Construction of Northbound Left Turn Lane(s) with 100' of storage

**4276481**

**SR 296 BEVERLY PKWY**



**Work Summary:** ADD RIGHT TURN LANE(S)  
**From:** @ CR 453 W STREET  
**To:** INTERSECTION  
**Lead Agency:** FDOT  
**Length:** 0.012

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
ROW (43)	SU	0	863,990	0	0	0	<b>863,990</b>
ROW (41)	DIH	0	11,087	0	0	0	<b>11,087</b>
ROW (4B)	SU	0	8,315	0	0	0	<b>8,315</b>
CEI (61)	SU	0	0	5,570	0	0	<b>5,570</b>
CST (52)	SU	0	0	359,779	0	0	<b>359,779</b>
CEI (62)	SU	0	0	89,439	0	0	<b>89,439</b>
<b>Total</b>		<b>0</b>	<b>883,392</b>	<b>454,788</b>	<b>0</b>	<b>0</b>	<b>1,338,180</b>

**Project Description:** Committed TSM Project Priority  
 TOPS TSM Project; Construct eastbound right turn lane with 125' of storage; R/W Est 10/22/09

**4296681**

**CR 197 N CHUMUCKLA**



**Work Summary:**

**From:** FROM CR 182

**To:** TO SR 89

**Lead Agency:** FDOT

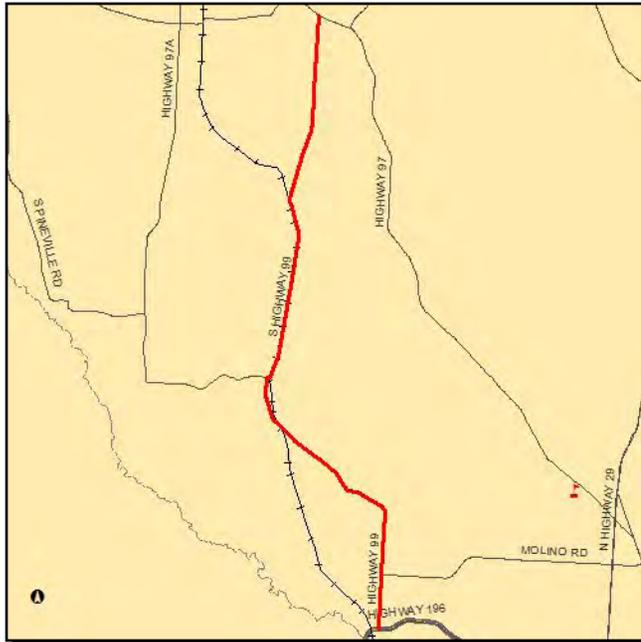
**Length:** 12.817

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PE (32)	HRRR	0	0	200,000	0	0	<b>200,000</b>
PE (31)	HRRR	0	0	20,000	0	0	<b>20,000</b>
<b>Total</b>		<b>0</b>	<b>0</b>	<b>220,000</b>	<b>0</b>	<b>0</b>	<b>220,000</b>

**Project Description:** This project is NOT within the TPO planning area.  
This is a safety study

**4296701**

**CR 99 SOUTH HWY 99**



**Work Summary:**

**From:** FROM CR 196

**To:** TO SR 97

**Lead Agency:** FDOT

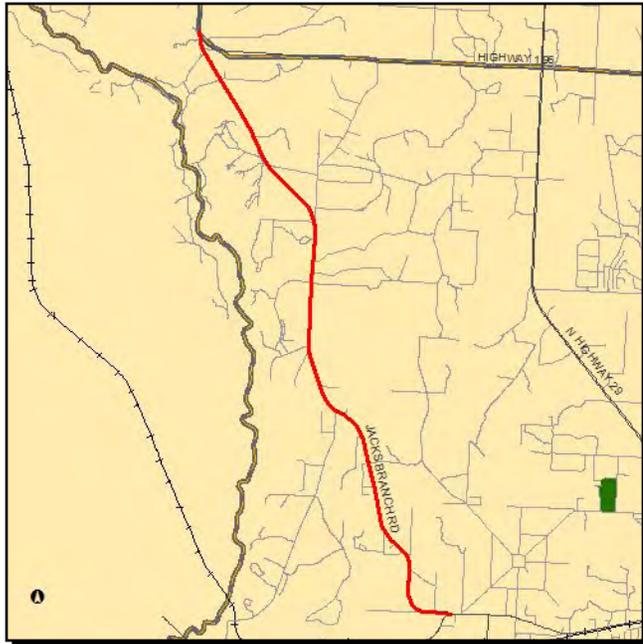
**Length:** 15

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PE (32)	HSP	0	0	275,000	0	0	<b>275,000</b>
PE (31)	HSP	0	0	27,500	0	0	<b>27,500</b>
<b>Total</b>		<b>0</b>	<b>0</b>	<b>302,500</b>	<b>0</b>	<b>0</b>	<b>302,500</b>

**Project Description:** This project is outside the TPO boundary  
This is a safety study

**4296781**

**CR 97 JACKS BRANCH**



**Work Summary:**

**From:** FROM CR 184 MUSCOGEE ROAD

**To:** TO CR 196

**Lead Agency:** FDOT

**Length:** 6.257

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PE (32)	HSP	145,000	0	0	0	0	<b>145,000</b>
PE (31)	HSP	14,500	0	0	0	0	<b>14,500</b>
<b>Total</b>		<b>159,500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>159,500</b>

**Project Description:** This is a safety study

**4298651**

**SR 87 STEWART STREET**



**Work Summary:** ADD RIGHT TURN LANE(S)  
**From:** @ CR 191 MUNSON HIGHWAY  
**To:** INTERSECTION  
**Lead Agency:** FDOT  
**Length:** 0.40

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PE (32)	EB	35,000	0	0	0	0	<b>35,000</b>
PE (31)	DIH	7,200	0	0	0	0	<b>7,200</b>
PE (32)	CM	76,573	0	0	0	0	<b>76,573</b>
ROW (43)	SU	0	295,057	0	0	0	<b>295,057</b>
ROW (41)	DIH	0	8,034	0	0	0	<b>8,034</b>
ROW (4B)	SU	0	24,317	0	0	0	<b>24,317</b>
CST (52)	SU	0	0	0	205,020	0	<b>205,020</b>
CEI (61)	SU	0	0	0	3,635	0	<b>3,635</b>
CEI (62)	SU	0	0	0	47,155	0	<b>47,155</b>
<b>Total</b>		<b>118,773</b>	<b>327,408</b>	<b>0</b>	<b>255,810</b>	<b>0</b>	<b>701,991</b>

**Project Description:** TSM Project Priority #5

**SR16 Sunrise Drive at US 98 intersection**



**Work Summary:**

**From:**

**To:**

**Lead Agency:** Santa Rosa

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CEI (6)	LF	0	1,075,000	0	0	0	1,075,000
<b>Total</b>		<b>0</b>	<b>1,075,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,075,000</b>

**Project Description:** Realign and improve intersection

**Section 6 - Miscellaneous**

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**0001541**

**TOLL OPERATIONS**



**Work Summary:** TOLL PLAZA      **From:** CR 399 BOB SIKES BRIDGE  
**To:** INSURANCE  
**Lead Agency:** FDOT      **Length:** 0.753

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
OPS (81)	D	65,000	70,000	75,000	75,000	0	285,000
<b>Total</b>		<b>65,000</b>	<b>70,000</b>	<b>75,000</b>	<b>75,000</b>	<b>0</b>	<b>285,000</b>

**Project Description:**

**100056118**



**Work Summary:** FUNDING ACTION **From:**

**To:**

**Lead Agency:** ALDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PE (3)	STPLL	50,629	0	0	0	0	50,629
<b>Total</b>		<b>50,629</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50,629</b>

**Project Description:** FUNDING FOR FUTURE ROAD PROJECTS FOR FY-2012

**100056119**



**Work Summary:** FUNDING ACTION **From:**

**To:**

**Lead Agency:** ALDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PE (3)	STPLL	0	50,629	0	0	0	50,629
<b>Total</b>		<b>0</b>	<b>50,629</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50,629</b>

**Project Description:** FUNDING FOR FUTURE ROAD PROJECTS FOR FY-2013

**100056120**



**Work Summary:** FUNDING ACTION **From:**

**To:**

**Lead Agency:** ALDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PE (3)	STPLL	0	0	50,629	0	0	50,629
<b>Total</b>		<b>0</b>	<b>0</b>	<b>50,629</b>	<b>0</b>	<b>0</b>	<b>50,629</b>

**Project Description:** FUNDING FOR FUTURE ROAD PROJECTS FOR FY-2014

**100056121**



**Work Summary:** FUNDING ACTION **From:**

**To:**

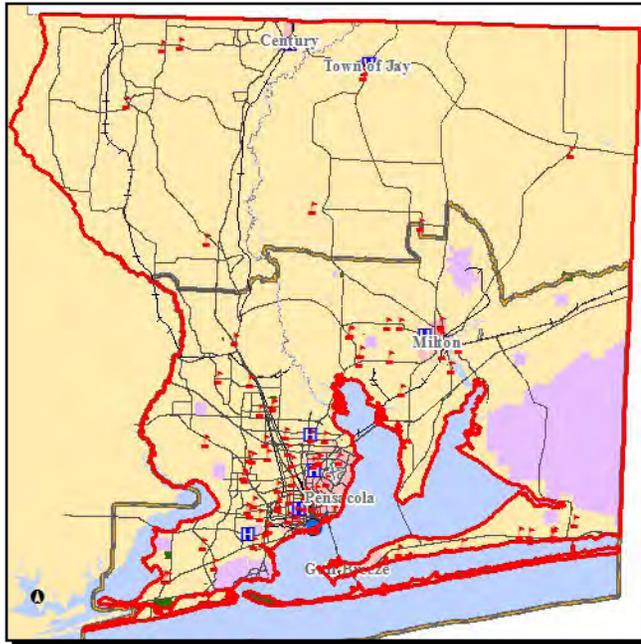
**Lead Agency:** ALDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PE (3)	STPLL	0	0	0	50,629	0	50,629
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>50,629</b>	<b>0</b>	<b>50,629</b>

**Project Description:** FUNDING FOR FUTURE ROAD PROJECTS FOR FY-2015

**2186931**

**ESCAMBIA/SANTA ROSA**



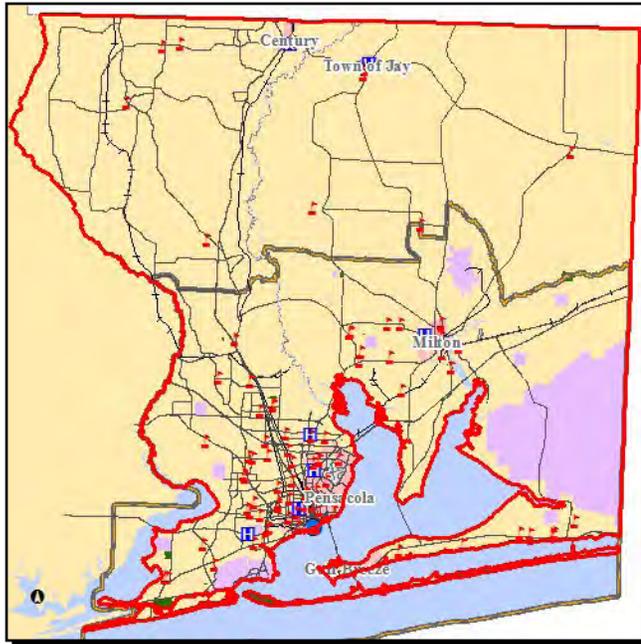
**Work Summary:** FUNDING ACTION      **From:** URBAN FUNDING BOX  
**To:** CONTINGENCY  
**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
ROW (43)	SU	1	0	0	0	0	1
CEI (61)	SU	50,000	50,000	50,000	50,000	0	200,000
CST (52)	SU	1,100,000	0	0	0	0	1,100,000
CEI (62)	SU	8,781	7,630	8,944	100,000	0	125,355
<b>Total</b>		<b>1,158,782</b>	<b>57,630</b>	<b>58,944</b>	<b>150,000</b>	<b>0</b>	<b>1,425,356</b>

**Project Description:** These funds are for contingencies and project cost overruns

**2186936**

**ESCAMBIA/SANTA ROSA**



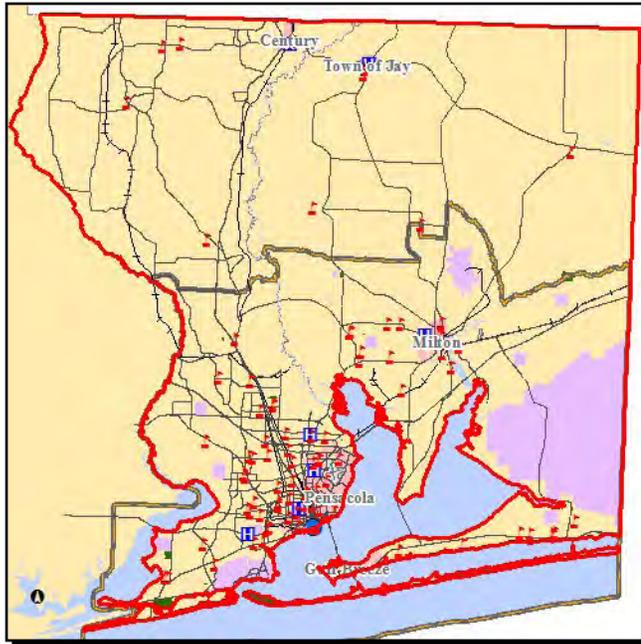
**Work Summary:** FUNDING ACTION      **From:** URBAN FUNDING BOX  
**To:** RESERVES  
**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PE (32)	SU	0	200,000	44,938	200,000	200,000	<b>644,938</b>
ROW (41)	SU	0	0	25,000	25,000	25,000	<b>75,000</b>
CEI (61)	SU	0	0	0	0	500,000	<b>500,000</b>
CST (52)	SU	0	0	0	0	900,000	<b>900,000</b>
CEI (62)	SU	0	0	0	0	500,000	<b>500,000</b>
<b>Total</b>		<b>0</b>	<b>200,000</b>	<b>69,938</b>	<b>225,000</b>	<b>2,125,000</b>	<b>2,619,938</b>

**Project Description:**

**4050151**

**TOLL OPERATIONS**



**Work Summary:** TOLL COLLECTION      **From:** GARCON POINT BRIDGE  
**To:**

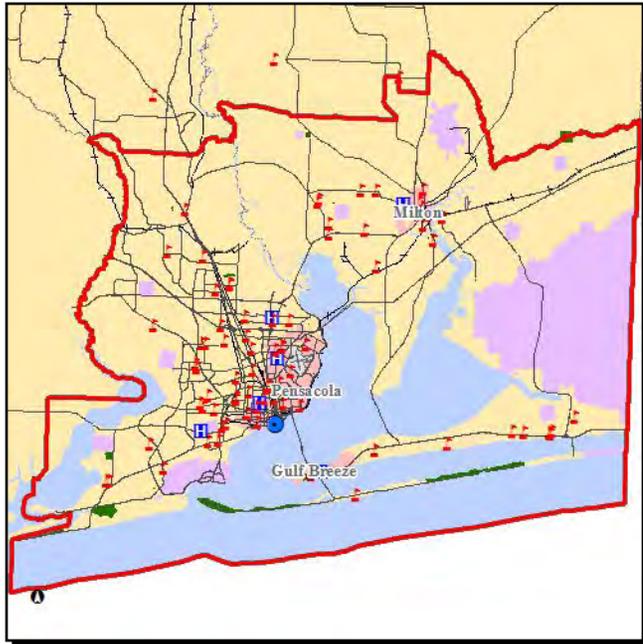
**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
OPS (8B)	TOBC	829,337	872,468	395,000	390,000	395,000	<b>2,881,805</b>
OPS (81)	TOBC	491,587	506,335	521,525	521,000	530,000	<b>2,570,447</b>
<b>Total</b>		<b>1,320,924</b>	<b>1,378,803</b>	<b>916,525</b>	<b>911,000</b>	<b>925,000</b>	<b>5,452,252</b>

**Project Description:**

**4123522**

**FLORIDA-ALABAMA TPO**



**Work Summary:** PLANNING MODELS/DATA UPDATE **From:** LRTP UPDATE

**To:**

**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PLN (12)	D	0	375,000	0	0	0	375,000
<b>Total</b>		<b>0</b>	<b>375,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>375,000</b>

**Project Description:**

**4146061**

**ROAD RANGERS SERVICE**



**Work Summary:** REST AREA MAINT CONTRACT  
**From:** PATROL IN ESCAMBIA CO  
**To:** INTERSTATE  
**Lead Agency:** FDOT  
**Length:** 22.890

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
MNT (72)	D	380,000	391,000	403,000	415,000	427,000	2,016,000
<b>Total</b>		<b>380,000</b>	<b>391,000</b>	<b>403,000</b>	<b>415,000</b>	<b>427,000</b>	<b>2,016,000</b>

**Project Description:**

**4153657**

**SR 281**



**Work Summary:** TOLL PLAZA

**From:** GARCON POINT BRIDGE

**To:** BRIDGE NO. 580174

**Lead Agency:** FDOT

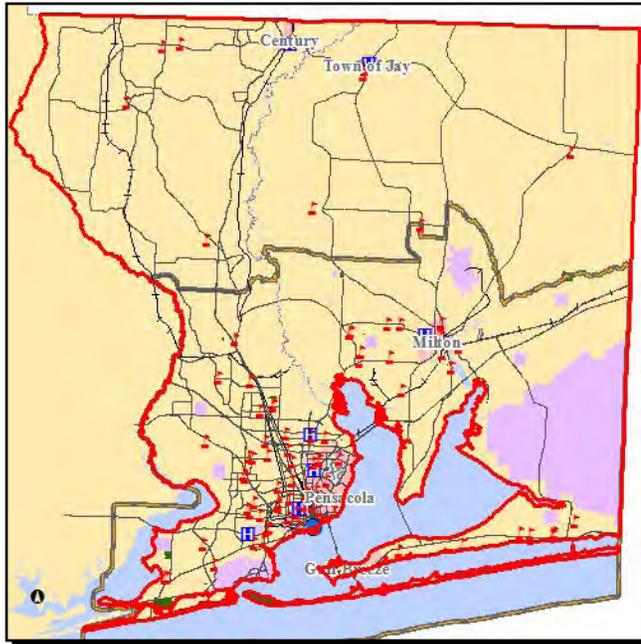
**Length:** 3.496

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PE (32)	DSBC	55,000	0	0	0	0	55,000
<b>Total</b>		<b>55,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>55,000</b>

**Project Description:**

**4168131**

**GARCON POINT TOLL**



**Work Summary:** TOLL PLAZA

**From:** FACILITIES MAINTENANCE

**To:**

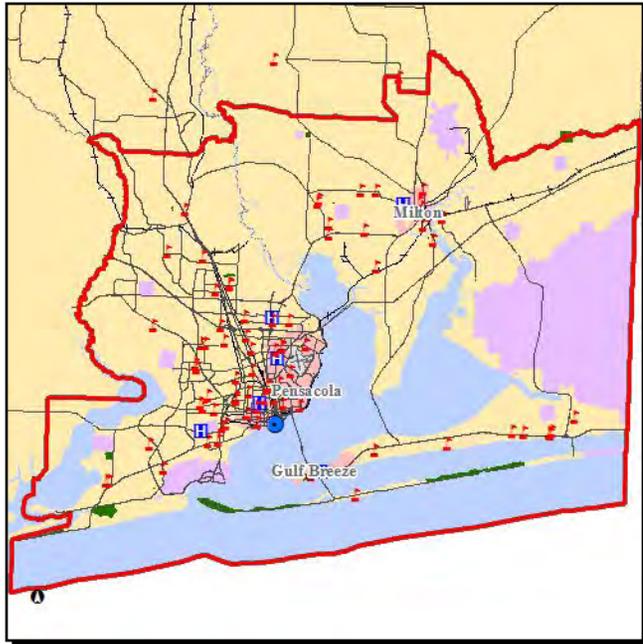
**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
MNT (7B)	TMBC	73,685	73,685	73,685	73,685	73,685	368,425
<b>Total</b>		<b>73,685</b>	<b>73,685</b>	<b>73,685</b>	<b>73,685</b>	<b>73,685</b>	<b>368,425</b>

**Project Description:**

**4207791**

**FLORIDA ALABAMA MPO**



**Work Summary:** TRANSPORTATION PLANNING      **From:** FY10/11 UPWP (PENSACOLA)

**To:**

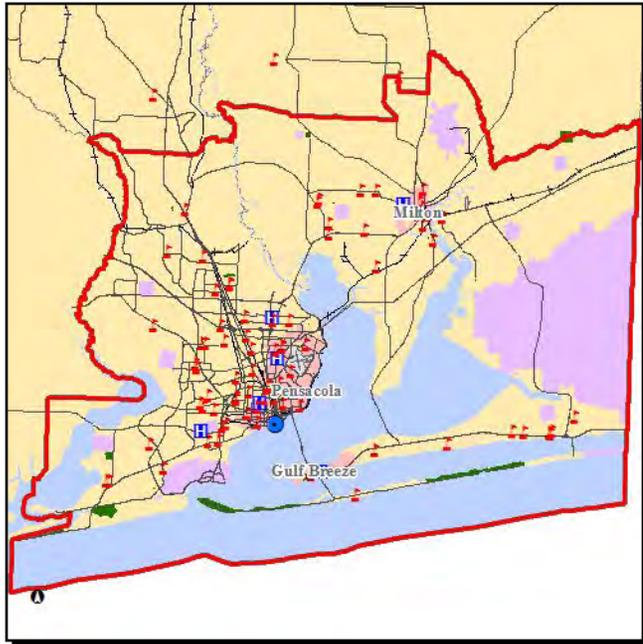
**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PLN (14)	PL	639,922	0	0	0	0	<b>639,922</b>
<b>Total</b>		<b>639,922</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>639,922</b>

**Project Description:**

**4238381**

**FLORIDA-ALABAMA TPO**



**Work Summary:** TRANSPORTATION PLANNING

**From:** FY 12-13 UPWP

**To:**

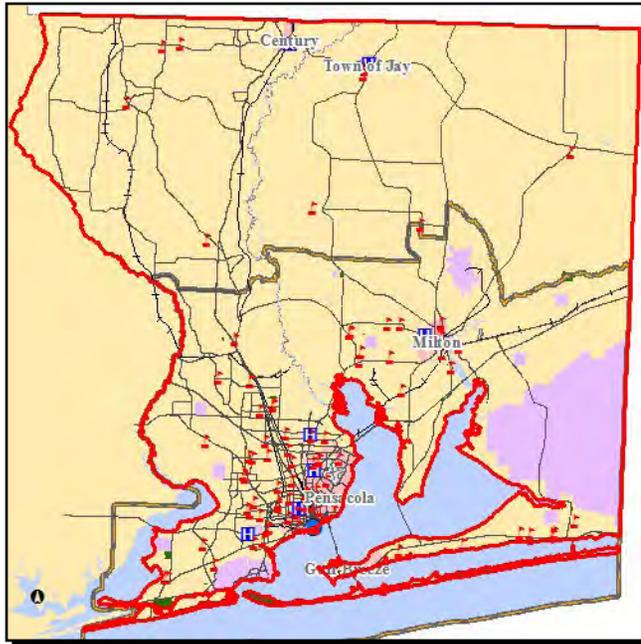
**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PLN (14)	PL	0	650,184	660,651	0	0	1,310,835
<b>Total</b>		<b>0</b>	<b>650,184</b>	<b>660,651</b>	<b>0</b>	<b>0</b>	<b>1,310,835</b>

**Project Description:**

**4254943**

**MILTON OPS**



**Work Summary:** FIXED CAPITAL OUTLAY **From:** RENOVATIONS

**To:**

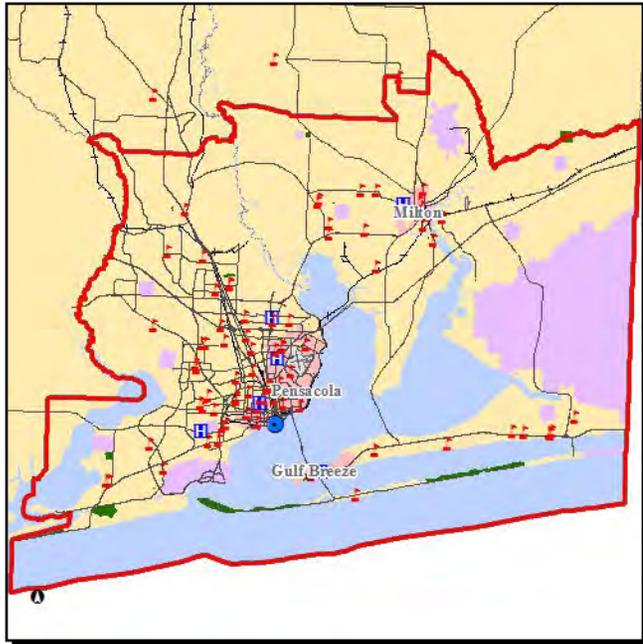
**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CST (52)	FCO	55,000	0	0	0	0	55,000
<b>Total</b>		<b>55,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>55,000</b>

**Project Description:**

**4279311**

**FLORIDA-ALABAMA TPO**



**Work Summary:** TRANSPORTATION PLANNING      **From:** FY 15-16 UPWP

**To:**

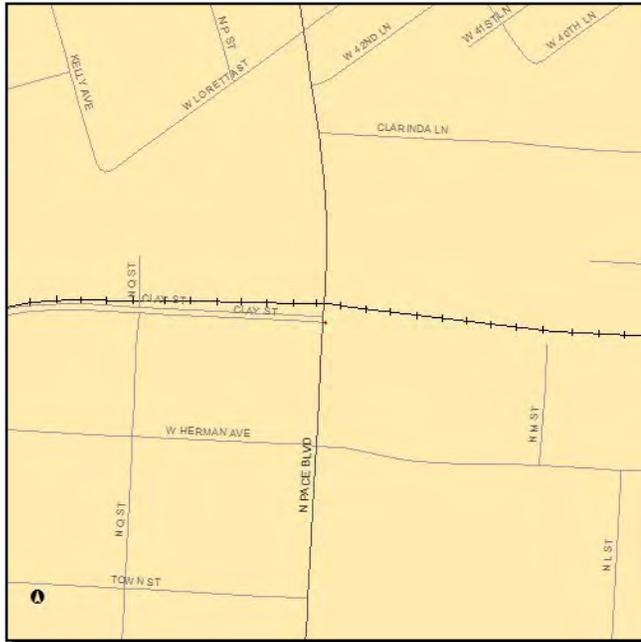
**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PLN (14)	PL	0	0	0	671,322	671,322	1,342,644
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>671,322</b>	<b>671,322</b>	<b>1,342,644</b>

**Project Description:**

**4293081**

**SR 292 N PACE BLVD**



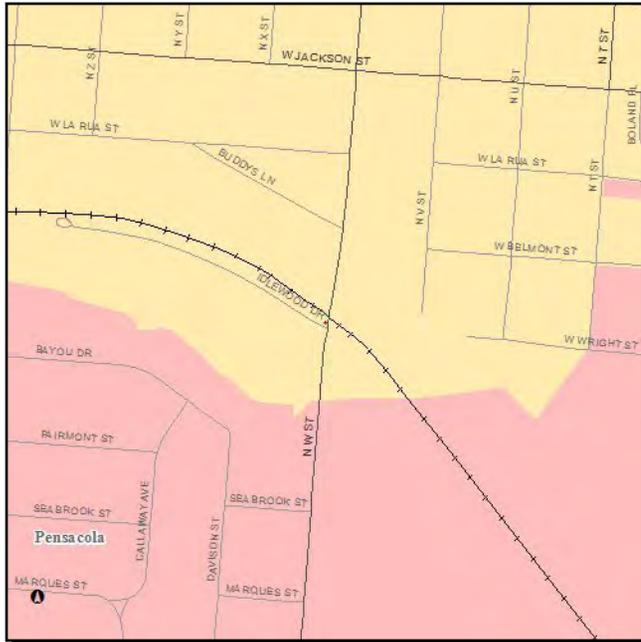
**Work Summary:** RAIL SAFETY PROJECT **From:** CROSSING NO. 663343M  
**To:** R/R CROSSING  
**Lead Agency:** FDOT **Length:** 0.001

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CEI (61)	DIH	1,000	0	0	0	0	1,000
CST (57)	RHH	225,000	0	0	0	0	225,000
<b>Total</b>		<b>226,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>226,000</b>

**Project Description:**

**4293091**

**W STREET**



**Work Summary:** RAIL SAFETY PROJECT **From:** CROSSING NO. 663266P  
**To:** R/R CROSSING  
**Lead Agency:** FDOT **Length:** 0.001

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CST (57)	RHH	225,000	0	0	0	0	225,000
<b>Total</b>		<b>225,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>225,000</b>

**Project Description:** Between Jackson St and Navy Blvd.

**4293111**

**ESCAMBIA COUNTY-WIDE**



**Work Summary:** RAIL SAFETY PROJECT **From:** R/R X-INGS (OFF F/A SYS)

**To:** LED & PMD REPLACEMENTS

**Lead Agency:** FDOT

**Length:** 0.050

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CST (57)	RHH	228,782	0	0	0	0	228,782
<b>Total</b>		<b>228,782</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>228,782</b>

**Project Description:**

**4293112**

**ESCAMBIA COUNTY-WIDE**



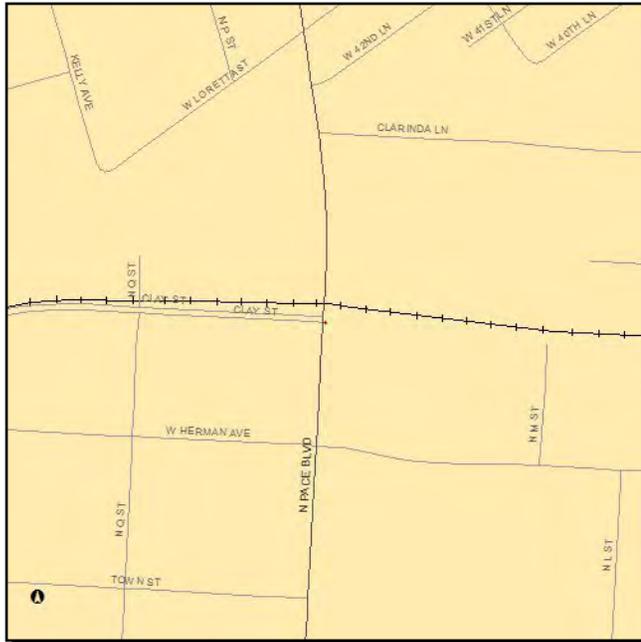
**Work Summary:** RAIL SAFETY PROJECT **From:** R/R X-INGS (ON F/A SYS)  
**To:** LED & PMD REPLACEMENTS  
**Lead Agency:** FDOT **Length:** 0.010

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CST (57)	RHH	89,761	0	0	0	0	89,761
<b>Total</b>		<b>89,761</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>89,761</b>

**Project Description:**

**4293113**

**SR 292 N. PACE BLVD.**



**Work Summary:** RAIL SAFETY PROJECT **From:** CROSSING NO. 663323B  
**To:** R/R CROSSING  
**Lead Agency:** FDOT **Length:** 0.002

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CEI (61)	DIH	1,000	0	0	0	0	1,000
CST (57)	RHH	22,019	0	0	0	0	22,019
<b>Total</b>		<b>23,019</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>23,019</b>

**Project Description:** Just north of Town & Country Plaza

**4304401**

**SR95 (US29)**

**Work Summary:** RAIL SAFETY PROJECT **From:** Crossing # 339764K  
**To:** R/R Crossing

**Lead Agency:** FDOT



Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CST (57)	LF	25,000	0	0	0	0	25,000
<b>Total</b>		<b>25,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>25,000</b>

**Project Description:**

**4307971**

**Garcon Point Toll Plaza**

**Work Summary:** TOLL COLLECTION      **From:** Fuel Tank System Replacement

**To:**

**Lead Agency:** FDOT



Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CST (52)	DSBC	59,960	0	0	0	0	<b>59,960</b>
<b>Total</b>		<b>59,960</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>59,960</b>

**Project Description:**

**Section 7 - Public Transportation**

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**2270811**

**ESCAMBIA CO.**



**Work Summary:** TD COMMISSION - CAPITAL

**From:** TD COMMISSION

**To:** TRIP AND EQUIPMENT GRANT

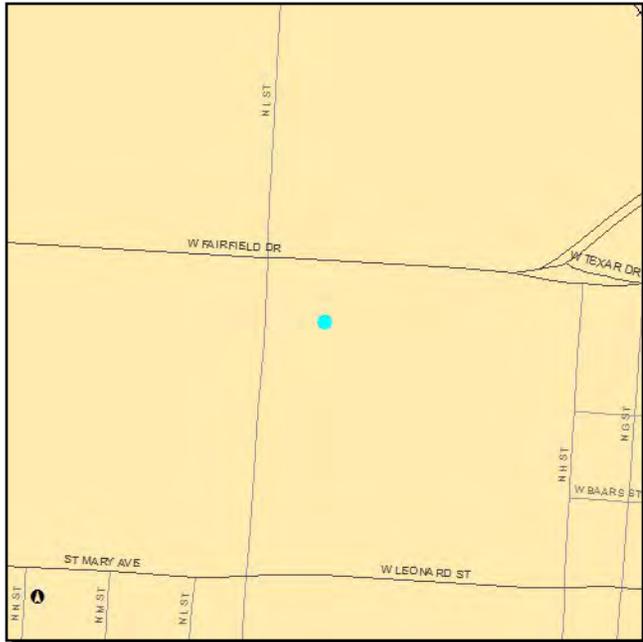
**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
OPS (84)	TDDR	48,623	48,623	48,623	48,623	48,623	<b>243,115</b>
OPS (84)	LF	60,220	64,781	66,962	66,889	66,889	<b>325,741</b>
OPS (84)	TDTF	520,941	534,405	493,356	553,374	553,374	<b>2,655,450</b>
<b>Total</b>		<b>629,784</b>	<b>647,809</b>	<b>608,941</b>	<b>668,886</b>	<b>668,886</b>	<b>3,224,306</b>

**Project Description:** Public Transportation Project Priority #1 in all years

**2270812**

**ESCAMBIA CO.**



**Work Summary:** TD COMMISSION - CAPITAL      **From:** LCB ASSISTANCE

**To:** COMMISSION TD

**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PLN (14)	TDTF	25,407	25,407	25,407	23,368	23,368	122,957
<b>Total</b>		<b>25,407</b>	<b>25,407</b>	<b>25,407</b>	<b>23,368</b>	<b>23,368</b>	<b>122,957</b>

**Project Description:** Public Transportation Project Priority #2 in all years  
Planning Grant

**2271181**

**SANTA ROSA**



**Work Summary:** TD COMMISSION - CAPITAL

**From:** TD COMMISSION

**To:** TRIP AND EQUIPMENT GRANT

**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
OPS (84)	TDDR	22,667	22,667	22,667	22,667	22,667	<b>113,335</b>
OPS (84)	LF	35,749	37,427	38,852	38,804	38,804	<b>189,636</b>
OPS (84)	TDTF	305,382	314,178	299,075	326,571	326,571	<b>1,571,777</b>
<b>Total</b>		<b>363,798</b>	<b>374,272</b>	<b>360,594</b>	<b>388,042</b>	<b>388,042</b>	<b>1,874,748</b>

**Project Description:** Public Transportation Project Priority #1 in all years

**2271182**

**SANTA ROSA CO.**



**Work Summary:** TD COMMISSION - CAPITAL

**From:** LCB ASSISTANCE

**To:** COMMISSION TD

**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PLN (14)	TDTF	21,369	21,369	21,369	19,922	19,922	103,951
<b>Total</b>		<b>21,369</b>	<b>21,369</b>	<b>21,369</b>	<b>19,922</b>	<b>19,922</b>	<b>103,951</b>

**Project Description:** Public Transportation Project Priority #2 in all years  
Planning Grant

**4156062**

**WEST FL REGIONAL PLN**



**Work Summary:** COMMUTER TRANS. ASSISTANCE  
**From:** REGIONAL COMMUTER  
**To:** ASSISTANCE

**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
OPS (84)	DPTO	100,000	0	0	0	0	100,000
OPS (84)	DDR	98,358	273,500	256,000	286,000	286,000	1,199,858
<b>Total</b>		<b>198,358</b>	<b>273,500</b>	<b>256,000</b>	<b>286,000</b>	<b>286,000</b>	<b>1,299,858</b>

**Project Description:**

**4156063**

**WEST FL REGIONAL PLN**



**Work Summary:** COMMUTER TRANS. ASSISTANCE

**From:** REGIONAL COMMUTER

**To:** ASSISTANCE

**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CAP (94)	DPTO	52,000	0	0	0	0	52,000
<b>Total</b>		<b>52,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>52,000</b>

**Project Description:**

**4202761**

**ESCAMBIA COUNTY**



**Work Summary:** CAPITAL FOR FIXED ROUTE  
**From:** SECTION 5309 CAPITAL ECAT  
**To:**

**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CAP (94)	FTA	2,688,000	1,344,000	1,344,000	1,344,000	1,344,000	<b>8,064,000</b>
CAP (94)	LF	672,000	336,000	336,000	336,000	336,000	<b>2,016,000</b>
<b>Total</b>		<b>3,360,000</b>	<b>1,680,000</b>	<b>1,680,000</b>	<b>1,680,000</b>	<b>1,680,000</b>	<b>10,080,000</b>

**Project Description:** Public Transportation Project Priority #10 in FY12, #9 in FY13, #14 in FY14, #9 in FY15, #10 in FY16  
 Purchase Buses and Miscellaneous Items

**4202771**

**ESCAMBIA COUNTY**



**Work Summary:** CAPITAL FOR FIXED ROUTE  
**From:** SECTION 5307  
**To:**  
**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CAP (94)	FTA	3,100,000	0	0	0	0	<b>3,100,000</b>
CAP (94)	LF	775,000	0	0	0	0	<b>775,000</b>
<b>Total</b>		<b>3,875,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,875,000</b>

**Project Description:**

**4211583**

**Job Access Commute Section 5316**



**Work Summary:** OPERATING FOR FIXED ROUTE

**From:**

**Lead Agency:** FDOT

**To:**

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
OPS (84)	LF	275,194	127,869	127,869	127,869	127,869	<b>786,670</b>
OPS (84)	FTA	275,194	127,869	127,869	127,869	127,869	<b>786,670</b>
<b>Total</b>		<b>550,388</b>	<b>255,738</b>	<b>255,738</b>	<b>255,738</b>	<b>255,738</b>	<b>1,573,340</b>

**Project Description:** Public Transportation Project Priority #11 in FY12, #10 in FY13, #15 in FY14, #10 in FY15, #11 in FY16

**4211584**

**Job Access Commute Section 5316**



**Work Summary:** CAPITAL FOR FIXED ROUTE

**From:**

**To:**

**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CAP (94)	FTA	204,622	100,008	100,000	100,000	100,000	<b>604,630</b>
CAP (94)	LF	45,450	25,000	25,000	25,000	25,000	<b>145,450</b>
<b>Total</b>		<b>250,072</b>	<b>125,008</b>	<b>125,000</b>	<b>125,000</b>	<b>125,000</b>	<b>750,080</b>

**Project Description:** Public Transportation Project Priority #11 in FY12, #10 in FY13, #15 in FY14, #10 in FY15, #11 in FY16

**4211593**

**New Freedom Section 5317**



**Work Summary:** OPERATING FOR FIXED ROUTE

**From:**

**To:**

**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
OPS (84)	LF	129,776	46,831	46,831	46,831	46,831	<b>317,100</b>
OPS (84)	FTA	129,776	46,831	46,831	46,831	46,831	<b>317,100</b>
<b>Total</b>		<b>259,552</b>	<b>93,662</b>	<b>93,662</b>	<b>93,662</b>	<b>93,662</b>	<b>634,200</b>

**Project Description:** Public Transportation Project Priority #12 in FY12, #11 in FY13, #16 in FY14, #11 in FY15, #12 in FY16

**4211594**

**New Freedom Section 5317**



**Work Summary:** CAPITAL FOR FIXED ROUTE  
**From:**  
**To:**

**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CAP (94)	FTA	137,608	68,444	69,916	71,462	73,084	<b>420,514</b>
CAP (94)	LF	31,222	17,110	17,480	15,366	18,270	<b>99,448</b>
<b>Total</b>		<b>168,830</b>	<b>85,554</b>	<b>87,396</b>	<b>86,828</b>	<b>91,354</b>	<b>519,962</b>

**Project Description:** Public Transportation Project Priority #12 in FY12, #11 in FY13, #16 in FY14, #11 in FY15, #12 in FY16

**4213682**

**ESCAMBIA COUNTY**



**Work Summary:** OPERATING/ADMIN. ASSISTANCE

**From:** TRANSIT

**To:** NON-URBANIZED AREA 5311

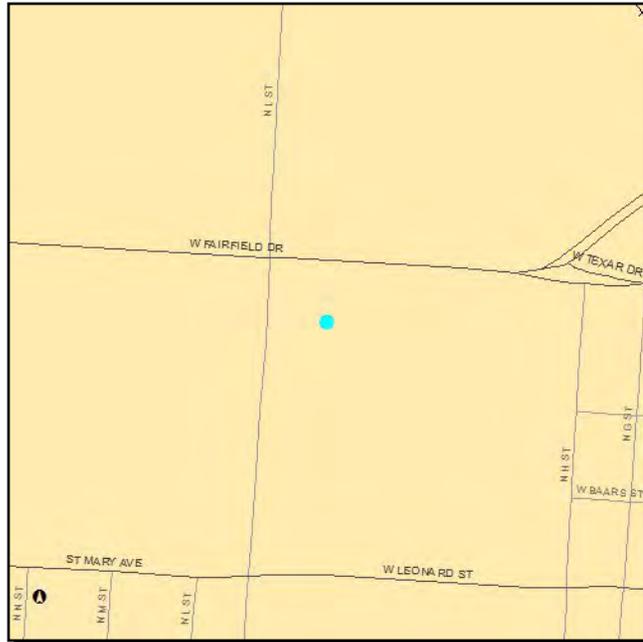
**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
OPS (84)	LF	142,000	0	0	0	0	<b>142,000</b>
OPS (84)	DU	142,000	0	0	0	0	<b>142,000</b>
<b>Total</b>		<b>284,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>284,000</b>

**Project Description:** Public Transportation Project Priority #8 in FY12, #7 in FY13, #8 in FY14, #7 in FY15, #8 in FY16

**4213712**

**SANTA ROSA COUNTY**



**Work Summary:** OPERATING/ADMIN. ASSISTANCE

**From:** TRANSIT

**To:** NON-URBANIZED AREA 5311

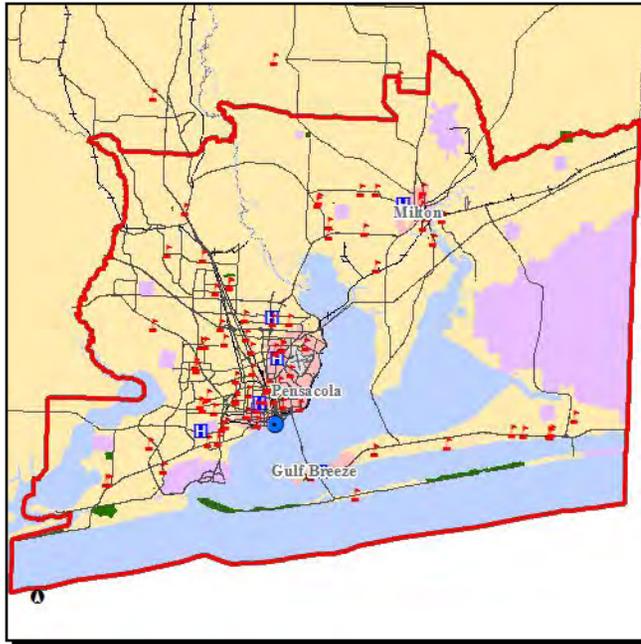
**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
OPS (84)	LF	160,000	0	0	0	0	160,000
OPS (84)	DU	160,000	0	0	0	0	160,000
<b>Total</b>		<b>320,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>320,000</b>

**Project Description:** Public Transportation Project Priority #8 in FY12, #7 in FY13, #8 in FY14, #7 in FY15, #8 in FY16

**4217172**

**Florida-Alabama TPO Planning Section 5303 Grant**



**Work Summary:**

**From:**

**To:**

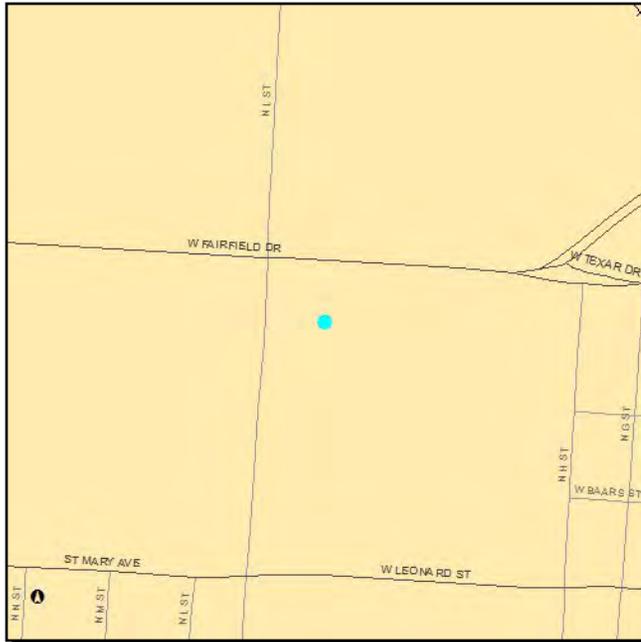
**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PLN (14)	LF	12,313	0	0	0	0	12,313
PLN (14)	DU	98,510	0	0	0	0	98,510
PLN (14)	DPTO	12,313	0	0	0	0	12,313
<b>Total</b>		<b>123,136</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>123,136</b>

**Project Description:** Transit Planning

**4217331**

**ESCAMBIA COUNTY ECAT**



**Work Summary:** CAPITAL FOR FIXED ROUTE  
**From:** TRANSIT  
**L RTP Number:** 2 (page 7-8)  
**To:** PREVENTIVE MAINTENANCE  
**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CAP (94)	SU	125,000	125,000	300,000	300,000	300,000	<b>1,150,000</b>
CAP (94)	LFF	31,250	31,250	75,000	75,000	0	<b>212,500</b>
CAP (94)	LF	0	0	0	0	75,000	<b>75,000</b>
<b>Total</b>		<b>156,250</b>	<b>156,250</b>	<b>375,000</b>	<b>375,000</b>	<b>375,000</b>	<b>1,437,500</b>

**Project Description:** Capitalize Maintenance - Upgrade Technology and Equipment  
 Non-SIS Project Priority #3

**4222571**

**ESCAMBIA COUNTY**



**Work Summary:** OPERATING FOR FIXED ROUTE  
**From:** ECAT TRANSIT  
**To:** OPERATING ASSISTANCE  
**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
OPS (84)	LF	730,212	774,933	776,690	783,721	801,298	<b>3,866,854</b>
OPS (84)	DDR	730,212	774,933	776,690	783,721	801,298	<b>3,866,854</b>
<b>Total</b>		<b>1,460,424</b>	<b>1,549,866</b>	<b>1,553,380</b>	<b>1,567,442</b>	<b>1,602,596</b>	<b>7,733,708</b>

**Project Description:** Public Transportation Project Priority #3 in all years

**4222581**

**ESCAMBIA COUNTY**



**Work Summary:** CAPITAL FOR FIXED ROUTE

**From:** ECAT 5307 CAPITAL

**To:**

**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CAP (94)	FTA	3,200,000	0	0	0	0	3,200,000
CAP (94)	LF	800,000	0	0	0	0	800,000
<b>Total</b>		<b>4,000,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,000,000</b>

**Project Description:** Public Transportation Project Priority #7 in FY12, #6 in FY13, #7 in FY14, #6 in FY15, #7 in FY16  
Purchase Buses, Preventative Maintenance, ADA, Miscellaneous

**4222582**

**ESCAMBIA COUNTY**



**Work Summary:** CAPITAL FOR FIXED ROUTE  
**From:** ECAT  
**To:** SECTION 5307 CAPITAL  
**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CAP (94)	FTA	0	0	3,200,000	3,200,000	0	<b>6,400,000</b>
CAP (94)	LF	0	0	800,000	800,000	0	<b>1,600,000</b>
<b>Total</b>		<b>0</b>	<b>0</b>	<b>4,000,000</b>	<b>4,000,000</b>	<b>0</b>	<b>8,000,000</b>

**Project Description:** Public Transportation Project Priority #7 in FY12, #6 in FY13, #7 in FY14, #6 in FY15, #7 in FY16

**4222601**

**ESCAMBIA COUNTY**



**Work Summary:** URBAN CORRIDOR IMPROVEMENTS

**From:** CORRIDOR ECAT TRANSIT

**To:** OPERATING ASSISTANCE

**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
OPS (84)	DDR	350,000	400,000	400,000	400,000	420,000	<b>1,970,000</b>
<b>Total</b>		<b>350,000</b>	<b>400,000</b>	<b>400,000</b>	<b>400,000</b>	<b>420,000</b>	<b>1,970,000</b>

**Project Description:**

Davis Hwy (SR291)

Public Transportation Project Priority #4 in all years

**4234291**

**ESCAMBIA COUNTY 5307**



**Work Summary:** CAPITAL FOR FIXED ROUTE

**From:** FIXED ROUTE

**To:**

**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CAP (94)	FTA	0	3,200,000	0	0	0	3,200,000
CAP (94)	LF	0	800,000	0	0	0	800,000
<b>Total</b>		<b>0</b>	<b>4,000,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,000,000</b>

**Project Description:** Public Transportation Project Priority #7 in FY12, #6 in FY13, #7 in FY14, #6 in FY15, #7 in FY16  
Buses, Shelters, Preventative Maintenance

**4292621**

**ESCAMBIA COUNTY**



**Work Summary:** CAPITAL FOR FIXED ROUTE

**From:** SECTION 5307

**To:**

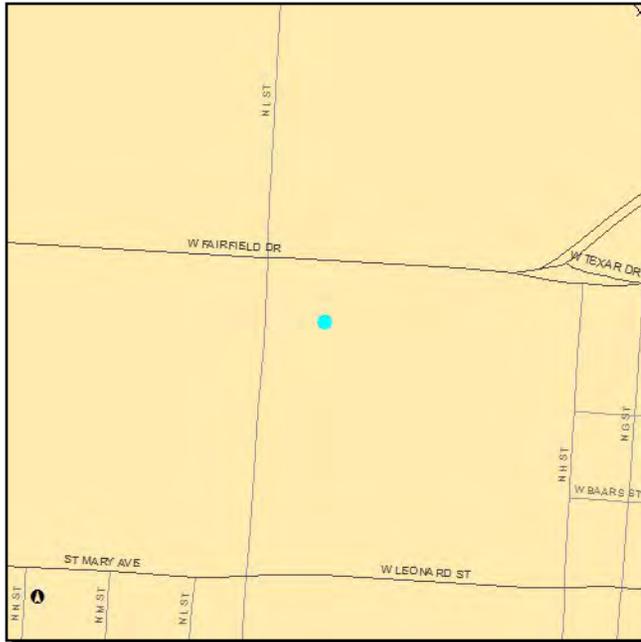
**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CAP (94)	FTA	0	0	0	0	3,200,000	<b>3,200,000</b>
CAP (94)	LF	0	0	0	0	800,000	<b>800,000</b>
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,000,000</b>	<b>4,000,000</b>

**Project Description:** Public Transportation Project Priority #7 in FY12, #6 in FY13, #7 in FY14, #6 in FY15, #7 in FY16

**4302871**

**Escambia County Fixed Route Service Development**



**Work Summary:** OPERATING FOR FIXED ROUTE

**From:**

**Lead Agency:** FDOT

**To:**

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
OPS (84)	DPTO	1,498,333	1,498,333	1,504,333	0	0	4,500,999
OPS (84)	LF	1,498,333	1,498,333	1,504,333	0	0	4,500,999
<b>Total</b>		<b>2,996,666</b>	<b>2,996,666</b>	<b>3,008,666</b>	<b>0</b>	<b>0</b>	<b>9,001,998</b>

**Project Description:** Public Transportation Project Priority #9 in FY12, #8 in FY13, #13 in FY14, #8 in FY15, #9 in FY16

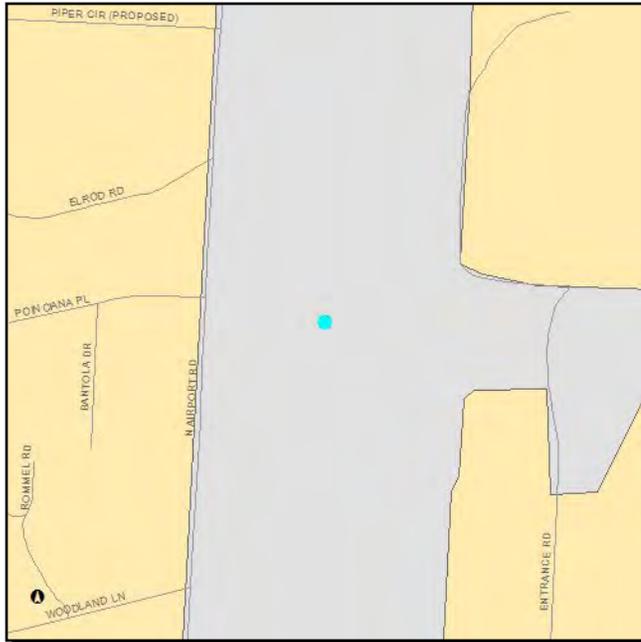
Express Services Naval Air - Downtown - Beach

**Section 8 - Aviation**

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**4159311**

**PETER PRINCE FIELD**



**Work Summary:** AVIATION

**From:**

**To:** CONSTRUCT T-HANGARS

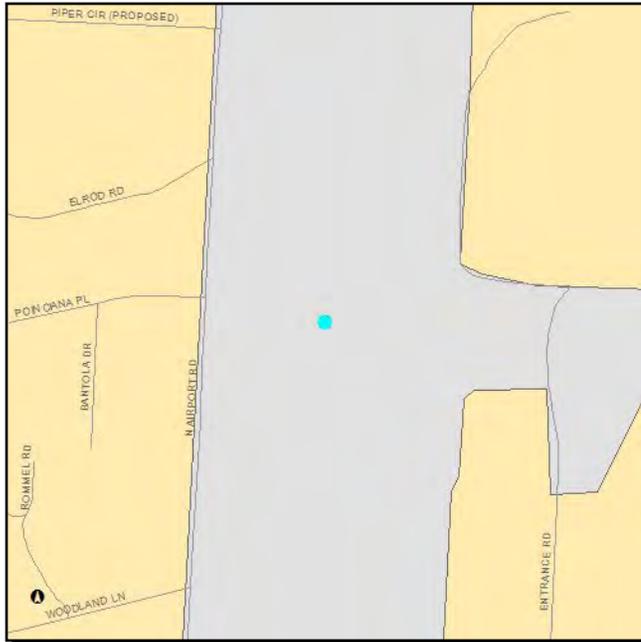
**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CAP (94)	LF	112,000	0	0	0	0	112,000
CAP (94)	DDR	448,000	0	0	0	0	448,000
<b>Total</b>		<b>560,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>560,000</b>

**Project Description:** Peter Prince Field Project Priority #2 for FY12

**4177611**

**PETER PRINCE FIELD**



**Work Summary:** AVIATION

**From:**

**To:** CONSTRUCT T-HANGARS

**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CAP (94)	LF	0	56,000	0	0	0	<b>56,000</b>
CAP (94)	DPTO	0	224,000	0	0	0	<b>224,000</b>
<b>Total</b>		<b>0</b>	<b>280,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>280,000</b>

**Project Description:** Peter Prince Field Project Priority #1 for FY13

**4203001**

**PENSACOLA GULF COAST**



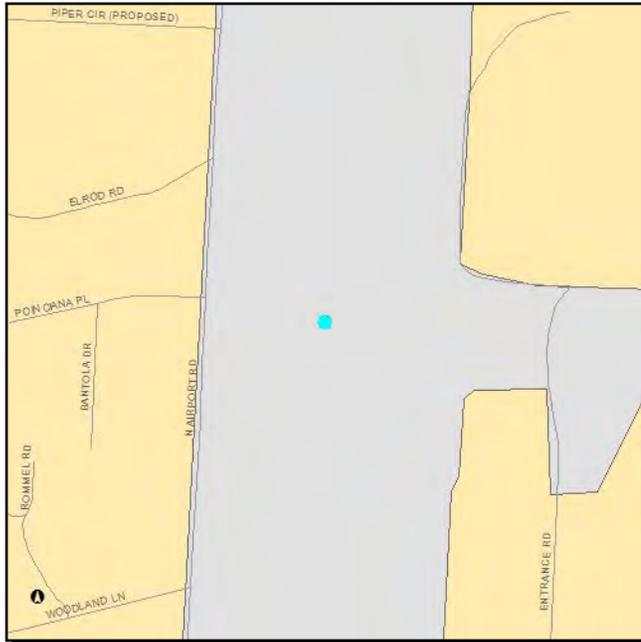
**Work Summary:** AVIATION CAPACITY PROJECT  
**From:** REGIONAL AIRPORT  
**To:** LAND AQUISITION  
**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CAP (94)	LF	333,400	333,400	500,000	168,669	307,297	<b>1,642,766</b>
CAP (94)	DDR	107,089	400,375	957,882	500,000	0	<b>1,965,346</b>
CAP (94)	DPTO	296,598	599,625	42,118	0	921,890	<b>1,860,231</b>
<b>Total</b>		<b>737,087</b>	<b>1,333,400</b>	<b>1,500,000</b>	<b>668,669</b>	<b>1,229,187</b>	<b>5,468,343</b>

**Project Description:** Pensacola Gulf Coast Regional Airport Project Priority #1 for FY2010-2015

**4222931**

**PETER PRINCE FIELD**



**Work Summary:** AVIATION CAPACITY PROJECT

**From:**

**To:** EAST T-HANGER APRON

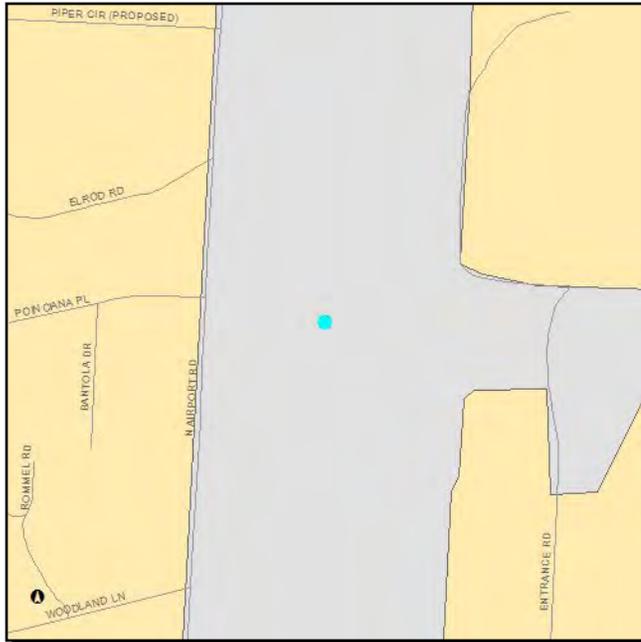
**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CAP (94)	LF	28,400	0	0	0	0	<b>28,400</b>
CAP (94)	DDR	67,749	0	0	0	0	<b>67,749</b>
CAP (94)	DPTO	45,851	0	0	0	0	<b>45,851</b>
<b>Total</b>		<b>142,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>142,000</b>

**Project Description:** Peter Prince Field Project Priority #4 in FY2011 and #3 in FY2012

**4222941**

**PETER PRINCE FIELD**



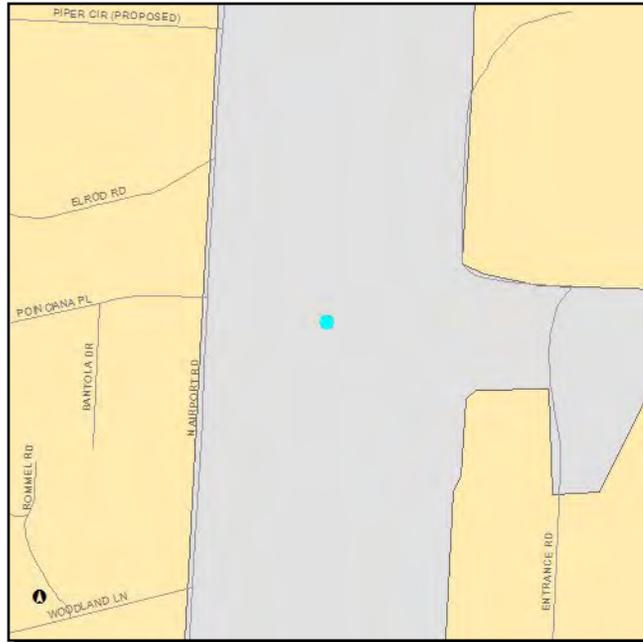
**Work Summary:** AVIATION CAPACITY PROJECT  
**From:**  
**To:** CONSTRUCT TAXIWAYS  
**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CAP (94)	LF	7,100	0	0	0	0	<b>7,100</b>
CAP (94)	DPTO	7,100	0	0	0	0	<b>7,100</b>
CAP (94)	FAA	269,800	0	0	0	0	<b>269,800</b>
<b>Total</b>		<b>284,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>284,000</b>

**Project Description:** Peter Prince Field Project Priority #1 in FY2011 and #1 in FY2012

**4222942**

**PETER PRINCE FIELD**



**Work Summary:** AVIATION CAPACITY PROJECT

**From:**

**To:** CONSTRUCT EAST TAXIWAY

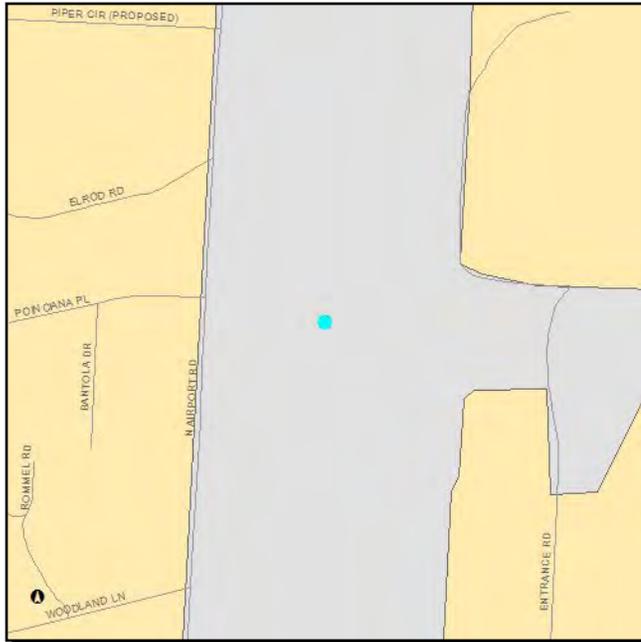
**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CAP (94)	LF	0	0	0	0	56,800	<b>56,800</b>
CAP (94)	DDR	0	0	0	0	88,224	<b>88,224</b>
CAP (94)	DPTO	0	0	0	0	138,976	<b>138,976</b>
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>284,000</b>	<b>284,000</b>

**Project Description:** Peter Prince Field Project Priority #1 in FY2016

**4256331**

**PETER PRINCE FIELD**



**Work Summary:** AVIATION PRESERVATION

**From:** RUNWAY

**To:** OVERLAY/PAVEMENT MAINT.

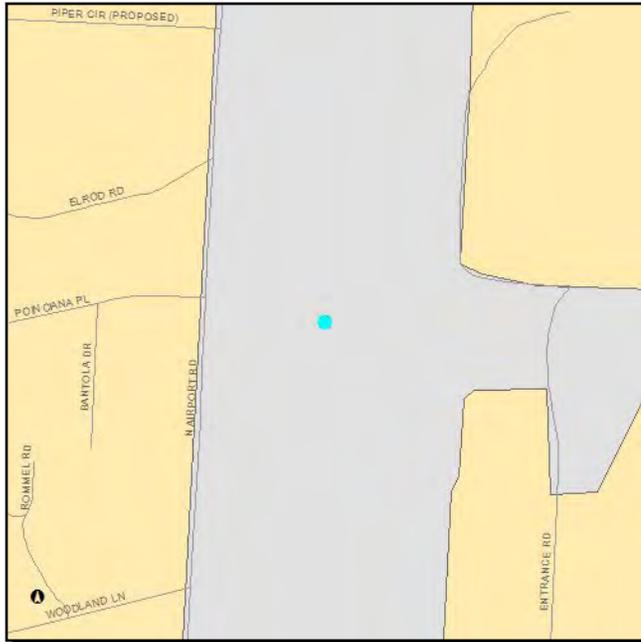
**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CAP (94)	LF	0	0	38,562	0	0	38,562
CAP (94)	DPTO	0	0	38,562	0	0	38,562
CAP (94)	FAA	0	0	1,465,376	0	0	1,465,376
<b>Total</b>		<b>0</b>	<b>0</b>	<b>1,542,500</b>	<b>0</b>	<b>0</b>	<b>1,542,500</b>

**Project Description:** Peter Prince Field Project Priority #2 in FY2013 and #1 in FY2014

**4256332**

**PETER PRINCE FIELD**



**Work Summary:** AVIATION PRESERVATION

**From:**

**To:** CONSTRUCT TAXIWAYS

**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CAP (94)	LF	0	0	0	32,250	0	32,250
CAP (94)	DDR	0	0	0	129,000	0	129,000
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>161,250</b>	<b>0</b>	<b>161,250</b>

**Project Description:** Peter Prince Field Project Priority #1 for FY2015

**4296091**

**PENSACOLA GULF COAST**



**Work Summary:** AVIATION

**From:** REGIONAL AIRPORT

**Lead Agency:** FDOT

**To:** PARKING LOT CONSTRUCTION

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CAP (94)	LF	950,000	0	0	0	0	<b>950,000</b>
CAP (94)	DPTO	950,000	0	0	0	0	<b>950,000</b>
<b>Total</b>		<b>1,900,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,900,000</b>

**Project Description:**

**Section 9 - Resurfacing**

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**100052970**

**SR42 (US98)**



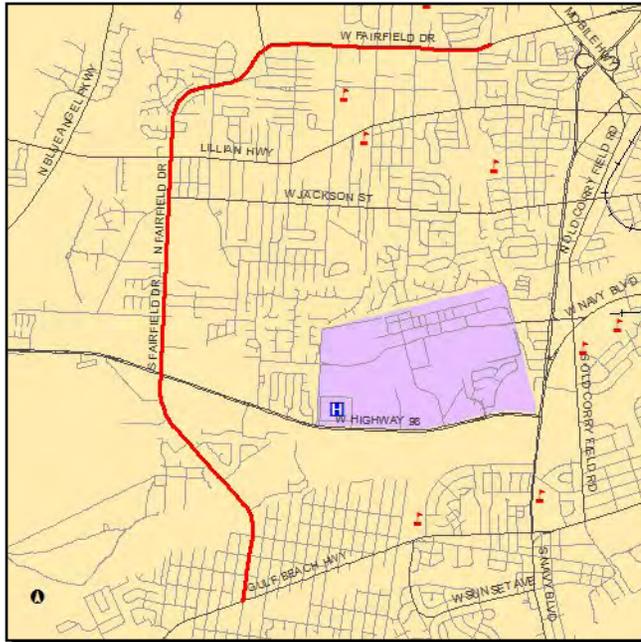
**Work Summary:** RESURFACING  
**From:** E of Elberta  
**To:** Perdido Bay Bridge  
**Lead Agency:** ALDOT  
**Length:** 9.76

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
MNT (7)	STPAA	1,635,804	0	0	0	0	1,635,804
<b>Total</b>		<b>1,635,804</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,635,804</b>

**Project Description:** FY2009, Phase 2  
 Phase Code FM (Federal Maintenance). This is 100% Maintenance Funding

**4134351**

**SR 727 FAIRFIELD DR.**



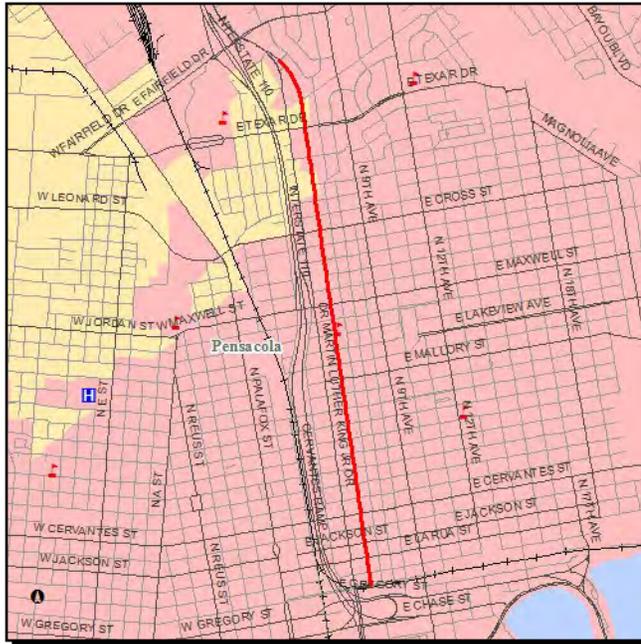
**Work Summary:** RESURFACING  
**From:** FROM SR 292 GULF BEACH HW  
**To:** TO BRUCE STREET  
**Lead Agency:** FDOT  
**Length:** 5.437

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CEI (62)	SL	0	985,879	0	0	0	<b>985,879</b>
CEI (61)	DIH	0	51,563	0	0	0	<b>51,563</b>
CST (52)	SL	0	4,646,851	0	0	0	<b>4,646,851</b>
CST (52)	SA	0	707,559	0	0	0	<b>707,559</b>
<b>Total</b>		<b>0</b>	<b>6,391,852</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,391,852</b>

**Project Description:**

**4153781**

**SR 291 DAVIS HIGHWAY**



**Work Summary:** RESURFACING      **From:** FROM WRIGHT STREET  
**To:** TO HART DRIVE  
**Lead Agency:** FDOT      **Length:** 2.368

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CEI (61)	DIH	0	20,874	0	0	0	<b>20,874</b>
CEI (62)	ACCM	0	104,994	0	0	0	<b>104,994</b>
CEI (62)	SA	0	222,126	0	0	0	<b>222,126</b>
CST (52)	SA	0	1,839,046	0	0	0	<b>1,839,046</b>
<b>Total</b>		<b>0</b>	<b>2,187,040</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,187,040</b>

**Project Description:**

**4169401**

**SR 10 (US 90A) 9 MI**



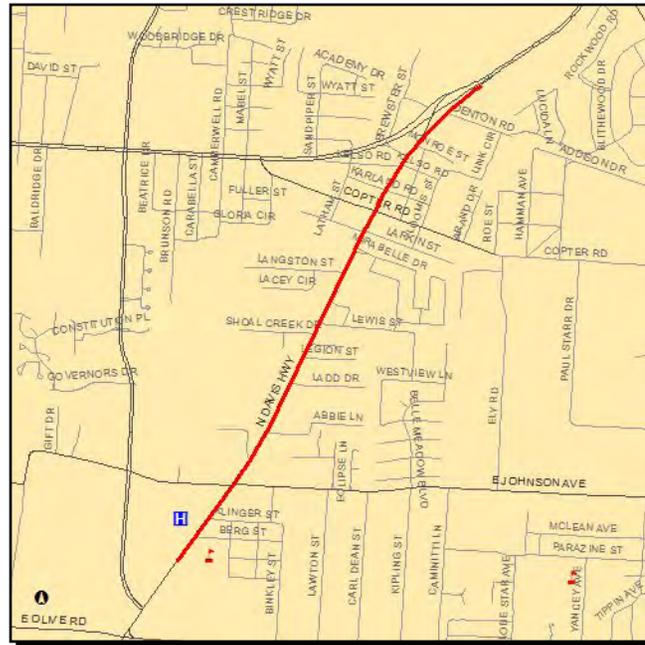
**Work Summary:** RESURFACING  
**From:** FROM W OF PINE CONE DRIVE  
**To:** TO ESCAMBIA RIVER BRIDGE  
**Lead Agency:** FDOT  
**Length:** 8.466

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CEI (62)	BRRP	4,339	0	0	0	0	<b>4,339</b>
CEI (61)	DIH	106,358	0	0	0	0	<b>106,358</b>
CEI (62)	CM	147,719	0	0	0	0	<b>147,719</b>
CST (52)	CM	774,750	0	0	0	0	<b>774,750</b>
CST (52)	BRRP	12,396	0	0	0	0	<b>12,396</b>
CST (52)	EB	10,536,600	0	0	0	0	<b>10,536,600</b>
CEI (62)	EB	1,940,544	0	0	0	0	<b>1,940,544</b>
CEI (62)	DS	30,474	0	0	0	0	<b>30,474</b>
CST (57)	EB	866,481	0	0	0	0	<b>866,481</b>
<b>Total</b>		<b>14,419,661</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14,419,661</b>

**Project Description:**

**4169411**

**SR 291 DAVIS HWY**



**Work Summary:** RESURFACING  
**From:** FROM N OF UNIV PARKWAY  
**To:** TO SR 10 (US 90A) 9 MI RD  
**Lead Agency:** FDOT  
**Length:** 1.738

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PE (32)	DS	554,268	0	0	0	0	554,268
PE (31)	DIH	55,427	0	0	0	0	55,427
CEI (61)	DIH	0	0	26,459	0	0	26,459
CEI (62)	DDR	0	0	396,720	0	0	396,720
CST (52)	DDR	0	0	1,631,197	0	0	1,631,197
CST (52)	CM	0	0	700,000	0	0	700,000
<b>Total</b>		<b>609,695</b>	<b>0</b>	<b>2,754,376</b>	<b>0</b>	<b>0</b>	<b>3,364,071</b>

**Project Description:**

**4193021**

**SR 10 (US 90/90A)**



**Work Summary:** RESURFACING  
**From:** FROM E PERDIDO RIVER BR  
**To:** TO PINE CONE DRIVE  
**Lead Agency:** FDOT  
**Length:** 6.704

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CEI (61)	DIH	411,670	0	0	0	0	<b>411,670</b>
CST (52)	ACSL	3,989,049	0	0	0	0	<b>3,989,049</b>
CST (52)	EB	188,590	0	0	0	0	<b>188,590</b>
<b>Total</b>		<b>4,589,309</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,589,309</b>

**Project Description:**

**4216441**

**SR 30 (US 98)**



**Work Summary:** RESURFACING      **From:** FROM PENSACOLA BAY BRIDGE  
**To:** TO THE ZOO ENTRANCE  
**Lead Agency:** FDOT      **Length:** 12.774

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CEI (61)	DIH	0	0	164,224	0	0	<b>164,224</b>
CST (52)	SU	0	0	937,482	0	0	<b>937,482</b>
CST (52)	DS	0	0	2,912,714	0	0	<b>2,912,714</b>
CEI (62)	SA	0	0	2,276,544	0	0	<b>2,276,544</b>
CST (52)	SA	0	0	14,659,379	0	0	<b>14,659,379</b>
CST (52)	EB	0	0	1,089,717	0	0	<b>1,089,717</b>
<b>Total</b>		<b>0</b>	<b>0</b>	<b>22,040,060</b>	<b>0</b>	<b>0</b>	<b>22,040,060</b>

**Project Description:**

**4216442**

**SR 30 (US 98)**



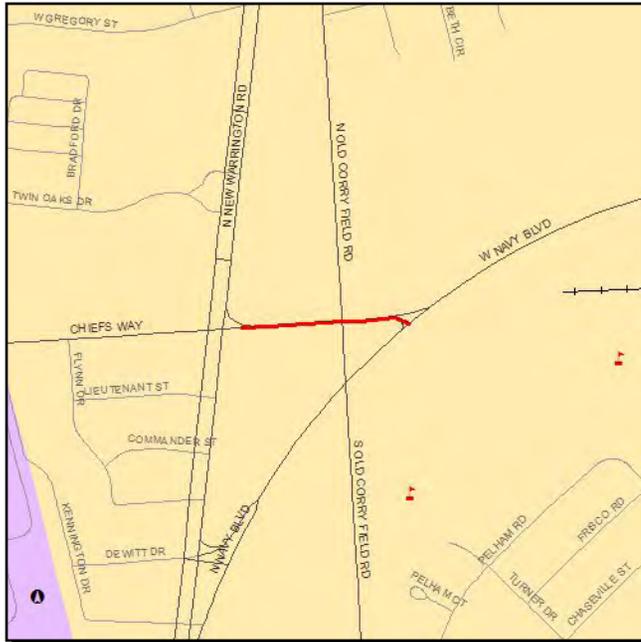
**Work Summary:** RESURFACING      **From:** FROM ZOO ENTRANCE  
**To:** TO OKALOOSA COUNTY LINE  
**Lead Agency:** FDOT      **Length:** 11.231

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CEI (62)	DS	0	2,096,168	0	0	0	<b>2,096,168</b>
CEI (61)	DIH	0	155,291	0	0	0	<b>155,291</b>
CST (52)	SU	0	1,493,800	0	0	0	<b>1,493,800</b>
CST (52)	DS	0	16,268,725	0	0	0	<b>16,268,725</b>
CST (52)	CM	0	1,049,941	0	0	0	<b>1,049,941</b>
CST (52)	EB	0	300,000	0	0	0	<b>300,000</b>
<b>Total</b>		<b>0</b>	<b>21,363,925</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>21,363,925</b>

**Project Description:**

**4230621**

**SR 294 CHIEF'S WAY**



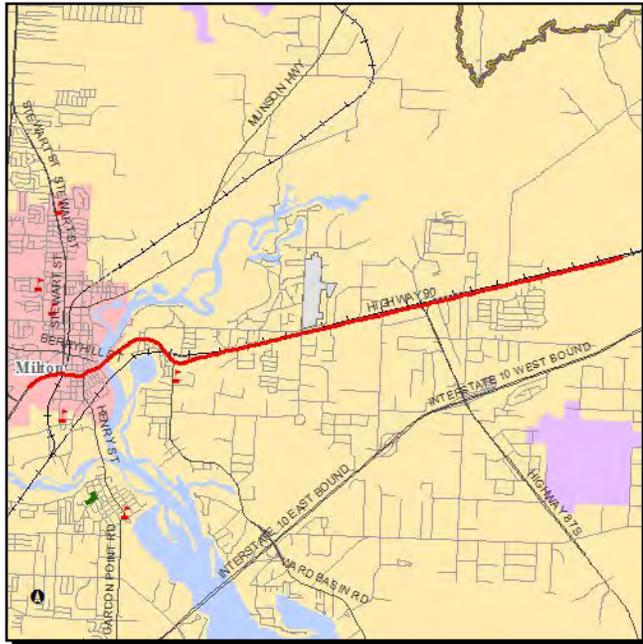
**Work Summary:** RESURFACING  
**From:** FROM SR 295  
**To:** TO SR 30 (US98) NAVY BLVD  
**Lead Agency:** FDOT  
**Length:** 0.181

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PE (32)	DS	114,643	0	0	0	0	<b>114,643</b>
PE (31)	DIH	11,464	0	0	0	0	<b>11,464</b>
CEI (61)	DIH	0	0	0	5,104	0	<b>5,104</b>
CEI (62)	DDR	0	0	0	76,313	0	<b>76,313</b>
CST (52)	DDR	0	0	0	329,743	0	<b>329,743</b>
<b>Total</b>		<b>126,107</b>	<b>0</b>	<b>0</b>	<b>411,160</b>	<b>0</b>	<b>537,267</b>

**Project Description:**

**4246111**

**SR 10 (US 90)**



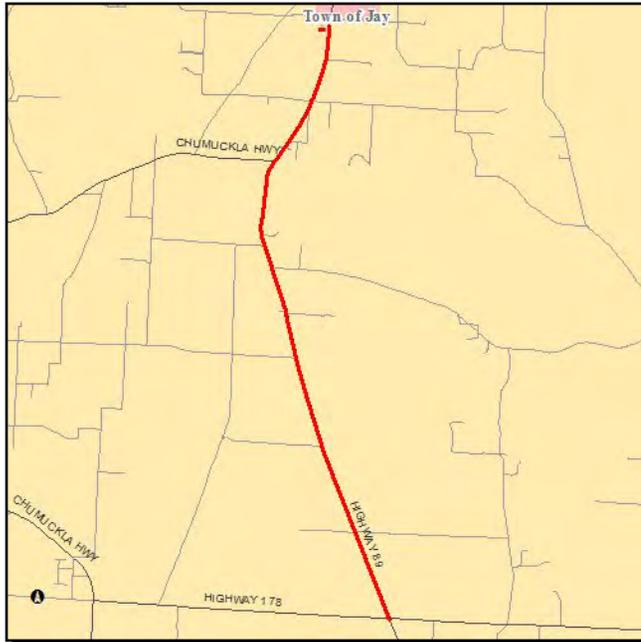
**Work Summary:** RESURFACING      **From:** FROM E OF CR 89  
**To:** TO 2.5 MILES E OF SR 87  
**Lead Agency:** FDOT      **Length:** 5.359

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CEI (61)	DIH	288,828	0	0	0	0	<b>288,828</b>
CST (52)	DS	3,037,020	0	0	0	0	<b>3,037,020</b>
<b>Total</b>		<b>3,325,848</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,325,848</b>

**Project Description:**

**4246121**

**SR 89**



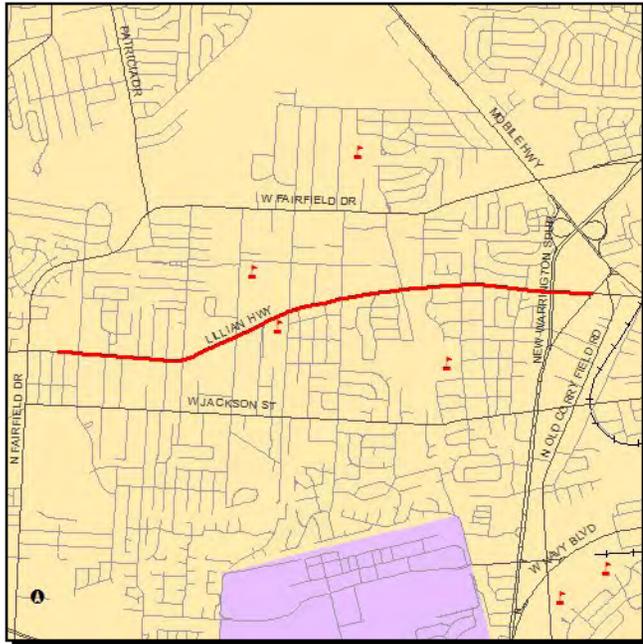
**Work Summary:** RESURFACING      **From:** FROM CR 178  
**To:** TO JAY CITY LIMITS  
**Lead Agency:** FDOT      **Length:** 7.450

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CEI (62)	DS	591,627	0	0	0	0	<b>591,627</b>
CEI (61)	DIH	36,819	0	0	0	0	<b>36,819</b>
CST (52)	DS	3,924,041	0	0	0	0	<b>3,924,041</b>
<b>Total</b>		<b>4,552,487</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,552,487</b>

**Project Description:** This project is NOT within the TPO Planning Area

**4246141**

**SR 298 LILLIAN HWY**



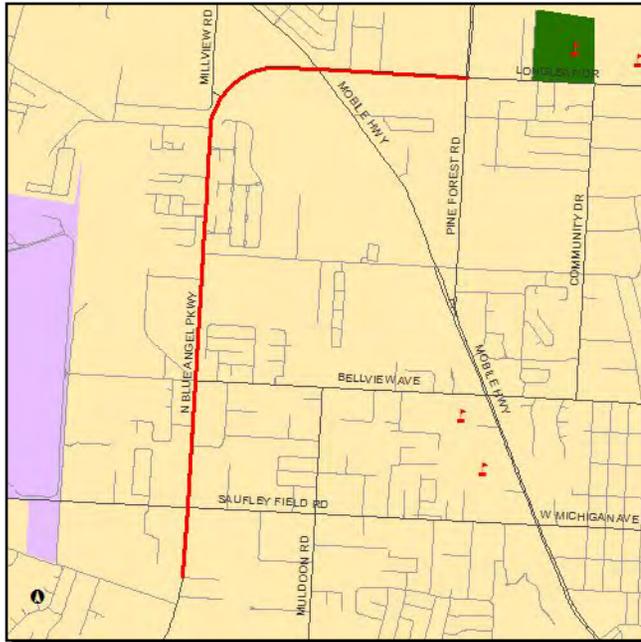
**Work Summary:** RESURFACING      **From:** FROM E. OF FAIRFIELD DR.  
**To:** TO NEW WARRINGTON RD.  
**Lead Agency:** FDOT      **Length:** 2.673

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CEI (62)	DS	0	355,368	0	0	0	<b>355,368</b>
CEI (61)	DIH	0	22,193	0	0	0	<b>22,193</b>
CST (52)	DS	0	1,955,271	0	0	0	<b>1,955,271</b>
<b>Total</b>		<b>0</b>	<b>2,332,832</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,332,832</b>

**Project Description:**

**4246181**

**SR 173 BLUE A. PKWY**



**Work Summary:** RESURFACING

**From:** FROM N BLUE ANGEL LANE

**To:** TO SR 297 PINE FOREST RD

**Lead Agency:** FDOT

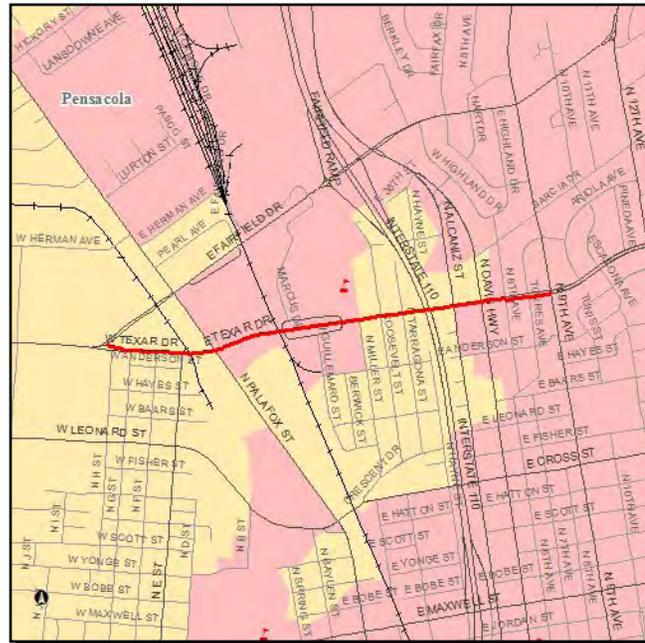
**Length:** 2.930

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PE (32)	DS	252,874	0	0	0	0	<b>252,874</b>
PE (31)	DIH	25,287	0	0	0	0	<b>25,287</b>
<b>Total</b>		<b>278,161</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>278,161</b>

**Project Description:**

**4269281**

**SR 752 TEXAR DRIVE**



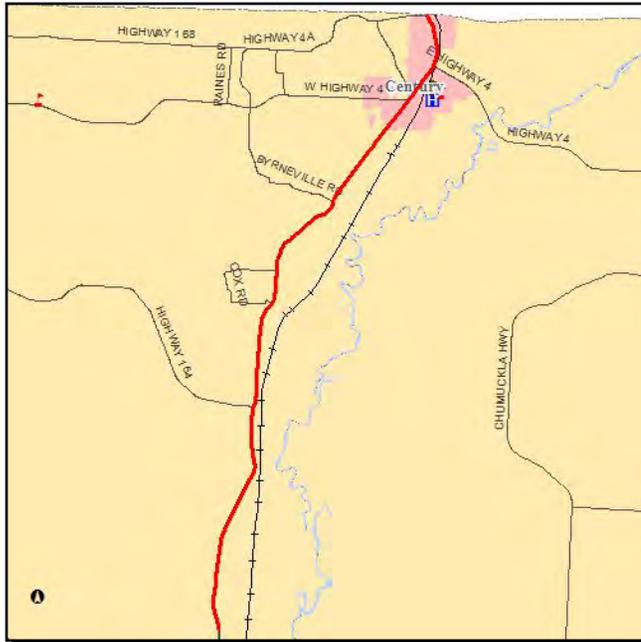
**Work Summary:** RESURFACING  
**From:** FROM SR 295/727 FAIRFIELD  
**To:** TO SR 289 9TH AVENUE  
**Lead Agency:** FDOT  
**Length:** 1.085

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CST (57)	DS	237,584	0	0	0	0	<b>237,584</b>
CEI (62)	DS	0	300,710	0	0	0	<b>300,710</b>
CEI (61)	DIH	0	18,097	0	0	0	<b>18,097</b>
CST (52)	DS	0	1,594,502	0	0	0	<b>1,594,502</b>
<b>Total</b>		<b>237,584</b>	<b>1,913,309</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,150,893</b>

**Project Description:**

**4269291**

**SR 95 (US 29)**



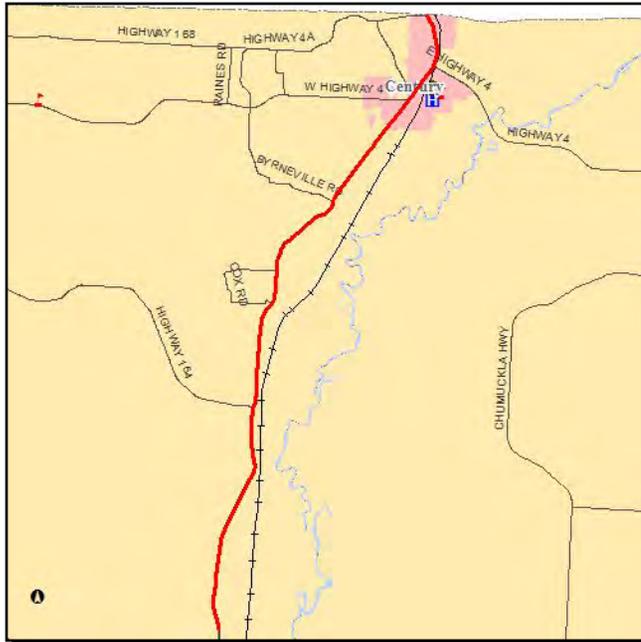
**Work Summary:** RESURFACING      **From:** FROM N OF PINE BARREN RD  
**To:** TO ALABAMA STATE LINE  
**Lead Agency:** FDOT      **Length:** 15.585

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CEI (62)	EB	0	0	0	0	2,716,819	<b>2,716,819</b>
CEI (61)	DIH	0	0	0	0	194,893	<b>194,893</b>
CST (52)	EB	0	0	0	0	22,146,885	<b>22,146,885</b>
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>25,058,597</b>	<b>25,058,597</b>

**Project Description:** This project is NOT within the TPO Planning Area

**4269292**

**SR 95 (US 29)**



**Work Summary:** MAINTENANCE RESURFACING (FLEX) **From:** North of Pine Barren Road  
**To:** Alabama State Line  
**Lead Agency:** FDOT **Length:** 15.585

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CEI (61)	DIH	766,902	0	0	0	0	<b>766,902</b>
CST (52)	DDR	4,336,142	0	0	0	0	<b>4,336,142</b>
CST (52)	DS	3,373,137	0	0	0	0	<b>3,373,137</b>
<b>Total</b>		<b>8,476,181</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8,476,181</b>

**Project Description:** Flex Pavement project due to pavement condition located North of Molino; any areas Urban section and 1.75" in Rural section. mill 2" in of corrosion.

**4269341**

**SR 289 9TH AVENUE**



**Work Summary:** RESURFACING  
**From:** FROM SR 10A (US 90)  
**To:** TO SR 742 CREIGHTON RD  
**Lead Agency:** FDOT  
**Length:** 5.784

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CEI (62)	DS	0	0	1,071,942	0	0	<b>1,071,942</b>
CEI (61)	DIH	0	0	56,245	0	0	<b>56,245</b>
CST (52)	DS	0	0	5,469,801	0	0	<b>5,469,801</b>
CST (52)	CM	0	0	370,799	0	0	<b>370,799</b>
<b>Total</b>		<b>0</b>	<b>0</b>	<b>6,968,787</b>	<b>0</b>	<b>0</b>	<b>6,968,787</b>

**Project Description:**

**4269351**

**SR 10A (US 90)**



**Work Summary:** RESURFACING  
**From:** FROM 15TH AVENUE  
**To:** TO HYDE PARK ROAD  
**Lead Agency:** FDOT  
**Length:** 2.077

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CEI (62)	DS	0	0	350,435	0	0	<b>350,435</b>
CEI (61)	DIH	0	0	20,184	0	0	<b>20,184</b>
CST (52)	DS	0	0	1,778,357	0	0	<b>1,778,357</b>
<b>Total</b>		<b>0</b>	<b>0</b>	<b>2,148,976</b>	<b>0</b>	<b>0</b>	<b>2,148,976</b>

**Project Description:**

**4269381**

**SR 87**



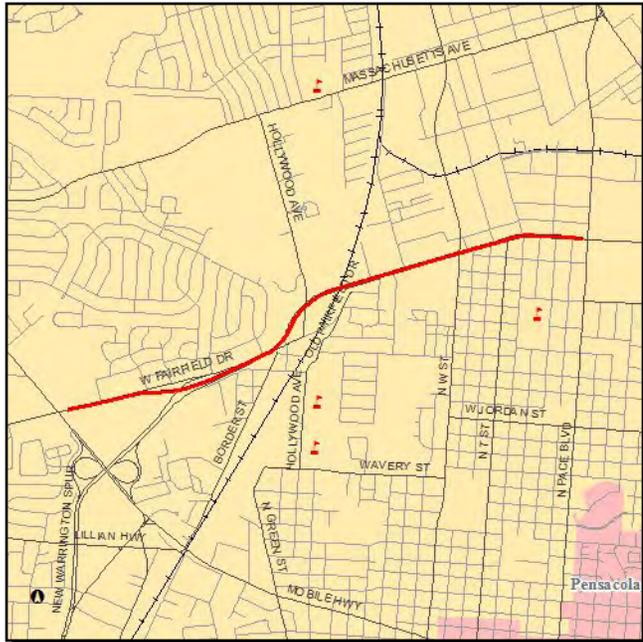
**Work Summary:** RESURFACING      **From:** FROM EGLIN AFB BOUNDARY  
**To:** TO N OF YELLOW RIVER BR  
**Lead Agency:** FDOT      **Length:** 9.172

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CEI (62)	DS	0	0	1,125,895	0	0	<b>1,125,895</b>
CEI (61)	DIH	0	0	44,519	0	0	<b>44,519</b>
CST (52)	DS	0	0	4,123,671	0	0	<b>4,123,671</b>
CST (52)	BRRP	0	0	190,101	0	0	<b>190,101</b>
<b>Total</b>		<b>0</b>	<b>0</b>	<b>5,484,186</b>	<b>0</b>	<b>0</b>	<b>5,484,186</b>

**Project Description:**

**4269511**

**SR 727/SR 295 Fairfield Dr**



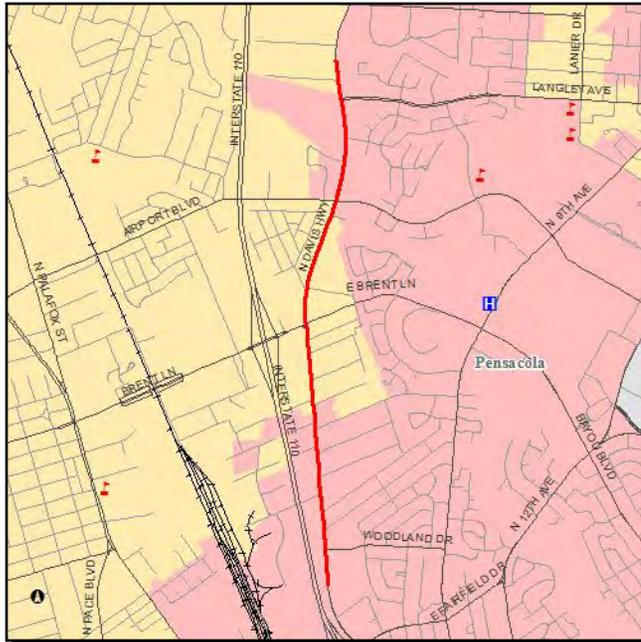
**Work Summary:** RESURFACING  
**From:** FROM SR 10A (US 90)  
**To:** TO SR 292 N PACE BLVD  
**Lead Agency:** FDOT  
**Length:** 2.308

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PE (32)	DS	587,109	0	0	0	0	<b>587,109</b>
PE (31)	DIH	58,711	0	0	0	0	<b>58,711</b>
CEI (61)	DIH	0	0	0	31,950	0	<b>31,950</b>
CEI (62)	CM	0	0	0	495,465	0	<b>495,465</b>
CST (52)	DS	0	0	0	1,505,064	0	<b>1,505,064</b>
CST (52)	CM	0	0	0	446,608	0	<b>446,608</b>
CST (52)	ACSA	0	0	0	217,816	0	<b>217,816</b>
CST (52)	EB	0	0	0	926,423	0	<b>926,423</b>
<b>Total</b>		<b>645,820</b>	<b>0</b>	<b>0</b>	<b>3,623,326</b>	<b>0</b>	<b>4,269,146</b>

**Project Description:**

**4269531**

**SR 291 DAVIS HWY**



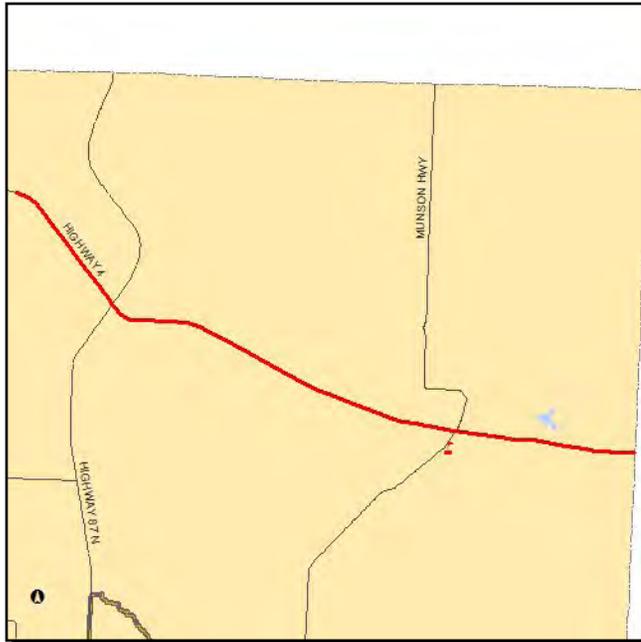
**Work Summary:** RESURFACING  
**From:** FROM N OF SR295 FAIRFIELD  
**To:** TO NORTH OF LANGLEY AVE  
**Lead Agency:** FDOT  
**Length:** 2.518

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PE (32)	DS	680,222	0	0	0	0	<b>680,222</b>
PE (31)	DIH	35,053	0	0	0	0	<b>35,053</b>
CEI (61)	DIH	0	0	0	26,326	0	<b>26,326</b>
CEI (62)	DDR	0	0	0	419,152	0	<b>419,152</b>
CST (52)	DDR	0	0	0	2,023,893	0	<b>2,023,893</b>
CST (52)	HSP	0	0	0	600,000	0	<b>600,000</b>
CST (52)	EB	0	0	0	600,000	0	<b>600,000</b>
<b>Total</b>		<b>715,275</b>	<b>0</b>	<b>0</b>	<b>3,669,371</b>	<b>0</b>	<b>4,384,646</b>

**Project Description:**

**4269711**

**SR 4**



**Work Summary:** RESURFACING      **From:** FROM CR 87A MARKET ROAD  
**To:** TO OKALOOSA COUNTY LINE

**Lead Agency:** FDOT      **Length:** 19.535

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PE (32)	EB	1,466,052	0	0	0	0	<b>1,466,052</b>
PE (31)	DIH	143,273	0	0	0	0	<b>143,273</b>
CEI (61)	DIH	0	0	0	98,082	0	<b>98,082</b>
CEI (62)	SA	0	0	0	1,629,609	0	<b>1,629,609</b>
CST (52)	SA	0	0	0	10,185,056	0	<b>10,185,056</b>
<b>Total</b>		<b>1,609,325</b>	<b>0</b>	<b>0</b>	<b>11,912,747</b>	<b>0</b>	<b>13,522,072</b>

**Project Description:** This project is not within the TPO Boundary

**4269721**

**SR 281 AVALON BLVD**



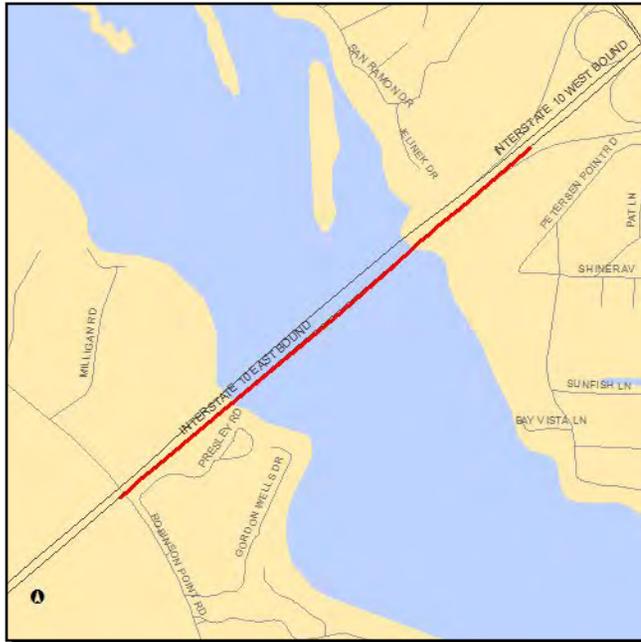
**Work Summary:** MAINTENANCE RESURFACING (FLEX) **From:** FROM GARCON POINTE BRIDGE  
**To:** TO N OF SR 8 (I-10)  
**Lead Agency:** FDOT **Length:** 6.784

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PE (31)	DIH	61,381	0	0	0	0	<b>61,381</b>
CEI (61)	DIH	0	0	0	48,038	0	<b>48,038</b>
CEI (62)	DDR	0	0	0	744,906	0	<b>744,906</b>
CST (52)	DDR	0	0	0	4,654,891	0	<b>4,654,891</b>
<b>Total</b>		<b>61,381</b>	<b>0</b>	<b>0</b>	<b>5,447,835</b>	<b>0</b>	<b>5,509,216</b>

**Project Description:**

**4287371**

**SR 8 (I-10)**



**Work Summary:** RESURFACING      **From:** FROM W OF BLACKWATER BR  
**To:** TO EAST OF BLACKWATER BR  
**Lead Agency:** FDOT      **Length:** 1.193

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
PE (31)	DIH	17,582	0	0	0	0	<b>17,582</b>
PE (32)	ACIM	175,824	0	0	0	0	<b>175,824</b>
CEI (62)	ACIM	0	0	247,950	0	0	<b>247,950</b>
CEI (61)	ACIM	0	0	14,101	0	0	<b>14,101</b>
CST (52)	ACIM	0	0	1,076,436	0	0	<b>1,076,436</b>
<b>Total</b>		<b>193,406</b>	<b>0</b>	<b>1,338,487</b>	<b>0</b>	<b>0</b>	<b>1,531,893</b>

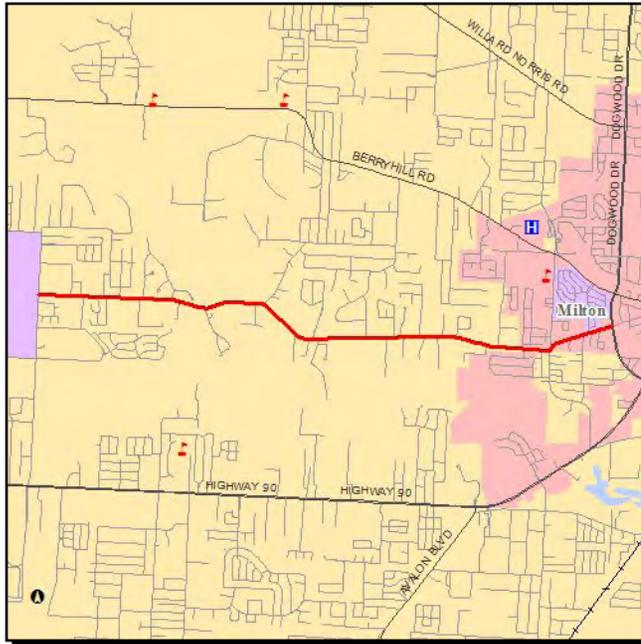
**Project Description:**





**4296821**

**HAMILTON BRIDGE ROAD**



**Work Summary:** RESURFACING  
**From:** FROM E SPENCER FIELD ROAD  
**To:** TO SR 89 DOGWOOD DRIVE  
**Lead Agency:** FDOT  
**Length:** 4.63

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CST (58)	SCOP	499,733	0	0	0	0	<b>499,733</b>
CST (58)	LF	166,577	0	0	0	0	<b>166,577</b>
<b>Total</b>		<b>666,310</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>666,310</b>

**Project Description:**

**4298491**

**CR 191 GARCON PT RD**



**Work Summary:** WIDEN/RESURFACE  
EXIST LANES

**From:** FROM S OF M KITCHENS RD

**To:** TO 1 MILE SOUTH I-10

**Lead Agency:** FDOT

**Length:** 3.436

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CST (58)	SCOP	639,628	0	0	0	0	<b>639,628</b>
CST (58)	LF	213,209	0	0	0	0	<b>213,209</b>
<b>Total</b>		<b>852,837</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>852,837</b>

**Project Description:**

**Section 10 - Seaport**

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**4231515**

**PORT OF PENSACOLA**



**Work Summary:** SEAPORT CAPACITY PROJECT

**From:**

**To:**

**Lead Agency:** FDOT

Phase	Fund Source	2011/12	2012/13	2013/14	2014/15	2015/16	Total
CAP (94)	GMR	1,500,000	0	0	0	0	1,500,000
CAP (94)	LF	1,500,000	0	0	0	0	1,500,000
<b>Total</b>		<b>3,000,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,000,000</b>

**Project Description:**

**Appendix A**  
**Acronyms/Definitions**

**ALDOT** Alabama Department of Transportation: State agency responsible for transportation issues and planning in Alabama

**BPAC** Bicycle/Pedestrian Advisory Committee: Advisory committee utilized by metropolitan planning organizations (MPOs) for specialized citizen input into the transportation planning process.

**BRATS** Baldwin Rural Area Transportation System: Public Transit System

**CAC** Citizens' Advisory Committee: Advisory committee utilized by most metropolitan planning organizations (MPOs) for citizen input into the transportation planning process.

**CFR** Code of Federal Regulations: Compilation of the rules of the executive department and agencies of the federal government

**CMAQ** Congestion Mitigation and Air Quality Improvement Program: A new categorical funding program created under ISTEA which directs funding to projects that contribute to meeting national air quality standards in non-attainment areas for ozone and carbon monoxide.

**CMPP** Congestion Management Process Plan: This plan assists decision-makers in selecting cost effective, short term strategies to enhance the mobility of people and goods by rating the performance of existing transportation facilities

**CTC** Community Transportation Coordinators: People contracted by the Transportation Disadvantaged Commission to provide complete, cost-effective and efficient transportation services to transportation disadvantaged (TD) persons.

**CTST** Community Traffic Safety Team: Florida's Community Traffic Safety Teams (CTSTs) are locally based groups of highway safety advocates who are committed to solving traffic safety problems through a comprehensive, multi-jurisdictional, multi-disciplinary approach. Members include local city, county, state, and occasionally federal agencies, as well as private industry representatives and local citizens.

**DCA** Department of Community Affairs: State land planning agency responsible for a number of programs, including Chapters 163 and 380 of the Florida Statutes (F.S.).

**DEP** Florida Department of Environmental Protection: State agency responsible for the implementation of most of Florida's environmental regulations, including air monitoring and assessment; formerly the Departments of Natural Resources and Environmental Regulation.

**ECAT** Escambia County Area Transit: Public transportation system.

**EMO** Environmental Management Office: The office at the Florida Department of Transportation responsible for protecting and enhancing a sustainable human and natural environment while developing safe, cost effective, and efficient transportation systems.

**EPA** Environmental Protection Agency: A federal agency responsible for dealing with national environmental issues.

**FAA** Federal Aviation Administration: Federal entity responsible for overseeing air commerce, air traffic control, noise abatement and other related issues.

**FDOT** Florida Department of Transportation: State agency responsible for transportation issues and planning in Florida.

**FHWA** Federal Highway Administration: Division of the U.S. Department of Transportation responsible for administering federal highway transportation programs.

**F.S.** Florida Statutes: Documents in which Florida's laws are found.

**FTA** Federal Transit Administration: A statewide, comprehensive transportation plan which establishes long-range goals to be accomplished over a 20-25 year time frame; developed by Florida Department of Transportation (FDOT); updated on an annual basis.

**FTP** Florida Transportation Plan: A statewide, comprehensive transportation plan which establishes long-range goals to be accomplished over a 20-25 year time frame; developed by Florida Department of Transportation (FDOT); updated on an annual basis.

**FY** Fiscal Year: A budget year; runs from July 1 through June 30 for the state of Florida, and from October 1 through September 30 for the federal government.

**ICE** Intergovernmental Coordination Element: Required element of a local government comprehensive plan addressing coordination between adjacent local governments, and regional and state agencies; requirements for content are found in Rule 9J-5.015, F.A.C. and 163.3177(6)(h), F.S.

**ITS** Intelligent Transportation System: The use of computer and communications technology to facilitate the flow of information between traveler and system operators to improve mobility and transportation productivity.

**JPA** Joint Participation Agreement: Legal instrument describing intergovernmental tasks to be accomplished and/or funds to be paid between government agencies. K Design Hour Factor: Used to convert daily traffic counts to hourly traffic counts, and annual average traffic counts to peak season traffic counts; most road are designed

for peak hour, peak season traffic counts. LDR Land Development Regulations: Local development regulations used to implement comprehensive plans; required by 9J-5.006, F.A.C. and Chapter 163.3177(6)(a), F.S.

**LAP** Local Agency Program: Agreement negotiated between a Local Agency and FDOT allocating Federal funds to a transportation project.

**LRC** Long Range Component: The part of the Florida Transportation Plan (FTP) that addresses a time span of about 20 years; updated at least every five years to reflect changes in the issues, goals and long range objectives.

**LRTP** Long Range Transportation Plan: A 20 year forecast plan required of state planning agencies and TPO/MPOs; it must consider a wide range of social, environmental, energy and economic factors in determining overall regional goals and consider how transportation can best meet these goals.

**MPO** See TPO

**MPOAC** Metropolitan Planning Organization Advisory Council: An advisory council, consisting of one member from each TPO, which serves the principal forum for collaborative policy discussion in urban areas; it was created by law to assist the TPO/MPOs in carrying out the urbanized area transportation planning process.

**NHS** National Highway System: Specific major roads to be designated by September 30, 1995; the NHS will consist of 155,000 (plus or minus 15%) miles of road and represents one category of roads eligible for federal funds under ISTEA.

**RTPO** Regional Transportation Planning Organization:

**ROW** Right-of-Way: Real property that is used for transportation purposes; defines the extent of the corridor that can be used for the road and associated drainage.

**RPC** Regional Planning Council: A multipurpose organization composed of representatives of local governments and appointed representatives from the geographic area covered by the council, and designated as the primary organization to address problems and plan solutions that are of greater than local concern or scope; currently 11 regional planning councils exist in Florida.

**SAFETEA-LU** Safe, Accountable, Flexible, and Efficient Transportation Equity Act, a Legacy for Users: Federal legislation that was signed into law on August 10<sup>th</sup> 2005. This legislation built upon the ISTEA and TEA-21 premises but advocated a new direction in transportation planning, as evidenced by its name.

**SIS** Strategic Intermodal System: The SIS is a transportation system that is made up of statewide and regionally significant facilities and services (strategic), that contains all forms of transportation for moving both people and goods, including linkages that

provide for smooth and efficient transfers between modes and major facilities (intermodal), and that integrates individual facilities, services, forms of transportation (modes) and linkages into a single, integrated transportation network (system)

**SRTS** Safe Routes to School: The Safe Routes to School Program (SRTS) was authorized in August 2005 by Section 1404 of the federal transportation act, SAFETEA-LU (the *Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users*). SRTS funds are administered through the seven FDOT Districts and overseen by the State Safe Routes to School Coordinator Program guidelines and other program documents have been developed to create a competitive application process for infrastructure projects and non-infrastructure programs.

**STIP** State Transportation Improvement Program: A staged, multiyear, statewide, intermodal program that is consistent with the state and metropolitan transportation plans; identifies the priority transportation projects to be done over the next three years; is developed by the Florida Department of Transportation (FDOT) and must be approved by the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) at least every two years.

**TCC** Technical Coordinating Committee: A standing committee of most metropolitan planning organizations (MPOs); function is to provide advice on plans or actions of the MPO from planners, engineers and other staff members (not general citizens.)

**TD** Transportation Disadvantaged: People who are unable to transport themselves or to purchase transportation due to disability, income status or age.

**TDP** Transit Development Program: A plan developed by the transit operator and endorsed by the TPO; it addresses public transportation needs, operations, services, and contains a financial plan. The plan has a 10-year horizon, with a major update every five years, and it also requires annual updates.

**TDSP** Transportation Disadvantage Service Plan: A five year plan which reviews the need for Transportation Disadvantaged services, goals, objectives, and performance measures; it is updated annually.

**TIP** Transportation Improvement Program: A priority list of transportation projects developed by a metropolitan planning organization that is to be carried out within the five year period following its adoption; must include documentation of federal and state funding sources for each project and be consistent with adopted local comprehensive plans.

**TPO (MPO)** Transportation or Metropolitan Planning Organization: The forum for cooperative transportation decision-making; required for urbanized areas with populations over 50,000.

**TSM** Transportation Systems Management: Strategies to improve the efficiency of the transportation system through operational improvements such as the use of bus priority or reserved lanes, signalization, access management, turn restrictions, etc.

**UPWP** Unified Planning Work Program: Developed by Metropolitan Planning Organizations (MPOs); identifies all transportation and transportation air quality activities anticipated within the next one to two years, including schedule for completing, who is doing it, and products to be produced

**Appendix B**  
**Phase and Fund Codes**

## TIP Phase Codes

<b>Group</b>	<b>Description</b>	<b>Type</b>	<b>Description</b>
1	Planning (PLN)	1	In-House
2	Project Development & Environmental Study (PD&E)	2	Consultant/Contractor
3	Preliminary Engineering (PE)	3	Purchase
4	Right-of-Way (ROW)	4	Grant
5	Construction (CST)	5	Relocate
6	Construction Support (CEI)	6	Utility
7	Maintenance (MAINT)	7	Railroad
8	Operations (OPS)	8	Other Agency
9	Capital (CAP)	9	Indirect Support
A	Administration (ADMIN)	A	Contract Incentive
B	Research (RES)	B	Service Contract
C	Environmental (ENVIR)		

## Fund Codes

The following pages were taken from the FDOT Work Program Instructions for the Tentative Work Program (FY 11-12 to 15/16). These pages contain definitions for the various funding codes used in the TIP.

**Florida Department of Transportation**  
**Active Fund Codes in FM**

<b>Fund</b>	<b>Description</b>	<b>Fund</b>	<b>Description</b>	<b>Fund</b>	<b>Description</b>
AC2E	Advance Construction (SR2E)	DSB3	Pinellas Bayway	HRRR	High Risk Rural Road
AC2N	Advance Construction (SR2N)	DSB4	Miami-Dade Expressway Authority	HSP	Highway Safety Program
AC2S	Advance Construction (SR2S)	DSB5	Beeline East	HSR	High Speed Rail Corr Sec.1010
ACBR	Advance Construction (BRT)	DSB6	Tampa-Hillsborough Expr Auth	HSRS	High Speed Rail Stimulus (FRA)
ACCM	Advance Construction (CM)	DSB7	Mid-Bay Bridge Authority	I	Fed Interstate/State Primary
ACEM	Earmarks AC	DSB9	Santa Rosa County	IBRC	Innovative Bridge Res & Const
ACEN	Advance Construction (EBNH)	DSB8	Orlando-Orange Co. Expr. Sys.	IFLA	I Florida
ACEP	Advance Construction (EBBP)	DSBC	Garcon Point Bridge	IM	Interstate Maintenance
ACER	Advance Construction (ER)	DSBD	I-95 Express Lanes	IMD	Interstate Maintenance Discret
ACIM	Advance Construction (IM)	DSBE	Emerald Coast Bridge Authority	INS	Insurance
ACNH	Advance Construction (NH)	DSBF	I-595	IRR	Indian Reservation Roads
ACRH	Advance Construction (RHH)	DSBT	Tumpike	IVH	Intelligent Vehicle Highway Sys
ACRP	Advance Construction (RHP)	DSF	State Primary Matching Fund	LF	Local Funds
ACSA	Advance Construction (SA)	DU	State Primary/Federal Reim	LFD	"LF" for STTF Utility Work
ACSE	Advance Construction (SE)	DWS	Weigh Stations-State 100%	LFF	Local Fund - for Matching F/A
ACSH	Advance Construction (SH)	EB	Equity Bonus	LFI	Local Funds Interest Earned
ACSL	Advance Construction (SL)	EBBP	Equity Bonus – Bridge	LFNE	Local Funds not in Escrow
ACSN	Advance Construction (SN)	EBNH	Equity Bonus - NH	LFP	Local Funds for Participating
ACSP	Advance Construction (SP)	EBOH	Equity Bonus- Overhead	LFR	Local Funds/Reimbursable
ACSS	Advance Construction (SS)	EM09	GAA Earmarks FY 2009	LFRF	Local Fund Reim -Future
ACSU	Advance Construction (SU)	EM10	GAA Earmarks FY 2010	LFU	Local Funds Unforeseen Work
BA	Donor Bonus. Any Area	ER05	Hurricanes 2005	LHIP	Highway Infrastructure - 2010
BL	Db, Areas <= 200k	ER06	Hurricanes 2006	LRSC	Local Reimbursable-Small Cnty
BNBR	Amendment 4 Bonds (Bridges)	ER07	Natural Disasters 2007	MA	Min Allocation (any area)
BNCA	Bond - Controlled Access	ER08	Hurricanes 2008	MABP	Min Alloc. Bridges (non-8RT)
BNDS	Bond – State	ER09	2009 Emergency Relief Events	MABR	Min Alloc. Bridges (BRT)
BNIR	Intrastate R/W and Bridge Bonds	ER10	2010 Emergency Relief Events	MANH	Min Alloc. (NH)
BNPK	Amendment 4 Bonds	F001	Federal Discretionary – US 19	MCSA	Motor Carrier Safety Assist.
BRP	State Bridge Replacement	F002	Corridors/Borders – US 19	MCSG	Motor Carrier Safety Grant
BRRP	State Bridge Repair And Rehab	F003	I-75 Discretionary	MG	Minimum Guarantee
BRT	Fed Bridge Repl – On System	F004	Corridors/Borders – Boca Raton	MGBP	Min. Guarantee Bridge Program
BRTD	Fed Bridge Repl - Discretionary	F330	Sec 330 STP Earmarks 2003	MGNH	Minimum Guarantee for NH
BRTZ	BRT (AC/Regular)	FAA	Federal Aviation Admin	ML	MA Areas <= 200k
BU	Db, Urban Areas > 200K	FBD	Ferryboat Discretionary	MU	MA Urban Areas > 200k
BZAC	BRTZ (AC/Regular)	FCO	Primary/Fixed Capital Outlay	NCPD	National Corridor Plan and Dev
CFA	Contractor Funds Advance	FD20	FDM-City of N Miami	NH	Principal Arterials
CIGP	County Incentive Grant Program	FD21	FDM-Dodge Island Tunnel	NHBR	National Highways Bridges
CIGR	CIGP for Growth Management	FD22	FDM-Biscayne Blvd. – Miami	NHTS	National Hwy Traffic Safety
CM	Congestion Mitigation – ACQ	FD29	FDM-Dade-Adven/Sunny Isles	NSTP	New Starts Transit Program
COE	Corp of Engineers (Non-Budget)	FD34	Fed-Airport Access Road – Jax	PKBD	Turnpike Master Bond Fund
D	Unrestricted State Primary	FEDR	Federal Research Activities	PKCF	Turnpike STTF Carryforward
DC	State Primary PE Consultants	FEMA	Fed Emergency Mgt Assistance	PKER	TPK Maintenance Reserve-ER
DCA	Department of Community Affairs	FGWB	Fixed Guideway Bond Projects	PKLF	Local Support for Tpk
DDR	District Dedicated Revenue	FHPP	Federal High Priority Projects	PKM1	Tpk Toll Maintenance
DDRF	Dist Dedicated Rev Matching Fund	FRA	Federal Railroad Administration	PKMT	Central Florida Beltway Trust Fund
DEM	Environmental Mitigation	FRAD	FRA Grant Payback	PKOH	Tpk Indirect Costs
DEMW	Environmental Mitigation-Wetlands	FRM4	STP, Earmarks - 2004	PKYI	Tpk Improvement
DEP	Depart of Environmental Protection	FRM6	Highway Priority Projects	PKYO	Tpk Toll Collection/Operation
DER	Emergency Relief – State Funds	FSDU	Fed Stimulus, Ferry Boat Disc	PKYR	Tpk Maintenance Reserve
DFTA	Fed Pass - Through \$ From FTA	FSF1	Fed Stimulus, State Managed	PL	Metro Plan (85% FA; 15% other)
DI	St. - SAW Inter/Intrastate Hwy	FSFB	Fed Stimulus, Enhancement	PLAC	Metro Plan – AC/Regular
DIH	State In-house Product Support	FSSE	Fed Stimulus, Areas <= 200K	PLH	Forest Highways
DIOH	State 100% - Overhead	FSSL	Fed Stimulus, Non-Urban	PLHD	Public Lands Highway Discr.
DIRS	Advanced Acquisition - Intra. Corr.	FSSN	Fed Stimulus, Urban Areas > 200K	PORT	Seaports
DIRT	State Funds Used on Tpk	FSSU	Fed Stimulus, Federal Transit Administration	RBRP	Reimbursable BRP Funds
DIS	Strategic Intermodal System	FTA	FTA Funds Comm. By TD Comm.	RECT	Recreational Trails
DITS	Statewide ITS – State 100%	FTAD	FHWA Transfer to FTA (non-bud)	RED	Redistr. Of FA (SEC 1102F)
DL	Local Funds - PTO – Budgeted	FTAT	General Revenue for SIS	RHH	Rail-Highway Xings – Hazard
DPTO	State PTO	GMR	Gen Rev. Projects for 2008 GAA	RHP	Rail-Highway Xings – Prot. Dev.
DRA	Rest Areas – State 100%	GR08	General Revenue for SCOP	S112	STP, Earmarks – 2006
DS	State Primary Highways And PTO	GRSC	HP	S115	STP, Earmarks – 2004
DSB	Pri Consult/Reimbursed by bonds	HP	HP (AC/Regular)	S117	STP Earmarks – 2005
DSB0	Unallocated to Facility	HPAC	High Priority Projects	S125	STP Earmarks - 2009
DSB1	Skyway	HPP	Federal Highway Research	S126	Belleair Cswy Bridge Replace
DSB2	Everglades Pkwy/Alligator Alley	HR		SA	STP, Any Area

**Florida Department of Transportation**  
**Active Fund Codes in FM**

<b>Fund</b>	<b>Description</b>	<b>Fund</b>	<b>Description</b>	<b>Fund</b>	<b>Description</b>
SAFE	Secure Airports for FL Economy	SU	STP, Urban Areas > 200k	TMBD	I-95 Express Lanes
SB	Scenic Byways	TCP	Fuel Tax Compliance Project	TO01	Sunshine Skyway
SBPF	Safety Belt Performance-FHWA	TCSP	Trans., Community & System Pres.	TO02	Everglades Parkway
SBPG	Safety Belt Performance Grants	TDDR	Trans Disadv –DDR Use	TO03	Pinellas Bayway
SCOP	Small County Outreach Program	TDHC	Trans Disadv - Healthcare	TO04	Dade Expressway
SCRA	Small County Resurfacing	TDTF	Trans Disadv - Trust Fund	TO05	Beeline East
SE	STP, Enhancement	TFRT	Toll Facility Revolving Trust Fund	TO06	Tampa-Hills, Expr. Auth.
SED	State Economic Development	TIF2	TIFIA Loan – Rental Car Facility	TO07	Mid-Bay Bridge Authority
SH	STP, Hazard Elimination	TIF1	Trans. Infrac. Fin. & Innov. Act	TO08	Mayport Ferry Operation
SIB1	State Infrastructure Bank	TIMP	Transportation Improvement	TO09	Santa Rosa County
SIBG	SIB funds – Growth Management	TM01	Sunshine Skyway	TO10	Sawgrass Expressway
SL	STP, Areas < 200k	TM02	Everglades Parkway	TO11	Orl.-Orange Co. Expr. Sys.
SN	STP, Mandatory, Non-Urban	TM03	Pinellas Bayway	TOBC	Garcon Point Bridge
SP	STP, RR Protective Devices	TM04	Miami - Dade Xway Authority	TOBD	I-95 Express Lanes
SPAC	STP, RR Prot. Devices (AC,Reg)	TM05	Beachline East	TOBF	I-595
SR	STP, RR Hazard Elimination	TM06	Tampa-Hills, Expr. Auth.	TRIP	Trans Regional Incentive Prog
SR2E	Safe Routes - Either	TM07	Mid-Bay Bridge Authority	TSIN	Safety for Non - Construction
SR2N	Safe Rts to School – Non-infrastruc	TM08	Mayport Ferry Operation	TSIR	Safety for Research Activities
SR2S	Safe Rts to School – Infrastructure	TM09	Santa Rosa County	TSM	Transport Systems Mgmt.
SRAC	STP, RR Hazard Elim AC/Regular	TM10	Sawgrass Expressway	USFW	US Fish and Wildlife Service
SSM	Fed Support Services/Minority	TM11	Orl-Orange Co. Expr. Sys	USHS	US Dept. of Homeland Security
ST10	STP Earmarks - 2010	TMBC	Garcon Point Bridge	VPPP	Value Pricing Pilot Program

Live code information is available to FDOT employees through the infonet at  
<http://webapp02.dot.state.fl.us/fmsupportapps/itemsegmentsearch/QuickRef.aspx>

## **Appendix C**

### **Projects Funded in Previous TIPs but Not Currently Receiving Funding**

**Projects with PD&E Underway or Completed and Related Status Information**

FDOT Financial Project Number	Project Description	Limits	PD&E Completed (Year)	Year Design Funds Programmed	Additional Comments
421011-1	SR 292 Perdido Key Drive	Alabama State Line to Innerarity Point Rd	Underway	FY 13/14	
421012-1	SR 173 Blue Angel Parkway	SR292 Sorrento Rd to SR30 (US98)	Underway	2008 (underway)	Currently funded by FDOT and Escambia County pursuant to a TRIP Joint Project Agreement dated May 11, 2006. Funds are allocated through FY2011. Design is funded through state tax revenue and Local Option Sales Tax. ROW acquisition is planned by Escambia County for FY????? and will be funded in part by Tax Increment Financing (TIF) authorized pursuant to local resolution. Escambia County will seek federal funds for the balance of funding for ROW and construction.
421011-2	SR 292 Sorrento Road	Innerarity Point Rd to SR173 Blue Angel Pkwy	Underway	2007 (underway)	Funding for PD&E update or design update is in the 2035 CFP in the 2031-2035 time period. The TPO and county will continue to look for alternative funding to move the project forward
421014-1	Burgess/Pinestead/ Long leaf Ext.	SR297 Pine Forest to SR95 (US29)	Underway	2008 (underway)	The 2035 CFP has ROW funding in 2021-2025 time period. The county has some ROW programmed between 2016 and 2020.
218404-1	Burgess/Creighton Extension		Underway	???	County PD&E has not been advertised. <b>Check with county to see if they have funding for design</b>
218605-2	9 Mile SR10 (US90A)	SR297 Pine Forest to SR95 (US29)	Underway	2011	Consultant is updating PD&E, Design will follow with TRIP funds
409334-1	Pensacola Bay Bridge SR 30 (US98)	Bridge Replacement	Underway	2013	
222476-1	I-10 & SR95 (US 29)	Interchange	Underway		FHWA Approved EA FONSI
	Escambia /Santa Rosa Beltway				This project is in the planning phase & is a project in the NWFCMA Master Plan. The 2035 LRTP shows it as a need outside 2035.

220403-1	SR 87	SR30 (US98) to SR10 (US90)	Yes (2000)		Phase 62 currently open
220436-1	Hwy 90 & Avalon Blvd.		YES (1996)	Plans complete 2004	Design done under 220412-2. ROW in 2035 CFP in the 2021-2025 time period. Design will need update before construction.
220440-1	SR30 (US 98)	Bayshore Rd to Portside Dr	Yes (2002)	FY 08, 09, and 10	
	Woodbine Rd. and Five Points	Intersection Modification			Work Program currently has TRIP funding for ROW in FY13; Santa Rosa has purchased the ROW and has requested these funds be re-allocated to construction
	SR727 Fairfield Drive	Lillian Hwy (298) to Mobile Hwy (10A)	Yes (1999)		
	9th/Langley/Tippen Instersection				Need info from county on this one.

## **Appendix D**

### **Federally Obligated Projects for Fiscal Year 2010**

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FLORIDA DEPARTMENT OF TRANSPORTATION

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FEDERAL OBLIGATIONS REPORT  
INPUT SELECTION  
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FEDERAL FISCAL YEAR = 2010 (10/01/2009 - 09/30/2010)

SORT = S (BY ITEM)

DISTRICT/COUNTY/STATEWIDE = FLORIDA-ALABAMA TPO

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 \*\*HIGHWAYS\*\*  
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ITEM NO	DESCRIPTION	OLD ITEM							
COUNTY	RDWY ID	PROJ LGTH	EXIST/IMPROVE/ADD (LANES)	TYPE OF WORK	PRELIMINARY	RIGHT-OF-WAY	RAILROADS & UTILITIES	CONSTRUCTION	GRANTS & MISC.
FEDERAL AID NUMBER	FAC	AUTH DATE	FUND		ENGINEERING				
2204126	SR 281 AVALON BLVD								
	FROM N OF CSX R/R BRIDGE TO S OF COMMERCE ROAD								
SANTA ROSA				ADD LANES & RECONSTRUCT					
58005000	.984 MI	2	2	2					
ARRA 002 B				FSF1	0	0	0	-7,441	0
				SL	0	0	0	10,132	0
				** ITEM TOTALS **	0	0	0	2,691	0
2204127	SR 281 AVALON BLVD								
	FROM S OF MOOR'S LODGE TO N OF CSX R/R BRIDGE								
SANTA ROSA				ADD LANES & RECONSTRUCT					
58005000	1.481 MI	2	2	2					
8887 774 A				SU	0	0	81,930	9,319,549	965,901
2204128	SR 281 AVALON BLVD								
	FROM SR 8 (I-10) TO S OF MOOR'S LODGE								
SANTA ROSA				ADD LANES & RECONSTRUCT					
58005000	.905 MI	4	0	2					
ARRA 714 B				FSF1	0	0	0	3,433,518	0
				FSSU	0	0	0	611,572	0
				HPP	0	0	0	3,103,656	0
				SU	0	0	0	270,088	0
SFT1 302 R				HPP	0	0	0	974,896	0
				** ITEM TOTALS **	0	0	0	8,393,730	0
2204401	SR 30 (US 98)								
	FROM BAYSHORE ROAD TO PORTSIDE DRIVE								
SANTA ROSA				PRELIM ENG FOR FUTURE CAPACITY					
58030000	4.253 MI	4	4	2					
4221 071 P				SU	26,647	0	0	0	0
2204423	SR 87								
	FROM N OF FIVE FORKS ROAD TO EGLIN AFB BOUNDARY								
SANTA ROSA				ADD LANES & RECONSTRUCT					
58040000	3.025 MI	2	2	2					
ARRA 586 B				FSF1	0	0	0	17,182,109	0
				SU	0	0	0	24,556	0
				** ITEM TOTALS **	0	0	0	17,206,665	0

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 \*\*HIGHWAYS\*\*  
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ITEM NO	DESCRIPTION	OLD ITEM								
COUNTY	RDWY ID	PROJ LGTH	FAC	TYPE OF WORK	EXIST/IMPROVE/ADD (LANES)	PRELIMINARY	RIGHT-OF-WAY	RAILROADS & UTILITIES	CONSTRUCTION	GRANTS & MISC.
FEDERAL AID NUMBER				AUTH DATE	FUND	ENGINEERING				
2224341	SR 8A I-110/SR 8 I10				3142547					
	FROM CR 95A OLD PALAFOX TO E SR 291 DAVIS HIGHWAY									
ESCAMBIA				ADD LANES & RECONSTRUCT						
48270000	12.214 MI			4 4 4						
0101 179 I				NHAC		0	0	0	8,308	0
2224348	SR 8A I-110/SR 8 I10									
	LITTORAL POND PLANTINGS LANDSCAPING									
ESCAMBIA				LANDSCAPING						
48260000	1.159 MI			6 0 0						
1101 186 I				NHAC		0	0	0	310,493	0
2224693	SR 8/8A (I-10/110)									
	SIGNAGE PROJECT									
ESCAMBIA				SIGNING/PAVEMENT MARKINGS						
48260000	1.079 MI			6 0 0						
0101 198 I				NHAC		0	0	0	50,581	0
2224771	SR 8 (I-10)				3142590					
	FROM SR 291 DAVIS HIGHWAY TO SR 10A (US 90) SCENIC									
ESCAMBIA				ADD LANES & RECONSTRUCT						
48260000	2.886 MI			4 4 2						
0101 197 I				NH		274,823	0	0	0	0
				NHAC		3,970,322	0	0	0	0
				** ITEM TOTALS **		4,245,145	0	0	0	0
4079382	ESCAMBIA COUNTY									
	PEDESTRIAN ACTUATED SIGNAL PROJECT									
ESCAMBIA				TRAFFIC SIGNALS						
48080000	12.898 MI			6 0 0						
9044 012 C				SU		469,834	0	0	0	0
4093341	SR 30 (US 98)									
	PENSACOLA BAY BRIDGE BRIDGE NO. 480035									
ESCAMBIA				BRIDGE REPLACEMENT						
48100000	2.967 MI			4 0 0						
4221 078 P				BRT		5,000,000	0	0	0	0

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 \*\*HIGHWAYS\*\*  
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ITEM NO	DESCRIPTION	OLD ITEM							
COUNTY	RDWY ID	PROJ LGTH	TYPE OF WORK		PRELIMINARY	RIGHT-OF-WAY	RAILROADS &	CONSTRUCTION	GRANTS &
FEDERAL AID NUMBER	FAC	EXIST/IMPROVE/ADD (LANES)	AUTH DATE	FUND	ENGINEERING		UTILITIES		MISC.
4097927	SR 292	GULF BCH HWY							
	FROM SR 173	BLUE ANGEL PW	TO SR 295	NAVY BLVD					
ESCAMBIA				ADD TURN LANE(S)					
48050000	5.216 MI	2	0	0	245,790	0	0	0	0
3508 010 S				ACSU					
4097928	SANTA ROSA COUNTY								
	PLANNING STUDIES UPDATES	SR30 (US98) & SR10 (US90)		CORRIDOR/SUBAREA PLANNING					
SANTA ROSA									
58030000	24.000 MI	4	0	0	122,895	0	0	0	0
9044 013 C				SU					
4111181	SR 10 (US 90)								
	PERDIDO RIVER BRIDGE NO.	480001							
ESCAMBIA				BRIDGE REPLACEMENT					
48010000	.856 MI	2	2	0	0	0	0	8,014,643	0
4801 043 P				BRAC					
4125451	ESCAMBIA/SANTA ROSA								
	COORD. TRAFFIC SIGNAL OPERATIONS								
ESCAMBIA				TRAFFIC SIGNALS					
48080000	3.644 MI	6	0	0	0	0	0	200,000	0
8887 283 A				CM					
4169181	SR 290 OLIVE ROAD								
	FROM E OF SR 289	9TH AVE TO SR 10A (US 90)		SCENIC					
ESCAMBIA				RESURFACING					
48030000	.752 MI	3	3	0	0	0	0	51,107	0
8887 549 A				EB					
4175582									
ESCAMBIA				EMERGENCY OPERATIONS					
	.000	0	0	0					
E043 173 E				ER05	0	0	0	614,582	0
4175941	SR 742 CREIGHTON RD								
	@ KEATING ROAD INTERSECTION								
ESCAMBIA				ADD TURN LANE(S)					
48013000	.290 MI	2	0	0	0	0	0	93,951	0
4092 008 U				SU					

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 \*\*HIGHWAYS\*\*  
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ITEM NO	DESCRIPTION	OLD ITEM	PRELIMINARY ENGINEERING	RIGHT-OF-WAY	RAILROADS & UTILITIES	CONSTRUCTION	GRANTS & MISC.
COUNTY	RDWY ID PROJ LGTH	TYPE OF WORK EXIST/IMPROVE/ADD (LANES)	FUND				
FEDERAL AID NUMBER	FAC	AUTH DATE					
4192921	SR 173 BLUE ANGEL PW FROM END OF 4 LANE TO BLUE ANGEL LANE	RESURFACING					
48205000	7.129 MI	3 3	0				
1100 001 B			EB	0	0	3,259,143	0
			SA	0	0	439,560	0
		** ITEM TOTALS **		0	0	3,698,703	0
4193651	ESCAMBIA	EMERGENCY OPERATIONS					
E052 086 E	.000	0 0 0	ER05	0	0	24,083	222,073
4206171	SR 289 9TH AVENUE @ CARPENTER CREEK DRIVE INTERSECTION	ADD RIGHT TURN LANE(S)					
48003000	.064 MI	4 0 0					
9044 014 C			CM	0	0	113,105	0
4206231	FL SR NO. 1 HISTORIC RESTORATION BIKE/PEDESTRIAN PATH	BIKE LANE/SIDEWALK					
58000000	9.500 MI	1 0 0					
8887 264 A			SE	0	0	673,900	0
4213111	BELLVIEW AVENUE OVER TURNERS CREEK BRIDGE	NO. 484073 BRIDGE REPLACEMENT					
48000028	.006 MI	2 2 0					
00B3 047 B			BRTZ	2,493	0	0	0
00B3 065 B			BRTZ	0	552,050	0	0
		** ITEM TOTALS **		2,493	552,050	0	0
4216361	SR 10 (US 90) FROM SR 87 STEWART STREET TO BAYOU DRIVE	RESURFACING					
58010000	.998 MI	3 3 0					
4801 044 P			CM	0	0	271,384	0
			SA	0	0	713,757	0
		** ITEM TOTALS **		0	0	985,141	0

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 \*\*HIGHWAYS\*\*  
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ITEM NO	DESCRIPTION	OLD ITEM	TYPE OF WORK	PRELIMINARY	RIGHT-OF-WAY	RAILROADS & UTILITIES	CONSTRUCTION	GRANTS & MISC.
COUNTY	RDWY ID PROJ LGTH	EXIST/IMPROVE/ADD (LANES)	FUND	ENGINEERING				
FEDERAL AID NUMBER	FAC	AUTH DATE						
4216441	SR 30 (US 98)							
	FROM PENSACOLA BAY BRIDGE	TO THE ZOO ENTRANCE						
	SANTA ROSA	RESURFACING						
58030000	12.774 MI	7 7	0					
4221 076 P			CM	624,497	0	0	0	0
			SA	694,657	0	0	0	0
		** ITEM TOTALS **		1,319,154	0	0	0	0
4217431	SR 95 (US 29)							
	FROM SR 292 PACE BLVD. TO	SR 296 BRENT LANE						
	ESCAMBIA	RESURFACING						
48040000	.927 MI	6 6	0					
1600 001 B			CM	0	0	0	811,242	0
			EB	0	0	0	64,862	0
			SA	0	0	0	457,516	0
		** ITEM TOTALS **		0	0	0	1,333,620	0
4228951	BAUER ROAD							
	OVER UNNAMED BRANCH BRIDGE NO. 484078							
	ESCAMBIA	BRIDGE REPLACEMENT						
48000128	.011 MI	2 0	0					
00B3 048 B			BRTZ	1,000	0	0	0	0
4228981	FANNY ROAD							
	OVER DEAD LAKE BRIDGE NO. 484045							
	ESCAMBIA	BRIDGE REPLACEMENT						
48000138	.023 MI	2 2	0					
00B3 074 B			BRTZ	762,446	0	0	0	0
4230571	SR 30 (US 98)							
	FROM PENSACOLA BAY BRIDGE	TO BAYFRONT PKWY SPLIT						
	ESCAMBIA	RESURFACING						
48100000	.310 MI	5 3	0					
4221 075 P			SA	0	0	0	283,389	0
4235421	SR 95 (US 29)							
	FROM MASSACHUSETTS AVE. TO	SR 296 BRENT LANE						
	ESCAMBIA	SIDEWALK						
48040000	.516 MI	6 0	0					
0091 054 P			HSP	4,949	0	0	0	0
0091 055 P			HSP	0	0	0	357,883	0
		** ITEM TOTALS **		4,949	0	0	357,883	0

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 \*\*HIGHWAYS\*\*  
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ITEM NO	DESCRIPTION	OLD ITEM	PRELIMINARY	RIGHT-OF-WAY	RAILROADS & UTILITIES	CONSTRUCTION	GRANTS & MISC.
COUNTY	RDWY ID PROJ LGTH	EXIST/IMPROVE/ADD (LANES)	ENGINEERING				
FEDERAL AID NUMBER	FAC	AUTH DATE FUND					
4235491	AIRWAY DRIVE FROM SR 10 (US 90A) 9 MI TO JOHNSON AVENUE						
ESCAMBIA		SIDEWALK					
48000000	1.020 MI	0 0 0					
SRTS 066 A		ACSA	0	0	0	7,236	0
		SR2E	0	0	0	131,000	0
		SR2S	0	0	0	483,763	0
	** ITEM TOTALS **		0	0	0	621,999	0
4241061	SR 727 FAIRFIELD DR FROM BRUCE STREET TO WEST OF SR 10A (US 90)						
ESCAMBIA		ADD LEFT TURN LANE(S)					
48004000	.463 MI	3 3 0					
9044 019 C		ACSU	0	0	0	681,409	0
4241081	SR 292 GULF BCH HWY @ WAYCROSS AVENUE INTERSECTION						
ESCAMBIA		ADD LEFT TURN LANE(S)					
48050000	.308 MI	2 2 0					
3508 007 S		HSP	3,972	0	0	0	0
3508 009 S		HSP	0	0	0	375,115	0
	** ITEM TOTALS **		3,972	0	0	375,115	0
4241121	SR 173 BLUE ANGEL PW @ BELLVIEW AVENUE INTERSECTION						
ESCAMBIA		ADD LEFT TURN LANE(S)					
48205000	.345 MI	2 2 0					
0011 038 P		EB	0	0	0	28,775	0
4244581	PINEVILLE ROAD BRUSHY CREEK BRIDGE BRIDGE NO. 484007						
ESCAMBIA		BRIDGE REPLACEMENT					
48000001	.012 MI	2 2 0					
00B3 075 B		BRTZ	604,514	0	0	0	0
4257451	SR 289 9TH AVENUE FROM SR 295 FAIRFIELD DR TO BERKLEY DRIVE						
ESCAMBIA		SIDEWALK					
48003000	.692 MI	4 0 0					
9044 015 C		EB	0	0	0	25,000	0
		SE	0	0	0	350,000	0
	** ITEM TOTALS **		0	0	0	375,000	0

10/04/10  
 10.42.53  
 FLORIDA-ALABAMA TPO

FLORIDA DEPARTMENT OF TRANSPORTATION  
 FEDERAL OBLIGATIONS - PROJECT DETAIL  
 FFY 2010 (10/01/2009 - 09/30/2010)

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 \*\*HIGHWAYS\*\*  
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ITEM NO	DESCRIPTION	OLD ITEM								
COUNTY	RDWY ID	PROJ LGTH	FAC	TYPE OF WORK	EXIST/IMPROVE/ADD (LANES)	PRELIMINARY	RIGHT-OF-WAY	RAILROADS & UTILITIES	CONSTRUCTION	GRANTS & MISC.
FEDERAL AID NUMBER				AUTH DATE	FUND	ENGINEERING				
4258811	SR 30 (US 98)									
	FROM FAIRPOINT DRIVE TO ANDREW JACKSON TRAIL									
	SANTA ROSA			INTERSECTION IMPROVEMENT						
58030000	.129 MI			6 6	0					
4221 073 C					HSP	0	0	0	100,000	0
4261701	SR 95 (US 29)									
	FROM SOUTH OF JACKSON ST TO NORTH OF COTTAGE ST									
	ESCAMBIA			DRAINAGE IMPROVEMENTS						
48060000	.134 MI			4 0	0					
ARRA 357 B					SL	0	0	0	60,373	0
					SN	0	0	0	209,314	0
				** ITEM TOTALS **		0	0	0	269,687	0
4262331	BECK'S LAKE ROAD									
	OVER UNNAMED BRANCH BRIDGE NO. 484036									
	ESCAMBIA			BRIDGE REPLACEMENT						
48000133	.006 MI			2 2	0					
00B3 076 B					BRTZ	503,102	0	0	0	0
4268932	CR 99 BEULAH ROAD									
	FROM W SR 10 (US 90A) 9MI TO SOUTH OF ISAACS LANE									
	ESCAMBIA			RESURFACING						
48509000	1.350 MI			2 2	0					
ARRA 536 B					FSSU	0	0	0	111,394	0
4269291	SR 95 (US 29)									
	FROM N OF PINE BARREN RD TO ALABAMA STATE LINE									
	ESCAMBIA			RESURFACING						
48060000	15.585 MI			4 4	0					
0091 056 P					SL	3,650,918	0	0	0	0
4276401	BELLVIEW ELEMENTARY									
	SCHOOL SIDEWALK PROJECT									
	ESCAMBIA			SIDEWALK						
48000000	.700 MI			0 0	0					
SRTS 120 A					SR2E	48,313	0	0	0	0

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 \*\*HIGHWAYS\*\*  
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ITEM NO	DESCRIPTION	OLD ITEM								
COUNTY	RDWY ID	PROJ LGTH	TYPE OF WORK		PRELIMINARY	RIGHT-OF-WAY	RAILROADS &	CONSTRUCTION	GRANTS &	
FEDERAL AID NUMBER	FAC	AUTH DATE	EXIST/IMPROVE/ADD (LANES)	FUND	ENGINEERING		UTILITIES		MISC.	
4280991	W SPENCER FIELD ROAD									
	FROM NORRIS ROAD TO W SPENCER FIELD ROAD									
	SANTA ROSA		BIKE LANE/SIDEWALK							
58507000	4.250 MI	2	0	0						
8887 838 A				SE	92,131	0	0	0	0	
4283971	CR 292A GULF BEACH									
	HIGHWAY RESURFACING									
	ESCAMBIA		RESURFACING							
48540000	6.884 MI	2	2	0						
ARRA 632 B				EB	0	0	0	5,000	0	
				FSSU	0	0	0	2,236,728	0	
			** ITEM TOTALS **		0	0	0	2,241,728	0	
4286211	PINE FOREST RD									
	CROSSING NO. 663203K R/R CROSSING									
	ESCAMBIA		RAIL SAFETY PROJECT							
48503000	.004 MI	2	2	0						
00S3 047 J				RHH	0	0	50,000	0	0	
				RHP	0	0	145,000	0	0	
			** ITEM TOTALS **		0	0	195,000	0	0	
4286571	J EARLE BOWDEN WAY									
	FROM SEASHORE DRIVE TO SANTA ROSA COUNTY LINE									
	ESCAMBIA		RESURFACING							
48530000	7.240 MI	2	2	0						
E100 001 E				ACER	1,000	0	0	482,777	0	
4286572	FT. PICKENS PARK RD									
	FROM LANGDON BEACH TO PARK ENTRANCE									
	ESCAMBIA		RESURFACING							
48000104	4.274 MI	2	2	0						
E100 002 E				ACER	1,000	0	0	719,853	0	
4288721	CR 197									
	FROM RAINBOW LANE TO CR 182									
	SANTA ROSA		PAVE SHOULDERS							
58070000	2.421 MI	2	2	0						
8887 850 A				HRRR	140,000	0	0	0	0	
HIGHWAYS TOTALS:					77,006,118	17,245,303	552,050	276,930	57,743,861	1,187,974

10/04/10  
 10.42.53  
 FLORIDA-ALABAMA TPO

FLORIDA DEPARTMENT OF TRANSPORTATION  
 FEDERAL OBLIGATIONS - PROJECT DETAIL  
 FFY 2010 (10/01/2009 - 09/30/2010)

\*\*\*\*\*  
 \*\*TRANSPORTATION PLANNING\*\*  
 \*\*\*\*\*

ITEM NO	DESCRIPTION	OLD ITEM	TYPE OF WORK		PRELIMINARY	RIGHT-OF-WAY	RAILROADS &	CONSTRUCTION	GRANTS &
COUNTY	RDWY ID	PROJ LGTH	EXIST/IMPROVE/ADD (LANES)	AUTH DATE	ENGINEERING		UTILITIES		MISC.
FEDERAL AID NUMBER	FAC		FUND						
4162041	FLORIDA ALABAMA	MPO							
FY 08/09	UPWP (PENSACOLA)								
ESCAMBIA			TRANSPORTATION PLANNING						
	.000		0	0	0				
0125 046 M			PL		338,242	0	0	0	0
4207791	FLORIDA ALABAMA	MPO							
FY10/11	UPWP (PENSACOLA)								
ESCAMBIA			TRANSPORTATION PLANNING						
	.000		0	0	0				
0125 048 M			PL		275,584	0	0	0	0
PLANNING TOTALS:					613,826	0	0	0	0

10/04/10  
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 FEDERAL OBLIGATIONS - PROJECT DETAIL  
 FFY 2010 (10/01/2009 - 09/30/2010)

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 \*\*PTO: TRANSIT\*\*  
 \*\*\*\*\*

ITEM NO	DESCRIPTION	OLD ITEM									
COUNTY	RDWY ID	PROJ LGTH	FAC	TYPE OF WORK	EXIST/IMPROVE/ADD (LANES)	PRELIMINARY	RIGHT-OF-WAY	RAILROADS &	GRANTS &		
FEDERAL AID NUMBER				AUTH DATE	FUND	ENGINEERING		UTILITIES	MISC.		
								CONSTRUCTION			
4217331	ESCAMBIA COUNTY	ECAT									
	TRANSIT PREVENTIVE MAINTENANCE										
ESCAMBIA		CAPITAL FOR FIXED ROUTE									
FTAX 003 A	.000	0	0	0	SU	0	0	0	125,000		
TRANSIT TOTALS:						125,000	0	0	0	125,000	
GRAND TOTALS:						77,744,944	17,859,129	552,050	276,930	57,743,861	1,312,974

\*\*\*\*\*  
 \*\*HIGHWAYS\*\*  
 \*\*\*\*\*

WORK PROGRAM FUND	TOTAL	ENGINEERING	RIGHT-OF-WAY	UTILITIES	CONSTRUCTION	MISC.
ACER - ADVANCE CONSTRUCTION (ER)	1,204,630	2,000	0	0	1,202,630	0
ACSA - ADVANCE CONSTRUCTION (SA)	7,236	0	0	0	7,236	0
ACSU - ADVANCE CONSTRUCTION (SU)	927,199	245,790	0	0	681,409	0
BRAC - BRT (AC/REGULAR)	8,014,643	0	0	0	8,014,643	0
BRT - FED BRIDGE REPL - ON SYSTEM	5,000,000	5,000,000	0	0	0	0
BRTZ - FED BRIDGE REPL - OFF SYSTEM	2,425,605	1,873,555	552,050	0	0	0
CM - CONGESTION MITIGATION - AQ	2,020,228	624,497	0	0	1,395,731	0
EB - EQUITY BONUS	3,433,887	0	0	0	3,433,887	0
ER05 - HURRICANES 2005	860,738	0	0	0	638,665	222,073
FSF1 - FED STIMULUS, S/W MANAGED	20,608,186	0	0	0	20,608,186	0
FSSU - FED STIMULUS,URBN AREAS > 200K	2,959,694	0	0	0	2,959,694	0
HPP - HIGH PRIORITY PROJECTS	4,078,552	0	0	0	4,078,552	0
HRRR - HIGH RISK RURAL ROAD	140,000	140,000	0	0	0	0
HSP - SAFETY (HIWAY SAFETY PROGRAM)	841,919	8,921	0	0	832,998	0
NH - PRINCIPAL ARTERIALS	274,823	274,823	0	0	0	0
NHAC - NH (AC/REGULAR)	4,339,704	3,970,322	0	0	369,382	0
RHH - RAIL HIGHWAY X-INGS - HAZARD	50,000	0	0	50,000	0	0
RHP - RAIL HIGHWAY X-INGS - PROT DEV	145,000	0	0	145,000	0	0
SA - STP, ANY AREA	2,588,879	694,657	0	0	1,894,222	0
SE - STP, ENHANCEMENT	1,116,031	92,131	0	0	1,023,900	0
SL - STP, AREAS <= 200K	3,721,423	3,650,918	0	0	70,505	0
SN - STP, MANDATORY NON-URBAN	209,314	0	0	0	209,314	0
SR2E - SAFE ROUTES - EITHER	179,313	48,313	0	0	131,000	0
SR2S - SAFE ROUTES - INFRASTRUCTURE	483,763	0	0	0	483,763	0
SU - STP, URBAN AREAS > 200K	11,375,351	619,376	0	81,930	9,708,144	965,901
<b>HIGHWAYS TOTALS:</b>	<b>77,006,118</b>	<b>17,245,303</b>	<b>552,050</b>	<b>276,930</b>	<b>57,743,861</b>	<b>1,187,974</b>

10/04/10  
10.42.53  
FLORIDA-ALABAMA TPO

FLORIDA DEPARTMENT OF TRANSPORTATION  
FEDERAL OBLIGATIONS - SYSTEM SUMMARY  
FFY 2010 (10/01/2009 - 09/30/2010)

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FPMOBL10(B)

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\*\*TRANSPORTATION PLANNING\*\*  
\*\*\*\*\*

WORK PROGRAM FUND	TOTAL	ENGINEERING	RIGHT-OF-WAY	UTILITIES	CONSTRUCTION	MISC.
PL - METRO PLAN (85% FA; 15% OTHER)	613,826	613,826	0	0	0	0
PLANNING TOTALS:	613,826	613,826	0	0	0	0

10/04/10  
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FLORIDA-ALABAMA TPO

FLORIDA DEPARTMENT OF TRANSPORTATION  
FEDERAL OBLIGATIONS - SYSTEM SUMMARY  
FFY 2010 (10/01/2009 - 09/30/2010)

\*\*\*\*\*  
\*\*PTO: TRANSIT\*\*  
\*\*\*\*\*

WORK PROGRAM FUND	TOTAL	ENGINEERING	RIGHT-OF-WAY	UTILITIES	CONSTRUCTION	MISC.
SU - STP, URBAN AREAS > 200K	125,000	0	0	0	0	125,000
TRANSIT TOTALS:	125,000	0	0	0	0	125,000
GRAND TOTALS:	77,744,944	17,859,129	552,050	276,930	57,743,861	1,312,974



# **Appendix E**

## **Florida-Alabama TPO Project Priorities FY2012-2016**



***Fiscal Years 2012-2016***

***Project Priorities***

Adopted: September 8, 2010

Amended: \_\_\_\_\_



Staff to TPO

“...planning for the future transportation needs of the Pensacola FL-AL Urbanized Area...”

For information regarding this document, please contact:

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This document is available at <http://www.wfrpc.org/flaldocument>

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*Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translations services (free of charge) should contact Rhonda Grice at (850) 332-7976, ext 214 or (1-800-995-8771 for TTY- Florida) or by email at [Rhonda.grice@wfrpc.org](mailto:Rhonda.grice@wfrpc.org)*

## RESOLUTION FL-AL 10-33

### A RESOLUTION OF THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION ADOPTING THE FY 2012-2016 PROJECT PRIORITIES

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**WHEREAS**, the Florida-Alabama Transportation Planning Organization (TPO) is the organization designated by the Governors of Florida and Alabama as being responsible, together with the States of Florida and Alabama, for carrying out the continuing, cooperative and comprehensive transportation planning process for the Florida-Alabama TPO Planning Area; and

**WHEREAS**, the Transportation Improvement Program (TIP) is adopted annually by the TPO and submitted to the Governor of the State of Florida and the Governor of the State of Alabama, to the Federal Transit Administration, and through the State of Alabama and State of Florida to the Federal Highway Administration; and

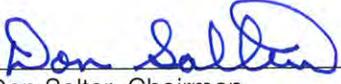
**WHEREAS**, the initial step in the development of the TIP is for the TPO to submit its transportation project priorities for all modes of travel to the Florida Department of Transportation prior October 1 each year;

**NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION THAT:**

The TPO adopts the FY2012-2016 Project Priorities.

Passed and duly adopted by the Florida- Alabama Transportation Planning Organization on this 8th day of September 2010.

FLORIDA- ALABAMA TRANSPORTATION  
PLANNING ORGANIZATION

BY: 

Don Salter, Chairman

ATTEST: 

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# **FLORIDA-ALABAMA TPO PROJECT PRIORITIES**

## **FISCAL YEARS 2012-2016**

The Transportation Planning Organization (TPO) annually reviews and adopts transportation Project Priorities. The purpose of this document is to insure that transportation projects programmed by FDOT in the Five Year Work Program are consistent with local needs and plans for the TPO planning area. In accordance with state and federal laws, all modes of transportation must be addressed in the TPOs Project Priorities. These modes of transportation can be identified as Long Range Transportation Plan (LRTP) Capacity Projects, Transportation System Management (TSM) Projects, Enhancement Projects, Public Transportation Projects, and Seaport/Airport Projects.

### **LONG RANGE TRANSPORTATION PLAN (LRTP) CAPACITY PROJECTS**

This category includes projects identified in the TPO 2025 Cost Feasible Long Range Transportation Plan. Two types of projects are addressed:

1. Major Capacity Projects - Includes the construction of new roads and highways, bridge capacity projects, interchanges and multi-lane upgrades of existing roads.
2. Other Projects – Includes funding set-asides for Bicycle Pedestrian Projects, Public Transportation, Corridor Management Plans and Projects and Improved Traffic Signal Operations.

### **TRANSPORTATION SYSTEM MANAGEMENT (TSM) PROJECT PRIORITIES**

TSM Projects are generally low cost operational improvements to the transportation system, as opposed to major capacity projects. TSM Projects can typically be implemented within a short period of time. Examples of TSM Projects include adding turn lanes at intersections, updating traffic signals, modifying median openings and making other operational improvements. The typical source for TSM Project Priorities is the annual FDOT Traffic Operations Project Candidate List, which contains projects that have been warranted based on FDOT study. The funding source for these projects is District Traffic Operations Funds.

### **ENHANCEMENT PROJECT PRIORITIES**

Transportation Enhancement projects are funded with a required federal funding set-aside for projects that enhance the existing transportation system. There are 12 qualifying activities that can be funded as enhancements:

1. Provide facilities for pedestrians and bicyclists
2. Provision of safety and educational activities for pedestrians and bicyclists
3. Acquisition of scenic easements and scenic or historic sites
4. Scenic or historic highway programs (including tourist and welcome center facilities)
5. Landscaping and scenic beautification
6. Historic preservation
7. Rehabilitation and operation of historic transportation buildings, structures or facilities
8. Conversion of railway corridors to trails
9. Control and removal of outdoor advertising
10. Archaeological planning and research
11. Environmental mitigation of runoff pollution and provision of wildlife connectivity
12. Establishment of transportation museums

### **PUBLIC TRANSPORTATION PROJECT PRIORITIES**

Public Transportation Project Priorities are developed by the Escambia County Area Transit System (ECAT) and approved by the Escambia County Commission. These projects fall into two categories: Capital Improvements and Operating Assistance. Capital Improvements include the construction of facilities or purchase of equipment to maintain or expand service, while Operating Assistance provides the funds necessary to make up the difference between the revenue generated by the service and the actual cost of the service (commonly known as the operating deficit). The source of public transportation

projects is the Escambia County Transit Development Plan (TDP). Public Transportation Project Priorities are provided annually by ECAT and the Alabama Department of Transportation. Priorities are shown for each year from 2012 through 2016.

### **AVIATION AND SEAPORT PROJECT PRIORITIES**

Seaport and Aviation Projects do not compete with transit and highway projects for funding. The following facilities are located in the TPO planning area:

- Port of Pensacola
- Pensacola Regional Airport
- Peter Prince Field

Priorities for the Port of Pensacola and Pensacola Regional Airport are submitted annually to the TPO. Santa Rosa County provides priorities for Peter Prince Field. The sources of seaport and aviation projects are master plans for each facility. Priorities are shown for each year from 2012 through 2016.

### **PUBLIC INVOLVEMENT**

The TPO's emphasis on public involvement in the TIP process is during the project priority development stage in July, August and September of each year. There is a greater chance for the public to have an effect on changes to the TIP during the project priority development stage, than when the final TIP is endorsed nine months later. The TPO approach to ensuring the public is given opportunity to review the draft priorities is to run a local newspaper ad in the Pensacola News Journal and issue a general press release to all media. The ad and press release will provide a TPO staff contact name, who will answer inquiries, provide requested information, and serve as liaison to community representatives or groups. Staff members are available for Public Meetings and informational gatherings. A letter and schedule of public involvement opportunities will be sent to a list of community organizations to encourage their participation, including representatives of Title VI communities. The following procedure is employed to ensure public involvement throughout the development of the Project Priorities:

- July - Initial Draft Priorities reviewed at community workshops
- August - Draft Project Priorities reviewed by Technical Coordinating Committee (TCC), Citizens Advisory Committee (CAC), Bicycle/Pedestrian Advisory Committee (BPAC) and TPO Board
- August - Ad runs in Pensacola News Journal and general press release is issued asking for public comment. The Draft Project Priorities document is also placed on the TPO website at <http://www.wfrpc.org/flaldocument> for public review and comment
- September - Final Draft Project Priorities are reviewed by the TCC, CAC and BPAC and their recommendations are provided to the TPO. The TPO must open a Public Hearing to take final comments before they can vote to adopt the Project Priorities.
- October – The Adopted Project Priorities are submitted to FDOT District 3 so they may begin revising their Work Program for the next planning cycle. The revised FDOT Work Program is then used in the creation of the annually created 5-year Transportation Improvement Program (TIP), which is also made available to the public for review and comment.

**While the TPO uses criteria to develop the Project Priorities, please note that the TPO is not required to set Priorities according to the established criteria. The TPO has final authority to prioritize all projects as they see fit.**

# FLORIDA—ALABAMA TPO CAPACITY PROJECT PRIORITIZATION CRITERIA

ROAD IMPROVEMENT PROJECT SCORING CRITERIA	ASSIGNED WEIGHT
Hurricane Evacuation	20%
Level of Service (Existing CMS)	15%
Future Level of Service (2025 Needs Assessment)	15%
Project Status	10%
Project Cost	10%
Project Cost Sharing	10%
Project Environmental/Social Impacts	10%
Economic Development and Freight Movement	5%
Defense Access Route	5%

**TRANSPORATION SYSTEMS MANAGEMENT (TSM)  
PRIORITY SELECTION CRITERIA**

(\*AADT = Annual Average Daily Traffic)

<u>CRITERIA</u>	<u>SCORE</u>
<b>A. Level of Service (LOS) Issue Addressed</b>	
Current Deficiency	5 POINTS
2009 Deficiency	3 POINTS
2014 Deficiency	1 POINT
Not Deficient	0 POINTS
<b>B. Regionally Significant Roadway</b>	
Yes	2 POINTS
No	1 POINT
<b>C. Crash Rate</b>	
Safety Ratio Greater than 2.00	3 POINTS
Safety Ratio from 1.00 to 2.00	2 POINTS
Safety Ratio less than 1.00	1 POINT
<b>D. Has an Existing TPO Priority</b>	
Yes	2 POINTS
No	1 POINT
<b>E. Local Project Support</b>	
High	5 POINTS
Medium	4 POINTS
Low	3 POINTS
<b>F. Significant Freight Corridor</b>	
Designated NHS Intermodal Connector or Truck Traffic more than 10% AADT*	3 POINTS
Truck Traffic 8-10% AADT	2 POINTS
Truck Traffic 5-7.99%	1 POINT

## TRANSPORTATION ENHANCEMENT PROJECTS PRIORITY SELECTION CRITERIA AND SCORES

<u>CRITERIA</u>	<u>SCORE</u>
<p><b>1. Enhances public safety</b></p> <ul style="list-style-type: none"> <li>• Ten (10) points should be given to any on-road bicycle project (paved shoulders, designated bike lane) or sidewalk project that creates a safer travel situation for the bicyclist, the walker, and/or the motorist. Off-road facilities such as trails may also qualify, but only if they can feasibly be used as an alternative to a highway in order to reach a destination/ attractor. Mitigation, historic preservation, highway beautification projects, etc. would not normally qualify for these points.</li> </ul>	10 POINTS
<p><b>2. Enhances public safety within a two mile radius of a school</b></p> <ul style="list-style-type: none"> <li>• Fifteen (15) points should be assigned to any project providing a safer connection to a school within a two mile radius. After all projects have been ranked, this criterion can serve as a possible tie-breaker for any projects with the same score. One (1) extra point can be given to a project if it falls within a one mile radius of a school. Another point (1) may be given to projects serving an elementary school.</li> </ul>	15 POINTS
<p><b>3. Links existing transportation corridors</b></p> <ul style="list-style-type: none"> <li>• Ten (10) points should be given to a project if it connects to non-motorized facilities which already exist, thus completing a network.</li> </ul>	10 POINTS
<p><b>4. Provides mobility by non-motorized transportation to destinations and attractions</b></p> <ul style="list-style-type: none"> <li>• Eight (8) points should be given to any project that provides user access to any of the following: shopping centers, libraries, government offices, hospitals, tourist attractions, recreation areas, and parks. Only projects providing access to destinations more likely to be accessed by cyclists and pedestrians will receive these points.</li> </ul>	8 POINTS

## TRANSPORTATION ENHANCEMENT PROJECTS PRIORITY SELECTION CRITERIA AND SCORES

<u>CRITERIA</u>	<u>SCORE</u>
<p><b>5. Supports non-motorized transportation</b></p> <ul style="list-style-type: none"> <li>Assign three (3) points to a project if it serves a bicyclist, three (3) points if it serves a walker, and three (3) points if it connects to a transit stop [ex: a sidewalk leading to a bus stop would get six (6) points].</li> </ul>	3 POINTS FOR EACH MODE SERVED
<p><b>6. Deals with roadside or median beautification or removal of billboards</b></p> <ul style="list-style-type: none"> <li>Assign six (6) points to any project in which the applicant is applying for funds for any of these purposes.</li> </ul>	6 POINTS
<p><b>7. Promotes historic preservation or rehabilitation of historic transportation facilities, or acquisition of scenic easements</b></p> <ul style="list-style-type: none"> <li>Assign five (5) points to any project in which the applicant is applying for funds for any of these purposes. It is possible that a trail project may be part of historic preservation.</li> </ul>	5 POINTS
<p><b>8. Mitigates transportation impacts to the environment</b></p> <ul style="list-style-type: none"> <li>Assign eight (8) points to any project that minimizes environmental impacts, such as drainage outfall projects.</li> </ul>	8 POINTS
<p><b>9. Provides greenway to maintain wildlife habitat connectivity</b></p> <ul style="list-style-type: none"> <li>Assign five (5) points to any project in which the applicant is applying funds for these purposes.</li> </ul>	5 POINTS
<p><b>10. Has an existing TPO priority ranking</b></p> <ul style="list-style-type: none"> <li>One (1) point should be assigned for each year that a project has been on the TPO Enhancement Program list. There is no cap to the number of points a project can receive for this criterion.</li> </ul>	1 POINT FOR EACH YEAR ON LIST
<p><b>11. Provides for safety and education activities for pedestrians and bicyclists</b></p> <ul style="list-style-type: none"> <li>Assign eight (8) points to any project which includes any type of education/safety training for children, such as the production of educational material, bicycle facility maps, etc.</li> </ul>	8 POINTS

## TRANSPORTATION ENHANCEMENT PROJECTS PRIORITY SELECTION CRITERIA AND SCORES

<u>CRITERIA</u>	<u>SCORE</u>
<b>12. Has documented support from the general public and other organizations</b>	16 POINTS
<ul style="list-style-type: none"><li>• Staff will provide this information. Documented support is in the form of resolutions, letters, petitions, and/or minutes of public record. Support for projects by a large percentage of persons/businesses affected by the project will receive higher points. Eight (8) of these points will be given if a conceptual design presentation has been presented to the public and included with the application or resubmittal.</li></ul>	

NOTE: Each Transportation Enhancement Project must have a local government applicant/sponsor. The local government must support the project and sign a maintenance agreement in order for the project to be constructed. Scores are calculated to determine each project's total score. The project with the highest total score is ranked number one, the second highest score number two, and so on. In the case of a tie score, the TPO decides which project should be ranked higher.

**Table 1**  
**Project Prioritization Criteria**

CRITERIA	POINTS	WEIGHT
<b>School Connections and Proximity</b>		<b>20</b>
Project is within 0.25 mile of an existing or planned school	3	60
Project is between 0.25 and 0.5 mile of an existing or planned school	2	40
Project is between 0.5 and 1.0 mile of an existing or planned school	1	20
Project is more than 1.0 mile from an existing or planned school	0	0
<b>Connections and Proximity to Park and/or Trail</b>		<b>20</b>
Project is within 0.25 mile of an existing park or multi-use trail	3	60
Project is between 0.25 and 0.5 mile of an existing park or multi-use trail	2	40
Project is between 0.5 and 1.0 mile of an existing park or multi-use trail	1	20
Other projects	0	0
<b>Connections and Proximity to Activity Center</b>		<b>20</b>
Project is within 0.25 mile of an existing or planned activity center	3	60
Project is between 0.25 and 0.5 mile of an existing or planned activity center	2	40
Project is between 0.5 and 1.0 mile of an existing or planned activity center	1	20
Other projects	0	0
<b>Connection and Proximity to Transit</b>		<b>20</b>
Project is within 0.25 mile of an existing or planned transit hub	3	60
Project is between 0.25 and 0.5 mile of an existing or planned transit hub, or within 0.25 mile of a transit stop	2	40
Project is between 0.25 and 0.5 mile of a transit stop	1	20
No connection to transit stop or hub within 0.5 mile	0	0
<b>Project Funding</b>		<b>20</b>
An entire project is included in the TPO Transportation Improvement Program(TIP) or FDOT 5-year work program (funding can include preliminary engineering, design, right-of-way, or construction) either as a stand-alone project or as a component of another project	3	60
A portion of a project is within the limits of a project included in the TPO TIP or FDOT 5-year work program (including preliminary engineering, design, right-of-way, or construction)	2	40
Project is at least partially funded by another source outside the TIP or FDOT work program	1	20
Other projects	0	0
<b>Safety</b>		<b>15</b>
3 or more reported bike or ped crashes within the proposed project boundaries since 2000	3	45
2 reported bike or ped crashes within the proposed project boundaries since 2000	2	30
1 reported bike or ped crash within the proposed project boundaries since 2000	1	15
0 reported bike or ped crashes within the proposed project boundaries since 2000	0	0
<b>Network Continuity</b>		<b>10</b>
Project provides more than one connection to existing or programmed bicycle and/or pedestrian facilities (connects existing facilities); pedestrian crossings (midblock crossings, intersection improvements)	3	30
Project provides one connection to an existing or programmed bicycle and/or pedestrian facility (extends existing facility)	2	20
Project would connect to a yet-to-be-completed planned or funded project	1	10
Isolated project	0	0
<b>Ease of Construction</b>		<b>10</b>
Simple, low cost projects without construction (i.e., signage, restriping only)	3	30
Intermediate complexity and cost (i.e., paved shoulders, sidewalks, resurfacing/restriping, minor intersection improvements, right-of-way available or obtainable through easement)	2	20
Complex, high cost projects (i.e., major construction, some right-of-way acquisition required)	1	10
Very complex, high cost projects (i.e., major construction for long project lengths, new structures, majority of right-of-way acquisition required)	0	0
<b>Project Coordination</b>		<b>10</b>
Project listed in an adopted plan of local community organizations or programs (i.e., Community Redevelopment Area, Scenic Highway Foundation, Blackwater Heritage Trail CSO, Previous Florida-Alabama (Pensacola) TPO Bicycle & Pedestrian Plan, CTST, Waterfront Community Plan)	3	30
Project not listed in an adopted plan	0	0
<b>Total Potential Points</b>		<b>435</b>

**LONG RANGE TRANSPORTATION PLAN**  
**CAPACITY PROJECTS**

**TABLE 1:**  
**COMMITTED LRTP CAPACITY PROJECTS**

(Construction scheduled in first 3 years of the Work Program)

<b>Construction Scheduled to Begin:</b>	<b>Roadway</b>	<b>From</b>	<b>To</b>	<b>Improvement</b>
FY 09/10	Avalon Boulevard	Commerce Rd	SR10/US90	4 lane
FY 09/10	Avalon Boulevard	N. Of CSX Railroad Bridge	S. of Commerce Rd	4 lane
FY 10/11	Avalon Boulevard	S. of Moor's Lodge	N. of CSX Railroad	4 lane
FY 10/11	Avalon Boulevard	I-10	S. of Moor's Lodge	4 lane
FY09/10	SR87	N. of Five Forks Rd	Eglin AFB Boundary	4 lane

**TABLE 2:**  
**NON-STRATEGIC INTERMODAL SYSTEMS (NON-SIS)**  
**PROJECT PRIORITIES**

<b>Priority</b>	<b>Project Name</b>	<b>From</b>	<b>To</b>	<b>Description</b>
<b>1</b>	<b>(1) Update of US98 and US90 Corridor Plans in Santa Rosa County**</b>  This study if funded with XU funds on the Work Program but needs additional funding.	<b>Escambia County Line</b>	<b>Okaloosa County Line for US98 and to SR87 for US90</b>	<b>\$150,000 Annually for Corridor Management Plan/Studies</b>
	<b>(2) Fairfield Drive</b>  This study is funded with PL Funds in the UPWP.	Mobile Hwy	Lillian Highway	
	<b>(3) Main Street</b>	Barrancas	Clubbs Street	
	<b>(4) Old Palafox Highway</b>	US 29	9 Mile Road	
	<b>(5) US 29**</b>	9.5 Mile Rd	Old Palafox Hwy	
<b>2</b>	<b>(1) Olive Road</b>  This project is funded in the Work Program but needs additional funding.	<b>Old Palafox</b>	<b>Scenic Hwy</b>	<b>\$1,500,000 Annually for Corridor Management Projects</b>
	<b>(2) Gulf Beach Highway</b>	Navy Blvd	Blue Angel Pkwy	
	<b>(3) Fairfield Drive</b>	Mobile Hwy	Lillian Highway	
	<b>(4) Main Street</b>	Barrancas	Clubbs Street	

<b>3</b>	<b>(1) Bus Stop Signs \$18,000: 300 Signs</b>			<b>\$300,000 Annually for Public Transportation Capitol Improvements</b>  See Appendix E or ECAT's Complete List
	(2) Digital Radio System \$167,131: Purchase and install on all buses			
	(3) Solar Lighted Shelters \$310,000: 50 Shelters			
	(4) Smart Card System \$180,000: Purchase and install electronic fare media			
	(5) GPS-Clock Counter \$200,000: Install GPS on 20 buses for infrastructure and daily support			
<b>4</b>	<b>(1) Navy Blvd Alternate Bike Route: Old Corry Field Rd</b>	<b>Barrancas Ave</b>	<b>Navy Blvd</b>	<b>\$300,000 Annually for Bicycle/ Pedestrian Projects</b>  See Appendix B for Complete List
	(2) Navy Blvd Access Management	Gulf Beach Hwy	Pace Blvd	
	(3) Davis Highway Designated Bike Lanes or Re-Stripe	Fairfield Drive	Schubert Drive	
<b>5</b>	<b>(1) US 29 Corridor**</b>	<b>Hood Dr</b>	<b>Airport Blvd</b>	<b>\$300,000 Annually for Traffic Signal Coordination</b>  See Appendix C for Complete List
	(2) Mobile Hwy Corridor	Marlane Dr	New Warrington to Lillian Hwy	
	(3) University Pkwy Corridor	Johnson Ave	Campus Blvd	
	(4) US 90 Corridor in Santa Rosa County**	Avalon Blvd	Willing St	
	(5) US 90 Corridor in Escambia County (Cervantes St)**	Perry Ave	S St	
<b>6</b>	<b>Advanced Traffic Management System Phase I</b>			<b>ITS Projects \$2,800,000</b>  See Appendix F for Complete List
	(1) Develop Design Concept			
	(2) Construction Documents			
	(3) Deploy Strategies (by need)			
	(4) Install 50 traffic controllers, establish interconnection with facilities and central control			
<b>7</b>	<b>Nine Mile Rd**</b>	<b>Pine Forest</b>	<b>US 29</b>	<b>4 Lanes</b>
<b>8</b>	<b>Burgess Realignment</b>	<b>US 29</b>	<b>Creighton Rd</b>	<b>4 Lanes</b>
<b>9</b>	<b>US 98 in Santa Rosa County**</b>	<b>Escambia County Line</b>	<b>Okaloosa County Line</b>	<b>Other Capacity</b>
<b>10</b>	<b>US 90 in Santa Rosa County**</b>	<b>Escambia County Line</b>	<b>Okaloosa County Line</b>	<b>Other Capacity</b>
<b>11</b>	<b>US 90**</b>	<b>Airport Road</b>	<b>SR 87S</b>	<b>4 Lanes</b>

\*\*Roadways designated as 'Highways of Commerce' in the Regional Freight Network Plan

**TABLE 3:  
STRATEGIC INTERMODAL SYSTEMS (SIS) PROJECT PRIORITIES**

This table is subject to change. FDOT is in the process of updating the SIS Cost Feasible Plan.

Priority	FDOT Project #	Roadway	From	To	Improvement
<b>1*</b>	2224771	I-10**	Davis Highway	Scenic Highway	6 Lane
<b>2*</b>	2186031	US 29**	I-10	9 1/2 Mile Road	6 lane
<b>3*</b>	4130623	I-10**	Escambia Bay Bridge	Avalon Boulevard	6 Lane

\* Design or ROW in first 3 years of the Work Program or completed

\*\*Roadways designated as 'Highways of Commerce' in the Regional Freight Network Plan

**TABLE 4:  
ALTERNATIVE REVENUE FUNDED PROJECTS  
(Not Subject to Priority Ranking)**

Funding Source	Facility	From	To	Improvement
Toll or Alt Funding	Interstate Connection	I-10	I-65	4 lane
Toll Funded	New Pensacola Bay Bridge (new alignment to the East of the existing bridge)	Pensacola	Gulf Breeze Peninsula	4 Lane
Toll Funded	New Beltway (2)**	US 90 (Mobile Highway)	US 90 / SR 87 South	4 lane
Toll Funded	Northwest Florida Transportation Corridor Authority Bypass Project	SR 87	SR 77	4 Lane
Local or Alt Funding	SR 173 (Blue Angel Parkway)**	SR292 (Sorrento Road)	US 98	4 Lane
Local or Alt Funding	SR 292 ( Perdido Key Drive)	Alabama Line	South end of ICWW Bridge	4 Lane
Local or Alt Funding	SR 292 (Sorrento Road)	South end of ICWW Bridge	SR 173 (Blue Angel Parkway)	4 Lane
Local or Alt Funding	Woodbine Road /Chumuckla Corridor	To Be Determined	To Be Determined	To Be Determined
Local or Alt Funding	Pinestead-Longleaf Connector	SR 297 (Pine Forest Road)	US 29	4 Lane
Local or Alt Funding	SR 87**	US 90 at SR 87 South	Alabama State Line	4 Lane
Local or Alt Funding	College Pkwy Extension	Bayou Blvd	Ronald McDonald House	4 lane
Local or Alt Funding	College Pkwy Extension	Ronald McDonald House	Trinity Dr	6 lane

**NOTES:**

- 1) The TPO supports each of the following routes as potential I-10 to I-65 Connectors: US 29 and SR 87.
- 2) Segments of the Beltway Project may also be developed as Local or Alternative Revenue Projects.

\*\*Roadways designated as 'Highways of Commerce' in the Regional Freight Network Plan

# TRANSPORTATION SYSTEMS MANAGEMENT (TSM)

## TABLE 5: COMMITTED TSM PROJECTS

(Not Subject to Ranking)

CONSTRUCTION SCHEDULED	Project Description/Limits	IMPROVEMENT
FY 2009/2010	SR 292 Gulf Beach Hwy @ Waycross Ave intersection	Add Left Turn Lane (S)
FY 2009/2010	SR 173 Blue Angel Parkway @ Bellview Avenue intersection	Add Left Turn Lane (S)
FY 2009/2010	SR 289 9 <sup>th</sup> Ave @ Carpenter's Creek Dr. intersection	Add Right Turn Lane (S)
FY 2009/2010	I-10, I-110, and Pensacola Bay Bridge	ITS Surveillance System
FY 2011/2012	SR 727 Fairfield Dr From Bruce St to Vanderbilt Rd	Add Left Turn Lane (S)
FY 2012/2013	SR10A/US90 Scenic Hwy @ Blithewood Dr intersection	Add NB left turn lane w/100 ft of storage
FY2013/2014	SR296 Beverly Pkwy @ W St Intersection	Construct Eastbound right turn lane with 125 ft of storage

## TABLE 6: TSM PROJECT PRIORITIES

TPO PRIORITY	MAJOR STREET	MINOR STREET	DESCRIPTION
1	SR 290 Olive Road	Yancey Avenue	Construct Westbound right turn lane with 125 ft and EBLT lane with 100 ft of storage
2	SR 289 9TH Avenue	SR 742 Creighton Road	1) Dual Northbound left turn lane with 360 ft of storage 2) Dual Eastbound left turn lane with 495 ft of storage 3) Exclusive Southbound right turn lane with 625 ft of storage
3	SR 727 Fairfield Drive	SR 10A Mobile Hwy	1) Construct Eastbound right turn lane with 200ft of storage 2) Extend Southbound right turn lane to 500ft
4	SR 10A Scenic Hwy	Baywoods	Construct Northbound left turn lane with 100 feet of storage
5	SR 87	CR 191 Munson Hwy	Construct a Northbound right turn lane with 150 ft of storage
6	SR 10A Mobile Hwy	Woodside Drive	Construct a Westbound left turn lane with 150 feet of storage
7	SR 296 Bayou Blvd	12th Avenue	1) Eastbound left turn lane with 317 ft of storage 2) Construct Eastbound & Westbound right turn lanes with 600ft of storage each
8	SR 95/US 29	SR 742 Burgess Road	Construct a Westbound left turn lane with 425ft of storage and Westbound right turn lane with 200ft of storage
9	SR 742 Creighton Road	Hilltop Road	Construct a Westbound left turn lane with 100 ft of storage
10	SR 727 Fairfield Drive	65 <sup>th</sup> St	Construct Eastbound right turn lane with 100 ft of storage
11	SR 292 Pace Blvd	Blount Street	Construct Northbound right turn lane with 100 ft of storage
12	SR 292 Sorrento Road	CR292A Gulf Beach Hwy	Construct Eastbound right turn lane with 150 ft of storage

## ENHANCEMENT PROJECTS

**TABLE 7:  
COMMITTED ENHANCEMENT PROJECTS**

(Not Subject to Ranking)

Project #	Project Name	From	To	Description
4206231	FL SR No. 1 Restoration Bike / Pedestrian Path	Canal leading to Marquis Basin	Approx. 3 mi west of Harold	Bike lane / sidewalks enhancement project East of Milton
4280991	Benny Russell Park Sidewalks	See description		Construct the following: (1) Sidewalks on the west side of West Spencer Field Rd, from Norris Rd to South Spencer Field Rd (2) Construct sidewalks all the way around NAS Spencer Outlying Field on the field side of the road

**TABLE 8:  
ENHANCEMENT PROJECT PRIORITIES**

Priority	Project Name	From	To	Description
1	Tiger Point Soundside Connection (two part project)	See Description		1) Shared Use Path: 10-foot wide concrete shared use path on the south side of US 98 for 4,200 feet from Tiger Point Blvd to Central Parkway 2) Sidewalk: A 5-foot sidewalk 2,200 feet in length on Tiger Point Blvd East from US98 to pass-through opposite Madura to County Park.
2	Bagdad Heritage Trail	Southern terminus of Blackwater Heritage Trail	Old Bagdad Hwy	Design of 4,280' multi-use path and crossing over Pond Creek
3	Michigan Avenue/ Saufley Field Rd Sidewalks	Denver Avenue	NAS Saufley Field	Project will provide a complete pedestrian facility, 5-foot sidewalks on both sides, by connecting existing sidewalks within the corridor. Distance is approximately 1.87 miles.
4*	Henry Street Sidewalk	Main St/Old Bagdad Hwy	Historic Milton Train Depot	Sidewalk: 4,400 feet of sidewalk on the west side of Henry St (CR191) and pedestrian crossings on bridges over creeks.
4*	King Middle School Sidewalk Connection	See Description		Project is located between SR87 (Stewart St) and SR89 (Dogwood Dr) with 5,945 feet of sidewalk installation. On the east side of Byrom St, north of Magnolia St, 2,640 feet of sidewalk will connect Magnolia St and Rosasco St. The 505 foot, north side of the King St sidewalk will connect SR87 (Stewart St) to Byrom St. Rosasco St is a <u>connector</u> between SR87 (Stewart St) and SR89 (Dogwood Dr). A 2,800 foot sidewalk will be located on the north side of Rosasco St.
5	Hamilton Bridge Rd Sidewalk	East Spencer Field Rd	Jim Dandy Lane (the eastern entrance to Crystal Creek subdivision)	Sidewalk: 5,500 feet of sidewalk on the south side of Hamilton Bridge Rd.
6	East Bay Blvd Sidewalk Extension	Tom King Bayou	Galleon Drive	A 6-foot sidewalk on the north side of East Bay Blvd (CR399)

\*Criteria used to rank these projects has created a tie between the two projects shown above as Priority #4

**PUBLIC TRANSPORTATION PROJECT PRIORITIES**

**TABLE 9: FISCAL YEAR 2011/2012**

<b>PRIORITY</b>	<b>DESCRIPTION</b>	<b>FTA FUNDING</b>	<b>STATE FUNDING</b>	<b>LOCAL FUNDING</b>	<b>TOTAL COST</b>
<b>1</b>	Transportation Disadvantaged Trust Fund (Trip/Equip)- Escambia		530,139	56,638	<b>586,777</b>
	Transportation Disadvantaged Trust Fund (Trip/Equip)- Santa Rosa		289,224	32,136	<b>321,360</b>
<b>2</b>	Transportation Disadvantaged Trust Fund (planning) – Escambia		23,368		<b>23,368</b>
	Transportation Disadvantaged Trust Fund (planning) – Santa Rosa		19,922		<b>19,922</b>
<b>3</b>	Block Grant (Operating Assistance) <b>4222571</b>		735,025	735,025	<b>1,470,050</b>
<b>4</b>	Urban Corridor Program Davis Highway Service <b>4222591</b>		350,000	471,779	<b>610,367</b>
<b>5</b>	Urban Corridor Program Fairfield Drive Service		138,588	184,302	<b>322,890</b>
<b>6*</b>	**Preventive Maintenance (Enhancement STP/Flex) <b>4217331</b>		270,000		<b>270,000</b>
	Preventive Maintenance (Enhancement STP/Flex) Santa Rosa		30,000		<b>30,000</b>
<b>7</b>	**Capital Projects Section 5307 (Purchase Buses, Service Vehicles, Office/Maintenance Equipment, Preventive Maintenance, Capitalized ADA Cost, Project Administration, Transit Enhancement Projects) <b>4222581</b>	3,200,000		800,000 (FTRC)	<b>4,000,000</b>
<b>8</b>	Section 5311 Non Urbanized Area Transportation (Escambia) <b>4213681</b>		100,000	100,000	<b>200,000</b>

	Section 5311 Non Urbanized Area Transportation (Santa Rosa)		155,000	155,000	<b>310,000</b>
<b>9</b>	Service Development - Loop Service		190,000	190,000	<b>380,000</b>
<b>10</b>	**Section 5309 Purchase of Buses and Revenue Support Vehicles. <b>4202761</b>	1,344,000		336,000 (FTRC)	<b>1,680,000</b>
<b>11</b>	**Section 5316 Job Access/Reverse Commute (programmed to FL-AL TPO as designated recipient) Planning <b>4211581</b>	25,160		151,444 (FTRC)	<b>403,048</b>
	**Section 5316 Job Access/Reverse Commute (programmed to FL-AL TPO as designated recipient) Capital <b>4211581</b>	100,000			
	**Section 5316 Job Access/Reverse Commute (programmed to FL-AL TPO as designated recipient) Operating <b>4211581</b>	126,444			
<b>12</b>	**Section 5317 New Freedom (programmed to FL-AL TPO as designated recipient) Planning <b>4211591</b>	14,021		81,189 (FTRC)	<b>221,399</b>
	**Section 5317 New Freedom (programmed to FL-AL TPO as designated recipient) Capital <b>4211591</b>	60,000			
	**Section 5317 New Freedom (programmed to FL-AL TPO as designated recipient) Operating <b>4211591</b>	66,189			

\*This is the same as Non-SIS Capacity Priority #3

\*\* Florida Toll Revenue Credits (FTRC) can be used as local match

**PUBLIC TRANSPORTATION PROJECT PRIORITIES**

**TABLE 10: FISCAL YEAR 2012/2013**

<b>PRIORITY</b>	<b>DESCRIPTION</b>	<b>FTA FUNDING</b>	<b>STATE FUNDING</b>	<b>LOCAL FUNDING</b>	<b>TOTAL COST</b>
<b>1</b>	Transportation Disadvantaged Trust Fund (Trip/Equip) – Escambia		530,139	56,638	<b>586,777</b>
	Transportation Disadvantaged Trust Fund (Trip/Equip) – Santa Rosa		289,224	32,136	<b>321,360</b>
<b>2</b>	Transportation Disadvantaged Trust Fund (planning) – Escambia		23,368		<b>23,368</b>
	Transportation Disadvantaged Trust Fund (planning) – Santa Rosa		19,922		<b>19,922</b>
<b>3</b>	Block Grant (Operating Assistance) <b>4222571</b>		735,025	735,025	<b>1,470,050</b>
<b>4</b>	Urban Corridor Program Davis Highway Service <b>4222591</b>		175,000	435,367	<b>610,367</b>
<b>5*</b>	**Preventive Maintenance (Enhancement STP/Flex) <b>4217331</b> Escambia		270,000		<b>270,000</b>
	Preventive Maintenance (Enhancement STP/Flex) Santa Rosa		30,000		<b>30,000</b>
<b>6</b>	**Capital Projects Section 5307 (Purchase Buses, Service Vehicles, Office/Maintenance Equipment, Preventive Maintenance, Capitalized ADA Cost, Project Administration, Transit Enhancement Projects) <b>4222581</b>	3,200,000		800,000 (FTRC)	<b>4,000,000</b>
<b>7</b>	Section 5311 Non Urbanized Area Transportation (Escambia) <b>4213681</b>		105,000	105,000	<b>210,000</b>
	Section 5311 Non Urbanized Area Transportation (Santa Rosa)		155,000	155,000	<b>310,000</b>

<b>18</b>	Service Development - Loop Service		190,000	190,000	<b>380,000</b>
<b>9</b>	**Section 5309 Purchase of Buses and Revenue Support Vehicles <b>4202761</b>	1,344,000		336,000 (FTRC)	<b>1,680,000</b>
<b>10</b>	**Section 5316 Job Access/Reverse Commute (programmed to FL-AL TPO as designated recipient) Planning <b>4211581</b>	26,418		162,766 (FTRC)	<b>426,950</b>
	**Section 5316 Job Access/Reverse Commute (programmed to FL-AL TPO as designated recipient) Capital <b>4211581</b>	100,000			
	**Section 5316 Job Access/Reverse Commute (programmed to FL-AL TPO as designated recipient) Operating <b>4211581</b>	137,766			
<b>11</b>	**Section 5317 New Freedom (programmed to FL-AL TPO as designated recipient) Planning <b>4211591</b>	14,722		87,498 (FTRC)	<b>234,718</b>
	**Section 5317 New Freedom (programmed to FL-AL TPO as designated recipient) Capital <b>4211591</b>	60,000			
	**Section 5317 New Freedom (programmed to FL-AL TPO as designated recipient) Operating <b>4211591</b>	72,498			

\*This is the same as Non-SIS Capacity Priority #3

\*\* Florida Toll Revenue Credits (FTRC) can be used as local match

**PUBLIC TRANSPORTATION PROJECT PRIORITIES**

**TABLE 11: FISCAL YEAR 2013/2014**

<b>PRIORITY</b>	<b>DESCRIPTION</b>	<b>FTA FUNDING</b>	<b>STATE FUNDING</b>	<b>LOCAL FUNDING</b>	<b>TOTAL COST</b>
<b>1</b>	Transportation Disadvantaged Trust Fund (Trip/Equip)- Escambia		530,139	56,638	<b>586,777</b>
	Transportation Disadvantaged Trust Fund (Trip/Equip)- Santa		289,224	32,136	<b>321,360</b>
<b>2</b>	Transportation Disadvantaged Trust Fund (planning) – Escambia		23,368		<b>23,368</b>
	Transportation Disadvantaged Trust Fund (planning) – Santa Rosa		19,922		<b>19,922</b>
<b>3</b>	Block Grant (Operating Assistance) <b>4222571</b>		761,732	761,732	<b>1,523,464</b>
<b>4</b>	Urban Corridor Program Davis Highway Service <b>4222591</b>		200,000	410,367	<b>610,367</b>
<b>6</b>	**Preventive Maintenance (Enhancement STP/Flex) <b>4217331</b> Escambia		270,000		<b>270,000</b>
	Preventive Maintenance (Enhancement STP/Flex) Santa Rosa		30,000		<b>30,000</b>
<b>7</b>	**Capital Projects Section 5307 (Purchase Buses, Service Vehicles, Office/Maintenance Equipment, Preventive Maintenance, Capitalized ADA Cost, Project Administration, Transit Enhancement Projects) <b>4222581</b>	3,200,000		800,000 (FTRC)	<b>4,000,000</b>
<b>8</b>	Section 5311 Non Urbanized Area Transportation (Escambia) <b>4213681</b>		115,000	115,000	<b>230,000</b>
	Section 5311 Non Urbanized Area Transportation (Santa Rosa)		155,000	155,000	<b>310,000</b>

<b>13</b>	Service Development - Loop Service		190,000	190,000	<b>380,000</b>
<b>14</b>	**Section 5309 Purchase of Buses and Revenue Support Vehicles <b>4202761</b>	1,344,000		336,000 (FTRC)	<b>1,680,000</b>
<b>15</b>	**Section 5316 Job Access/Reverse Commute (programmed to FL-AL TPO as designated recipient) Planning <b>4211581</b>	27,393		174,654 (FTRC)	<b>451,701</b>
	**Section 5316 Job Access/Reverse Commute (programmed to FL-AL TPO as designated recipient) Capital <b>4211581</b>	100,000			
	**Section 5316 Job Access/Reverse Commute (programmed to FL-AL TPO as designated recipient) Operating <b>4211581</b>	149,654			
<b>16</b>	**Section 5317 New Freedom (programmed to FL-AL TPO as designated recipient) Planning <b>4211591</b>	15,458		94,123 (FTRC)	<b>248,704</b>
	**Section 5317 New Freedom (programmed to FL-AL TPO as designated recipient) Capital <b>4211591</b>	60,000			
	**Section 5317 New Freedom (programmed to FL-AL TPO as designated recipient) Operating <b>4211591</b>	79,123			

\*This is the same as Non-SIS Capacity Priority #3

\*\* Florida Toll Revenue Credits (FTRC) can be used as local match

**PUBLIC TRANSPORTATION PROJECT PRIORITIES**

**TABLE 12: FISCAL YEAR 2014/2015**

<b>PRIORITY</b>	<b>DESCRIPTION</b>	<b>FTA FUNDING</b>	<b>STATE FUNDING</b>	<b>LOCAL FUNDING</b>	<b>TOTAL COST</b>
<b>1</b>	Transportation Disadvantaged Trust Fund (Trip/Equip)- Escambia		530,139	56,638	<b>586,777</b>
	Transportation Disadvantaged Trust Fund (Trip/Equip)- Santa		289,224	32,136	<b>321,360</b>
<b>2</b>	Transportation Disadvantaged Trust Fund (planning) – Escambia		23,368		<b>23,368</b>
	Transportation Disadvantaged Trust Fund (planning) – Santa Rosa		19,922		<b>19,922</b>
<b>3</b>	Block Grant (Operating Assistance) <b>4222571</b>		761,732	761,732	<b>1,523,464</b>
<b>4</b>	Urban Corridor Program Davis Highway Service <b>4222591</b>		200,000	410,367	<b>610,367</b>
<b>5*</b>	**Preventive Maintenance (Enhancement STP/Flex) <b>4217331</b> Escambia		270,000		<b>270,000</b>
	Preventive Maintenance (Enhancement STP/Flex) Santa Rosa		30,000		<b>30,000</b>
<b>6</b>	**Capital Projects Section 5307 (Purchase Buses, Service Vehicles, Office/Maintenance Equipment, Capitalized ADA Cost, Project Administration, Transit Enhancement Projects) <b>4222581</b>	3,200,000		800,000 (FTRC)	<b>4,000,000</b>
<b>7</b>	Section 5311 Non Urbanized Area Transportation (Escambia) <b>4213681</b>		130,000	130,000	<b>260,000</b>
	Section 5311 Non Urbanized Area Transportation (Santa Rosa)		155,000	155,000	<b>310,000</b>

8	Service Development Loop Route Service		202,000	202,000	<b>404,000</b>
9	**Section 5309 Purchase of Buses and Revenue Support Vehicles. <b>4202761</b>	1,344,000		336,000 (FTRC)	<b>1,680,000</b>
10	**Section 5316 Job Access/Reverse Commute (programmed to FL-AL TPO as designated recipient) Planning <b>4211581</b>	29,126		187,137 (FTRC)	<b>478,400</b>
	**Section 5316 Job Access/Reverse Commute (programmed to FL-AL TPO as designated recipient) Capital <b>4211581</b>	100,000			
	**Section 5316 Job Access/Reverse Commute (programmed to FL-AL TPO as designated recipient) Operating <b>4211581</b>	162,137			
11	**Section 5317 New Freedom (programmed to FL-AL TPO as designated recipient) Planning <b>4211591</b>	16,231		101,079 (FTRC)	<b>263,389</b>
	**Section 5317 New Freedom (programmed to FL-AL TPO as designated recipient) Capital <b>4211591</b>	60,000			
	**Section 5317 New Freedom (programmed to FL-AL TPO as designated recipient) Operating <b>4211591</b>	86,079			

\*This is the same as Non-SIS Capacity Priority #3  
\*\* Florida Toll Revenue Credits (FTRC) can be used as local match

**PUBLIC TRANSPORTATION PROJECT PRIORITIES**

**TABLE 13: FISCAL YEAR 2015/2016**

<b>PRIORITY</b>	<b>DESCRIPTION</b>	<b>FTA FUNDING</b>	<b>STATE FUNDING</b>	<b>LOCAL FUNDING</b>	<b>TOTAL COST</b>
<b>1</b>	Transportation Disadvantaged Trust Fund (Trip/Equip)- Escambia		530,139	56,638	<b>586,777</b>
	Transportation Disadvantaged Trust Fund (Trip/Equip)- Santa Rosa		289,224	32,136	<b>321,360</b>
<b>2</b>	Transportation Disadvantaged Trust Fund (planning) – Escambia		23,368		<b>23,368</b>
	Transportation Disadvantaged Trust Fund (planning) – Santa Rosa		19,922		<b>19,922</b>
<b>3</b>	Block Grant (Operating Assistance) <b>4222571</b>		761,732	761,732	<b>1,523,464</b>
<b>4</b>	Urban Corridor Program Davis Highway Service <b>4222591</b>		200,000	410,367	<b>610,367</b>
<b>6*</b>	**Preventive Maintenance (Enhancement STP/Flex) <b>4217331</b> Escambia		270,000		<b>270,000</b>
	Preventive Maintenance (Enhancement STP/Flex) Santa Rosa		30,000		<b>30,000</b>
<b>7</b>	**Capital Projects Section 5307 (Purchase Buses, Service Vehicles, Office/Maintenance Equipment, Preventive Maintenance, Capitalized ADA Cost, Project Administration, Transit Enhancement Projects) <b>4222581</b>	3,200,000		800,000 (FTRC)	<b>4,000,000</b>
<b>8</b>	Section 5311 Non Urbanized Area Transportation (Escambia) <b>4213681</b>		130,000	130,000	<b>260,000</b>
	Section 5311 Non Urbanized Area Transportation (Santa Rosa)		155,000	155,000	<b>310,000</b>

<b>9</b>	Service Development Loop Route Service		202,000	202,000	<b>404,000</b>
<b>10</b>	**Section 5309 Purchase of Buses and Revenue Support Vehicles. <b>4202761</b>	1,344,000		336,000 (FTRC)	<b>1,680,000</b>
<b>11</b>	**Section 5316 Job Access/Reverse Commute (programmed to FL-AL TPO as designated recipient) Planning <b>4211581</b>	30,583		200,288 (FTRC)	<b>506,159</b>
	**Section 5316 Job Access/Reverse Commute (programmed to FL-AL TPO as designated recipient) Capital <b>4211581</b>	100,000			
	**Section 5316 Job Access/Reverse Commute (programmed to FL-AL TPO as designated recipient) Operating <b>4211581</b>	175,288			
<b>12</b>	**Section 5317 New Freedom (programmed to FL-AL TPO as designated recipient) Planning <b>4211591</b>	17,042		108,375 (FTRC)	<b>278,792</b>
	**Section 5317 New Freedom (programmed to FL-AL TPO as designated recipient) Capital <b>4211591</b>	60,000			
	**Section 5317 New Freedom (programmed to FL-AL TPO as designated recipient) Operating <b>4211591</b>	93,375			

\*This is the same as Non-SIS Capacity Priority #3  
\*\* Florida Toll Revenue Credits (FTRC) can be used as local match

## AVIATION PROJECTS

**TABLE 15: PENSACOLA REGIONAL AIRPORT  
PROJECT PRIORITIES  
FY 2012-2016**

**2011**

(Carry-over from FY 11-15 Priorities)

Priority	FM Item	Description	Local	FDOT	FAA	Total
1	420300	Acquire Land - Air Commerce Park Phase 1	\$ 333,400	\$1,000,000		\$ 1,333,400
2	TBA	Acquisition of Army Reserve Center	\$ 3,400,000			\$ 3,400,000
3	4160501	Parking Garage Expansion	\$30,000,000			\$30,000,000
4	4096941	Apron Joint Seal Replacement and line removal	\$ 30,000		\$ 570,000	\$ 600,000
5	TBA	Landside Access Road Improvements	\$ 12,500		\$ 237,500	\$ 250,000
6	TBA	Area-wide Wayfinding signage	\$ 400,000			\$ 400,000
7	TBA	Relocate Fuel Farm Phase 1	\$ 10,000		\$ 190,000	\$ 200,000
8	4096	Expand GA Apron - Design	\$ 17,550		\$ 333,450	\$ 351,000
9	TBA	Install Pedestrian Sidewalk/Bike Path	\$ 300,000	\$ 300,000		\$ 600,000
10	TBA	Additional GA Ramp - Design	\$ 20,000		\$ 380,000	\$ 400,000
11	4119121	Landside Signage Improvements Phase 1	\$ 20,000		\$ 380,000	\$ 400,000
12	TBA	Masterplan Update	\$ 60,000		\$1,140,000	\$ 1,200,000
13	4159441	Terminal Roadway Improvements Phase 1	\$ 95,000		\$1,805,000	\$ 1,900,000

**2012**

Priority	FM Item	Description	Local	FDOT	FAA	Total
1	420300	Acquire Land - Air Commerce Park Phase 1	\$ 333,400	\$1,000,000		\$ 1,333,400
2	TBA	Relocate Fuel Farm _Phase 2	\$ 45,000		\$ 855,000	\$ 900,000
3	TBA	Design Retention Pit Improvements	\$ 45,000		\$ 855,000	\$ 900,000
4	TBA	Pave Interior Perimeter Road	\$ 24,500		\$ 465,500	\$ 490,000
5	TBA	Environmental Assessment for ILS at R/W 35	\$ 12,500		\$ 237,500	\$ 250,000
6	4074361	Airfield Pavement and lighting Rehab - design	\$ 7,500		\$ 142,500	\$ 150,000

**2013**

Priority	FM Item	Description	Local	FDOT	FAA	Total
1	420300	Acquire Land - Air Commerce Park Phase 1	\$ 333,400	\$1,000,000		\$ 1,333,400
2	4054901	Construct Hold pads	\$ 60,500		\$1,149,500	\$ 1,210,000
3	TBA	Replace Perimeter Fence	\$ 45,000		\$ 855,000	\$ 900,000
4	TBA	Remove old TRACON Building	\$ 50,000		\$ 950,000	\$ 1,000,000
5	TBA	Purchase replacment ARFF vehicle	\$ 35,000		\$ 665,000	\$ 700,000

**2014**

Priority	FM Item	Description	Local	FDOT	FAA	Total
1	TBA	Acquire Land Commerce Park - Phase 2	\$ 500,000	\$1,500,000		\$ 2,000,000
2	4054931	EA/EIS for GA R/W 17L/35R	\$ 11,450		\$ 217,550	\$ 229,000
3	TBA	Additional GA Ramp Construction	\$ 150,000		\$2,850,000	\$ 3,000,000
4	TBA	Strengthen SW Ramp - Design	\$ 10,000		\$ 190,000	\$ 200,000
5	TBA	Purchase Replacement AFRR Vehicle	\$ 35,000		\$ 665,000	\$ 700,000

**2015**

Priority	FM Item	Description	Local	FDOT	FAA	Total
1	TBA	Acquire Land - Commerce Park - Phase 2	\$ 500,000	\$1,500,000		\$ 2,000,000
2	TBA	Strengthen Cargo Ramp	\$ 45,000		\$ 855,000	\$ 900,000
3	TBA	Design/Build Connecting Taxiways to additional T-Hangers	\$ 47,750		\$ 907,250	\$ 955,000
4	TBA	Strengthen SW Ramp Construction	\$ 65,000		\$1,235,000	\$ 1,300,000
5	TBA	Design GA Ramp Expansion	\$ 30,000		\$ 570,000	\$ 600,000

**2016**

Priority	FM Item	Description	Local	FDOT	FAA	Total
1	TBA	Acquire Land - Commerce Park - Phase 2	\$ 500,000	\$1,500,000		\$ 2,000,000
2	TBA	Relocate Helicopter Operations	\$ 85,000		\$1,615,000	\$ 1,700,000
3	TBA	Additional GA Ramp Construction Phase 1	\$ 65,000		\$1,235,000	\$ 1,300,000
4	TBA	Design Air Cargo Facility Phase 1	\$ 400,000			\$ 400,000
5	4119081	EA - R/W 17/35 Extension & ILS	\$ 20,000		\$ 380,000	\$ 400,000

## AVIATION PROJECTS

**TABLE 16:  
PETER PRINCE FIELD PROJECT PRIORITIES  
FY 2012-2016**

**2008**

**(carry-over from previous Priorities)**

Priority	FM Item	Description	Local	FDOT	FAA	Total
<b>1</b>	<b>4156011</b>	<b>Extend Taxiway (Standards)</b>	23,437	23,437	890,626	<b>937,500</b>

**2009**

**(carry-over from previous Priorities)**

Priority	FM Item	Description	Local	FDOT	FAA	Total
<b>1</b>		<b>Construct/Expand/ Remove/Modify/ Relocate T-Hangers</b>	128,000	512,000		<b>640,000</b>

**2011**

Priority	FM Item	Description	Local	FDOT	FAA	Total
<b>1</b>	<b>4204051</b>	<b>Update Airport Master Plan</b>	56,000	224,000		<b>280,000</b>
<b>2</b>	<b>4160451</b>	<b>Construct Taxiway (Standards)</b>	18,750	18,750	712,500	<b>750,000</b>
<b>3</b>	<b>4222941</b>	<b>Construct Taxiway (Standards)</b>	7,100	7,100	269,800	<b>284,000</b>
<b>4</b>	<b>4222931</b>	<b>Construct Apron (Capacity)</b>	28,400	113,600		<b>142,000</b>

**2012**

Priority	FM Item	Description	Local	FDOT	FAA	Total
<b>1</b>	<b>4222941</b>	<b>Construct Taxiway (Standards)</b>	7,100	7,100	269,800	<b>284,000</b>
<b>2</b>	<b>4159311</b>	<b>Construct/Expand/ Remove/Modify/ Relocate T-Hangers</b>	112,000	448,000		<b>560,000</b>
<b>3</b>	<b>4222931</b>	<b>Construct Apron (Capacity)</b>	28,400	113,600		<b>142,000</b>

### 2013

Priority	FM Item	Description	Local	FDOT	FAA	Total
<b>1</b>	<b>417761</b>	<b>Construct/Expand/ Remove/Modify/ Relocate T-Hangers</b>	56,000	224,000		<b>280,000</b>
<b>2</b>	<b>TBA</b>	<b>Rehabilitate Runway</b>	38,562	38,562	1,465,376	<b>1,542,500</b>
<b>3</b>	<b>TBA</b>	<b>Construct/Expand/ Remove/Modify/ Relocate T-Hangers</b>	120,000	480,000		<b>600,000</b>

### 2014

Priority	FM Item	Description	Local	FDOT	FAA	Total
<b>1</b>	<b>TBA</b>	<b>Rehabilitate Runway</b>	38,562	38,562	1,465,376	<b>1,542,500</b>

### 2015

Priority	FM Item	Description	Local	FDOT	FAA	Total
<b>1</b>	<b>TBA</b>	<b>Construct Taxiway (Standards)</b>	4,031	4,031	153,188	<b>161,250</b>

### 2016

Priority	FM Item	Description	Local	FDOT	FAA	Total
<b>1</b>	<b>TBA</b>	<b>Construct Taxiway (Standards)</b>	7,100	7,100	269,800	<b>284,000</b>

# SEAPORT PROJECTS

**TABLE 17: PORT OF PENSACOLA PROJECT PRIORITIES  
FY 2012-2016**

Project	2012	City's Share	2013	City's Share	2014	City's Share	2015	City's Share	2016	City's Share	Total Project	City's Share
PORT												
1. America's Marine Highways Terminal Development <b>TO BE SUBMITTED FOR FSTED PROJECT FUNDING IN APPROPRIATE CYCLES</b>	3,000,000  (1) (2)	1,500,000  (4) (5)	3,000,000  (1) (2)	1,500,000  (4) (5)							6,000,000	3,000,000  0
2. Port Gate Relocation & Security Enhancements <b>USDHS/TSA PROJECT APPROVED</b>	1,250,000  (3)	250,000  (4)									1,250,000	250,000
3. Berth 6 Rehabilitation <b>TO BE SUBMITTED FOR FSTED PROJECT FUNDING IN APPROPRIATE CYCLES</b>			2,200,000  (1)	1,100,000  TBD							2,200,000	1,100,000
4. Berth 6 Fender System Replacement <b>TO BE SUBMITTED FOR FSTED PROJECT FUNDING IN APPROPRIATE CYCLES</b>					1,200,000  (1)	600,000  (4)					1,200,000	600,000
5. Terminal Improvements							1,000,000  TBD	500,000  TBD	1,000,000  TBD	500,000  TBD	2,000,000	1,000,000
												0
<b>Totals</b>	4,250,000	1,750,000	5,200,000	2,600,000	1,200,000	600,000	1,000,000	500,000	1,000,000	500,000	12,650,000	5,950,000

Notes:

- (1) Florida Seaport Transportation Economic Development Council (FSTED) - Project Pending Approval
- (2) USDOT - Maritime Administration Project Funding - Pending Application and Approval
- (3) Federal Area Maritime Security Grant Funding - Project Approved; Awaiting Release of Funds in Federal FY11/12
- (4) Port Funds
- (5) Private Investment

## Appendix A

### Northwest Florida Regional Transportation Planning Organization (RTPO) Regional Network Priorities

The RTPO identifies Regional Network Project Priorities for the Florida-Alabama TPO and Okaloosa-Walton TPOs. Regional Network Project Priorities are based on a merger of the Cost Feasible Capacity Projects for the two TPOs

**NORTHWEST FLORIDA  
TRANSPORTATION PLANNING ORGANIZATION (TPO)**

Regional Priorities Ranking Criteria

<u>CRITERIA</u>	<u>SCORE</u>
<b>Level of Service (LOS)</b>	
Existing or future LOS of "F"	5 points
All other LOS	0 points
<b>Previous Priority Ranking</b>	
First major road project priority	5 points
Second major road project priority	4.5 points
Third major road project priority	4 points
Fourth major road project priority	3.5 points
Fifth major road project priority	3.0 points
Sixth major road project priority	2.5 points
Seventh major road project priority	2.0 points
Eight major road project priority	1.5 points
Ninth major road project priority (Fund boxes were not considered)	1 point
<b>Work Program Status</b>	
ROW complete or underway	5 points
Design complete or underway	4 points
PD&E complete or underway	3 points

**FY 2012-2016  
NORTHWEST FLORIDA  
REGIONAL TRANSPORTATION PLANNING ORGANIZATION  
REGIONAL NETWORK PRIORITIES  
Adopted 8-18-10**

**TABLE 1  
COMMITTED PROJECTS NOT SUBJECT TO PRIORITY RANKING**

Construction Schedule	Facility	SIS Y/N	From	To	Improvement	County
Underway	US 331	Y	US 98	South end Choctawhatchee Bay Bridge	Four-lane	Walton
FY2009	SR 20	N	White Point Road	Mid-Bay Bridge Connector	Four-lane	Okaloosa
FY2009	Mid-Bay Bridge Connector	N	Mid-Bay Bridge	Range Road	Four-lane	Okaloosa
FY 2011	SR 87	Y	Five Forks Rd.	Eglin AFB Boundary	Four-lane	Santa Rosa
FY2011	SR 281 (Avalon Blvd)	N	South of Moors Lodge	North of CSX Railroad	Four-lane	Santa Rosa
FY2012	SR 281 (Avalon Blvd.)	N	I-10	The Moors	Four-lane	Santa Rosa
FY2012	SR 281 (Avalon Boulevard)	N	North of CSX RR	US 90	Four-lane	Santa Rosa
FY2012	SR 123/SR 85 South	Y	General Bond Boulevard	Okaloosa Regional Airport	Interchange	Okaloosa
FY2012	SR 272 (Fairfield Drive)	N	SR 298 (Lillian Hwy.)	US90 (Mobile Hwy.)	Other Capacity Improvements	Escambia
FY2014	US 331	Y	Choctawhatchee Bay Bridge North Approach	SR 20	Four-lane	Walton
FY 2014 / 2015	I-10	Y	(SR 291) Davis Hwy.	US 90 (Scenic Hwy.)	Six-Lane	Escambia

**FY 2012-2016  
NORTHWEST FLORIDA  
REGIONAL TRANSPORTATION PLANNING ORGANIZATION  
REGIONAL NETWORK PRIORITIES**

**TABLE 2  
NON-STRATEGIC INTERMODAL SYSTEMS (NON-SIS)  
PROJECT PRIORITIES**

<b>RTPO Priority</b>	<b>Facility</b>	<b>From</b>	<b>To</b>	<b>Improvement</b>	<b>County</b>	<b>Total Points</b>
1	US 90	Escambia County Line	Okaloosa County Line	Other Capacity Improvements	Santa Rosa	14.5
2	US 98	Escambia County Line	Okaloosa County Line	Other Capacity Improvements	Santa Rosa	14.5
3	US 90A (Nine Mile Road)	SR 297 (Pine Forest Road)	US 29	Four-lane	Escambia	12
4	SR 727 (Fairfield Drive)	SR 298 (Lillian Highway)	US 90 (Mobile Highway)	Other Capacity Improvements	Escambia	12
5	SR 292 (Gulf Beach Highway/Sorrento Road)	SR 173 (Blue Angel Parkway)	SR 295 (Navy Boulevard)	Other Capacity Improvements	Escambia	11.5
6	US 90A (Nine Mile Road)	I-10	SR 297 (Pine Forest Road)	Other Capacity Improvements	Escambia	7.5
7	SR 742 (Burgess Road)	US 29	Creighton Road	Four-Lane Realignment	Escambia	6
8	SR 295 (Navy Blvd/New Warrington Road)	SR 292 (Gulf Beach Highway)	New Warrington Road–Leg C	Other Capacity Improvements	Escambia	3
9	US 90	Airport Road	SR 87 South	Four-Lane	Santa Rosa	3
10	SR 295 (Fairfield Drive)	US 90 (Mobile Highway)	SR 289 (9 <sup>th</sup> Avenue)	Other Capacity Improvements	Escambia	1
11	Bauer Road	Sorrento Road	US 98	Other Capacity Improvements	Escambia	1
12	Regional Transit Network	Escambia County	Walton County	Corridors & hubs	Multi-County	1

**FY 2012-2016  
NORTHWEST FLORIDA  
REGIONAL TRANSPORTATION PLANNING ORGANIZATION  
REGIONAL NETWORK PRIORITIES**

**TABLE 3  
STRATEGIC INTERMODAL SYSTEMS (SIS)  
PROJECT PRIORITIES**

This table is subject to change. FDOT is in the process of updating the SIS Cost Feasible Plan.

<b>RTPO Priority</b>	<b>Facility</b>	<b>From</b>	<b>To</b>	<b>Improvement</b>	<b>County</b>	<b>Total Points</b>
1	US 29	I-10	US 90A (Nine Mile) or Ten Mile Road	Six-lane	Escambia	16
2	US 98	Airport Road (Okaloosa County)	CR 30A West (Walton County)	Six-lane	Okaloosa / Walton	12
3	SR 123	SR 85 South	SR 85 North	Four-lane	Okaloosa	12
4	US 331 (Freeport Bypass)	SR 20	US 331	Four-lane	Walton	9.5
5	I-10	East end Escambia Bay Bridge	Avalon Boulevard	Six-lane	Santa Rosa	9.5
6	US 331 Choctawhatchee Bay Bridge	North End of Bridge	South End of Bridge	Four-lane	Walton	8
7	US 331/331 Business	Rockhill Road	Freeport High	Other Capacity	Walton	3
8	US 331	N. Indian Creek	Forest Oak Road	Other Capacity (Passing, Turn Lanes, Operational Imp.)	Walton	3
9	Regional Transit Network	Escambia County	Walton County	Corridors and Hub	Multi	1

**FY 2012-2016  
NORTHWEST FLORIDA  
REGIONAL TRANSPORTATION PLANNING ORGANIZATION  
REGIONAL NETWORK PRIORITIES  
TABLE 4**

**ALTERNATIVE REVENUE FUNDED PROJECTS NOT SUBJECT TO PRIORITY RANKING**

<b>Funding Source</b>	<b>Facility</b>	<b>From</b>	<b>To</b>	<b>Improvement</b>	<b>County</b>
Toll or Alt Funded	Interstate Connection (1)	I-10	I-65	Four-lane	Undetermined
Defense Access Funded	US 98	Hurlburt Field Gate		Interchange	Okaloosa
Toll Funded	SR 293 Mid-Bay Bridge	North End of Bridge	South End of Bridge	Four-lane	Okaloosa
Toll Funded	SR 293 (Mid-Bay Bridge Corridor)	Mid Bay Bridge North Approach	SR 20	Four-lane	Okaloosa
Toll Funded	SR 293 (Mid Bay Bridge Corridor Extension)	SR 20	SR 85	New alignment/ 4-lane	Okaloosa
Toll Funded	New Pensacola Bay Bridge	Pensacola	Gulf Breeze Peninsula	Four-lane	Escambia/ Santa Rosa
Toll Funded	New Beltway (2)	US 90 (Mobile Highway)	US 90/SR 87 South	Four-lane	Escambia/ Santa Rosa
Toll Funded	Northwest Florida Transportation Corridor Authority Bypass Project	SR 87	SR 77	Four-lane	Santa Rosa/ Okaloosa/ Walton/ Bay
Local or Alt Funded	SR 173 (Blue Angel Parkway)	SR 292 (Sorrento Road)	US 98	Four-lane	Escambia
Local or Alt Funded	SR 292 (Perdido Key Drive)	Alabama Line	South end ICWW Bridge	Four-lane	Escambia
Local or Alt Funded	SR 292 (Sorrento Road)	South end ICWW Bridge	SR 173 (Blue Angel Parkway)	Four-lane	Escambia
Local or Alt Funded	Woodbine Road/Chumuckla Corridor/ Realignment of Five Points Intersection	US90	Five Points Intersection	Four-lane /Intersection Re-alignment	Santa Rosa
Local or Alt Funded	PJ Adams / Antioch Rd	SR 85 South	US 90	Four-lane	Okaloosa
Local or Alt Funded	Old /New Bethel Road	US 90	SR 85N	Four-lane	Okaloosa
Local or Alt Funded	Pinestead-Longleaf Connector	SR 297 (Pine Forest Road)	US 29	Four-lane	Escambia

<b>Funding Source</b>	<b>Facility</b>	<b>From</b>	<b>To</b>	<b>Improvement</b>	<b>County</b>
Local or Alt Funded	Destin Cross Town Connector	Marler Bridge	SR 293 (Danny Wuerffel Way)	Four lane Commons Drive and Airport Road, improvements on other portions	Okaloosa
Local or Alt Funded	SR 87	US 90 at SR 87 South	Alabama State Line	Four-lane	Santa Rosa
Local or Alt Funded	US 331 (Rock Hill)	Owl's Head	I-10	Passing Lanes – Rock Hill Area	Walton
Local or Alt Funded	US 331 (Sherwood Lane)	Owl's Head	I-10	Passing Lanes – Sherwood Lane Area	Walton
Local or Alt Funded	SR 81	SR 20	I-10	Realign SR81 at SR20 with CR3280	Walton
Local or Alt Funded	US 90	Old US 90 @ Glover Lane	Airport Road	Four-lane	Santa Rosa
Local or Alt Funded	Chat Holly Road	US 331	CR 393	To be Determined	Walton
Local or Alt Funded	CR 30A	US 98 West	US 98 East	Intersection Improvements	Walton

- (1) The RTP0 supports each of the following routes as potential I-10 to I-65 Connectors: US29, SR87, SR85 and US331.
- (2) Segments of the Beltway Project may also be developed as Local or Alternative Revenue Projects.

## Appendix B

### Bicycle/Pedestrian Project Priorities

## BICYCLE PEDESTRIAN PROJECT PRIORITIES

Priority	Project Name	From	To	Description
<b>1</b>	Navy Blvd Alternate Bike Route Old Corry Field Road	Barrancas Ave	Navy Blvd	Bicycle Improvement and Signage 1.236 miles
<b>2</b>	Navy Blvd	Gulf Beach Hwy	Pace Blvd	3.38 miles Access Management on Navy Blvd
<b>3</b>	Davis Highway	Fairfield Drive	Schubert Drive	2.785 miles, Designated bike lane if possible or re-stripe for wide outside lane
<b>4</b>	Davis Highway (to include Alt.90 portion, sometimes referred to as 9 mile)	Forsyth St	Scenic Highway	2.462 miles, Designated Bike Lane if possible/If not, Re-stripe for wide outside lane. Conversion of un-utilized on-street parking between US90 overpass and Scenic Hwy to a designated bike lane
<b>5</b>	9 <sup>th</sup> Avenue	Creighton Rd	Bayou Blvd	2.041 miles, Designated bike lane if possible or re-stripe for wide outside lane
<b>6</b>	9 <sup>th</sup> Avenue	Cervantes St	Bayfront Pkwy	0.858 miles Designated bike lane if possible or re-stripe for wide outside lane
<b>7</b>	Sorrento Rd/ Gulf Beach Hwy	CR 297	Patton Dr	3.75 miles Sidewalks both sides
<b>8</b>	Johnson Ave	US 29	Olive Rd	6.135 miles Paved shoulders
<b>9</b>	Langley Ave	Scenic Heights Elem School	Leesway Blvd	Medians and pedestrian crossing
<b>10a</b>	US 98 Gulf Islands National Seashore Eastbound alternative route	3 Mile Bridge	Fairpoint Drive	2.07 miles Paved with shoulders and signage
		Fairpoint Drive	Sunset Drive	
		Sunset Drive	Shoreline Dr	
		Shoreline Drive	US 98	
<b>10b</b>	US 98 Gulf Islands National Seashore Westbound alternative route	McClure	Joachim	0.931 miles
		Joachim	Daniel	
		N. on Daniel / Kenilworth	Northcliff	
		Northcliff	US 98	
<b>11a</b>	Park Ave	SR 89	Byrom St	0.505 miles sidewalks north side
<b>11b</b>	Park Ave	Byrom St	SR 87	0.27 miles Sidewalks south side
<b>11c</b>	Park Ave	SR 87	Blackwater Heritage Trail	.073 miles sidewalks on both sides

## Appendix C

### Traffic Signal Timing Project Priorities

**Escambia County**

		Level of Service
1	US 98/Navy Exchange-PJC	3
2	US 98/VA Clinic (new master)	3
3	US 98/Navy Hospital	3
4	US 98/61st Ave	3
5	US 98/72nd Ave	3
6	US 98/Fairfield Dr	3
7	US 98/Blue Angel Pkwy	3

**System P-6**

8	W St/Jackson St	2
9	W St/Cervantes-Mobile Hwy	2
10	W St/Avery St	2
11	W St/Scott St	2

**System E-14**

12	W St/Airport Blvd	3
13	W St/Marcus Pt Blvd	3

**Non Systems**

14	Fairfield Dr/Lillian Hwy	2
15	Fairfield Dr/Patricia Dr/72nd Ave	2
16	Blue Angel Pkwy/Dog Track Rd	2
17	Blue Angel Pkwy/Lillian Hwy	2
18	Blue Angel Pkwy/Muldoon Rd	2
19	Blue Angel Pkwy/Saufly Field Rd	3
20	Blue Angel Pkwy/Mobile Hwy	3
21	Brent Ln/Beverly Pkw/Palafox St/Pensacola Blvd	3
22	Beverly Pkwy/W St	3
23	Michigan Ave/Memphis Ave	2
24	Michigam Ave/Mobile Hwy	3
25	Saufley Field Rd/Muldoon Rd	2

**City/County Signals**

26	Airport Blvd/Old Palafox	2
27	Airport Blvd/US 29 (connect for progression)	4
28	Airport Blvd/Hancock (connect for progression)	4
29	Airport Blvd/I-110 SB (connect for progression)	4
30	Airport Blvd/I-110 NB (connect for progression)	4
31	Fairfield Dr/I-110 SB	4
32	Fairfield Dr/Davis Hwy	4
33	Davis Hwy/I-110 NB	4
34	Brent Ln/Davis Hwy	4
35	Brent Ln/I-110 NB	4
36	Brent Ln/I-110 SB	4
37	Brent Ln/Rawson Rd	4
38	Mobile Hwy (US 90)/Green St	2
39	Mobile Hwy/Cervante (US 90)/W St	3
40	Mobile Hwy (US 90)/ New Warrington Rd	4

**Santa Rosa County**

41	US 90/Woodbine Rd	2
42	US 90/Chumuckla Hwy	2
43	US 90/W Spencer Field Rd	2
44	US 90/E Spencer Field Rd	2
45	US 90/Target Shopping Center	3
46	US 90/Home Depot	3
47	US 90/Wal Mart Shopping Center	3
48	US 90/Bell Ln	3
49	US 90/Ward Basin Rd	3
50	US 90/SR 87	3
51	SR 89/Hickory Hammock Rd	2
52	SR 89/Berry Hill Rd	2
53	SR 87/Berry Hill Road	2
54	SR 87/Park Ave	2
55	Woodbine/Chumuckla Hwy/Quintette Rd/Berryhill Rd	3

**City of Gulf Breeze**

56	US 98/Fairpoint Dr	1
57	US 98/Daniel Dr	1
58	US 98/Gulf Breeze Hospital	1
59	US 98/Gondolier-Kelton	1

**City of Pensacola**

60	Palafox/Leonard	2
61	Palafox/Maxwell	2
62	Palafox/Jordan	2
63	Palafox/Blount	2
64	Palafox/Cervantes	3
65	Palafox/Wright	3
66	Palafox/Gregory	3
67	Palafox/Chase	3
68	Gregory/Alcaniz	3
69	Gregory/Tarrogon	3
70	Gregory/Jefferson	3
71	Gregory/Spring	3
72	Chase/Baylen	3
73	Chase/Tarragona	3
74	Scenic Hwy/Creighton Rd	3
75	Scenic Hwy/Langley Ave	3
76	Scenic Hwy/Summit Blvd	3
77	Main St/Barrancas Ave	2
78	Main St/Palafox St	3
79	Main St/A St	2
80	Main St/E ST	2
81	Spanish Trail/Summit Blvd	2
82	Spanish Trail/Langley Ave	2
83	Government St/Spring St	2
84	Government St/Baylen St	2
85	E St/Avery St	2
86	E St/Moreno St	2

PROGRESS REPORT

CITY OF PENSACOLA AREA WIDE TRAFFIC SIGNAL COORDINATION  
INVOICE # 11

May-10

VOLKERT CONTRACT No. 776104.10

TASK 2: \$399,521.40

Location	Service Level	Cost	Current Month % Complete	Current Month Due	Total % Complete	Total
<b>Escambia County</b>						
<b>Group 1</b>						
1 Fairfield Drive and Hollywood Drive	2	\$3,198.90	100%	\$3,198.90	100%	\$3,198.90
2 Fairfield Drive and Ruby Ave.	2	\$3,198.90	100%	\$3,198.90	100%	\$3,198.90
3 New Warrington Road and Lillian Highway	2	\$3,198.90	100%	\$3,198.90	100%	\$3,198.90
<b>Group 1 Total:</b>		<b>\$9,596.70</b>				<b>\$9,596.70</b>
<b>Group 2</b>						
4 Fairfield Drive and South Dakota	3	\$7,132.84	100%	\$7,132.84	100%	\$7,132.84
5 Mobile Highway and Fairfield	3	\$7,132.84	100%	\$7,132.84	100%	\$7,132.84
6 Mobile Highway and Cherokee	3	\$7,132.84	100%	\$7,132.84	100%	\$7,132.84
7 Mobile Highway and Edison	3	\$7,132.84	100%	\$7,132.84	100%	\$7,132.84
8 Mobile Highway and Marjane Drive/Cemy Rd	3	\$7,132.84	100%	\$7,132.84	100%	\$7,132.84
9 Mobile Highway and Massachusetts	3	\$7,132.84	100%	\$7,132.84	100%	\$7,132.84
10 Mobile Highway and New Warrington Road	3	\$7,132.84	100%	\$7,132.84	100%	\$7,132.84
<b>Group 2 Total:</b>		<b>\$49,929.88</b>				<b>\$49,929.88</b>
<b>Group 3</b>						
11 Fairfield Drive and Pace Blvd	3	\$7,132.84	100%	\$7,132.84	100%	\$7,132.84
12 Fairfield Drive and L St	3	\$7,132.84	100%	\$7,132.84	100%	\$7,132.84
13 Fairfield Drive and Texar Dr	3	\$7,132.84	100%	\$7,132.84	100%	\$7,132.84
14 Fairfield Drive and Palafax St	3	\$7,132.84	100%	\$7,132.84	100%	\$7,132.84
15 Palafax St. and Texar	2	\$3,198.90	100%	\$3,198.90	100%	\$3,198.90
16 Texar and E St	2	\$3,198.90	100%	\$3,198.90	100%	\$3,198.90
17 Texar and MLK	2	\$3,198.90	100%	\$3,198.90	100%	\$3,198.90
18 Texar and Davis Hwy	2	\$3,198.90	100%	\$3,198.90	100%	\$3,198.90
19 Texar and 9th	2	\$3,198.90	100%	\$3,198.90	100%	\$3,198.90
20 Pace and Herman St	2	\$3,198.90	100%	\$3,198.90	100%	\$3,198.90
21 Pace and Leonard St	2	\$3,198.90	100%	\$3,198.90	100%	\$3,198.90
<b>Group 3 Total:</b>		<b>\$50,923.66</b>				<b>\$50,923.66</b>
<b>Group 4</b>						
22 US 29 and Hood	3	\$7,132.84	100%	\$7,132.84	100%	\$7,132.84
23 US 29 and Detroit	3	\$7,132.84	100%	\$7,132.84	100%	\$7,132.84
24 US 29 and Broad	3	\$7,132.84	100%	\$7,132.84	100%	\$7,132.84
25 US 29 and Diamond Dairy	3	\$7,132.84	100%	\$7,132.84	100%	\$7,132.84
26 US 29 Burgess Rd	3	\$7,132.84	100%	\$7,132.84	100%	\$7,132.84
27 US 29 Pinestead Rd	3	\$7,132.84	100%	\$7,132.84	100%	\$7,132.84
28 US 29 W St	3	\$7,132.84	100%	\$7,132.84	100%	\$7,132.84
29 US 29 Stumpfield/Marcus Point	3	\$7,132.84	100%	\$7,132.84	100%	\$7,132.84
30 US 29 and Industrial Blvd	3	\$7,132.84	100%	\$7,132.84	100%	\$7,132.84
31 US 29 Airport Blvd	3	\$7,132.84	100%	\$7,132.84	100%	\$7,132.84
<b>Group 4 Total:</b>		<b>\$71,328.40</b>				<b>\$71,328.40</b>
<b>Group 5</b>						
32 Sorrento Road at Bauer Rd	2	\$3,198.84	100%	\$3,198.84	100%	\$3,198.84
33 Perdido Key Blvd at Inerarily Point	2	\$3,198.84	100%	\$3,198.84	100%	\$3,198.84
<b>Group 5 Total:</b>		<b>\$6,397.68</b>				<b>\$6,397.68</b>
<b>Santa Rosa County</b>						
<b>Group 6</b>						
34 US 90/Avalon	2	\$3,198.90	100%	\$3,198.90	100%	\$3,198.90
35 US 90/K-mart	2	\$3,198.90	100%	\$3,198.90	100%	\$3,198.90
36 US 90/Parkmore Plaza Dr	2	\$3,198.90	100%	\$3,198.90	100%	\$3,198.90
37 US 90/Glover Ln	2	\$3,198.90	100%	\$3,198.90	100%	\$3,198.90
38 US 90/SR 89 (Dogwood Dr)	2	\$3,198.90	100%	\$3,198.90	100%	\$3,198.90
39 US 90/SR 87 (Stewart St)	2	\$3,198.90	100%	\$3,198.90	100%	\$3,198.90
40 US 90/CR 181 (Canal St)	2	\$3,198.90	100%	\$3,198.90	100%	\$3,198.90
41 US 90/Elmira St	2	\$3,198.90	100%	\$3,198.90	100%	\$3,198.90
42 US 90/Willing St	2	\$3,198.90	100%	\$3,198.90	100%	\$3,198.90
<b>Group 6 Total:</b>		<b>\$28,790.10</b>				<b>\$28,790.10</b>
<b>Group 7</b>						
43 US 98 & SR 87	2	\$3,198.90	100%	\$3,198.90	100%	\$3,198.90
44 US 98 & Navarre Beach Causeway	2	\$3,198.90	100%	\$3,198.90	100%	\$3,198.90
45 US 98 & Winn Dixie	2	\$3,198.90	100%	\$3,198.90	100%	\$3,198.90
46 US 98 & Panhandle Trail	2	\$3,198.90	100%	\$3,198.90	100%	\$3,198.90
47 US 98 & Wal-Mart	2	\$3,198.90	100%	\$3,198.90	100%	\$3,198.90
48 US 98 & Whispering Pines	2	\$3,198.90	100%	\$3,198.90	100%	\$3,198.90
49 US 98 at Andora (Publix)	2	\$3,198.90	100%	\$3,198.90	100%	\$3,198.90
50 US 98 at Orion Parker	2	\$3,198.90	100%	\$3,198.90	100%	\$3,198.90
<b>Group 7 Total:</b>		<b>\$25,591.20</b>				<b>\$25,591.20</b>
<b>Group 8</b>						
51 Garden St/Tarragona St	3	\$7,132.84	100%	\$7,132.84	100%	\$7,132.84
52 Garden St/Jefferson St	3	\$7,132.84	100%	\$7,132.84	100%	\$7,132.84
53 Garden St/Palafax St	3	\$7,132.84	100%	\$7,132.84	100%	\$7,132.84
54 Garden St/Baylen St	3	\$7,132.84	100%	\$7,132.84	100%	\$7,132.84
55 Garden St/Spring St	3	\$7,132.84	100%	\$7,132.84	100%	\$7,132.84
56 Garden St/A St	3	\$7,132.84	100%	\$7,132.84	100%	\$7,132.84
57 Garden St/Barrancas Ave	3	\$7,132.84	100%	\$7,132.84	100%	\$7,132.84
<b>Group 8 Total:</b>		<b>\$49,929.88</b>		<b>\$49,929.88</b>		<b>\$49,929.88</b>

May-10

VOLKERT CONTRACT No. 776104.10

TASK 2: \$399,521.40

Location	Service Level	Cost	Current Month % Complete	Current Month Due	Total % Complete	Total
<b>Group 9</b>						
58 Garden S/E St	2	\$3,198.00	100%	\$3,198.00	100%	\$3,198.00
59 Garden/Navy & Pace Blvd	2	\$3,198.00	100%	\$3,198.00	100%	\$3,198.00
60 Navy Blvd/W St	2	\$3,198.00	100%	\$3,198.00	100%	\$3,198.00
Group 9 Total:		\$9,596.70				\$9,596.70
<b>Group 10</b>						
61 Creighton/Wal-Mart	2	\$3,198.00	100%	\$3,198.00	100%	\$3,198.00
62 Creighton/Tippin Ave	2	\$3,198.00	100%	\$3,198.00	100%	\$3,198.00
Group 10 Total:		\$6,397.80				\$6,397.80
<b>Group 11</b>						
63 Fairfield/9 <sup>th</sup> Ave	2	\$3,198.00	100%	\$3,198.00	100%	\$3,198.00
64 Fairfield/12 <sup>th</sup> Ave	2	\$3,198.00	100%	\$3,198.00	100%	\$3,198.00
Group 11 Total:		\$6,397.80				\$6,397.80
<b>Group 12</b>						
65 12 <sup>th</sup> Ave/Bayou Blvd	2	\$3,198.00	100%	\$3,198.00	100%	\$3,198.00
66 12 <sup>th</sup> Ave/Summit	2	\$3,198.00	100%	\$3,198.00	100%	\$3,198.00
67 12 <sup>th</sup> Ave/Airport	2	\$3,198.00	100%	\$3,198.00	100%	\$3,198.00
68 12 <sup>th</sup> Ave/College Pkwy	2	\$3,198.00	100%	\$3,198.00	100%	\$3,198.00
Group 12 Total:		\$12,795.60				\$12,795.60
<b>Group 13</b>						
69 US 90 (Cervantes St)/Perry	2	\$3,198.00	100%	\$3,198.00	100%	\$3,198.00
70 US 90 (Cervantes St)/17 <sup>th</sup> Ave	2	\$3,198.00	100%	\$3,198.00	100%	\$3,198.00
71 US 90 (Cervantes St)/12 <sup>th</sup> Ave	2	\$3,198.00	100%	\$3,198.00	100%	\$3,198.00
72 US 90 (Cervantes St)/A St	2	\$3,198.00	100%	\$3,198.00	100%	\$3,198.00
73 US 90 (Cervantes St)/E St	2	\$3,198.00	100%	\$3,198.00	100%	\$3,198.00
74 US 90 (Cervantes St)/Pace Blvd	2	\$3,198.00	100%	\$3,198.00	100%	\$3,198.00
75 US 90 (Cervantes St)/S St	2	\$3,198.00	100%	\$3,198.00	100%	\$3,198.00
Group 13 Total:		\$22,392.30				\$22,392.30
<b>Group 14</b>						
76 Airport Blvd/K-mart Shopping Center	2	\$3,198.00	100%	\$3,198.00	100%	\$3,198.00
77 Airport Blvd/College Pkwy	2	\$3,198.00	100%	\$3,198.00	100%	\$3,198.00
78 Airport Blvd/Lowes	2	\$3,198.00	100%	\$3,198.00	100%	\$3,198.00
79 Airport Blvd/Cobblestone Dr.	2	\$3,198.00	100%	\$3,198.00	100%	\$3,198.00
80 Airport Blvd/Davis Hwy	2	\$3,198.00	100%	\$3,198.00	100%	\$3,198.00
Group 14 Total:		\$15,994.50				\$15,994.50
<b>Group 15</b>						
81 Bayou Blvd/12 <sup>th</sup> Ave	2	\$0.00	0%	\$0.00	0%	\$0.00
82 Bayou Blvd/Target Shopping Center	2	\$3,198.00	100%	\$3,198.00	100%	\$3,198.00
83 Bayou Blvd/Rave Theatre	2	\$3,198.00	100%	\$3,198.00	100%	\$3,198.00
Group 15 Total:		\$6,397.80				\$6,397.80
<b>Group 16</b>						
84 Bayfront Pkwy/Chase St	3	\$7,132.84	100%	\$7,132.84	100%	\$7,132.84
85 Bayfront Pkwy/17th Ave	3	\$7,132.84	100%	\$7,132.84	100%	\$7,132.84
Group 16 Total:		\$14,265.68				\$14,265.68
Project Total		\$386,725.68		\$49,929.88		\$386,725.68
			<b>Current Month:</b>	\$49,929.88		
			<b>Total:</b>		\$386,725.68	
			<b>Less Previous Invoiced:</b>		\$336,795.80	
			<b>Total Amount Due:</b>		\$49,929.88	
Uncommitted funds		\$12,795.72				

## Appendix D

### Pedestrian-Actuated Signal Project Priorities (Project # 4079381)

## **Proposed Pedestrian Actuated Signals List for 2011 and 2012**

Please note that the estimating process for these projects is still ongoing as part of the continuing design effort. Therefore, it should be noted that certain intersections appearing within the 2011 group of projects may be deferred into 2012 if deemed necessary due to budget constraints. In other words, we are including in the 2011 project the quantity of intersections projected to meet the allocated 2011 budget, and in the event of an overrun, it is possible that a few proposed 2011 projects may get bumped into 2012. Likewise, it is also possible (but not quite as likely) that in the event of an under run, that a few of the 2012 intersections could be moved up to 2011.

### **2011 Escambia County (407938-2-52-01):**

- SR 295 (Fairfield Dr.) at CR 453 (W Street)
- SR 295 (Fairfield Dr.) at SR 292 (Pace Blvd.)
- SR 295 (Fairfield Dr.) at SR 752 (Texar Dr.)
- SR 295 (Fairfield Dr.) at SR 95 (Palafox Hwy.)
- SR 295 (Fairfield Dr.) at 12<sup>th</sup> Avenue
- SR 289 (N 9<sup>th</sup> Ave.) at Cordova Mall/Sacred Heart Hospital entrance
- SR 292 (Gulf Beach Hwy.) at Fairfield Dr.
- SR 297 (Pine Forest Rd.) at Wilde Lake Dr.
- SR 297 (Pine Forest Rd.) at I-10 WB Off-Ramp
- SR 95 (Pensacola Blvd.) at Broad St.
- CR 296 (Saufley Field Rd.) at SR 173 (Blue Angel Pkwy.)
- CR 296 (Saufley Field Rd.) at Muldoon Rd.
- SR 727 (Fairfield Dr.) at Patricia Dr./72<sup>nd</sup> St.
- SR 727 (Fairfield Dr.) at 61<sup>st</sup> Ave.
- SR 10/US 90 (Nine Mile Rd.) at SR 297 (Pine Forest Rd.)
- SR 10/US 90 (Nine Mile Rd.) at US 29 Southbound
- SR 10/US 90 (Nine Mile Rd.) at US 29 Northbound
- SR 10/US 90 (Nine Mile Rd.) at SR 95A (Old Palafox St.)
- SR 10A (Scenic Hwy.) at US 90A (Davis Hwy.)

### **2011 Santa Rosa County (407938-3-52-01):**

- SR 10 (US 90) at Canal St. (CR 191)
- SR 30 (US 98) at Baptist Gulf Breeze Hospital
- SR 30 (US 98) at Oriole Beach Rd.
- Woodbine Rd. (CR 197A) at Chumuckla Hwy. (CR 197)/Quintette Rd. (CR 184)

**2012 Escambia County (407938-2-52-02):**

- SR 173 (Blue Angel Pkwy.) at SR 298 (Lillian Hwy.)
- SR 173 (Blue Angel Pkwy.) at Muldoon Rd.
- SR 95 (Pensacola Blvd.) at Detroit Blvd.
- SR 95 (Pensacola Blvd.) at Hood Dr.
- CR 749 (Chemstrand Rd.) at E. Kingsfield Rd.
- SR 173 (Blue Angel Pkwy.) at SR 292 (Sorrento Rd.)
- SR 173 (Blue Angel Pkwy.) at CR 297 (Dog Track Rd.)
- SR 173 (Blue Angel Pkwy.) at SR 30 (US 98)
- CR 95A (Old Palafox Hwy.) at Hancock Ln.
- CR 95A (Old Palafox Hwy.) at W. Burgess Rd.
- CR 95A (Old Palafox Hwy.) at SR 290 (Olive Rd.)
- CR 95A (Old Palafox Hwy.) at Ensley St.
- CR 95A (Old Palafox Hwy.) at Hood Dr.
- SR 292 (Sorrento Rd./Gulf Beach Hwy.) at CR 293 (Bauer Rd.)
- SR 750 (Airport Blvd.) at Lowes Entrance
- SR 295 (New Warrington Rd.) at SR 298 (Lillian Hwy.)

**2012 Santa Rosa County (407938-3-52-02):**

- SR 10 (US 90) at CR 197A (Woodbine Rd.)
- SR 10 (US 90) at CR 197B (W. Spencer Field Rd.)
- SR 10 (US 90) at E. Spencer Field Rd.
- SR 10 (US 90) at Parkmore Plaza Dr./Jaimee Leigh Dr.
- SR 10 (US 90) at Glover Ln.
- SR 10 (US 90) at Milton Square
- SR 10 (US 90) at Dogwood Dr.
- SR 30 (US 98/Navarre Parkway) at Panhandle Tr./Campground Ent.
- SR 30 (US 98/Navarre Parkway) at Whispering Pines Blvd.

## Appendix E

### Public Transportation Capital Improvements

## PUBLIC TRANSPORTATION CAPITOL IMPROVEMENTS

<b>Priority</b>	<b>Project Name</b>	<b>Cost</b>	<b>Scope</b>
<b>1</b>	Bus Stop Signs	\$18,000	Purchase and install 300 signs along routes with inadequate identification
<b>2</b>	Replacement of Radio System	\$167,131	Purchase and install digital radio system on all buses.
<b>3</b>	Shelters with Solar Lighting	\$310,000	Purchase 50 shelters and install
<b>4</b>	Smart Card System	\$180,000	Purchase and install electronic fare media
<b>5</b>	GPS-Clock Counter	\$200,000	To install GPS on 20 buses for additional infrastructure to support daily operations
<b>6</b>	Bus Stop Announcers	\$150,000	Accessibility enhancement for the disabled
<b>7</b>	DVR System for Buses	\$194,725	Digital Recording system for safety -security
<b>8</b>	Cut Away (Hybrid) Park-n-Ride Service	\$700,000	Purchase 5 cut away vehicles to service three Park-n-Ride areas
<b>9</b>	Park-n-Ride Terminals	\$300,000	Set up terminals at 3 Park-n-Ride facilities for the sale of passes and to give bus information
<b>10</b>	Repair Equipment- Natural Lighting in Maintenance area	\$50,000	Support lighting for the service of transit and outside facilities vehicles in maintenance area
<b>11</b>	WIFI-For Buses	\$8,800	Install a system that allows for internet access on buses, to support Park-n-Ride services
<b>12</b>	Digital Display Signs	\$100,000	Install 5 digital display signs for identifying of ECAT branding Park-n-Ride services
<b>13</b>	Laptops for Safety/ Training	\$18,000	Purchase 3 tough-books for EOC operations and field operations

## Appendix F

### Intelligent Transportation System Master Plan

# ITS MASTER PLAN COST FEASIBLE PLAN PROJECTS

## FIVE YEAR WORK PROGRAM COST (2011/25)

<b>1</b>	Advanced Traffic Management System (Phase I)		2,778,685
<b>2</b>	Advanced Traffic Management System (Phase II)		2,778,685
<b>3</b>	Advanced Traffic Management System (Phase III)		2,778,685
<b>4</b>	Regional Traffic Management System		2,036,665
<b>5</b>	Cameras on Arterials		677,822
<b>6</b>	Freeway Management System	18,198,000	
	<b>Total ITS Costs without OPS and Maintenance</b>	<b>18,198,000</b>	<b>11,050,542</b>
<b>7</b>	Operations and Maintenance	1,939,800	1,345,133
<b>8</b>	3% Personnel Cost	581,940	403,540
	<b>Total Costs with O&amp;M and Personnel Costs</b>	<b>20,719,740</b>	<b>*12,799,215</b>
	<b>TOTAL COSTS 05/25</b>		<b>33,518,955</b>

\* TPO Project Priority Cost

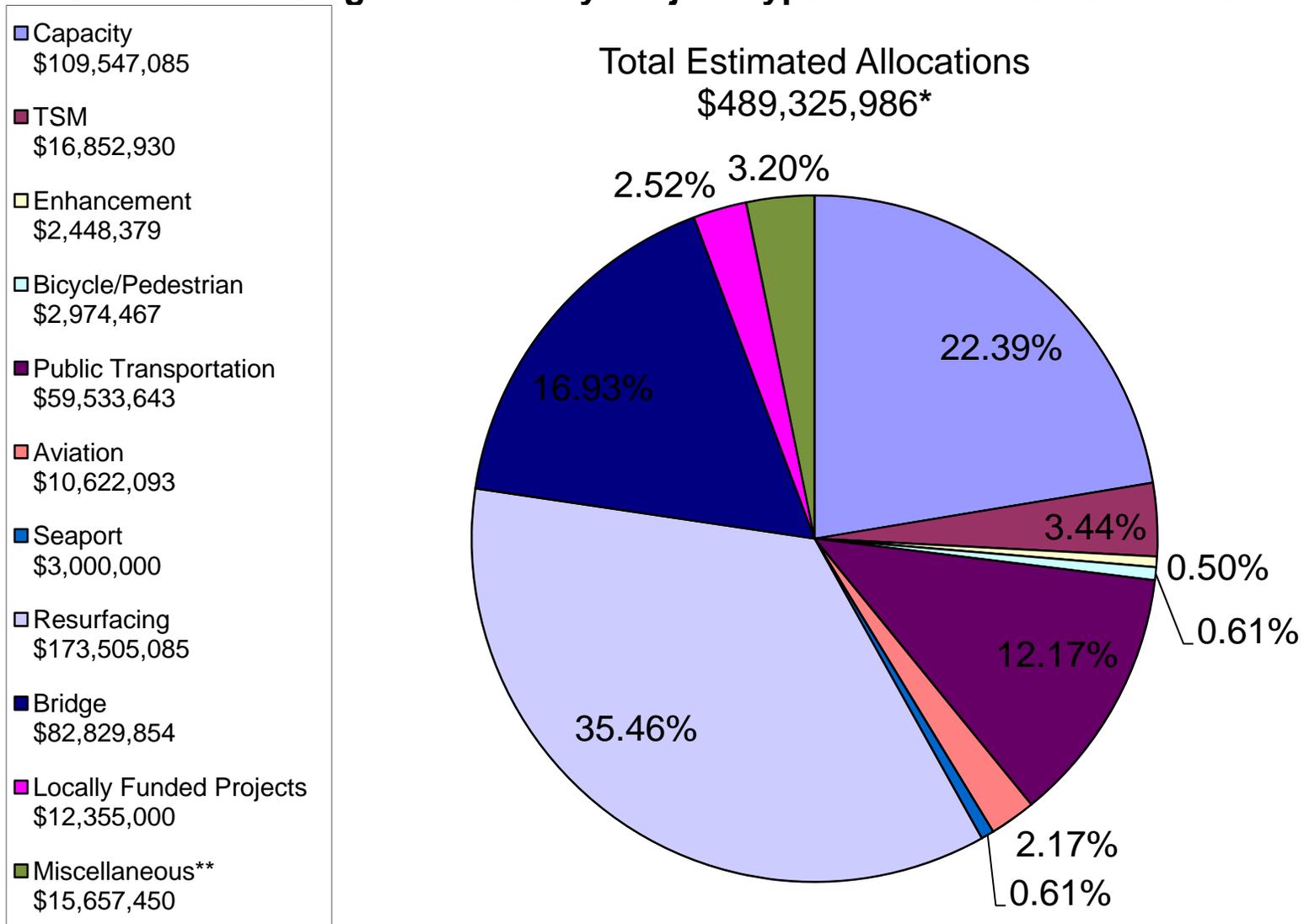
1. **Advanced Traffic Management System (Phase I)**- In conjunction with the revision of the area's master plan, the need exists to modernize the major corridor traffic signal systems to *Intelligent Transportation System (ITS)*\* mode.
2. **Advanced Traffic Management System (Phase I and II)**- Would continue the deployment of new traffic controllers and interconnection at the rate of 100 units per phase.

\* The term **Intelligent Transportation System (ITS)** refers to efforts to add information and communications technology infrastructure to transport vehicles in an effort to manage factors that typically are at odds with each other, such as vehicles, loads, and routes to improve safety and reduce vehicle wear, transportation times and fuel consumption. ITS can vary in technologies applied from basic management systems: car navigation, traffic signal control systems, container management systems, variable message signs, automatic plate number recognition or speed cameras to monitoring applications, such as security CCTV systems, to more advanced applications that integrate live data and feedback from a number of other sources, such as parking guidance and information systems, weather information, bridge de-icing systems and the like. Additionally, predictive techniques are being developed in order to allow advanced modeling and comparison with historical baseline data.

## **Appendix F**

### **Financial Summaries and Charts**

## Estimated Funding Allocation by Project Type for Fiscal Years 2012-2016



\*Total Estimated Allocations includes funding from FDOT, ALDOT, and Local Governments

\*\*The total shown above for Miscellaneous includes \$202,516 from ALDOT that has not been designated to a specific project

County: Escambia  
 CTC: Pensacola Bay Transportation  
 Contact: Robert Dones  
 3100 McCormick Street  
 Pensacola, FL 32514  
 850-476-8130  
 Email: [rdones@pensacolabaytransportation.com](mailto:rdones@pensacolabaytransportation.com)

Demographics	Number	Percentage
Total County Population / Percent of State Total	313,000	1.67%
Potential TD Population / Percent of County Total	119,900	38.31%
UDPHC / Percent of TD Passengers Served	3,213	2.68%



Trips By Type of Service	2009	2010	% Change
Fixed Route (FR)	128,703	143,543	11.53%
Deviated FR	-	-	NA
Ambulatory	136,046	102,957	-24.32%
Non-Ambulatory	26,372	36,605	38.80%
Stretcher	238	182	-23.53%
School Board	-	-	NA
<b>TOTAL TRIPS</b>	<b>291,359</b>	<b>283,287</b>	<b>-2.77%</b>

Vehicle Data	2009	2010	% Change
Vehicle Miles	1,768,552	1,315,148	-25.64%
Revenue Miles	1,256,262	1,133,270	-9.79%
Roadcalls	37	55	48.65%
Accidents	6	2	-66.67%
Vehicles	39	28	-28.21%
Driver Hours	69,909	75,913	8.59%

Passenger Trips By Trip Purpose	2009	2010	% Change
Medical	54,746	59,713	9.07%
Employment	26,749	169,080	532.10%
Ed/Train/DayCare	143,512	11,702	-91.85%
Nutritional	17,009	517	-96.96%
Life-Sustaining/Other	49,343	42,275	-14.32%
<b>TOTAL TRIPS</b>	<b>291,359</b>	<b>283,287</b>	<b>-2.77%</b>

Financial and General Data	2009	2010	% Change
Expenses	\$3,379,009	\$3,420,101	1.22%
Revenues	\$3,157,760	\$3,106,876	-1.61%
Commendations	4	4	0.00%
Complaints	5	22	340.00%
Passenger No-Shows	3,632	6,594	81.55%
Unmet Trip Requests	1,250	1,295	3.60%

Passenger Trips By Funding Source	2009	2010	% Change
CTD	22,425	20,246	-9.72%
AHCA	60,922	60,487	-0.71%
APD	507	1,424	180.87%
DOEA	10,213	9,472	-7.26%
DOE	2,580	1,703	-33.99%
Other	194,712	189,955	-2.44%
<b>TOTAL TRIPS</b>	<b>291,359</b>	<b>283,287</b>	<b>-2.77%</b>

Performance Measures	2009	2010	% Change
Accidents per 100,000 Miles	0.34	0.15	-55.88%
Miles between Roadcalls	47,799	23,912	-49.97%
Avg. Trips per Driver Hour	2.33	1.84	-21.03%
Avg. Trips per Para Pass.	75.41	47.61	-36.87%
Cost per Trip	11.6	12.07	4.05%
Cost per Paratransit Trip	20.49	22.72	10.88%
Cost per Driver Hour	47.68	41.82	-12.29%
Cost per Total Mile	1.88	2.41	28.19%

County: Santa Rosa  
 CTC: Pensacola Bay Transportation  
 Contact: RObert Dones  
 3100 McCormick Street  
 Pensacola, FL 32514  
 850-476-8130  
 Email: [rdones@pensacolabaytransportation.com](mailto:rdones@pensacolabaytransportation.com)

Demographics	Number	Percentage
Total County Population / Percent of State Total	144,500	0.77%
Potential TD Population / Percent of CountyTotal	47,730	33.03%
UDPHC / Percent of TD Passengers Served	619	1.30%



Trips By Type of Service	2009	2010	% Change
Fixed Route (FR)	-	46,474	NA
Deviated FR	-	-	NA
Ambulatory	33,606	26,153	-22.18%
Non-Ambulatory	5,595	3,492	-37.59%
Stretcher	17	25	47.06%
School Board	-	-	NA
<b>TOTAL TRIPS</b>	<b>39,218</b>	<b>76,144</b>	<b>94.16%</b>

Vehicle Data	2009	2010	% Change
Vehicle Miles	519,148	477,274	-8.07%
Revenue Miles	398,329	405,764	1.87%
Roadcalls	9	10	11.11%
Accidents	4	-	-100.00%
Vehicles	14	10	-28.57%
Driver Hours	17,322	17,699	2.18%

Passenger Trips By Trip Purpose	2009	2010	% Change
Medical	9,254	5,777	-37.57%
Employment	10,699	54,906	413.19%
Ed/Train/DayCare	7,106	7,368	3.69%
Nutritional	2,269	298	-86.87%
Life-Sustaining/Other	9,890	7,795	-21.18%
<b>TOTAL TRIPS</b>	<b>39,218</b>	<b>76,144</b>	<b>94.16%</b>

Financial and General Data	2009	2010	% Change
Expenses	\$665,108	\$691,806	4.01%
Revenues	\$914,390	\$928,450	1.54%
Commendations	10	5	-50.00%
Complaints	13	8	-38.46%
Passenger No-Shows	770	988	28.31%
Unmet Trip Requests	903	603	-33.22%

Passenger Trips By Funding Source	2009	2010	% Change
CTD	13,628	10,218	-25.02%
AHCA	11,510	8,223	-28.56%
APD	5,786	6,870	18.73%
DOEA	1,148	428	-62.72%
DOE	139	12	-91.37%
Other	7,007	50,393	619.18%
<b>TOTAL TRIPS</b>	<b>39,218</b>	<b>76,144</b>	<b>94.16%</b>

Performance Measures	2009	2010	% Change
Accidents per 100,000 Miles	0.77	0	-100.00%
Miles between Roadcalls	57,683	47,727	-17.26%
Avg. Trips per Driver Hour	2.26	1.68	-25.66%
Avg. Trips per Para Pass.	104.3	56.3	-46.02%
Cost per Trip	16.96	9.09	-46.40%
Cost per Paratransit Trip	16.96	20.76	22.41%
Cost per Driver Hour	38.4	34.8	-9.38%
Cost per Total Mile	1.28	1.29	0.78%

## **Appendix G**

### **Department of Community Affairs Letter of Consistency**



STATE OF FLORIDA

# DEPARTMENT OF COMMUNITY AFFAIRS

*"Dedicated to making Florida a better place to call home"*

RICK SCOTT  
Governor

BILLY BUZZETT  
Secretary

September 16, 2011

The Honorable Gene Valentino, Commissioner  
Florida-Alabama Transportation Planning Organization  
Post Office Box 1591  
Pensacola, Florida 32591

Dear Chairman Valentino:

Thank you for submitting the Florida-Alabama TPO Transportation Improvement Program (TIP) for fiscal years 2011/2012 through 2015/16. Pursuant to Section 339.175, Florida Statutes, the Department has reviewed the TIP for consistency with the applicable local government comprehensive plans.

Our review indicates that the TIP is consistent with the comprehensive plans of Escambia and Santa Rosa Counties and the municipalities within the Counties.

We appreciate your efforts to coordinate the transportation projects in your TIP with local government comprehensive plans. Should you have any questions concerning this determination or the review process, please contact Amie Longstreet, AICP, Transportation Planner at (850) 921-3024.

Sincerely,

Mike McDaniel, Chief  
Office of Comprehensive Planning

MM/jhs

## **Appendix H**

### **Florida Department of Transportation Letter of Consistency**

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**(The TIP is submitted to FDOT for approval after it is  
approved by the TPO)**

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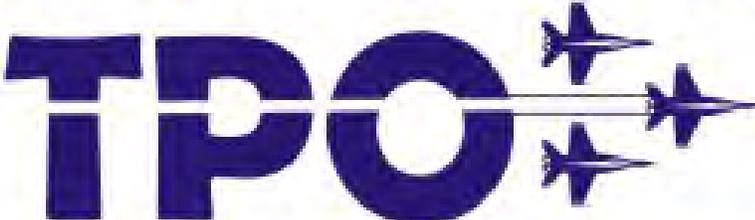
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*FY 2012-2015 CIE Annual Update*

*FL-AL TPO Project Priorities*

# Florida-Alabama TPO



Transportation Planning Organization

Fiscal Years 2013-2017

## Project Priorities

Adopted: July 13, 2011

Amended: September 14, 2011



Staff to TPO

“...planning for the future transportation needs of the Pensacola FL-AL Urbanized Area...”

For information regarding this document, please contact:

Elizabeth Schrey  
TPO Staff/ WFRPC Transportation Planner

[Elizabeth.schrey@wfrpc.org](mailto:Elizabeth.schrey@wfrpc.org)

4081 East Olive Road  
Suite A  
Pensacola, FL 32514

Telephone – 1.800.226-8914

Fax - 850.637.1923

This document is available at

<http://www.wfrpc.org/fl-al-projectpriorities>

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*Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translations services (free of charge) should contact Rhonda Grice at (850) 332-7976, ext 214 or (1-800-995-8771 for TTY- Florida) or by email at*

[Rhonda.grice@wfrpc.org](mailto:Rhonda.grice@wfrpc.org)

## RESOLUTION FL-AL 11-09

### A RESOLUTION OF THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION ADOPTING THE FY 2013-2017 PROJECT PRIORITIES

---

**WHEREAS**, the Florida-Alabama Transportation Planning Organization (TPO) is the organization designated by the Governors of Florida and Alabama as being responsible, together with the States of Florida and Alabama, for carrying out the continuing, cooperative and comprehensive transportation planning process for the Florida-Alabama TPO Planning Area; and

**WHEREAS**, the Transportation Improvement Program (TIP) is adopted annually by the TPO and submitted to the Governor of the State of Florida and the Governor of the State of Alabama, to the Federal Transit Administration, and through the State of Alabama and State of Florida to the Federal Highway Administration; and

**WHEREAS**, the initial step in the development of the TIP is for the TPO to submit its transportation project priorities for all modes of travel to the Florida Department of Transportation;

**NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION THAT:**

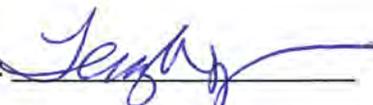
The TPO adopts the FY2013-2017 Project Priorities, with any changes that may have been presented.

Passed and duly adopted by the Florida- Alabama Transportation Planning Organization on this 13th day of July 2011.

FLORIDA- ALABAMA TRANSPORTATION  
PLANNING ORGANIZATION

BY:   
Kevin White, Chairman



ATTEST: 

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# **FLORIDA-ALABAMA TPO PROJECT PRIORITIES**

## **FISCAL YEARS 2013-2017**

The Transportation Planning Organization (TPO) annually reviews and adopts transportation Project Priorities. The purpose of this document is to insure that transportation projects programmed by FDOT in the Five Year Work Program are consistent with local needs and plans for the TPO planning area. In accordance with state and federal laws, all modes of transportation must be addressed in the TPOs Project Priorities. These modes of transportation can be identified as Long Range Transportation Plan (LRTP) Capacity Projects, Transportation System Management (TSM) Projects, Enhancement Projects, Public Transportation Projects, and Seaport/Airport Projects.

### **LONG RANGE TRANSPORTATION PLAN (LRTP) CAPACITY PROJECTS**

This category includes projects identified in the TPO 2035 Cost Feasible Long Range Transportation Plan. Two types of projects are addressed:

1. Major Capacity Projects - Includes the construction of new roads and highways, bridge capacity projects, interchanges and multi-lane upgrades of existing roads.
2. Other Projects – Includes funding set-asides for Bicycle Pedestrian Projects, Public Transportation, Corridor Management Plans and Projects and Improved Traffic Signal Operations.

### **TRANSPORTATION SYSTEM MANAGEMENT (TSM) PROJECT PRIORITIES**

TSM Projects are generally low cost operational improvements to the transportation system, as opposed to major capacity projects. TSM Projects can typically be implemented within a short period of time. Examples of TSM Projects include adding turn lanes at intersections, updating traffic signals, modifying median openings and making other operational improvements. The typical source for TSM Project Priorities is the annual FDOT Traffic Operations Project Candidate List, which contains projects that have been warranted based on FDOT study. The funding source for these projects is District Traffic Operations Funds.

### **ENHANCEMENT PROJECT PRIORITIES**

Transportation Enhancement projects are funded with a required federal funding set-aside for projects that enhance the existing transportation system. There are 12 qualifying activities that can be funded as enhancements:

1. Provide facilities for pedestrians and bicyclists
2. Provision of safety and educational activities for pedestrians and bicyclists
3. Acquisition of scenic easements and scenic or historic sites
4. Scenic or historic highway programs (including tourist and welcome center facilities)
5. Landscaping and scenic beautification
6. Historic preservation
7. Rehabilitation and operation of historic transportation buildings, structures or facilities
8. Conversion of railway corridors to trails
9. Control and removal of outdoor advertising
10. Archaeological planning and research
11. Environmental mitigation of runoff pollution and provision of wildlife connectivity
12. Establishment of transportation museums

### **PUBLIC TRANSPORTATION PROJECT PRIORITIES**

Public Transportation Project Priorities are developed by the Escambia County Area Transit System (ECAT) and approved by the Escambia County Commission. These projects fall into two categories: Capital Improvements and Operating Assistance. Capital Improvements include the construction of facilities or purchase of equipment to maintain or expand service, while Operating Assistance provides the funds necessary to make up the difference between the revenue generated by the service and the actual cost of the service (commonly known as the operating deficit). The source of public transportation

projects is the Escambia County Transit Development Plan (TDP). Public Transportation Project Priorities are provided annually by ECAT and the Alabama Department of Transportation. Priorities are shown for each year from 2013 through 2017.

### **AVIATION AND SEAPORT PROJECT PRIORITIES**

Seaport and Aviation Projects do not compete with transit and highway projects for funding. The following facilities are located in the TPO planning area:

- Port of Pensacola
- Pensacola Regional Airport
- Peter Prince Field

Priorities for the Port of Pensacola and Pensacola Regional Airport are submitted annually to the TPO. Santa Rosa County provides priorities for Peter Prince Field. The sources of seaport and aviation projects are master plans for each facility. Priorities are shown for each year from 2013 through 2017.

### **PUBLIC INVOLVEMENT**

The TPO's emphasis on public involvement in the TIP process was during the project priority development stage in May, June, and July. There is a greater chance for the public to have an effect on changes to the TIP during the project priority development stage, than when the final TIP is endorsed nine months later. The TPO approach to ensuring the public is given opportunity to review the draft priorities is to run a local newspaper ad in the Pensacola News Journal and issue a general press release to all media. The ad and press release will provide a TPO staff contact name, who will answer inquiries, provide requested information, and serve as liaison to community representatives or groups. Staff members are available for Public Meetings and informational gatherings. A letter and schedule of public involvement opportunities will be sent to a list of community organizations to encourage their participation, including representatives of Title VI communities. The following procedure is employed to ensure public involvement throughout the development of the Project Priorities:

- May - Initial Draft Priorities reviewed at a community workshop
- June - Draft Project Priorities reviewed by Technical Coordinating Committee (TCC), Citizens Advisory Committee (CAC), Bicycle/Pedestrian Advisory Committee (BPAC) and TPO Board
- June - Ad runs in Pensacola News Journal and general press release is issued asking for public comment. The Draft Project Priorities document is also placed on the TPO website at <http://www.wfrpc.org/fl-al-projectpriorities> for public review and comment.
- July - Final Draft Project Priorities are reviewed by the TCC, CAC and BPAC and their recommendations are provided to the TPO. The TPO must open a Public Hearing to take final comments before they can vote to adopt the Project Priorities.
- August – The Adopted Project Priorities are submitted to FDOT District 3 so they may begin revising their Work Program for the next planning cycle. The revised FDOT Work Program is then used in the creation of the annually created 5-year Transportation Improvement Program (TIP), which is also made available to the public for review and comment.

**While the TPO uses criteria to develop the Project Priorities, please note that the TPO is not required to set Priorities according to the established criteria. The TPO has final authority to prioritize all projects as they see fit.**

## **CAPACITY PROJECT EVALUATION CRITERIA**

### **Project Status (weight 15)**

- Project Scheduled for Construction in the Five Year Work Program /Capital Improvement Program or Project Scheduled for Right-of-Way or Design in First three years of Work Program  
**(Committed Project in Long Range Plan not subject priority ranking)**
- Right-of-Way scheduled in 4<sup>th</sup> or 5<sup>th</sup> year of Work Program 3 points
- Final Design scheduled in 4<sup>th</sup> or 5<sup>th</sup> year of Year Work Program 2 points
- Project Development and Environmental Study (PD&E), Completed, underway, or scheduled in the 5 Year Work Program 1 point
- No Project Phases scheduled 0 points

Source: DOT Five Year Work Program and Local Government Capital Improvement Program

Related Objectives: C.2 and E.1

---

### **Level of Service**

#### **A. Existing Level of Service based on TPO's Congestion Management System (weight 15)**

- Level of Service E or F 3 points
- Level of Service D 2 points
- Level of Service C 1 point
- Level of Service A or B 0 points

#### **B. Future Level of Service in 2035 for all project in the Needs Assessment (weight 10)**

- Level of Service A, B, or C 3 points
- Level of Service D 2 points
- Level of Service E 1 point
- Level of Service F 0 points

Source: Florida-Alabama TPO and PBS&J

Related Objectives:A.8, C.4 and E.1

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### **Hurricane Evacuation (weight 10)**

- Hurricane Evacuation Route 3 points
- Not an Hurricane Evacuation Route 0 points

Source: Northwest Florida Hurricane Evacuation Restudy

Related Objectives: G.4 and G.5

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### **Total Project Cost (weight 10)**

- Less than \$15,000,000 3 points
- \$15,000,000 to Less than \$30,000,000 2 points
- \$30,000,000 to Less than \$60,000,000 1 point
- \$60,000,000 or Greater 0 points

Source: DOT Project Cost Estimates

Related Objective s: C.7

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**Project Cost Sharing (Weight 10)**

- 50% or more of project cost is included in local government funded Five Year Capital Improvements Program 3 points
- 25% to less than 50% of project cost is included in local government funded Five Year Capital Improvements Program 2 points
- 15% to less than 25% of project cost is included in local government funded Five Year Capital Improvements Program 1 point
- 0 to less than 15% of project cost is included in local government funded Five Year Capital Improvements Program 0 points

Source: Local Governments Capital Improvement Program.

Related Objectives: C.6

**Project Environmental/Social Impacts (Weight 10)**

- Project has gone through Project Development and Environmental Study and/or Efficient Transportation Decision Making review, which includes social and community impacts, and has no impacts or impacts are addressed 3 points
- Project has moderate impacts 2 points
- Project has substantial impacts 1 points
- Project has impacts of potential dispute 0 points

Source: Efficient Transportation Decision Making Process.

Related Objectives: D.4, D.6

**Economic Development and Freight Movement (Weight 10)**

- Project provides a direct connection to long term employment center (airports, industrial parks, tourist centers, military installations, and major economic activity centers identified in the Regional Freight Network Plan) 3 points
- Project provides regional connection to facilitate freight movement (Strategic Intermodal System, Regional Significant Facilities, and “Highways of Commerce” identified in the Regional Freight Network Plan) 2 points
- Project provides a connector to employment or freight routes listed above 1 point
- Project does not directly Facilitate Economic Development or Freight Movement 0 points

Source: SIS and Northwest Florida Regional TPO

Related Objectives: A.2, A.4, A.5, A.8, A.10, E.5, E.6, E.7, F.4, F.7, and F.8

**Defense Access Route or Regionally Significant Facility that Crosses County and/or State Boundary (Weight 10)**

- Project on Defense Access Route or Regionally Significant Facility 3 points
- Project not on Defense Access Route or Regionally Significant Facility 0 points

Source: DOT, Strategic Highway Network (STRAHNET), and Northwest Florida Regional TPO

Related Objectives: A.6., A.7, A.10, D.8, and E.7

**Notes:** (a) The maximum points a project can have in any one category is 3.

(b) The maximum total points a project can receive is **300** points:

<b>Project Status</b>	3*15 =45
<b>Level of Service (Existing CMP)</b>	3*15 =45
<b>Level of Service (2035 Needs Assessment)</b>	3*10 =30
<b>Hurricane Evacuation</b>	3*10 =30
<b>Project Cost</b>	3*10 =30
<b>Project Cost Sharing</b>	3*10 =30
<b>Environmental/Social Impacts</b>	3*10 =30
<b>Economic Development and Freight Movement</b>	3*10 =30
<b>Defense Access Route</b>	3*10 =30
<b>Maximum Total Points</b>	<b>300</b>

(c) The Florida-Alabama TPO has final authority to select the projects for inclusion in the Cost Feasible Plan and to rank them in the Project Priorities.

**TRANSPORATION SYSTEMS MANAGEMENT (TSM)  
PRIORITY SELECTION CRITERIA**

(\*AADT = Annual Average Daily Traffic)

<u>CRITERIA</u>	<u>SCORE</u>
<b>A. Level of Service (LOS) Issue Addressed</b>	
Current Deficiency	5 POINTS
2009 Deficiency	3 POINTS
2014 Deficiency	1 POINT
Not Deficient	0 POINTS
<b>B. Regionally Significant Roadway</b>	
Yes	2 POINTS
No	1 POINT
<b>C. Crash Rate</b>	
Safety Ratio Greater than 2.00	3 POINTS
Safety Ratio from 1.00 to 2.00	2 POINTS
Safety Ratio less than 1.00	1 POINT
<b>D. Has an Existing TPO Priority</b>	
Yes	2 POINTS
No	1 POINT
<b>E. Local Project Support</b>	
High	5 POINTS
Medium	4 POINTS
Low	3 POINTS
<b>F. Significant Freight Corridor</b>	
Designated NHS Intermodal Connector or Truck Traffic more than 10% AADT*	3 POINTS
Truck Traffic 8-10% AADT	2 POINTS
Truck Traffic 5-7.99%	1 POINT

## TRANSPORTATION ENHANCEMENT PROJECTS PRIORITY SELECTION CRITERIA AND SCORES

<u>CRITERIA</u>	<u>SCORE</u>
<p><b>1. Enhances public safety</b></p> <ul style="list-style-type: none"> <li>• Ten (10) points should be given to any on-road bicycle project (paved shoulders, designated bike lane) or sidewalk project that creates a safer travel situation for the bicyclist, the walker, and/or the motorist. Off-road facilities such as trails may also qualify, but only if they can feasibly be used as an alternative to a highway in order to reach a destination/ attractor. Mitigation, historic preservation, highway beautification projects, etc. would not normally qualify for these points.</li> </ul>	10 POINTS
<p><b>2. Enhances public safety within a two mile radius of a school</b></p> <ul style="list-style-type: none"> <li>• Fifteen (15) points should be assigned to any project providing a safer connection to a school within a two mile radius. After all projects have been ranked, this criterion can serve as a possible tie-breaker for any projects with the same score. One (1) extra point can be given to a project if it falls within a one mile radius of a school. Another point (1) may be given to projects serving an elementary school.</li> </ul>	15 POINTS
<p><b>3. Links existing transportation corridors</b></p> <ul style="list-style-type: none"> <li>• Ten (10) points should be given to a project if it connects to non-motorized facilities which already exist, thus completing a network.</li> </ul>	10 POINTS
<p><b>4. Provides mobility by non-motorized transportation to destinations and attractions</b></p> <ul style="list-style-type: none"> <li>• Eight (8) points should be given to any project that provides user access to any of the following: shopping centers, libraries, government offices, hospitals, tourist attractions, recreation areas, and parks. Only projects providing access to destinations more likely to be accessed by cyclists and pedestrians will receive these points.</li> </ul>	8 POINTS

## TRANSPORTATION ENHANCEMENT PROJECTS PRIORITY SELECTION CRITERIA AND SCORES

<u>CRITERIA</u>	<u>SCORE</u>
<p><b>5. Supports non-motorized transportation</b></p> <ul style="list-style-type: none"> <li>Assign three (3) points to a project if it serves a bicyclist, three (3) points if it serves a walker, and three (3) points if it connects to a transit stop [ex: a sidewalk leading to a bus stop would get six (6) points].</li> </ul>	3 POINTS FOR EACH MODE SERVED
<p><b>6. Deals with roadside or median beautification or removal of billboards</b></p> <ul style="list-style-type: none"> <li>Assign six (6) points to any project in which the applicant is applying for funds for any of these purposes.</li> </ul>	6 POINTS
<p><b>7. Promotes historic preservation or rehabilitation of historic transportation facilities, or acquisition of scenic easements</b></p> <ul style="list-style-type: none"> <li>Assign five (5) points to any project in which the applicant is applying for funds for any of these purposes. It is possible that a trail project may be part of historic preservation.</li> </ul>	5 POINTS
<p><b>8. Mitigates transportation impacts to the environment</b></p> <ul style="list-style-type: none"> <li>Assign eight (8) points to any project that minimizes environmental impacts, such as drainage outfall projects.</li> </ul>	8 POINTS
<p><b>9. Provides greenway to maintain wildlife habitat connectivity</b></p> <ul style="list-style-type: none"> <li>Assign five (5) points to any project in which the applicant is applying funds for these purposes.</li> </ul>	5 POINTS
<p><b>10. Has an existing TPO priority ranking</b></p> <ul style="list-style-type: none"> <li>One (1) point should be assigned for each year that a project has been on the TPO Enhancement Program list. There is no cap to the number of points a project can receive for this criterion.</li> </ul>	1 POINT FOR EACH YEAR ON LIST
<p><b>11. Provides for safety and education activities for pedestrians and bicyclists</b></p> <ul style="list-style-type: none"> <li>Assign eight (8) points to any project which includes any type of education/safety training for children, such as the production of educational material, bicycle facility maps, etc.</li> </ul>	8 POINTS

## TRANSPORTATION ENHANCEMENT PROJECTS PRIORITY SELECTION CRITERIA AND SCORES

<u>CRITERIA</u>	<u>SCORE</u>
<b>12. Has documented support from the general public and other organizations</b>	16 POINTS
<ul style="list-style-type: none"><li>• Staff will provide this information. Documented support is in the form of resolutions, letters, petitions, and/or minutes of public record. Support for projects by a large percentage of persons/businesses affected by the project will receive higher points. Eight (8) of these points will be given if a conceptual design presentation has been presented to the public and included with the application or resubmittal.</li></ul>	

NOTE: Each Transportation Enhancement Project must have a local government applicant/sponsor. The local government must support the project and sign a maintenance agreement in order for the project to be constructed. Scores are calculated to determine each project's total score. The project with the highest total score is ranked number one, the second highest score number two, and so on. In the case of a tie score, the TPO decides which project should be ranked higher.

**TABLE 1: FY13-17 COMMITTED PROJECTS NOT SUBJECT TO PRIORITY RANKING**

Construction funded in the five-year Work Program

<b>PROJECT NAME</b>	<b>FROM</b>	<b>TO</b>	<b>YEAR FUNDED</b>	<b>IMPROVEMENT</b>
I-10	Davis Highway	Scenic Highway	2014/15	6 lanes
Avalon Boulevard	Commerce Rd	SR10/US90	Underway	4 lanes
Avalon Boulevard	N. Of CSX Railroad Bridge	S. of Commerce Rd	Underway	4 lanes
Avalon Boulevard	S. of Moor's Lodge	N. of CSX Railroad	Underway	4 lanes
Avalon Boulevard	I-10	S. of Moor's Lodge	Underway	4 lanes
SR87	N. of Five Forks Rd	Eglin AFB Boundary	Underway	4 lanes

**TABLE 2: FY13-17 NON-STRATEGIC INTERMODAL SYSTEM (NON-SIS) PROJECT PRIORITIES**

RANKING	PROJECT NAME	FROM	TO	PHASE	LRTP YEAR FUNDED	EVALUATION CRITERIA RANKING	IMPROVEMENT
1	Corridor Management Plan/Studies (Appendix G)	\$130,000 Annually					
2	Corridor Management Projects (Appendix G)	\$1,500,000 Annually					
3	Public Transportation Capital Improvements (Appendix E) <sup>6</sup>	\$300,000 Annually					
4	Bicycle/Pedestrian Projects (Appendix B)	\$350,000 Annually					
5	Traffic Signal Coordination (Appendix C)	\$300,000 Annually					
6	ITS Master Plan Projects (Appendix F)	<sup>1</sup> \$2,800,000 Annually					
7	Nine Mile Road	Pineforest Road	US 29	ROW	2016-2020	<sup>2</sup> Committed	4 lanes
8	Nine Mile Road	Pineforest Road	US 29	CON.	2016-2020	<sup>2</sup> Committed	4 lanes
9	Burgess Road	US 29	I-110 Overpass	ROW	2021-2025	<sup>2</sup> Committed	4 lanes
10	Burgess Road	US 29	I-110 Overpass	CON.	2026-2030	<sup>2</sup> Committed	4 lanes
11	<sup>4</sup> Pinestead-Longleaf	Pineforest Road	US 29	ROW <sup>7</sup>	2021-2025 2031-2035	<sup>2</sup> Committed	4 lanes
12	SR 87 North	CR 87A (Langley St.)	TPO Urban Boundary	DESIGN	2031-2035	17	4 lanes
13	US 90	Airport Road	SR 87 South	PD&E	2026-2030	13	4 lanes
14	<sup>3</sup> US 98	Bayshore Drive	Portside Drive	ROW	2021-2025 2031-2035	<sup>2</sup> Committed	6 lanes
15	<sup>3</sup> US 90	Avalon Boulevard	Stewart Street	ROW	2021-2025 2031-2035	<sup>2</sup> Committed	6 lanes
16	<sup>3</sup> US 90	Avalon Boulevard	Stewart Street	CON.	2031-2035	<sup>2</sup> Committed	6 lanes
17	Nine Mile Road	I-10	Pine Forest Road	DESIGN	2016-2020	<sup>2</sup> Committed	4 lanes
18	Nine Mile Road	I-10	Pine Forest Road	ROW	2016-2020 2031-2035	<sup>2</sup> Committed	4 lanes
19	Gulf Beach Highway	Fairfield	Navy Boulevard	DESIGN	2021-2025	3	4 lanes
20	Gulf Beach Highway	Blue Angel Parkway	Fairfield Drive	DESIGN	2021-2025	10	4 lanes
21	Sorrento Road	S. end ICWW Bridge	N. end ICWW Bridge	DESIGN	2026-2030	13	4 lanes
22	Sorrento Road	N. end of ICWW Bridge	Blue Angel Parkway	DESIGN	2031-2035	13	4 lanes
23	SR 87 Connector	SR 87 South	SR 87 North	DESIGN	2016-2020	17	4 lanes
24	Main Street	A Street	Baylen Street	DESIGN	2021-2025	30	3 lanes
25	Main Street	A Street	Baylen Street	ROW	2026-2030	30	3 lanes
26	Main Street	Barrancas	A Street	PD&E	2016-2020	35	3 lanes

RANKING	PROJECT NAME	FROM	TO	PHASE	LRTP YEAR FUNDED	EVALUATION CRITERIA RANKING	IMPROVEMENT
27	Main Street	Barrancas	A Street	DESIGN	2021-2025	35	3 lanes
28	Main Street	Barrancas	A Street	ROW	2021-2025	35	3 lanes
29	Main Street	Barrancas	A Street	CON.	2026-2030	35	3 lanes
30	<sup>5</sup> US 90	SR 87 South	S.A. Jones Road	PD&E	2026-2030	N/A	4 lanes
31	Express Bus Service and Maintenance	Pensacola	Navarre		2021-2025	N/A	Bus Route

<sup>1</sup>Amount will be reconsidered once ITS Implementation Plan is completed

<sup>2</sup>Committed means Design or ROW complete or funded in the first three years of the work program

<sup>3</sup>Previously Other Capacity Project.

<sup>4</sup>Previously Alternative Revenue Funded Project Priority.

<sup>5</sup>Limits expanded at Cost Feasible Plan Advisory Committee Workshop (9/30/10). As a result, this project was not part of the Evaluation Criteria rankings which was completed prior to 9/30/10.

<sup>6</sup>Public Transportation funds are for the urbanized areas of Escambia and Santa Rosa Counties

<sup>7</sup>Escambia County has indicated they are funding ROW, the next phase to be funded after that is CST

**TABLE 3: FY13-17 STRATEGIC INTERMODAL SYSTEM (SIS) PROJECT PRIORITIES**

<b>RANKING</b>	<b>PROJECT NAME</b>	<b>FROM</b>	<b>TO</b>	<b>PHASE</b>	<b>LRTP YEAR FUNDED</b>	<b>IMPROVEMENT</b>
1	US 29	I-10	9 1/2 Mile Road	CON.	2026-2030	6 lanes
2	I-10	Escambia Bay Bridge	Avalon Boulevard	ROW	2021-2025	6 lanes
3	I-10	Escambia Bay Bridge	Avalon Boulevard	CON.	2021-2025	6 lanes

Source: FL-AL Resolution 06-14 Adopted June 2006

**TABLE 4:**

**FY13-17 ALTERNATIVE OR LOCAL FUNDED PROJECTS NOT SUBJECT TO PRIORITY RANKING**

<b>PROJECT NAME</b>	<b>FROM</b>	<b>TO</b>	<b>PHASE</b>	<b>LRTP YEAR FUNDED</b>
Berryhill Road	Five Points	West Spencer Field Road	N/A	N/A
Woodbine Road	US 90	<sup>1</sup> Five Points Intersection	N/A	N/A
East Spencer Field Road	US 90	South Spencer Field Road	N/A	N/A
Bell Lane	Sterling Way	US 90	N/A	N/A
Sterling Way	Bell Lane	Avalon Boulevard	N/A	N/A
SR 292 Perdido Key Drive	Alabama State Line	South End of ICWW Bridge	N/A	N/A

<sup>1</sup>Includes intersection improvement

**FY13-17 POTENTIAL TOLL PROJECT PRIORITIES**

<b>PROJECT NAME</b>	<b>FROM</b>	<b>TO</b>	<b>EVALUATION CRITERIA RANKING</b>	<b>RANKING</b>
New Pensacola Bay Crossing	Pensacola	Gulf Breeze	30	1
Eglin AFB/Hurlburt Field Bypass			39	2

# TRANSPORTATION SYSTEMS MANAGEMENT (TSM)

## TABLE 5: COMMITTED TSM PROJECTS

(Funded for Construction within first 3 years of the Work Program)

CONSTRUCTION SCHEDULED	Project Description/Limits	IMPROVEMENT
FY 2012/2013 4256051	SR10A/US90 Scenic Hwy @ Blithewood Dr intersection	Add NB left turn lane w/100 ft of storage
FY2013/2014 4276481	SR296 Beverly Pkwy @ W St Intersection	Construct Eastbound right turn lane with 125 ft of storage
Completed July 2011	SR 289 9 <sup>th</sup> Avenue @ SR742 Creighton Road	Exclusive Southbound right turn lane with 625 ft of storage

## TABLE 6: FY13-17 TSM PROJECT PRIORITIES

TPO PRIORITY	MAJOR STREET	MINOR STREET	DESCRIPTION	Estimated Cost
1	SR 289 9TH Avenue	SR 742 Creighton Road	Dual Northbound left turn lane with 360 ft of storage	\$395,000 for CST \$3,111,770 for ROW
2	SR 289 9TH Avenue	SR 742 Creighton Road	Dual Eastbound left turn lane with 495 ft of storage	\$335,000 for CST \$903,063 for ROW
3*	SR 727 Fairfield Drive	SR 10A Mobile Hwy	Extend Northbound left turn lane to 350ft	Unknown
4	SR 727 Fairfield Drive	SR 10A Mobile Hwy	Extend Southbound right turn lane to 500ft	\$355,000 for CST \$3,071,963 for ROW
5	SR 727 Fairfield Drive	SR 10A Mobile Hwy	Construct Eastbound right turn lane with 200ft of storage	\$292,000 for CST \$5,179,259 for ROW
6	SR 10A Scenic Hwy	Baywoods	Construct Northbound left turn lane with 100 feet of storage	\$808,000 for CST \$1,309,600 for ROW
7 (4298651 - CST in 14/15)	SR 87	CR 191 Munson Hwy	Construct a Northbound right turn lane with 150 ft of storage	\$701,991 (Total in Work Program)
8	SR 10A Mobile Hwy	Woodside Drive	Construct a Westbound left turn lane with 150 feet of storage	\$346,000 for CST \$938,800 for ROW
9	SR 296 Bayou Blvd	12th Avenue	Construct Eastbound right turn lane with 600ft of storage	\$975,000 for CST \$34,701 for ROW
10	SR 296 Bayou Blvd	12th Avenue	Construct Westbound right turn lane with 600ft of storage	\$225,000 for CST \$3,001,545 for ROW
11	SR 296 Bayou Blvd	12th Avenue	Construct Eastbound left turn lane with 325 ft of storage	\$660,000 for CST \$63,569 for ROW
12	SR 95/US 29	SR 742 Burgess Road	Construct a Westbound left turn lane with 425ft of storage and	\$330,000 for CST \$1,371,100 for ROW
			Westbound right turn lane with 200ft of storage	\$237,000 for CST \$1,371,100 for ROW
13	SR 742 Creighton Road	Hilltop Road	Construct a Westbound left turn lane with 100 ft of storage	\$260,000 for CST ROW costs unknown
14	SR 727 Fairfield Drive	65 <sup>th</sup> St	Construct Eastbound right turn lane with 100 ft of storage	\$240,000 for CST \$129,700 for ROW
15	SR 292 Pace Blvd	Blount Street	Construct Northbound right turn lane with 100 ft of storage	Unknown
16	SR 292 Sorrento Road	CR292A Gulf Beach Hwy	Construct Eastbound right turn lane with 150 ft of storage	Unknown

\*Will be completed through local Maintenance Funds per email from Dawne McKee (7/14/2011)

## ENHANCEMENT PROJECTS

**TABLE 7:  
COMMITTED ENHANCEMENT PROJECTS**

(Not Subject to Ranking)

Project #	Project Name	From	To	Description
4206231	FL SR No. 1 Restoration Bike / Pedestrian Path	Canal leading to Marquis Basin	Approx. 3 mi west of Harold	Bike lane / sidewalks enhancement project East of Milton
4280991	Benny Russell Park Sidewalks	See description		Construct the following: (1) Sidewalks on the west side of West Spencer Field Rd, from Norris Rd to South Spencer Field Rd (2) Construct sidewalks all the way around NAS Spencer Outlying Field on the field side of the road

**TABLE 8:  
FY13-17 ENHANCEMENT PROJECT PRIORITIES**

Priority	Project Name	From	To	Description
1	Tiger Point Soundside Connection (two part project)	See Description		1) Shared Use Path: 10-foot wide concrete shared use path on the south side of US 98 for 4,200 feet from Tiger Point Blvd to Central Parkway 2) Sidewalk: A 5-foot sidewalk 2,200 feet in length on Tiger Point Blvd East from US98 to pass-through opposite Madura to County Park.
2	Bagdad Heritage Trail	Southern terminus of Blackwater Heritage Trail	Old Bagdad Hwy	Design of 4,280' multi-use path and crossing over Pond Creek
3	Michigan Avenue/ Saufley Field Rd Sidewalks	Denver Avenue	NAS Saufley Field	Project will provide a complete pedestrian facility, 5-foot sidewalks on both sides, by connecting existing sidewalks within the corridor. Distance is approximately 1.87 miles.
4	King Middle School Sidewalk Connection	See Description		Project is located between SR87 (Stewart St) and SR89 (Dogwood Dr) with 5,945 feet of sidewalk installation. On the east side of Byrom St, north of Magnolia St, 2,640 feet of sidewalk will connect Magnolia St and Rosasco St. The 505 foot, north side of the King St sidewalk will connect SR87 (Stewart St) to Byrom St. Rosasco St is a <u>connector</u> between SR87 (Stewart St) and SR89 (Dogwood Dr). A 2,800 foot sidewalk will be located on the north side of Rosasco St.
5	Henry Street Sidewalk	Main St/Old Bagdad Hwy	Historic Milton Train Depot	Sidewalk: 4,400 feet of sidewalk on the west side of Henry St (CR191) and pedestrian crossings on bridges over creeks.
6	Hamilton Bridge Rd Sidewalk	East Spencer Field Rd	Jim Dandy Lane (the eastern entrance to Crystal Creek subdivision)	Sidewalk: 5,500 feet of sidewalk on the south side of Hamilton Bridge Rd.

**Table 9: FY13-17 Escambia County Area Transit, Santa Rosa Transit, and Transportation Disadvantaged**

Work Program #	Project Description	Funding Source	%	Proposed 2013	Proposed 2014	Proposed 2015	Proposed 2016	Proposed 2017
	TD Escambia Trip & Equipment	State	90	517,784	517,784	517,784	517,784	517,784
	TD Santa Rosa Trip & Equipment	State	90	303,980	303,980	303,980	303,980	303,980
	TD Escambia Planning	State	100	23,387	23,387	213,387	23,387	23,387
	TD Santa Rosa Planning	State	100	19,968	19,968	19,968	19,968	19,968
4222571	Block Grant (Operating Assistance)	State	50	730,212	774,933	776,690	783,721	801,298
4222591	Urban Corridor Program davis Highway Service	State	100	350,000	400,000	400,000	400,000	420,000
4217331	Preventative Maintenance (Enhancement STP/Flex)	FTA	80	125,000	125,000	300,000	300,000	300,000
4222581	Capital projects Section 5307	FTA	80	3,200,000	3,200,000	3,200,000	3,200,000	3,200,000
4213681	Section 5311 Non-Urbanized Area Transportation	State	50	142,000	142,000	142,000	142,000	142,000
4202762	Section 5309 Purchase of Buses and Revenue Support Vehicles	FTA	80	1,344,000	1,344,000	1,344,000	1,344,000	1,344,000
4302871	Service Development (NAS - Downtown - Beach)	State	50	1,498,333	1,498,333	1,504,333		
	FTA 5316 JARC Administration	FTA	100	22,787	22,787	22,787	22,787	22,787
	FTA 5316 JARC Capital	FTA	80	100,000	100,000	100,000	100,000	100,000
	FTA 5316 JARC Operating	FTA	50	105,082	105,082	105,082	105,082	105,082
	FTA 5317 New Freedom Administration	FTA	100	12,783	12,783	12,783	12,783	12,783
	FTA 5317 New Freedom Capital	FTA	80	81,000	81,000	81,000	81,000	81,000
	FTA 5317 New Freedom Operating	FTA	50	34,047	34,047	34,047	34,047	34,047

# AVIATION PROJECTS

## TABLE 10: PENSACOLA REGIONAL AIRPORT PROJECT PRIORITIES FY 2013-2017

2012 (Carry-over from FY 11-15 Priorities)						
Priority	FM Item	Description	Local CIP/PFC/other	FDOT	FAA/Federal	Total
1	420300	Acquire Land - Air Commerce Park Phase 1	\$ 134,562	\$ 403,687		\$ 538,249
2	4160501	Parking Garage Expansion**	\$ 35,000,000			\$35,000,000
3	4296091	Construct public surface parking lot	\$ 1,800,000	\$ 950,000		\$ 2,750,000
4	TBA	Acquisition of Army Reserve Center	\$ 3,400,000			\$ 3,400,000
5	4096941	Apron Joint Seal Replacement and line removal	\$ 45,000		\$ 855,000	\$ 900,000
6	4159441	Terminal Roadway Improvements Phase II	\$ 110,000		\$ 2,090,000	\$ 2,200,000
7	TBA	Relocate Fuel Farm Phase 1	\$ 20,000		\$ 380,000	\$ 400,000
8	TBA	Area-wide Wayfinding signage	\$ 400,000			\$ 400,000

2013						
Priority	FM Item	Description	Local CIP/PFC/other	FDOT	FAA/Federal	Total
1	420300	Acquire Land - Air Commerce Park Phase 1	\$ 333,333	\$1,000,000		\$ 1,333,333
2	TBA	Covered Walkway and Parking Garage Rehabilitation	\$ 2,200,000			\$ 2,200,000
3	TBA	Relocate Fuel Farm _Phase 2	\$ 45,000		\$ 855,000	\$ 900,000
4	TBA	Design Retention Pit Improvements	\$ 45,000		\$ 855,000	\$ 900,000
5	TBA	Pave Interior Perimeter Road	\$ 24,500		\$ 465,500	\$ 490,000
6	TBA	Environmental Assessment for ILS at R/W 35	\$ 12,500		\$ 237,500	\$ 250,000
7	4074361	Airfield Pavement and lighting Rehab - design	\$ 7,500		\$ 142,500	\$ 150,000
8	4096941	Expand GA Apron - Design	\$ 17,550		\$ 333,450	\$ 351,000
9	TBA	Install Pedestrian Sidewalk/Bike Path	\$ 300,000	\$ 300,000		\$ 600,000
10	TBA	Additional GA Ramp - Design	\$ 20,000		\$ 380,000	\$ 400,000
11	TBA	Masterplan Update	\$ 60,000		\$ 1,140,000	\$ 1,200,000

2014						
Priority	FM Item	Description	Local CIP/PFC/other	FDOT	FAA/Federal	Total
1	420300	Acquire Land - Air Commerce Park Phase 1	\$ 333,333	\$1,000,000		\$ 1,333,333
2	4054901	Construct Hold pads	\$ 60,500		\$ 1,149,500	\$ 1,210,000
3	TBA	Replace Perimeter Fence	\$ 45,000		\$ 855,000	\$ 900,000
4	TBA	Remove old TRACON Building	\$ 50,000		\$ 950,000	\$ 1,000,000
5	TBA	Purchase replacement ARFF vehicle	\$ 35,000		\$ 665,000	\$ 700,000

2015						
Priority	FM Item	Description	Local CIP/PFC/other	FDOT	FAA/Federal	Total
1	TBA	Acquire Land Commerce Park - Phase 2	\$ 166,667	\$ 500,000		\$ 666,667
2	4054931	EA/EIS for GA R/W 17L/35R	\$ 11,450		\$ 217,550	\$ 229,000
3	TBA	Additional GA Ramp Construction	\$ 150,000		\$ 2,850,000	\$ 3,000,000
4	TBA	Strengthen SW Ramp - Design	\$ 10,000		\$ 190,000	\$ 200,000
5	TBA	Purchase Replacement ARFF Vehicle	\$ 35,000		\$ 665,000	\$ 700,000

2016						
Priority	FM Item	Description	Local CIP/PFC/other	FDOT	FAA/Federal	Total
1	TBA	Acquire Land - Commerce Park - Phase 2	\$ 307,297	\$ 921,890		\$ 1,229,187
2	TBA	Strengthen Cargo Ramp	\$ 45,000		\$ 855,000	\$ 900,000
3	TBA	Design/Build Connecting Taxiways to additional T-Hangers	\$ 47,750		\$ 907,250	\$ 955,000
4	TBA	Strengthen SW Ramp Construction	\$ 65,000		\$ 1,235,000	\$ 1,300,000
5	TBA	Design GA Ramp Expansion	\$ 30,000		\$ 570,000	\$ 600,000

**2017**

<b>Priority</b>	<b>FM Item</b>	<b>Description</b>	<b>Local CIP/PFC/other</b>	<b>FDOT</b>	<b>FAA/Federal</b>	<b>Total</b>
1	TBA	Acquire Land - Commerce Park - Phase 2	\$ 500,000	\$1,500,000		\$ 2,000,000
2	TBA	Relocate Helicopter Operations	\$ 85,000		\$ 1,615,000	\$ 1,700,000
3	TBA	Additional GA Ramp Construction Phase 1	\$ 65,000		\$ 1,235,000	\$ 1,300,000
4	TBA	Design Air Cargo Facility Phase 1	\$ 400,000			\$ 400,000
5	4119081	EA - R/W 17/35 Extension & ILS	\$ 20,000		\$ 380,000	\$ 400,000
6	TBA	Terminal Building Apron Expansion	\$ 75,000	\$ 75,000	\$ 2,850,000	\$ 3,000,000
7	TBA	Purchase Replacement ARFF Vehicle	\$ 36,150	\$ 36,150	\$ 686,850	\$ 759,150
8	4096971	Design/Construct Taxiway to the SouthWest	\$ 17,550		\$ 333,450	\$ 351,000
9	TBA	Extend Taxiway to additional hangars	\$ 50,000		\$ 950,000	\$ 1,000,000
10	4119101	Design Air Cargo Facility - Utilities/Buildings/Apron Phase 3	\$ 52,500		\$ 997,500	\$ 1,050,000
11	4181921	ILS/GPS Approach Runway 17/35 extension	\$ 50,000		\$ 950,000	\$ 1,000,000
12	TBA	Construct Air Cargo Facility - Drainage Improvements Phase 1	\$ 10,626		\$ 201,875	\$ 212,501
13	TBA	Airfield Pavement & Lighting Rehab - Construction Phase 1	\$ 17,500		\$ 332,500	\$ 350,000
14	4119111	Design Air Cargo Facility Drainage Improvements Phase 1	\$ 1,876		\$ 35,625	\$ 37,501
15	TBA	Design Air Cargo Facility - Utilities/Buildings/Apron Phase 1	\$ 52,500		\$ 997,500	\$ 1,050,000
16	4074311	Extend Runway 17/35 & ILS Design	\$ 37,000		\$ 703,000	\$ 740,000
17	TBA	Terminal Building Expansion - Feasibility Study	\$ 12,500	\$ 12,500	\$ 475,000	\$ 500,000

## AVIATION PROJECTS

**TABLE 11:  
PETER PRINCE FIELD PROJECT PRIORITIES  
FY 2013-2017**

### 2013

Priority	FM Item	Description	Local	FDOT	FAA	Total
<b>1</b>	<b>417761</b>	<b>Construct/Expand/ Remove/Modify/ Relocate T-Hangars</b>	56,000	224,000		<b>280,000</b>
<b>2</b>	<b>TBA</b>	<b>Rehabilitate Runway</b>	38,562	38,562	1,465,376	<b>1,542,500</b>
<b>3</b>	<b>TBA</b>	<b>Construct/Expand/ Remove/Modify/ Relocate T-Hangars</b>	120,000	480,000		<b>600,000</b>

### 2014

Priority	FM Item	Description	Local	FDOT	FAA	Total
<b>1</b>	<b>TBA</b>	<b>Rehabilitate Runway</b>	38,562	38,562	1,465,376	<b>1,542,500</b>

### 2015

Priority	FM Item	Description	Local	FDOT	FAA	Total
<b>1</b>	<b>TBA</b>	<b>Construct Taxiway (Standards)</b>	4,031	4,031	153,188	<b>161,250</b>

### 2016

Priority	FM Item	Description	Local	FDOT	FAA	Total
<b>1</b>	<b>TBA</b>	<b>Construct Taxiway (Standards)</b>	7,100	7,100	269,800	<b>284,000</b>

### 2017

Priority	FM Item	Description	Local	FDOT	FAA	Total
<b>1</b>	<b>TBA</b>	<b>Construct/Expand Remove/Modify/ Relocate T-Hangars</b>	120,000	480,000		<b>600,000</b>

# SEAPORT PROJECTS

**TABLE 12: PORT OF PENSACOLA PROJECT PRIORITIES  
FY 2013-2017**

<b>Project</b>	<b>2013</b>	Share	<b>2014</b>	Share	<b>2015</b>	Share	<b>2016</b>	Share	<b>2017</b>	Share		Project	Share
<b>1. America's Marine Highways Terminal Development</b> TO BE SUBMITTED FOR FSTED PROJECT FUNDING IN APPROPRIATE CYCLES	3,000,000 (1) (2)	1,500,000 (4) (5)										4,500,000	1,500,000
<b>3. Berth 6 Rehabilitation</b> TO BE SUBMITTED FOR FSTED PROJECT FUNDING IN APPROPRIATE CYCLES	1,950,000 (1)	650,000 (4)										2,600,000	650,000
<b>4. Berth 6 Fender System Replacement</b> TO BE SUBMITTED FOR FSTED PROJECT FUNDING IN APPROPRIATE CYCLES			1,200,000 (1)	600,000 TBD								1,800,000	600,000
<b>5. Terminal Improvements</b>					1,000,000 TBD	500,000 TBD	1,000,000 TBD	500,000 TBD	500,000 TBD	250,000 TBD		3,750,000	1,250,000
<b>Totals</b>	<b>4,950,000</b>	<b>2,150,000</b>	<b>1,200,000</b>	<b>600,000</b>	<b>1,000,000</b>	<b>500,000</b>	<b>1,000,000</b>	<b>500,000</b>	<b>500,000</b>	<b>250,000</b>		<b>12,650,000</b>	<b>4,000,000</b>

Notes:

(1) Florida Seaport Transportation Economic Development Council (FSTED) - Project Pending Approval

(2) USDOT - Maritime Administration Project Funding - Pending Application and Approval

(4) Port Funds

(5) Private Investment

## Appendix A

### Northwest Florida Regional Transportation Planning Organization (RTPO) TRIP Priorities

The RTPO identifies Transportation Regional Incentive Program (TRIP) Project Priorities for the Florida-Alabama TPO Okaloosa-Walton TPOs. The RTPO will adopt the TRIP Priorities at their June meeting; once the list is adopted it will be added to this document.



Gene Valentino  
Chairman

Beverly Zimmern  
Vice Chairman

P.O. Box 11399 • 32524-1399 Pensacola, FL • Street Address: 4081 E. Olive Road, Suite A, 32514  
P: 850.332.7976 • 1.800.226.8914 • F: 850.637.1923 • www.wfrpc.org

June 20, 2011

Secretary Tommy Barfield  
Florida Department of Transportation, District Three  
P. O. Box 607  
Chipley, FL 32428

**RE: FY2012 Transportation Regional Incentive Program (TRIP) Project Priorities**

Dear Secretary Barfield,

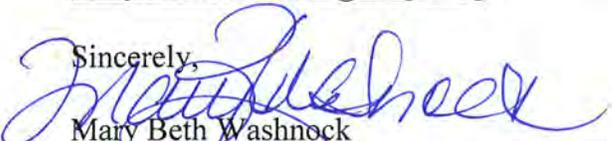
The Northwest Florida Regional Transportation Planning Organization (RTPO) is a partnership between the Florida-Alabama TPO and the Okaloosa-Walton TPO, thereby making it eligible for TRIP funding.

On June 15, 2011, the RTPO met to consider priorities for FY2012 TRIP applications that have been forwarded to the Department. The RTPO unanimously approved by adoption of Resolution NWFL 11-02 (attached) the following TRIP projects for submittal to the Department:

<u>PROJECT</u>	<u>PROJECT APPLICANT</u>
Pinestead-Longleaf Corridor	Escambia County
Destin Connector, Beach Drive to Benning Drive	City of Destin

The RTPO specifically wanted FDOT to note that while the applicants had ranked themselves on the provided ranking sheets from the RTPO staff, the RTPO did not feel it necessary to prioritize the projects. It is the hope of the RTPO that there will be adequate funding for both submitted projects.

The RTPO appreciates the opportunity to submit TRIP applications. If you have any questions regarding the applications, please feel free to contact me at (800) 226-8914 x228, or [Marybeth.washnock@wfrpc.org](mailto:Marybeth.washnock@wfrpc.org).

Sincerely,  
  
Mary Beth Washnock  
RTPO Coordinator

Copy: Jason Alderman, FDOT  
Alicia Woodham, FDOT  
Jim DeVries, FDOT



"...a regional partnership serving Escambia, Santa Rosa, Okaloosa, and Walton Counties..."

## Appendix B

### Bicycle/Pedestrian Project Priorities

FY13-17 Bicycle & Pedestrian Priorities

Priority	Road Name	From	To	Mode	Recommended FacilityType/Improvement	LOS Bicycle	LOS Pedestrian	LOS Vehicle	Total Cost	Benefit-Cost Index	PriorityTier	Segment ID
1	Navy Blvd Alternate Bike Route Old Corry Field Road	Barrancas Ave	Navy Blvd	Bicycle	Bicycle Improvement and Signage 1.236 miles	D		B	n/a		5	
2	Navy Blvd	Gulf Beach Hwy	Pace Blvd	Bicycle Pedestrian	3.38 miles Access Management on Navy Blvd	C	D	C	\$916,295*		3	
3	Davis Highway	Fairfield Drive	Schubert Drive	Bicycle	2.785 miles, Designated bike lane if possible or re-stripe for wide outside lane	E		B	\$1,395,947	0.09	3	
4	Davis Highway(to include Alt.90 portion, sometimes referred to as 9 mile)	Forsyth St	Scenic Highway	Bicycle	2.462 miles, Designated Bike Lane if possible/If not, Re-stripe for wide outside lane. Conversion of un-utilized on-street parking between US90 overpass and Scenic Hwy to a designated bike lane	E		B	\$59,310**	4.82	4	
5	9 <sup>th</sup> Avenue	Creighton Rd	Bayou Blvd	Bicycle	2.041 miles, Designated bike lane if possible or re-stripe for wide outside lane	E		C	\$49,168**		2 & 3	
6	9 <sup>th</sup> Avenue	Cervantes St	Bayfront Pkwy	Bicycle	0.858 miles Designated bike lane if possible or re-stripe for wide outside lane	D		C	\$19,165**		2	
7	Sorrento Rd/ Gulf Beach Hwy	CR 297	Patton Dr	Pedestrian	3.75 miles Sidewalks both sides		E	C/F (2 SEGMENTS)	\$2,775,173*		2	
8	Johnson Ave	US 29	Olive Rd	Bike	6.135 miles Paved shoulders	N/A		N/A	\$121,338**		n/a	
9	Langley Ave	Scenic Heights Elem School	Leesway Blvd	Pedestrian	Medians and pedestrian crossing		N/A	N/A	\$6,818*		n/a	
10	US 98 Gulf Islands National Seashore Eastbound alternative route	3 Mile Bridge	Fairpoint Drive	Bicycle	2.07 miles Paved with shoulders and signage	N/A		N/A	\$40,940**		n/a	
		Fairpoint Drive	Sunset Drive			N/A		N/A				
		Sunset Drive	Shoreline Dr			N/A		N/A				
		Shoreline Drive	US 98			N/A		N/A				
11	US 98 Gulf Islands National Seashore Westbound alternative route	McClure	Joachim		0.931 miles	N/A	N/A	N/A	\$18,413**		n/a	
		Joachim	Daniel			N/A	N/A	N/A				
		N. on Daniel / Kenilworth	Northcliff			N/A	N/A	N/A				
		Northcliff	US 98			N/A	N/A	N/A				
12	Park Ave	SR 89	Byrom St	Pedestrian	0.505 miles sidewalks north side		N/A	N/A	\$221,269*		n/a	
		Byrom St	SR 87	Pedestrian	0.27 miles Sidewalks south side							
		SR 87	Blackwater Heritage Trail	Pedestrian	.073 miles sidewalks on both sides							
13	Creighton Road SR 742	Plantation Rd	Davis Highway	Bicycle	Restripe Candidate	D		C	\$8,672	4.08	I	171.1
14	Garden Street/Alcaniz SR 30 (US 98)	Tarragona Street	Gregory Street	Bicycle	Road Diet Candidate	D		D	\$9,346	3.21	I	150.2
15	12th Avenue	Fairfield Drive	Bayou Boulevard	Bicycle	Restripe Candidate	D		B	\$16,140	2.41	I	2.0
16	E Street CR 443	Cross St	Texar Drive	Bicycle	Restripe Candidate	D		C	\$7,516	2.33	I	53.3
17	SR 95 (US 29)	Pace Boulevard/SR 292	Brent Lane/SR 296	Bicycle	Restripe Candidate	E		B	\$16,189	2.22	I	197.0
18	Saufley Field Road CR 296	Muldoon Rd	Mobile Highway	Bicycle	Restripe Candidate	F		F	\$17,405	1.24	I	33.1
19	Main Street	A Street	Baylen Street	Bicycle	Road Diet Candidate	D		B	\$27,836	1.14	I	70.0
20	Gulf Beach Highway SR 292	Fairfield Drive/SR 727	Navy Boulevard/SR 295	Bicycle	Restripe Candidate	D		F	\$37,380	0.99	I	123.0
21	9th Avenue SR 289	Bayou Boulevard/SR 296	Langley Avenue	Pedestrian	Add Sidewalk (Minor Regrading)		D	C	\$58,081	0.88	I	9.0
22	17th Street	Bayfront Parkway	S of RR Tracks	Pedestrian	Add Sidewalk (Minor Regrading)		North E South D	N/A	\$37,287	0.79	I	213.0
23	Fairfield Drive SR 295	New Warrington Road, Leg C	W Street/CR 453	Pedestrian	Add Sidewalk (Minor Regrading)		D	B	\$29,399	0.63	I	132.0
24	Scenic Highway SR 10A(US 90)	Strong Street	Hyde Park Road	Pedestrian	Add Sidewalk (Minor Regrading)		D	C	\$43,884	0.62	I	84.0
25	SR 10 (US 90)	SR 281/Avalon Boulevard	SR 87/Stewart Street	Bicycle	Restripe Candidate	D		D	\$55,889	0.53	I	90.0
26	Chiefs Way SR 294	SR 295/New Warrington Road	US 98/Navy Boulevard	Bicycle	Add Paved Shoulders - Minor	D		D	\$38,051	0.49	I	127.0
27	Garden Street/Alcaniz SR 30 (US 98)	Tarragona Street	Gregory Street	Pedestrian	Add Sidewalk (Minor Regrading)		East C West D	D	\$35,136	0.49	I	150.2
28	Chiefs Way SR 294	SR 295/New Warrington Road	US 98/Navy Boulevard	Pedestrian	Add Sidewalk (Minor Regrading)		C/D	D	\$24,093	0.47	I	127.0
29	Chase Street/1 Way EB SR 30 (Bus US 98)	North Palafox Street	9th Ave	Pedestrian	Add Sidewalk (Minor Regrading)		D	C	\$58,799	0.46	I	139.0
30	E Burgess Road SR 742	Plantation Road	Davis Highway/SR 291	Bicycle	Add Paved Shoulders - Major	E		C	\$63,676	0.45	I	11.0
31	Bayou Boulevard & Perry Avenue SR 296	Hyde Park Road	Baldwin Avenue	Bicycle	Add Paved Shoulders - Minor	D		C	\$80,857	0.45	I	134.1
32	Bayou Boulevard & Perry Avenue SR 296	Hyde Park Road	Baldwin Avenue	Pedestrian	Add Sidewalk (Minor Regrading)		North C South E	C	\$73,140	0.43	I	134.1
33	17th Street	Bayfront Parkway	S of RR Tracks	Bicycle	DCSN	E		N/A	\$70,932	0.43	I	213.0
34	Fairfield Drive SR 727	Bruce St	Mobile Highway/US 90/SR 10A	Bicycle	Add Paved Shoulders - Minor	D		F	\$77,687	0.42	I	167.2
35	17th Street	S of RR Tracks	Cervantes Street/SR 10A/US 90	Bicycle	DCSN	E		N/A	\$99,305	0.41	I	213.1
36	W Burgess Road SR 742	SR 95/Pensacola Boulevard	CR 95A/Old Palafox Highway	Bicycle	Add Paved Shoulders - Major	E		B	\$113,422	0.36	I	169.0
37	Navy Boulevard SR 295	Bayou Grande Bridge NE	SR 292/Barrancas Avenue	Pedestrian	Add Sidewalk (Minor Regrading)		North C South D	C	\$34,777	0.36	I	128.0

Priority	Road Name	From	To	Mode	Recommended FacilityType/Improvement	LOS Bicycle	LOS Pedestrian	LOS Vehicle	Total Cost	Benefit-Cost Index	PriorityTier	Segment ID
38	12th Avenue	Fairfield Drive	Bayou Boulevard	Pedestrian	Add Sidewalk (Minor Regrading)		South D North E	B	\$96,085	0.35	I	2.0
39	Bayou Boulevard & Perry Avenue SR 296	Baldwin Avenue	DuPont Drive	Bicycle	Add Paved Shoulders - Minor	North D South E		C	\$106,224	0.35	I	134.2
40	Davis Highway SR 291	University Parkway	Nine Mile Road/SR 10/US 90A	Pedestrian	Add Sidewalk (Minor Regrading)		D	B	\$68,192	0.34	I	117.0
41	Lillian Highway SR 298	Blue Angel Parkway/SR 173	Fairfield Drive/SR 727	Bicycle	Add Paved Shoulders - Major	E		C	\$135,310	0.31	I	137.0
42	9th Avenue SR 289	Dunmire St	Beau Terra Ln	Bicycle	DCSN	E		D	\$146,593	0.31	I	10.2
43	Jackson Street CR 298A	W Street	Pace Blvd	Bicycle	Add Paved Shoulders - Minor	D		B	\$84,028	0.30	I	46.0
44	Fairfield Drive SR 727	Bruce St	Mobile Highway/US 90/SR 10A	Pedestrian	Add Sidewalk (Minor Regrading)		F	F	\$140,543	0.29	I	167.2
45	Saufley Field Road CR 296	Blue Angel Parkway	Muldoon Rd	Pedestrian	Add Sidewalk (Minor Regrading)		F	F	\$124,337	0.28	I	33.0
46	Scenic Highway SR 10A(US 90)	I-10/SR 8	Baybrook Dr	Pedestrian	Add Sidewalk (Major Regrading)		E	C	\$125,398	0.28	I	87.0
47	Bayou Boulevard & Perry Avenue SR 296	Baldwin Avenue	DuPont Drive	Pedestrian	Add Sidewalk (Minor Regrading)		North D South E	C	\$115,302	0.28	I	134.2
48	Sorrento Road SR 292	Gulf Beach Hwy	Doug Fort Drive	Bicycle	Add Paved Shoulders - Major	E		C	\$159,189	0.28	I	120.1
49	Main Street	Baylen Street	Tarragona Street	Bicycle	DCSN	D		F	\$118,221	0.27	I	71.0
50	E Street CR 443	Yonge St	Cross St	Bicycle	DCSN	South A North D		C	\$94,576	0.27	I	53.2
51	Fairfield Drive SR 295	Davis Hwy	SR 289/9th Avenue	Bicycle	DCSN	E		D	\$184,424	0.26	I	133.4
52	E Burgess Road SR 742	Plantation Road	Davis Highway/SR 291	Pedestrian	Add Sidewalk (Major Regrading)		E	C	\$111,465	0.26	I	11.0
53	Gregory Street/1 Way WB SR 30 (US 98)	9th Street	Bayfront Parkway/Chase Street	Pedestrian	Add Sidewalk (Minor Regrading)		E	C	\$97,519	0.26	I	151.1
54	Olive Road SR 290	9th Avenue/SR 289	Scenic Highway/SR 10A	Pedestrian	Add Sidewalk (Minor Regrading)		D	C	\$93,361	0.25	I	111.0
55	Navy Boulevard SR 295	US 98	SR 295/New Warrington Road	Bicycle	DCSN	D		E	\$174,966	0.25	I	129.1
56	W Street CR 453	Cervantes Street	Fairfield Drive	Pedestrian	Add Sidewalk (Minor Regrading)		C	B	\$79,306	0.24	I	57.0
57	Bauer Road CR 293	Sorrento Road	Meadson Rd	Pedestrian	Add Sidewalk (Major Regrading)		South C North D	B	\$69,666	0.23	I	29.0
58	New Warrington Road SR 295	US 98/Navy Boulevard	Martha Lane	Bicycle	Add Paved Shoulders - Minor	E		E	\$220,376	0.23	I	130.0
59	Mobile Highway SR 10A (US 90)	Bellview Ave	Pine Forest Road/CR 297	Pedestrian	Add Sidewalk (Major Regrading)		E	B	\$181,131	0.23	I	76.3
60	Sorrento Rd /Gulf Beach Highway SR 292	Blue Angel Parkway/SR 173	Dog Track Rd	Bicycle	Add Paved Shoulders - Major	E		C	\$191,027	0.23	I	122.0
61	SR 30 (US 98)	Fairpoint Drive	Bay Bridge Drive	Bicycle	DCSN	E		C	\$208,068	0.23	I	153.0
62	Main Street	A Street	Baylen Street	Pedestrian	Add Sidewalk (Minor Regrading)		West C East D	B	\$100,388	0.22	I	70.0
63	Bayou Boulevard & Perry Avenue SR 296	Cervantes Street/US 90/SR 10A	Hyde Park Road	Pedestrian	Add Sidewalk (Minor Regrading)		North C South E	C	\$146,279	0.21	I	134.0
64	New Warrington Spur SR 295	Martha Lane	Mobile Highway Interchange	Pedestrian	Add Sidewalk (Minor Regrading)		North C South E	E	\$152,016	0.20	I	130.1
65	Jackson Street CR 298A	W Street	Pace Blvd	Pedestrian	Add Sidewalk (Minor Regrading)		East C West D	B	\$121,613	0.20	I	46.0
66	SR 95 (US 29)	Tree St	Morris Ave	Pedestrian	Add Sidewalk (Minor Regrading)		North D South E	B	\$120,465	0.19	I	200.1
67	Olive Road SR 290	Davis Highway/SR 291	Kipling St	Pedestrian	Add Sidewalk (Major Regrading)		E	F	\$239,650	0.19	I	110.0
68	Mobile Highway SR 10A (US 90)	Massachusetts Ave	Saufley Field Road/CR 296	Pedestrian	Add Sidewalk (Major Regrading)		E	B	\$191,580	0.19	I	76.1
69	Jackson Street CR 298A	Pace Blvd	A Street	Pedestrian	Add Sidewalk (Minor Regrading)		East B West C	B	\$134,806	0.19	I	46.1
70	Pensacola Beach Boulevard CR 399	N end of Bob Sikes Bridge (Escambia County Line)	Via de Luna	Pedestrian	Add Sidewalk (Minor Regrading)		South C North D	N/A	\$71,706	0.18	I	51.0
71	W Burgess Road SR 742	SR 95/Pensacola Boulevard	CR 95A/Old Palafox Highway	Pedestrian	Add Sidewalk (Major Regrading)		E	B	\$198,547	0.18	I	169.0
72	E Burgess Road SR 742	Confederate Dr	Creighton Road	Pedestrian	Add Sidewalk (Major Regrading)		E	C	\$215,963	0.18	I	170.1
73	Davis Highway SR 291	Brent Lane/SR 296	Burgess Road/SR 742	Pedestrian	Add Sidewalk (Minor Regrading)		E	B	\$293,534	0.17	I	114.0
74	Fairfield Drive SR 727	65th Ave	Bruce St	Pedestrian	Add Sidewalk (Minor Regrading)		F	F	\$278,217	0.17	I	167.1
75	E Burgess Road SR 742	Sanders Street	Lanier Drive	Pedestrian	Add Sidewalk (Major Regrading)		D	B	\$87,082	0.17	I	13.0

\*Estimated Cost was taken from previous Bicycle & Pedestrian Plan

\*\*Estimated Cost was developed using the Unit Cost from the new Bicycle Pedestrian Master Plan

## Appendix C

### Traffic Signal Timing Project Priorities

Area Wide Coordinated Signal Timing Program - Year 2  
Signal List as of Final Invoice  
June 2010

**Escambia County**

System E2		Level of Service	Cost	
1	1.	Fairfield Dr./Hollywood Dr.	2	\$3,198.90
2	2.	Fairfield Dr./Ruby Ave	2	\$3,198.90
3	3.	Fairfield Dr./South Dakota St./Lowe's	3	\$7,132.84
4	4.	Mobile Hwy/Fairfield Dr.	3	\$7,132.84
5	5.	Mobile Hwy/Cherokee Tr./Wal-Mart	3	\$7,132.84
6	6.	Mobile Hwy/Edison Dr.	3	\$7,132.84
System E10		Level of Service	Cost	
1	7.	Fairfield Dr./Pace Blvd	3	\$7,132.84
2	8.	Fairfield Dr./L St	3	\$7,132.84
3	9.	Fairfield Dr./Texar Dr.	3	\$7,132.84
4	10.	Fairfield Dr./Palafox St	3	\$7,132.84
5	11.	Palafox St/Texar Dr	2	\$3,198.90
6	12.	Texar Dr./E St	2	\$3,198.90
7	13.	Pace Blvd/Herman St	2	\$3,198.90
8	14.	Pace Blvd/Leonard St/St. Mary Ave	2	\$3,198.90
System E4/E13/E14		(Combine with Same TOD Plans)	Level of Service	Cost
1	15.	US 29/Hood Dr.	3	\$7,132.84
2	16.	US 29/Detroit Blvd	3	\$7,132.84
3	17.	US 29/Broad St.	3	\$7,132.84
4	18.	US 29/Diamond Dairy Rd	3	\$7,132.84
5	19.	US 29/Burgess Rd	3	\$7,132.84
6	20.	US 29/Pinestead Rd	3	\$7,132.84
7	21.	US 29/"W" St	3	\$7,132.84
8	22.	US 29/Stumpfield Rd/Marcus Pt	3	\$7,132.84
9	23.	US 29/Industrial Blvd	3	\$7,132.84
10	24.	US 29/Airport Blvd	3	\$7,132.84
System E2		Level of Service	Cost	
1	25.	Mobile Hwy/Marlane Dr/Cerny Rd	3	\$7,132.84
2	26.	Mobile Hwy/Massachusetts Ave	3	\$7,132.84
3	27.	Mobile Hwy/New Warrington Rd	3	\$7,132.84
4	28.	New Warrington Rd/Lillian Hwy	2	\$3,198.90
1	29	Texar and MLK	2	\$3,198.90
2	30	Texar and Davis Hwy	2	\$3,198.90
3	31	Texar and 9th	2	\$3,198.90
4	32	Sorrento Rd and Bauer Rd	2	\$3,198.90
5	33	Perdido Key Blvd at Interarity Pt	2	\$3,198.90
			<b>Subtotal - Esc Co.</b>	<b>\$188,176.44</b>

**Santa Rosa County**

1	34.	US 98 & SR 87	2	\$3,198.90
2	35.	US 98 & Navarre Beach Causeway	2	\$3,198.90
3	36.	US 98 & Winn Dixie	2	\$3,198.90
4	37.	US 98 & Panhandle Trail	2	\$3,198.90
5	38.	US 98 & Wal-Mart	2	\$3,198.90
6	39.	US 98 & Whispering Pines	2	\$3,198.90
7	40	US 98 and Andora (Publix)	2	\$3,198.90
8	41	US 98 and Orion Parker	2	\$3,198.90
9	42.	US 90/Avalon	2	\$3,198.90
10	43.	US 90/K-mart	2	\$3,198.90
11	44.	US 90/Parkmore Plaza Dr	2	\$3,198.90
12	45	US 90/Glover Ln	2	\$3,198.90
13	46.	US 90/SR 89 (Dogwood Dr)	2	\$3,198.90
14	47.	US 90/SR 87 (Stewart St)	2	\$3,198.90
15	48.	US 90/CR 191 (Canal St)	2	\$3,198.90
16	49.	US 90/Elmira St	2	\$3,198.90
17	50.	US 90/Willing St	2	\$3,198.90

Area Wide Coordinated Signal Timing Program - Year 2  
Signal List as of Final Invoice  
June 2010

**Subtotal - SR Co.      \$54,381.30**

City of Pensacola

1	51.	Garden St/Tarragona St	3	\$7,132.84
2	52.	Garden St/Jefferson St	3	\$7,132.84
3	53.	Garden St/Palafox St	3	\$7,132.84
4	54.	Garden St/Baylen St	3	\$7,132.84
5	55.	Garden St/Spring St	3	\$7,132.84
6	56.	Garden St/A St	3	\$7,132.84
7	57.	Garden St/Barrancas Ave	3	\$7,132.84
8	58.	Garden St/E St	2	\$3,198.90
9	59.	Garden/Navy & Pace Blvd	2	\$3,198.90
10	60.	Navy Blvd/W St	2	\$3,198.90
11	61.	Creighton/Wal-Mart	2	\$3,198.90
12	62.	Creighton/Tippin Ave	2	\$3,198.90
13	63.	Fairfield/9 <sup>th</sup> Ave	2	\$3,198.90
14	64.	Fairfield/12 <sup>th</sup> Ave	2	\$3,198.90
15	65.	12 <sup>th</sup> Ave/Summit	2	\$3,198.90
16	66.	12 <sup>th</sup> Ave/Airport	2	\$3,198.90
17	67.	12 <sup>th</sup> Ave/College Pkwy	2	\$3,198.90
18	68.	US 90 (Cervantes St)/Perry	2	\$3,198.90
19	69.	US 90 (Cervantes St)/17 <sup>th</sup> Ave	2	\$3,198.90
20	70.	US 90 (Cervantes St)/12 <sup>th</sup> Ave	2	\$3,198.90
21	71.	US 90 (Cervantes St)/"A" St	2	\$3,198.90
22	72.	US 90 (Cervantes St)/"E" St	2	\$3,198.90
23	73.	US 90 (Cervantes St)/Pace Blvd	2	\$3,198.90
24	74.	US 90 (Cervantes St)/"S" St	2	\$3,198.90
25	75.	Airport Blvd/K-mart Shopping Center	2	\$3,198.90
26	76.	Airport Blvd/College Pkwy	2	\$3,198.90
27	77.	Airport Blvd/Lowes	2	\$3,198.90
28	78.	Airport Blvd/Cobblestone Dr.	2	\$3,198.90
29	79.	Airport Blvd/Davis Hwy	2	\$3,198.90
30	80.	Bayou Blvd/12 <sup>th</sup> Ave	2	\$3,198.90
31	81.	Bayou Blvd/Target Shopping Center	2	\$3,198.90
32	82.	Bayou Blvd/Rave Theatre	2	\$3,198.90
33	83	Bayfront at Chase St	3	\$7,132.84
34	84	Bayfront at 17th Ave	3	\$7,132.84
			<b>Subtotal - City</b>	<b>\$144,168.06</b>

**Grand Total - Year 2      \$386,725.80**

84

**Escambia County**

		Level of Service	Cost
1	US 98/Navy Exchange-PJC	3	\$7,132.84
2	US 98/VA Clinic (new master)	3	\$7,132.84
3	US 98/Navy Hospital	3	\$7,132.84
4	US 98/61st Ave	3	\$7,132.84
5	US 98/72nd Ave	3	\$7,132.84
6	US 98/Fairfield Dr	3	\$7,132.84
7	US 98/Blue Angel Pkwy	3	\$7,132.84

**System P-6**

8	W St/Jackson St	2	\$3,198.90
9	W St/Cervantes-Mobile Hwy	2	\$3,198.90
10	W St/Avery St	2	\$3,198.90
11	W St/Scott St	2	\$3,198.90

**System E-12**

12	Davis Hwy/Johnson Ave	4	\$2,158.19
13	Davis Hwy/Klinger St	4	\$2,158.19
14	Davis Hwy/University Pkwy	4	\$2,158.19
15	Davis Hwy/Olive Rd (Master)	4	\$2,158.19
16	Davis Hwy/Northcross/McDonalds	4	\$2,158.19
17	Davis Hwy/I-10 North Side Ramp	4	\$2,158.19

**System E-8**

18	Davis Hwy/I-10 South Side Ramp	4	\$2,158.19
19	Davis Hwy/Bloodworth Ln (Master)	4	\$2,158.19
20	Davis Hwy/Creighton Rd	4	\$2,158.19
21	Davis Hwy/Burgess Rd	4	\$2,158.19
22	Davis Hwy/Langley (City)	4	\$2,158.19
23	Davis Hwy/Airport Blvd	4	\$2,158.19

**System E-14**

24	W St/Airport Blvd	3	\$7,132.84
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**Non-Systems**

26	Fairfield Dr/Lillian Hwy	2	\$3,198.90
27	Fairfield Dr/Patricia Dr/72nd Ave	2	\$3,198.90
28	Blue Angel Pkwy/Dog Track Rd	2	\$3,198.90
29	Blue Angel Pkwy/Lillian Hwy	2	\$3,198.90
30	Blue Angel Pkwy/Muldoon Rd	2	\$3,198.90
31	Blue Angel Pkwy/Saufley Field Rd	3	\$7,132.84
32	Blue Angel Pkwy/Mobile Hwy	3	\$7,132.84
33	Brent Ln/Beverly Pkw/Palafox St/Pensacola Blvd	3	\$7,132.84
34	Beverly Pkwy/W St	3	\$7,132.84
35	Michigan Ave/Memphis Ave	2	\$3,198.90
36	Michigan Ave/Mobile Hwy	3	\$7,132.84
37	Saufley Field Rd/Muldoon Rd	2	\$3,198.90

**subtotal - Esc. Co. \$153,813.10**

**City/County Signals**

38	Airport Blvd/Old Palafox	2	\$3,198.90
39	Airport Blvd/US 29 (review for coordination)	4	\$2,158.19
40	Airport Blvd/Hancock (review for coordination)	4	\$2,158.19
41	Airport Blvd/I-110 SB (review for coordination)	4	\$2,158.19
42	Airport Blvd/I-110 NB (review for coordination)	4	\$2,158.19
43	Fairfield Dr/I-110 SB (review for coordination)	4	\$2,158.19
44	Fairfield Dr/Davis Hwy (review for coordination)	4	\$2,158.19
45	Davis Hwy/I-110 NB (review for coordination)	4	\$2,158.19
46	Brent Ln/Davis Hwy	4	\$2,158.19
47	Brent Ln/I-110 NB	4	\$2,158.19
48	Brent Ln/I-110 SB	4	\$2,158.19
49	Brent Ln/Rawson Ln	4	\$2,158.19
50	Mobile Hwy (US90)/Green St	2	\$3,198.90
51	Mobile Hwy/Cervantes (US90)/W St	3	\$7,132.84
52	Mobile Hwy (US90)/New Warrington Rd (review for coord)	4	\$2,158.19

**subtotal - City/Cty \$39,428.92**

<b><u>Santa Rosa County</u></b>			
53	US 90/Woodbine Rd	2	\$3,198.90
54	US 90/Chumuckla Hwy	2	\$3,198.90
55	US 90/W Spencer Field Rd	2	\$3,198.90
56	US 90/E Spencer Field Rd	2	\$3,198.90
57	US 90/Target Shopping Center	3	\$7,132.84
58	US 90/Home Depot	3	\$7,132.84
59	US 90/Wal Mart Shopping Center	3	\$7,132.84
60	US 90/Bell Ln	3	\$7,132.84
61	US 90/Ward Basin Rd	3	\$7,132.84
62	US 90/SR 87	3	\$7,132.84
63	SR 89/Hickory Hammock Rd	2	\$3,198.90
64	SR 89/Berryhill Rd	2	\$3,198.90
65	SR 87/Berryhill Rd	2	\$3,198.90
66	SR 87/Park Ave	2	\$3,198.90
67	Woodbine/Chumuckla Hwy/Quintette Rd/Berryhill Rd	3	\$7,132.84
<b>subtotal - SR County</b>			<b>\$75,521.08</b>

<b><u>City of Gulf Breeze</u></b>			
68	US 98/Fairpoint Dr	1	\$1,700.00
69	US 98/Daniel Dr	1	\$1,700.00
70	US 98/Gulf Breeze Hospital	1	\$1,700.00
71	US 98/Gondolier-Kelton	1	\$1,700.00
<b>subtotal - Gulf Breeze</b>			<b>\$6,800.00</b>

<b><u>City of Pensacola</u></b>			
72	Palafox/Leonard	2	\$3,198.90
73	Palafox/Maxwell	2	\$3,198.90
74	Palafox/Jordan	2	\$3,198.90
75	Palafox/Blount	2	\$3,198.90
76	Palafox/Cervantes	3	\$7,132.84
77	Palafox/Wright	3	\$7,132.84
78	Palafox/Gregory	3	\$7,132.84
79	Palafox/Chase	3	\$7,132.84
80	Gregory/Alcaniz	3	\$7,132.84
81	Gregory/Tarrogona	3	\$7,132.84
82	Gregory/Jefferson	3	\$7,132.84
83	Gregory/Spring	3	\$7,132.84
84	Chase/Baylen	3	\$7,132.84
85	Chase/Tarragona	3	\$7,132.84
86	Scenic Hwy/Creighton Rd	3	\$7,132.84
87	Scenic Hwy/Langlely Ave	3	\$7,132.84
88	Scenic Hwy/Summit Blvd	3	\$7,132.84
89	Main St/Barrancas Ave	2	\$3,198.90
90	Main St/Palafox St	3	\$7,132.84
91	Main St/A St	2	\$3,198.90
92	Main St/E St	2	\$3,198.90
93	Spanish Trail/Summit Blvd	2	\$3,198.90
94	Spanish Trail/Langlely Ave	2	\$3,198.90
95	E St/Avery St	2	\$3,198.90
96	E St/Moreno St	2	\$3,198.90
<b>Subtotal - City</b>			<b>\$135,047.66</b>

**Grand Total - Year 3**                      **\$410,610.76**

## Appendix D

### Pedestrian-Actuated Signal Project Priorities (Project # 4079381)

## Proposed Pedestrian Actuated Signals List for 2011 and 2012

### 2011 Escambia County (407938-2-52-01):

- SR 295 (Fairfield Dr.) at CR 453 (W Street)
- SR 295 (Fairfield Dr.) at SR 292 (Pace Blvd.)
- SR 295 (Fairfield Dr.) at 12<sup>th</sup> Avenue
- SR 289 (N 9<sup>th</sup> Ave.) at Cordova Mall/Sacred Heart Hospital entrance
- SR 292 (Gulf Beach Hwy.) at Fairfield Dr.
- SR 297 (Pine Forest Rd.) at Wilde Lake Dr.
- SR 297 (Pine Forest Rd.) at I-10 WB Off-Ramp
- SR 95 (Pensacola Blvd.) at Broad St.
- CR 296 (Saufley Field Rd.) at SR 173 (Blue Angel Pkwy.)
- CR 296 (Saufley Field Rd.) at Muldoon Rd.
- SR 727 (Fairfield Dr.) at Patricia Dr./72<sup>nd</sup> St.
- SR 727 (Fairfield Dr.) at 61<sup>st</sup> Ave.
- SR 10/US 90 (Nine Mile Rd.) at SR 297 (Pine Forest Rd.)
- SR 10/US 90 (Nine Mile Rd.) at US 29 Southbound
- SR 10/US 90 (Nine Mile Rd.) at US 29 Northbound
- SR 10/US 90 (Nine Mile Rd.) at SR 95A (Old Palafox St.)
- SR 10A (Scenic Hwy.) at US 90A (Davis Hwy.)
- SR 173 (Blue Angel Pkwy.) at SR 298 (Lillian Hwy.)
- SR 173 (Blue Angel Pkwy.) at Muldoon Rd.

### 2011 Santa Rosa County (407938-3-52-01):

- SR 30 (US 98) at Baptist Gulf Breeze Hospital
- SR 30 (US 98) at Oriole Beach Rd.
- Woodbine Rd. (CR 197A) at Chumuckla Hwy. (CR 197)/Quintette Rd. (CR 184)

**2012 Escambia County (407938-2-52-02):**

- SR 95 (Pensacola Blvd.) at Detroit Blvd.
- SR 95 (Pensacola Blvd.) at Hood Dr.
- CR 749 (Chemstrand Rd.) at E. Kingsfield Rd.
- SR 173 (Blue Angel Pkwy.) at SR 292 (Sorrento Rd.)
- SR 173 (Blue Angel Pkwy.) at CR 297 (Dog Track Rd.)
- SR 173 (Blue Angel Pkwy.) at SR 30 (US 98)
- CR 95A (Old Palafox Hwy.) at Hancock Ln.
- CR 95A (Old Palafox Hwy.) at W. Burgess Rd.
- CR 95A (Old Palafox Hwy.) at SR 290 (Olive Rd.)
- CR 95A (Old Palafox Hwy.) at Ensley St.
- CR 95A (Old Palafox Hwy.) at Hood Dr.
- SR 292 (Sorrento Rd./Gulf Beach Hwy.) at CR 293 (Bauer Rd.)
- SR 750 (Airport Blvd.) at Lowes Entrance
- SR 295 (New Warrington Rd.) at SR 298 (Lillian Hwy.)

**2012 Santa Rosa County (407938-3-52-02):**

- SR 10 (US 90) at CR 197A (Woodbine Rd.)
- SR 10 (US 90) at CR 197B (W. Spencer Field Rd.)
- SR 10 (US 90) at E. Spencer Field Rd.
- SR 10 (US 90) at Parkmore Plaza Dr./Jaimee Leigh Dr.
- SR 10 (US 90) at Glover Ln.
- SR 10 (US 90) at Milton Square
- SR 10 (US 90) at Dogwood Dr.
- SR 30 (US 98/Navarre Parkway) at Panhandle Tr./Campground Ent.
- SR 30 (US 98/Navarre Parkway) at Whispering Pines Blvd.

## Appendix E

### Public Transportation Capital Improvements

## PUBLIC TRANSPORTATION CAPITAL IMPROVEMENTS

<b>Priority</b>	<b>Project Name</b>	<b>Cost</b>	<b>Scope</b>
<b>1</b>	Bus Stop Signs	\$18,000	Purchase and install 300 signs along routes with inadequate identification
<b>2</b>	Replacement of Radio System	\$167,131	Purchase and install digital radio system on all buses.
<b>3</b>	Shelters with Solar Lighting	\$310,000	Purchase 50 shelters and install
<b>4</b>	Smart Card System	\$180,000	Purchase and install electronic fare media
<b>5</b>	GPS-Clock Counter	\$200,000	To install GPS on 20 buses for additional infrastructure to support daily operations
<b>6</b>	Bus Stop Announcers	\$150,000	Accessibility enhancement for the disabled
<b>7</b>	DVR System for Buses	\$194,725	Digital Recording system for safety -security
<b>8</b>	Cut Away (Hybrid) Park-n-Ride Service	\$700,000	Purchase 5 cut away vehicles to service three Park-n-Ride areas
<b>9</b>	Park-n-Ride Terminals	\$300,000	Set up terminals at 3 Park-n-Ride facilities for the sale of passes and to give bus information
<b>10</b>	Repair Equipment- Natural Lighting in Maintenance area	\$50,000	Support lighting for the service of transit and outside facilities vehicles in maintenance area
<b>11</b>	WIFI-For Buses	\$8,800	Install a system that allows for internet access on buses, to support Park-n-Ride services
<b>12</b>	Digital Display Signs	\$100,000	Install 5 digital display signs for identifying of ECAT branding Park-n-Ride services
<b>13</b>	Laptops for Safety/ Training	\$18,000	Purchase 3 tough-books for EOC operations and field operations

## Appendix F

### Intelligent Transportation System Master Plan

# ITS MASTER PLAN COST FEASIBLE PLAN PROJECTS

## FIVE YEAR WORK PROGRAM COST (2011/25)

<b>1</b>	Advanced Traffic Management System (Phase I)		2,778,685
<b>2</b>	Advanced Traffic Management System (Phase II)		2,778,685
<b>3</b>	Advanced Traffic Management System (Phase III)		2,778,685
<b>4</b>	Regional Traffic Management System		2,036,665
<b>5</b>	Cameras on Arterials		677,822
<b>6</b>	Freeway Management System	18,198,000	
	<b>Total ITS Costs without OPS and Maintenance</b>	<b>18,198,000</b>	<b>11,050,542</b>
<b>7</b>	Operations and Maintenance	1,939,800	1,345,133
<b>8</b>	3% Personnel Cost	581,940	403,540
	<b>Total Costs with O&amp;M and Personnel Costs</b>	<b>20,719,740</b>	<b>*12,799,215</b>
	<b>TOTAL COSTS 05/25</b>		<b>33,518,955</b>

\* TPO Project Priority Cost

1. **Advanced Traffic Management System (Phase I)**- In conjunction with the revision of the area's master plan, the need exists to modernize the major corridor traffic signal systems to *Intelligent Transportation System (ITS)*\* mode.
2. **Advanced Traffic Management System (Phase I and II)**- Would continue the deployment of new traffic controllers and interconnection at the rate of 100 units per phase.

\* The term **Intelligent Transportation System (ITS)** refers to efforts to add information and communications technology infrastructure to transport vehicles in an effort to manage factors that typically are at odds with each other, such as vehicles, loads, and routes to improve safety and reduce vehicle wear, transportation times and fuel consumption. ITS can vary in technologies applied from basic management systems: car navigation, traffic signal control systems, container management systems, variable message signs, automatic plate number recognition or speed cameras to monitoring applications, such as security CCTV systems, to more advanced applications that integrate live data and feedback from a number of other sources, such as parking guidance and information systems, weather information, bridge de-icing systems and the like. Additionally, predictive techniques are being developed in order to allow advanced modeling and comparison with historical baseline data.

## Appendix G

### Corridor Management Plans and Projects

### **Corridor Management Studies and Projects Sub-List**

Description	Project Name	From	To
<b>\$130,000 Annually for Corridor Management Plan/Studies</b>	<b>(1) Update of US98 Corridor Plan in Santa Rosa County**This study if funded with XU funds on the Work Program but needs additional funding.</b>	<b>Escambia County Line</b>	<b>Okaloosa County Line</b>
	(2) Main Street	Barrancas	Clubbs Street
	(3) Old Palafox Highway	US 29	9 Mile Road
	(4) US 29**	9.5 Mile Rd	Old Palafox Hwy
<b>\$1,500,000 Annually for Corridor Management Projects</b> (funding will alternate between counties at five year intervals; fudning will go to Santa Rosa beginning in 2017)	<b>(1) Olive Road</b>	<b>Old Palafox</b>	<b>Scenic Hwy</b>
	(2) Gulf Beach Highway	Navy Blvd	Blue Angel Pkwy
	(3) Fairfield Drive	Mobile Hwy	Lillian Highway
	(4) Main Street	Barrancas	Clubbs Street

*FY 2012-2016 CIE Annual Update*

*School District 5 yr. 2011-2012 Work Plan*

**INTRODUCTION**

The 5-Year District Facilities Work Program is a very important document. The Department of Education, Legislature, Governor's Office, Division of Community Planning (growth management), local governments, and others use the work program information for various needs including funding, planning, and as the authoritative source for school facilities related information.

The district's facilities work program must be a complete, balanced capital outlay plan that is financially feasible. The first year of the work program is the districts capital outlay budget. To determine if the work program is balanced and financially feasible, the "Net Available Revenue" minus the "Funded Projects Costs" should sum to zero for "Remaining Funds".

If the "Remaining Funds" balance is zero, then the plan is both balanced and financially feasible.

If the "Remaining Funds" balance is negative, then the plan is neither balanced nor feasible.

If the "Remaining Funds" balance is greater than zero, the plan may be feasible, but it is not balanced.

**Summary of revenue/expenditures available for new construction and remodeling projects only.**

	2011 - 2012	2012 - 2013	2013 - 2014	2014 - 2015	2015 - 2016	Five Year Total
Total Revenues	\$100,029,551	\$19,529,008	\$25,117,402	\$23,565,905	\$21,505,857	\$189,747,723
Total Project Costs	\$100,029,551	\$19,529,008	\$25,117,402	\$23,565,905	\$21,505,857	\$189,747,723
Difference (Remaining Funds)	\$0	\$0	\$0	\$0	\$0	\$0

District ESCAMBIA COUNTY SCHOOL DISTRICT

Fiscal Year Range

**CERTIFICATION**

By submitting this electronic document, we certify that all information provided in this 5-year district facilities work program is accurate, all capital outlay resources are fully reported, and the expenditures planned represent a complete and balanced capital outlay plan for the district. The district Superintendent of Schools, Chief Financial Officer, and the School Board have approved the information contained in this 5-year district facilities work program; they certify to the Department of Education, Office of Educational Facilities, that the information contained herein is correct and accurate; they also certify that the plan has been developed in coordination with the general purpose local governments as required by §1013.35(2) F.S. We understand that any information contained in this 5-year district facilities work program is subject to audit by the Auditor General of the State of Florida.

Date of School Board Adoption 9/15/2011  
 Work Plan Submittal Date 9/16/2011  
 DISTRICT SUPERINTENDENT Malcolm Thomas  
 CHIEF FINANCIAL OFFICER Terry LCyr  
 DISTRICT POINT-OF-CONTACT PERSON Ronald Peacock  
 JOB TITLE Director of Facilities Planning  
 PHONE NUMBER 850.469.5669  
 E-MAIL ADDRESS rpeacock@escambia.k12.fl.us



## Expenditures

### Expenditure for Maintenance, Repair and Renovation from 1.50-Mills and PECO

Annually, prior to the adoption of the district school budget, each school board must prepare a tentative district facilities work program that includes a schedule of major repair and renovation projects necessary to maintain the educational and ancillary facilities of the district.

Item	2011 - 2012 Actual Budget	2012 - 2013 Projected	2013 - 2014 Projected	2014 - 2015 Projected	2015 - 2016 Projected	Total
HVAC	\$10,000	\$100,000	\$100,000	\$100,000	\$100,000	\$410,000
Locations:	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, C A WEIS ELEMENTARY, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, HELLEN CARO ELEMENTARY, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY (NEW), NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY					
Flooring	\$25,000	\$100,000	\$300,000	\$300,000	\$200,000	\$925,000
Locations:	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, C A WEIS ELEMENTARY, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, ESEAL CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY (NEW), NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PACE ADMINISTRATION OFFICE, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY					
Roofing	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Safety to Life	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Fencing	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Parking	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Electrical	\$0	\$0	\$230,000	\$200,000	\$200,000	\$630,000

Locations:	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, C A WEIS ELEMENTARY, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, HELLEN CARO ELEMENTARY, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY (NEW), NAVY POINT ELEMENTARY, NEW DOWNTOWN ELEMENTARY SCHOOL, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY					
Fire Alarm	\$325,000	\$400,000	\$450,000	\$400,000	\$450,000	\$2,025,000
Locations:	A K SUTER ELEMENTARY, A V CLUBBS ALTERNATIVE, ALLIE YNIESTRA ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, C A WEIS ELEMENTARY, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA SUPERINTENDENT'S OFFICE, ESCAMBIA WESTGATE CENTER, ESEAL CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, GEORGE S HALLMARK ELEMENTARY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY (NEW), NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SID NELSON COMMUNITY LEARNING CENTER, SPENCER BIBBS ELEMENTARY, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY					
Telephone/Intercom System	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Closed Circuit Television	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Paint	\$629,887	\$643,582	\$643,582	\$643,582	\$643,582	\$3,204,215
Locations:	A K SUTER ELEMENTARY, A V CLUBBS ALTERNATIVE, ALLIE YNIESTRA ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, C A WEIS ELEMENTARY, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, ESEAL CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, GEORGE S HALLMARK ELEMENTARY, HELLEN CARO ELEMENTARY, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY (NEW), NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SPENCER BIBBS ELEMENTARY, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY					
Maintenance/Repair	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
<b>Sub Total:</b>	<b>\$989,887</b>	<b>\$1,243,582</b>	<b>\$1,723,582</b>	<b>\$1,643,582</b>	<b>\$1,593,582</b>	<b>\$7,194,215</b>

PECO Maintenance Expenditures	\$0	\$1,085,219	\$2,419,947	\$2,967,511	\$3,192,602	\$9,665,279
<b>1.50 Mill Sub Total:</b>	<b>\$2,051,788</b>	<b>\$1,533,363</b>	<b>\$2,328,635</b>	<b>\$1,620,305</b>	<b>\$1,159,087</b>	<b>\$8,693,178</b>

Other Items		2011 - 2012 Actual Budget	2012 - 2013 Projected	2013 - 2014 Projected	2014 - 2015 Projected	2015 - 2016 Projected	Total
Relocatable Classroom Renovations		\$29,000	\$100,000	\$250,000	\$250,000	\$250,000	\$879,000
Locations	A K SUTER ELEMENTARY, A V CLUBBS ALTERNATIVE, ALLIE YNIESTRA ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, C A WEIS ELEMENTARY, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, ESEAL CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, GEORGE S HALLMARK ELEMENTARY, HELLEN CARO ELEMENTARY, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY (NEW), NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SID NELSON COMMUNITY LEARNING CENTER, SPENCER BIBBS ELEMENTARY, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY						
Facilities Planning Salary Abatement		\$695,901	\$675,000	\$675,000	\$675,000	\$675,000	\$3,395,901
Locations	J E HALL EDUCATIONAL SERVICES CENTER						
Asbestos/Hazardous Materials/Indoor Air Quality		\$50,000	\$200,000	\$200,000	\$200,000	\$200,000	\$850,000
Locations	A K SUTER ELEMENTARY, A V CLUBBS ALTERNATIVE, ALLIE YNIESTRA ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, C A WEIS ELEMENTARY, CAPITAL CREW SHOPS, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA SUPERINTENDENT'S OFFICE, ESCAMBIA WESTGATE CENTER, ESEAL CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, GEORGE S HALLMARK ELEMENTARY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY (NEW), NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SID NELSON COMMUNITY LEARNING CENTER, SPENCER BIBBS ELEMENTARY, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY						
Relocatable Classroom Relocation, Set-up & Utilities		\$190,000	\$200,000	\$200,000	\$200,000	\$200,000	\$990,000
Locations	A K SUTER ELEMENTARY, A V CLUBBS ALTERNATIVE, ALLIE YNIESTRA ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, C A WEIS ELEMENTARY, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, ESEAL CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, GEORGE S HALLMARK ELEMENTARY, HELLEN CARO ELEMENTARY, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY (NEW), NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SID NELSON COMMUNITY LEARNING CENTER, SPENCER BIBBS ELEMENTARY, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY						
Bleacher Repair and Replace Cycle		\$48,500	\$100,000	\$300,000	\$219,234	\$250,000	\$917,734
Locations	BELLVIEW MIDDLE, BROWN BARGE MIDDLE, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, RANSOM MIDDLE, W J WOODHAM MIDDLE SCHOOL, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH						
Door Replacement Cycle		\$48,500	\$100,000	\$300,000	\$300,000	\$300,000	\$1,048,500

Locations	A K SUTER ELEMENTARY, ALLIE YNIESTRA ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, GEORGE S HALLMARK ELEMENTARY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY (NEW), NAVY POINT ELEMENTARY, NEW DOWNTOWN ELEMENTARY SCHOOL, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PACE ADMINISTRATION OFFICE, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY					
District Wide Exterior Door Card Access Security Systems	\$0	\$0	\$400,000	\$400,000	\$200,000	\$1,000,000
Locations	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, C A WEIS ELEMENTARY, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, HELLEN CARO ELEMENTARY, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY (NEW), NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY					
District Wide Mechanical Systems Replacement, Repair and Controls	\$0	\$0	\$400,000	\$400,000	\$400,000	\$1,200,000
Locations	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, C A WEIS ELEMENTARY, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, HELLEN CARO ELEMENTARY, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY (NEW), NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY					
District Wide Preventative Maintenance	\$0	\$0	\$300,000	\$300,000	\$283,107	\$883,107
Locations	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, C A WEIS ELEMENTARY, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY (NEW), NAVY POINT ELEMENTARY, NEW DOWNTOWN ELEMENTARY SCHOOL, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PACE ADMINISTRATION OFFICE, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, W J WOODHAM MIDDLE SCHOOL, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST PENSACOLA ELEMENTARY					
<b>Total:</b>	<b>\$2,051,788</b>	<b>\$2,618,582</b>	<b>\$4,748,582</b>	<b>\$4,587,816</b>	<b>\$4,351,689</b>	<b>\$18,358,457</b>

**Local 1.50 Mill Expenditure For Maintenance, Repair and Renovation**

Anticipated expenditures expected from local funding sources over the years covered by the current work plan.

Item	2011 - 2012 Actual Budget	2012 - 2013 Projected	2013 - 2014 Projected	2014 - 2015 Projected	2015 - 2016 Projected	Total
Remaining Maint and Repair from 1.5 Mills	\$2,051,788	\$1,533,363	\$2,328,635	\$1,620,305	\$1,159,087	\$8,693,178
Maintenance/Repair Salaries	\$0	\$0	\$0	\$0	\$0	\$0
School Bus Purchases	\$1,841,992	\$2,828,914	\$3,000,000	\$3,000,000	\$3,100,000	\$13,770,906
Other Vehicle Purchases	\$150,000	\$0	\$0	\$0	\$0	\$150,000
Capital Outlay Equipment	\$2,742,497	\$3,000,000	\$1,659,139	\$2,000,000	\$2,000,000	\$11,401,636
Rent/Lease Payments	\$0	\$0	\$0	\$0	\$0	\$0
COP Debt Service	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$25,000,000
Rent/Lease Relocatables	\$0	\$0	\$0	\$0	\$0	\$0
Environmental Problems	\$0	\$0	\$0	\$0	\$0	\$0
s.1011.14 Debt Service	\$0	\$0	\$0	\$0	\$0	\$0
Special Facilities Construction Account	\$0	\$0	\$0	\$0	\$0	\$0
Premiums for Property Casualty Insurance - 1011.71 (4a,b)	\$0	\$0	\$0	\$0	\$0	\$0
Qualified School Construction Bonds (QSCB)	\$0	\$0	\$0	\$0	\$0	\$0
Qualified Zone Academy Bonds (QZAB)	\$0	\$0	\$0	\$0	\$0	\$0
Property Insurance	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$15,000,000
Maintenance Transfer	\$6,628,066	\$6,628,066	\$6,628,066	\$6,628,066	\$6,628,066	\$33,140,330
<b>Local Expenditure Totals:</b>	<b>\$21,414,343</b>	<b>\$21,990,343</b>	<b>\$21,615,840</b>	<b>\$21,248,371</b>	<b>\$20,887,153</b>	<b>\$107,156,050</b>

**Revenue**

**1.50 Mill Revenue Source**

Schedule of Estimated Capital Outlay Revenue from each currently approved source which is estimated to be available for expenditures on the projects included in the tentative district facilities work program. All amounts are NET after considering carryover balances, interest earned, new COP's, 1011.14 and 1011.15 loans, etc. Districts cannot use 1.5-Mill funds for salaries except for those explicitly associated with maintenance/repair projects. (1011.71 (5), F.S.)

Item	Fund	2011 - 2012 Actual Value	2012 - 2013 Projected	2013 - 2014 Projected	2014 - 2015 Projected	2015 - 2016 Projected	Total
(1) Non-exempt property assessed valuation		\$14,871,071,462	\$15,271,071,462	\$15,011,000,000	\$14,755,813,000	\$14,504,967,179	\$74,413,923,103
(2) The Millega projected for discretionary capital outlay per s.1011.71		1.50	1.50	1.50	1.50	1.50	
(3) Full value of the 1.50-Mill discretionary capital outlay per s.1011.71		\$24,983,400	\$25,655,400	\$25,218,480	\$24,789,766	\$24,368,345	\$125,015,391
(4) Value of the portion of the 1.50-Mill ACTUALLY levied	370	\$21,414,343	\$21,990,343	\$21,615,840	\$21,248,371	\$20,887,153	\$107,156,050
(5) Difference of lines (3) and (4)		\$3,569,057	\$3,665,057	\$3,602,640	\$3,541,395	\$3,481,192	\$17,859,341

**PECO Revenue Source**

The figure in the row designated "PECO Maintenance" will be subtracted from funds available for new construction because PECO maintenance dollars cannot be used for new construction.

Item	Fund	2011 - 2012 Actual Budget	2012 - 2013 Projected	2013 - 2014 Projected	2014 - 2015 Projected	2015 - 2016 Projected	Total
PECO New Construction	340	\$0	\$0	\$5,588,394	\$4,036,897	\$1,976,849	\$11,602,140
PECO Maintenance Expenditures		\$0	\$1,085,219	\$2,419,947	\$2,967,511	\$3,192,602	\$9,665,279
		\$0	\$1,085,219	\$8,008,341	\$7,004,408	\$5,169,451	\$21,267,419

**CO & DS Revenue Source**

Revenue from Capital Outlay and Debt Service funds.

Item	Fund	2011 - 2012 Actual Budget	2012 - 2013 Projected	2013 - 2014 Projected	2014 - 2015 Projected	2015 - 2016 Projected	Total
CO & DS Cash Flow-through Distributed	360	\$179,241	\$179,241	\$179,241	\$179,241	\$179,241	\$896,205
CO & DS Interest on Undistributed CO	360	\$17,411	\$17,411	\$17,411	\$17,411	\$17,411	\$87,055
		\$196,652	\$196,652	\$196,652	\$196,652	\$196,652	\$983,260

**Fair Share Revenue Source**

All legally binding commitments for proportionate fair-share mitigation for impacts on public school facilities must be included in the 5-year district work program. Nothing reported for this section.

**Sales Surtax Referendum**

Specific information about any referendum for a 1-cent or 1/2-cent surtax referendum during the previous year.

Did the school district hold a surtax referendum during the past fiscal year 2010 - 2011?

No

**Additional Revenue Source**

Any additional revenue sources

Item	2011 - 2012 Actual Value	2012 - 2013 Projected	2013 - 2014 Projected	2014 - 2015 Projected	2015 - 2016 Projected	Total
Charter School Capital Outlay	\$332,356	\$332,356	\$332,356	\$332,356	\$332,356	\$1,661,780
Proceeds from a s.1011.14/15 F.S. Loans	\$0	\$0	\$0	\$0	\$0	\$0
District Bonds - Voted local bond referendum proceeds per s.9, Art VII State Constitution	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Special Act Bonds	\$0	\$0	\$0	\$0	\$0	\$0

Estimated Revenue from CO & DS Bond Sale	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Voted Capital Improvements millage	\$0	\$0	\$0	\$0	\$0	\$0
Other Revenue for Other Capital Projects	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from 1/2 cent sales surtax authorized by school board	\$19,000,000	\$19,000,000	\$19,000,000	\$19,000,000	\$19,000,000	\$95,000,000
Proceeds from local governmental infrastructure sales surtax	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Certificates of Participation (COP's) Sale	\$0	\$0	\$0	\$0	\$0	\$0
Classrooms First Bond proceeds amount authorized in FY 1997-98	\$0	\$0	\$0	\$0	\$0	\$0
Classrooms for Kids	\$0	\$0	\$0	\$0	\$0	\$0
District Equity Recognition	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grants	\$0	\$0	\$0	\$0	\$0	\$0
Proportionate share mitigation (actual cash revenue only, not in kind donations)	\$0	\$0	\$0	\$0	\$0	\$0
Impact fees received	\$0	\$0	\$0	\$0	\$0	\$0
Private donations	\$0	\$0	\$0	\$0	\$0	\$0
Grants from local governments or not-for-profit organizations	\$0	\$0	\$0	\$0	\$0	\$0
Interest, Including Profit On Investment	\$0	\$0	\$0	\$0	\$0	\$0
Revenue from Bonds pledging proceeds from 1 cent or 1/2 cent Sales Surtax	\$0	\$0	\$0	\$0	\$0	\$0
Total Fund Balance Carried Forward	\$80,500,543	\$0	\$0	\$0	\$0	\$80,500,543
General Capital Outlay Obligated Fund Balance Carried Forward From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Special Facilities Construction Account	\$0	\$0	\$0	\$0	\$0	\$0
One Cent - 1/2 Cent Sales Surtax Debt Service From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Capital Outlay Projects Funds Balance Carried Forward From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
<b>Subtotal</b>	<b>\$99,832,899</b>	<b>\$19,332,356</b>	<b>\$19,332,356</b>	<b>\$19,332,356</b>	<b>\$19,332,356</b>	<b>\$177,162,323</b>

**Total Revenue Summary**

Item Name	2011 - 2012 Budget	2012 - 2013 Projected	2013 - 2014 Projected	2014 - 2015 Projected	2015 - 2016 Projected	Five Year Total
Local 1.5 Mill Discretionary Capital Outlay Revenue	\$21,414,343	\$21,990,343	\$21,615,840	\$21,248,371	\$20,887,153	\$107,156,050
PECO and 1.5 Mill Maint and Other 1.5 Mill Expenditures	(\$21,414,343)	(\$21,990,343)	(\$21,615,840)	(\$21,248,371)	(\$20,887,153)	(\$107,156,050)

PECO Maintenance Revenue	\$0	\$1,085,219	\$2,419,947	\$2,967,511	\$3,192,602	\$9,665,279
<i>Available 1.50 Mill for New Construction</i>	\$0	\$0	\$0	\$0	\$0	\$0

Item Name	2011 - 2012 Budget	2012 - 2013 Projected	2013 - 2014 Projected	2014 - 2015 Projected	2015 - 2016 Projected	Five Year Total
CO & DS Revenue	\$196,652	\$196,652	\$196,652	\$196,652	\$196,652	\$983,260
PECO New Construction Revenue	\$0	\$0	\$5,588,394	\$4,036,897	\$1,976,849	\$11,602,140
Other/Additional Revenue	\$99,832,899	\$19,332,356	\$19,332,356	\$19,332,356	\$19,332,356	\$177,162,323
<b>Total Additional Revenue</b>	<b>\$100,029,551</b>	<b>\$19,529,008</b>	<b>\$25,117,402</b>	<b>\$23,565,905</b>	<b>\$21,505,857</b>	<b>\$189,747,723</b>
<b>Total Available Revenue</b>	<b>\$100,029,551</b>	<b>\$19,529,008</b>	<b>\$25,117,402</b>	<b>\$23,565,905</b>	<b>\$21,505,857</b>	<b>\$189,747,723</b>

## Project Schedules

### Capacity Project Schedules

A schedule of capital outlay projects necessary to ensure the availability of satisfactory classrooms for the projected student enrollment in K-12 programs.

Project Description	Location		2011 - 2012	2012 - 2013	2013 - 2014	2014 - 2015	2015 - 2016	Total	Funded
12 classroom addition	BELLVIEW ELEMENTARY	Planned Cost:	\$500,000	\$0	\$0	\$0	\$0	\$500,000	Yes
		Student Stations:	240	0	0	0	0	240	
		Total Classrooms:	12	0	0	0	0	12	
		Gross Sq Ft:	17,930	0	0	0	0	17,930	
10 classroom addition	J H WORKMAN MIDDLE	Planned Cost:	\$500,000	\$0	\$0	\$0	\$0	\$500,000	Yes
		Student Stations:	220	0	0	0	0	220	
		Total Classrooms:	10	0	0	0	0	10	
		Gross Sq Ft:	15,223	0	0	0	0	15,223	
6 classroom addition	L D MCARTHUR ELEMENTARY	Planned Cost:	\$500,000	\$0	\$0	\$0	\$0	\$500,000	Yes
		Student Stations:	108	0	0	0	0	108	
		Total Classrooms:	6	0	0	0	0	6	
		Gross Sq Ft:	14,943	0	0	0	0	14,943	

New Westside K-8 School	Location not specified	Planned Cost:	\$5,000,000	\$0	\$0	\$0	\$0	\$5,000,000	Yes
		Student Stations:	0	1,376	0	0	0	1,376	
		Total Classrooms:	0	73	0	0	0	73	
		Gross Sq Ft:	0	233,808	0	0	0	233,808	

Planned Cost:	\$6,500,000	\$0	\$0	\$0	\$0	\$6,500,000
Student Stations:	568	1,376	0	0	0	1,944
Total Classrooms:	28	73	0	0	0	101
Gross Sq Ft:	48,096	233,808	0	0	0	281,904

**Other Project Schedules**

Major renovations, remodeling, and additions of capital outlay projects that do not add capacity to schools.

Project Description	Location	2011 - 2012 Actual Budget	2012 - 2013 Projected	2013 - 2014 Projected	2014 - 2015 Projected	2015 - 2016 Projected	Total	Funded
Core Facilities PH I	WARRINGTON MIDDLE	\$1,500,000	\$0	\$0	\$0	\$0	\$1,500,000	Yes
Half Cent Sales Surtax Projects as listed in the Educational Plant Survey (includes fencing, roofing, etc.)	Location not specified	\$9,500,000	\$19,000,000	\$19,000,000	\$19,000,000	\$19,000,000	\$85,500,000	Yes
COBI Bonds Carryover	Location not specified	\$242,574	\$0	\$0	\$0	\$0	\$242,574	Yes
1.5 Mill Carryover	Location not specified	\$14,421,647	\$0	\$0	\$0	\$0	\$14,421,647	Yes
Half Cent Sales Tax Carryover	Location not specified	\$62,983,774	\$0	\$0	\$0	\$0	\$62,983,774	Yes
LCIF Carryover	Location not specified	\$990,704	\$0	\$0	\$0	\$0	\$990,704	Yes
CO & DS Flow Through Carryover	Location not specified	\$883,521	\$0	\$0	\$0	\$0	\$883,521	Yes
PECO Maintenance Carryover	Location not specified	\$955,318	\$0	\$0	\$0	\$0	\$955,318	Yes
PECO Construction Carryover	Location not specified	\$23,005	\$0	\$0	\$0	\$0	\$23,005	Yes
Charter School Capital Outlay	Location not specified	\$332,356	\$332,356	\$332,356	\$332,356	\$332,356	\$1,661,780	Yes
Classrooms for Kids Carryover	Location not specified	\$0	\$0	\$0	\$0	\$0	\$0	Yes
Facilities Systems - Roofing	Location not specified	\$750,000	\$0	\$2,000,000	\$2,000,000	\$1,976,849	\$6,726,849	Yes
Facilities Systems - Mechanical Life Safety	Location not specified	\$750,000	\$0	\$833,348	\$0	\$0	\$1,583,348	Yes
District Wide Safety to Life	Location not specified	\$196,652	\$196,652	\$2,951,698	\$2,233,549	\$196,652	\$5,775,203	Yes
		\$93,529,551	\$19,529,008	\$25,117,402	\$23,565,905	\$21,505,857	\$183,247,723	

**Additional Project Schedules**

Any projects that are not identified in the last approved educational plant survey.

Nothing reported for this section.

**Non Funded Growth Management Project Schedules**

Schedule indicating which projects, due to planned development, that CANNOT be funded from current revenues projected over the next five years.

Nothing reported for this section.

# Tracking

## Capacity Tracking

Location	2011 - 2012 Satis. Stu. Sta.	Actual 2011 - 2012 FISH Capacity	Actual 2010 - 2011 COFTE	# Class Rooms	Actual Average 2011 - 2012 Class Size	Actual 2011 - 2012 Utilization	New Stu. Capacity	New Rooms to be Added/Removed	Projected 2015 - 2016 COFTE	Projected 2015 - 2016 Utilization	Projected 2015 - 2016 Class Size
HELLEN CARO ELEMENTARY	951	951	912	51	18	96.00 %	0	0	850	89.00 %	17
JIM ALLEN ELEMENTARY	780	780	652	40	16	84.00 %	0	0	735	94.00 %	18
BELLVIEW ELEMENTARY	1,008	1,008	672	52	13	67.00 %	-108	-6	796	88.00 %	17
BELLVIEW MIDDLE	1,457	1,311	1,108	66	17	84.00 %	0	0	875	67.00 %	13
BRATT ELEMENTARY	586	586	422	29	15	72.00 %	0	0	423	72.00 %	15
BRENTWOOD ELEMENTARY	607	607	536	33	16	88.00 %	36	2	525	82.00 %	15
ESCAMBIA SENIOR HIGH	2,183	2,073	1,802	89	20	87.00 %	0	0	1,500	72.00 %	17
FERRY PASS ELEMENTARY	735	735	707	39	18	96.00 %	0	0	581	79.00 %	15
BROWN BARGE MIDDLE	1,046	941	618	49	13	66.00 %	0	0	590	63.00 %	12
BYRNEVILLE ELEMENTARY-CHARTER SCHOOL	98	98	161	5	32	165.00 %	0	0	180	184.00 %	36
CARVER/CENTURY K-8	525	0	0	26	0	0.00 %	0	0	0	0.00 %	0
A V CLUBBS ALTERNATIVE	330	0	0	15	0	0.00 %	0	0	0	0.00 %	0
MYRTLE GROVE ELEMENTARY	721	721	661	38	17	92.00 %	0	0	612	85.00 %	16
NAVY POINT ELEMENTARY	585	585	436	32	14	74.00 %	0	0	410	70.00 %	13
RANSOM MIDDLE	1,696	1,526	1,312	72	18	86.00 %	0	0	1,275	84.00 %	18
CORDOVA PARK ELEMENTARY	746	746	659	39	17	88.00 %	0	0	650	87.00 %	17
EDGEWATER ELEMENTARY	412	0	0	22	0	0.00 %	0	0	0	0.00 %	0
ENSLEY ELEMENTARY	453	453	407	24	17	90.00 %	18	1	450	96.00 %	18
PLEASANT GROVE ELEMENTARY	578	578	667	31	22	115.00 %	36	2	565	92.00 %	17
SCENIC HEIGHTS ELEMENTARY	825	825	782	44	18	95.00 %	0	0	689	84.00 %	16
O J SEMMES ELEMENTARY	500	500	263	26	10	53.00 %	54	3	497	90.00 %	17
FERRY PASS MIDDLE	1,183	1,064	946	52	18	89.00 %	0	0	943	89.00 %	18
GEORGE S HALLMARK ELEMENTARY	336	336	211	18	12	63.00 %	-336	-18	0	0.00 %	0

MONTCLAIR ELEMENTARY	584	584	333	30	11	57.00 %	0	0	325	56.00 %	11
ERNEST WARD MIDDLE	635	571	480	28	17	84.00 %	0	0	440	77.00 %	16
WARRINGTON ELEMENTARY	748	748	516	39	13	69.00 %	0	0	449	60.00 %	12
WARRINGTON MIDDLE	1,268	1,141	731	53	14	64.00 %	0	0	795	70.00 %	15
OAKCREST ELEMENTARY	623	623	449	33	14	72.00 %	0	0	430	69.00 %	13
PENSACOLA SENIOR HIGH	1,954	1,856	1,594	82	19	86.00 %	0	0	1,100	59.00 %	13
PINE MEADOW ELEMENTARY	967	967	845	51	17	87.00 %	36	2	762	76.00 %	14
J H WORKMAN MIDDLE	1,274	1,146	936	59	16	82.00 %	0	0	899	78.00 %	15
REINHARDT HOLM ELEMENTARY	669	669	491	36	14	73.00 %	0	0	545	81.00 %	15
ALLIE YNIESTRA ELEMENTARY	445	445	257	24	11	58.00 %	0	0	0	0.00 %	0
SHERWOOD ELEMENTARY	709	709	533	36	15	75.00 %	0	0	582	82.00 %	16
A K SUTER ELEMENTARY	351	351	400	19	21	114.00 %	144	8	469	95.00 %	17
J M TATE SENIOR HIGH	2,194	2,084	1,921	97	20	92.00 %	0	0	1,862	89.00 %	19
SID NELSON COMMUNITY LEARNING CENTER	220	0	0	22	0	0.00 %	0	0	0	0.00 %	0
W J WOODHAM MIDDLE SCHOOL	1,704	1,533	913	72	13	60.00 %	0	0	953	62.00 %	13
JUDY ANDREWS SCHOOL	300	300	52	12	4	17.00 %	0	0	47	16.00 %	4
SPENCER BIBBS ELEMENTARY	439	439	243	23	11	55.00 %	-439	-23	0	0.00 %	0
C A WEIS ELEMENTARY	641	641	464	36	13	72.00 %	0	0	500	78.00 %	14
WEST PENSACOLA ELEMENTARY	721	721	500	38	13	69.00 %	0	0	447	62.00 %	12
LONGLEAF ELEMENTARY	816	816	718	43	17	88.00 %	0	0	796	98.00 %	19
L D MCARTHUR ELEMENTARY	823	823	704	45	16	86.00 %	0	0	729	89.00 %	16
ESCAMBIA WESTGATE CENTER	391	391	232	38	6	59.00 %	0	0	180	46.00 %	5
BEULAH ELEMENTARY	933	933	845	50	17	91.00 %	54	3	830	84.00 %	16
MCMILLAN PRE-K CENTER	365	365	84	21	4	23.00 %	0	0	180	49.00 %	9
LINCOLN PARK ELEMENTARY	461	461	226	24	9	49.00 %	0	0	253	55.00 %	11
R C LIPSCOMB ELEMENTARY	1,038	1,038	945	55	17	91.00 %	0	0	814	78.00 %	15
ROY L HYATT ENVIRONMENTAL CENTER	42	0	0	3	0	0.00 %	0	0	0	0.00 %	0
JIM C BAILEY MIDDLE	1,597	1,437	1,480	69	21	103.00 %	0	0	1,233	86.00 %	18
NORTHVIEW SENIOR HIGH	662	529	538	28	19	102.00 %	0	0	400	76.00 %	14

GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY	1,698	2,037	1,287	82	16	63.00 %	0	0	1,246	61.00 %	15
PINE FOREST SENIOR HIGH	2,102	1,996	1,733	87	20	87.00 %	0	0	1,200	60.00 %	14
ESEAL CENTER	158	158	183	15	12	116.00 %	0	0	0	0.00 %	0
N B COOK ELEMENTARY (NEW)	680	680	659	35	19	97.00 %	0	0	650	96.00 %	19
BLUE ANGELS ELEMENTARY	815	815	872	43	20	107.00 %	54	3	850	98.00 %	18
MOLINO PARK ELEMENTARY	774	774	387	37	10	50.00 %	0	0	439	57.00 %	12
NEW DOWNTOWN ELEMENTARY SCHOOL	838	0	0	46	0	0.00 %	0	0	697	0.00 %	15
WASHINGTON SENIOR HIGH	1,931	1,834	1,563	81	19	85.00 %	0	0	1,588	87.00 %	20
	<b>50,911</b>	<b>47,039</b>	<b>38,047</b>	<b>2,484</b>	<b>15</b>	<b>80.88 %</b>	<b>-451</b>	<b>-23</b>	<b>35,836</b>	<b>76.92 %</b>	<b>15</b>

The COFTE Projected Total (35,836) for 2015 - 2016 must match the Official Forecasted COFTE Total (35,837 ) for 2015 - 2016 before this section can be completed. In the event that the COFTE Projected Total does not match the Official forecasted COFTE, then the Balanced Projected COFTE Table should be used to balance COFTE.

Projected COFTE for 2015 - 2016	
Elementary (PK-3)	13,189
Middle (4-8)	13,704
High (9-12)	8,943
	<b>35,837</b>

Grade Level Type	Balanced Projected COFTE for 2015 - 2016
Elementary (PK-3)	0
Middle (4-8)	0
High (9-12)	0
	<b>35,836</b>

**Relocatable Replacement**

Number of relocatable classrooms clearly identified and scheduled for replacement in the school board adopted financially feasible 5-year district work program.

Location	2011 - 2012	2012 - 2013	2013 - 2014	2014 - 2015	2015 - 2016	Year 5 Total
BLUE ANGELS ELEMENTARY	3	0	0	0	0	3
J H WORKMAN MIDDLE	7	0	0	0	0	7
A K SUTER ELEMENTARY	4	0	0	0	0	4
RANSOM MIDDLE	6	0	0	0	0	6
BELLVIEW ELEMENTARY	10	0	0	0	0	10
<b>Total Relocatable Replacements:</b>	<b>30</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30</b>

**Charter Schools Tracking**

Information regarding the use of charter schools.

Location-Type	# Relocatable units or permanent classrooms	Owner	Year Started or Scheduled	Student Stations	Students Enrolled	Years in Contract	Total Charter Students projected for 2015 - 2016
Pensacola Beach Elementary	6	PRIVATE	2002	160	135	6	144
Beulah Academy of Science	13	PRIVATE	1998	286	264	15	286
Jacqueline Harris Preparatory	12	PRIVATE	2001	260	222	10	270
Escambia Charter School	12	COUNTY GOVERNMENT	1996	300	114	3	150
Capstone Academy	4	OTHER	2004	27	27	3	32
A.A. Dixon	19	PRIVATE	2010	240	192	3	300
Newpoint Academy	14	PRIVATE	2011	300	198	5	598
Newpoint Pensacola	14	PRIVATE	2011	300	117	5	600
	<b>94</b>			<b>1,873</b>	<b>1,269</b>		<b>2,380</b>

**Special Purpose Classrooms Tracking**

The number of classrooms that will be used for certain special purposes in the current year, by facility and type of classroom, that the district will, 1), not use for educational purposes, and 2), the co-teaching classrooms that are not open plan classrooms and will be used for educational purposes.

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
<b>Total Educational Classrooms:</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
<b>Total Co-Teaching Classrooms:</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Infrastructure Tracking**

Necessary offsite infrastructure requirements resulting from expansions or new schools. This section should include infrastructure information related to capacity project schedules and other project schedules (Section 4).

Will require water, sewer, fire protection, electricity and telecommunications to support new Westside K-8 School.

Proposed location of planned facilities, whether those locations are consistent with the comprehensive plans of all affected local governments, and recommendations for infrastructure and other improvements to land adjacent to existing facilities. Provisions of 1013.33(12), (13) and (14) and 1013.36 must be addressed for new facilities planned within the 1st three years of the plan (Section 5).

Property to be purchased on the westside of county.

Consistent with Comp Plan? Yes

**Net New Classrooms**

The number of classrooms, by grade level and type of construction, that were added during the last fiscal year.

List the net new classrooms added in the 2010 - 2011 fiscal year.					List the net new classrooms to be added in the 2011 - 2012 fiscal year.			
"Classrooms" is defined as capacity carrying classrooms that are added to increase capacity to enable the district to meet the Class Size Amendment.					Totals for fiscal year 2011 - 2012 should match totals in Section 15A.			
Location	2010 - 2011 # Permanent	2010 - 2011 # Modular	2010 - 2011 # Relocatable	2010 - 2011 Total	2011 - 2012 # Permanent	2011 - 2012 # Modular	2011 - 2012 # Relocatable	2011 - 2012 Total
Elementary (PK-3)	0	0	0	0	18	0	0	18
Middle (4-8)	0	0	0	0	10	0	0	10
High (9-12)	0	0	0	0	0	0	0	0
	0	0	0	0	28	0	0	28

**Relocatable Student Stations**

Number of students that will be educated in relocatable units, by school, in the current year, and the projected number of students for each of the years in the workplan.

Site	2011 - 2012	2012 - 2013	2013 - 2014	2014 - 2015	2015 - 2016	5 Year Average
JIM ALLEN ELEMENTARY	18	18	18	18	18	18
BELLVIEW ELEMENTARY	102	36	36	36	36	49
BELLVIEW MIDDLE	176	176	176	176	176	176
BRATT ELEMENTARY	44	44	44	44	44	44
BRENTWOOD ELEMENTARY	80	116	116	116	116	109
BROWN BARGE MIDDLE	103	103	103	103	103	103
BYRNEVILLE ELEMENTARY-CHARTER SCHOOL	98	98	98	98	98	98
CARVER/CENTURY K-8	0	0	0	0	0	0
A V CLUBBS ALTERNATIVE	0	0	0	0	0	0
RANSOM MIDDLE	242	242	242	242	242	242
CORDOVA PARK ELEMENTARY	98	98	98	98	98	98
EDGEWATER ELEMENTARY	0	0	0	0	0	0
ENSLEY ELEMENTARY	0	0	0	0	0	0
ESCAMBIA SENIOR HIGH	99	99	99	99	99	99
FERRY PASS ELEMENTARY	148	148	148	148	148	148
FERRY PASS MIDDLE	66	66	66	66	66	66
GEORGE S HALLMARK ELEMENTARY	18	0	0	0	0	4
MONTCLAIR ELEMENTARY	18	18	18	18	18	18
MYRTLE GROVE ELEMENTARY	108	108	108	108	108	108
NAVY POINT ELEMENTARY	0	0	0	0	0	0
LINCOLN PARK ELEMENTARY	22	22	22	22	22	22
SID NELSON COMMUNITY LEARNING CENTER	0	0	0	0	0	0

W J WOODHAM MIDDLE SCHOOL	0	0	0	0	0	0
GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY	25	25	25	25	25	25
PINE FOREST SENIOR HIGH	100	100	100	100	100	100
LONGLEAF ELEMENTARY	18	18	18	18	18	18
L D MCARTHUR ELEMENTARY	44	44	44	44	44	44
ESCAMBIA WESTGATE CENTER	20	20	20	20	20	20
BEULAH ELEMENTARY	194	202	256	256	256	233
WASHINGTON SENIOR HIGH	25	25	25	25	25	25
R C LIPSCOMB ELEMENTARY	224	224	224	224	224	224
ROY L HYATT ENVIRONMENTAL CENTER	0	0	0	0	0	0
JIM C BAILEY MIDDLE	230	230	230	230	230	230
NORTHVIEW SENIOR HIGH	0	0	0	0	0	0
MOLINO PARK ELEMENTARY	0	0	0	0	0	0
HELLEN CARO ELEMENTARY	168	168	168	168	168	168
OAKCREST ELEMENTARY	116	116	116	116	116	116
PENSACOLA SENIOR HIGH	30	30	30	30	30	30
PINE MEADOW ELEMENTARY	164	164	164	164	164	164
PLEASANT GROVE ELEMENTARY	90	90	90	90	90	90
SCENIC HEIGHTS ELEMENTARY	82	82	82	82	82	82
O J SEMMES ELEMENTARY	0	0	0	0	0	0
SHERWOOD ELEMENTARY	18	18	18	18	18	18
A K SUTER ELEMENTARY	40	40	0	0	0	16
J M TATE SENIOR HIGH	25	25	25	25	25	25
ERNEST WARD MIDDLE	22	22	22	22	22	22
WARRINGTON ELEMENTARY	203	203	203	203	203	203
WARRINGTON MIDDLE	0	0	0	0	0	0
C A WEIS ELEMENTARY	0	0	0	0	0	0
WEST PENSACOLA ELEMENTARY	54	54	54	54	54	54
J H WORKMAN MIDDLE	44	44	44	44	44	44
REINHARDT HOLM ELEMENTARY	0	0	0	0	0	0
ALLIE YNIESTRA ELEMENTARY	97	0	0	0	0	19
JUDY ANDREWS SCHOOL	0	0	0	0	0	0
SPENCER BIBBS ELEMENTARY	0	0	0	0	0	0
MCMILLAN PRE-K CENTER	126	126	126	126	126	126
ESEAL CENTER	0	0	0	0	0	0

N B COOK ELEMENTARY (NEW)	0	0	0	0	0	0
BLUE ANGELS ELEMENTARY	62	62	62	62	62	62
NEW DOWNTOWN ELEMENTARY SCHOOL	0	0	0	0	0	0

Totals for ESCAMBIA COUNTY SCHOOL DISTRICT						
Total students in relocatables by year.	3,661	3,524	3,538	3,538	3,538	3,560
Total number of COFTE students projected by year.	37,913	37,705	37,129	36,514	35,837	37,020
Percent in relocatables by year.	10 %	9 %	10 %	10 %	10 %	10 %

**Leased Facilities Tracking**

Existing leased facilities and plans for the acquisition of leased facilities, including the number of classrooms and student stations, as reported in the educational plant survey, that are planned in that location at the end of the five-year workplan.

Location	# of Leased Classrooms 2011 - 2012	FISH Student Stations	Owner	# of Leased Classrooms 2015 - 2016	FISH Student Stations
BROWN BARGE MIDDLE	0	0		0	0
BYRNEVILLE ELEMENTARY-CHARTER SCHOOL	0	0		0	0
CARVER/CENTURY K-8	0	0		0	0
A V CLUBBS ALTERNATIVE	0	0		0	0
RANSOM MIDDLE	0	0		0	0
CORDOVA PARK ELEMENTARY	0	0		0	0
EDGEWATER ELEMENTARY	0	0		0	0
ENSLEY ELEMENTARY	0	0		0	0
ESCAMBIA SENIOR HIGH	0	0		0	0
FERRY PASS ELEMENTARY	0	0		0	0
FERRY PASS MIDDLE	0	0		0	0
GEORGE S HALLMARK ELEMENTARY	0	0		0	0
MONTCLAIR ELEMENTARY	0	0		0	0
MYRTLE GROVE ELEMENTARY	0	0		0	0
NAVY POINT ELEMENTARY	0	0		0	0
OAKCREST ELEMENTARY	0	0		0	0
PENSACOLA SENIOR HIGH	0	0		0	0
PINE MEADOW ELEMENTARY	0	0		0	0
PLEASANT GROVE ELEMENTARY	0	0		0	0
SCENIC HEIGHTS ELEMENTARY	0	0		0	0
O J SEMMES ELEMENTARY	0	0		0	0
SHERWOOD ELEMENTARY	0	0		0	0

A K SUTER ELEMENTARY	0	0	0	0
J M TATE SENIOR HIGH	0	0	0	0
ERNEST WARD MIDDLE	0	0	0	0
WARRINGTON ELEMENTARY	0	0	0	0
WARRINGTON MIDDLE	0	0	0	0
C A WEIS ELEMENTARY	0	0	0	0
WEST PENSACOLA ELEMENTARY	0	0	0	0
J H WORKMAN MIDDLE	0	0	0	0
REINHARDT HOLM ELEMENTARY	0	0	0	0
ALLIE YNIESTRA ELEMENTARY	0	0	0	0
JUDY ANDREWS SCHOOL	0	0	0	0
SPENCER BIBBS ELEMENTARY	0	0	0	0
MCMILLAN PRE-K CENTER	0	0	0	0
LINCOLN PARK ELEMENTARY	0	0	0	0
SID NELSON COMMUNITY LEARNING CENTER	0	0	0	0
W J WOODHAM MIDDLE SCHOOL	0	0	0	0
GEO STONE / W FL HI SCHOOL OF ADVANCED TECHNOLOGY	0	0	0	0
PINE FOREST SENIOR HIGH	0	0	0	0
LONGLEAF ELEMENTARY	0	0	0	0
L D MCARTHUR ELEMENTARY	0	0	0	0
ESCAMBIA WESTGATE CENTER	0	0	0	0
BEULAH ELEMENTARY	0	0	0	0
WASHINGTON SENIOR HIGH	0	0	0	0
R C LIPSCOMB ELEMENTARY	0	0	0	0
ROY L HYATT ENVIRONMENTAL CENTER	0	0	0	0
JIM C BAILEY MIDDLE	0	0	0	0
NORTHVIEW SENIOR HIGH	0	0	0	0
ESEAL CENTER	0	0	0	0
N B COOK ELEMENTARY (NEW)	0	0	0	0
BLUE ANGELS ELEMENTARY	0	0	0	0
MOLINO PARK ELEMENTARY	0	0	0	0
NEW DOWNTOWN ELEMENTARY SCHOOL	0	0	0	0
HELLEN CARO ELEMENTARY	0	0	0	0
JIM ALLEN ELEMENTARY	0	0	0	0
BELLVIEW ELEMENTARY	0	0	0	0

BELLVIEW MIDDLE	0	0		0	0
BRATT ELEMENTARY	0	0		0	0
BRENTWOOD ELEMENTARY	0	0		0	0
	0	0		0	0

**Failed Standard Relocatable Tracking**

Relocatable units currently reported by school, from FISH, and the number of relocatable units identified as 'Failed Standards'.

Nothing reported for this section.

**Planning**

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**Class Size Reduction Planning**

Plans approved by the school board that reduce the need for permanent student stations such as acceptable school capacity levels, redistricting, busing, year-round schools, charter schools, magnet schools, public-private partnerships, multitrack scheduling, grade level organization, block scheduling, or other alternatives.

The School District of Escambia County has taken steps to address class-size reduction issues that include:

- Closing near or over-capacity schools to transfers
- Redistricting attendance zones
- Approving charter contracts as appropriate
- Establishing magnet programs in under-utilized sites
- Establishing our own virtual academy
- Increasing dual enrollment options

**School Closure Planning**

Plans for the closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues.

Allie Yniestra Elementary and Hallmark Elementary to close 2011. Plan to sell properties for approximately \$2 million. However, market value will fluctuate widely, considering volatility in the housing market and economy. Spencer Bibbs Elementary has also closed but the disposition of the facility is not known at this time.

**Five Year Survey - Ten Year Capacity**

ESCAMBIA COUNTY SCHOOL DISTRICT

9/16/2011

**Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K - 12 programs for the future 5 years beyond the 5-year district facilities work program.**

No items meet the criteria.

**Five Year Survey - Ten Year Infrastructure**

ESCAMBIA COUNTY SCHOOL DISTRICT

9/16/2011

**Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 6 thru 10 out years (Section 28).**

Not Specified

**Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 6 thru 10 out years (Section 29).**

Not Specified

Five Year Survey - Ten Year Maintenance

ESCAMBIA COUNTY SCHOOL DISTRICT

9/16/2011

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 6 - 10 beyond the projects plans detailed in the five years covered by the work plan.

No items match the criteria.

Five Year Survey - Ten Year Utilization

ESCAMBIA COUNTY SCHOOL DISTRICT

9/16/2011

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual FISH Capacity	Actual COFTE	Actual Utilization	Actual new Student Capacity to be added/removed	Projected COFTE	Projected Utilization
Elementary - District Totals	24,611	24,611	18,581.71	75.50 %	0	0	0.00 %
Middle - District Totals	12,474	11,224	8,836.85	78.73 %	0	0	0.00 %
High - District Totals	11,425	10,752	9,344.93	86.91 %	0	0	0.00 %
Other - ESE, etc	5,552	3,530	1,932.98	54.76 %	0	0	0.00 %
	<b>54,062</b>	<b>50,117</b>	<b>38,696.47</b>	<b>77.21 %</b>	<b>0</b>	<b>0</b>	<b>0.00 %</b>

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

### Five Year Survey - Twenty Year Capacity

ESCAMBIA COUNTY SCHOOL DISTRICT

9/16/2011

**Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K - 12 programs for the future 11 - 20 years beyond the 5-year district facilities work program.**

No items match the criteria.

### Five Year Survey - Twenty Year Infrastructure

ESCAMBIA COUNTY SCHOOL DISTRICT

9/16/2011

**Proposed Location of Planned New, Remodeled, or New Additions to Facilities in the 11 through 20 out years (Section 28).**

Not Specified

**Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 11 through 20 out years (Section 29).**

Not Specified

Five Year Survey - Twenty Year Maintenance

ESCAMBIA COUNTY SCHOOL DISTRICT

9/16/2011

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 11 - 20 beyond the projects plans detailed in the five years covered by the work plan.

No items match the criteria.

Five Year Survey - Twenty Year Utilization

ESCAMBIA COUNTY SCHOOL DISTRICT

9/16/2011

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual FISH Capacity	Actual COFTE	Actual Utilization	Actual new Student Capacity to be added/removed	Projected COFTE	Projected Utilization
Elementary - District Totals	24,611	24,611	18,581.71	75.50 %	0	0	0.00 %
Middle - District Totals	12,474	11,224	8,836.85	78.73 %	0	0	0.00 %
High - District Totals	11,425	10,752	9,344.93	86.91 %	0	0	0.00 %
Other - ESE, etc	5,552	3,530	1,932.98	54.76 %	0	0	0.00 %
	<b>54,062</b>	<b>50,117</b>	<b>38,696.47</b>	<b>77.21 %</b>	<b>0</b>	<b>0</b>	<b>0.00 %</b>

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

*FY 2012-2016 CIE Annual Update*

*Office of Management & Budget Documentation*

**Escambia County Government  
Office of Management & Budget  
Proposed Capital Improvement Program**

Description	Proposed Total 2011/12	2012/13	2013/14	2014/15	2015/16
<b>FUND: GENERAL FUND</b>					
<b>Facilities Management</b>					
1 Felix Miga - Replace Air Condensing Unit and Air Handler Unit (Comm Svcs)	2,500	0	0	0	0
1 Upgrade HVAC DDC Controls - Only (Jail - Main)	53,900	0	0	0	0
1 Replace Phase 1 - Dayroom Lights - Bulbs to LED (Jail - Main)	11,000	0	0	0	0
1 Light Retrofit for Energy Conservation (Miscellaneous Bldgs)	40,000	0	0	0	0
1 Install 44 Geothermal Wells (Public Safety)	100,000	0	0	0	0
1 Install Additional Variable Air Volume Box in Computer Rm (Sheriff Admin)	12,400	0	0	0	0
1 Replace Package Air Conditioners PAC-086 & PAC-117 (Sheriff SIU)	27,000	0	0	0	0
1 Replace Air Condensing Unit and Air Handler Unit (Toll Plaza)	3,200	0	0	0	0
1 Upgrade Parking Lot Lighting (Wind Mitigation)	3,500	0	0	0	0
<b>Information Resources</b>					
1 Desktop PC's (10)	12,500	0	0	0	0
1 Laptops (10)	12,500	0	0	0	0
1 BCC Server Upgrades	30,000	0	0	0	0
1 Fiber Network & LAN/WAN Hardware	25,000	0	0	0	0
1 GIS / EDM Hardware	20,000	0	0	0	0
<b>Public Information</b>					
1 Production Room Equipment Replacement	35,000	0	0	0	0
<b>Supervisor of Elections</b>					
1 Server (2)	18,000	0	0	0	0
1 Cisco Switch	7,000	0	0	0	0
<b>Total General Fund</b>	<b>413,500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND: ESCAMBIA COUNTY RESTRICTED FUND</b>					
<b>Safe Neighborhoods</b>					
101 Security Camera System	10,000	0	0	0	0
<b>Animal License Fees</b>					
101 Surgical Equipment Replacements	2,500	0	0	0	0
<b>Total Escambia County Restricted Fund</b>	<b>12,500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND: OTHER GRANTS AND PROJECTS</b>					
<b>CDBG Disaster Grant</b>					
110 Lakewood Area Sanitary Sewer & Related Improvements	2,900,000	0	0	0	0
<b>Florida Boating Improvement Funds</b>					
110 Replace and Enlarge Galvez Boat Ramp	60,000	0	0	0	0
<b>Total Other Grants and Projects Fund</b>	<b>2,960,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND: ARTICLE V FUND</b>					
<b>State Attorney - Escambia County (Circuit Criminal)</b>					
115 Laptops (15)	21,000	0	0	0	0
115 Replace 25% of 3 Servers (included external tape)	10,000	0	0	0	0
<b>State Attorney - Santa Rosa County</b>					
115 Laptop (1)	1,400	0	0	0	0
115 Replace 25% of 3 Servers (included external tape)	10,000	0	0	0	0
<b>State Attorney - Okaloosa County</b>					
115 Laptops (10)	14,000	0	0	0	0
115 Network Printers (2)	3,600	0	0	0	0
115 Replace 25% of 3 Servers (included external tape)	10,000	0	0	0	0
<b>State Attorney - Walton County</b>					
115 Server (1)	12,000	0	0	0	0

**Escambia County Government  
Office of Management & Budget  
Proposed Capital Improvement Program**

Description	Proposed Total 2011/12	2012/13	2013/14	2014/15	2015/16
115 Replace 25% of 5 Servers (includes external tape)	10,000	0	0	0	0
<b>Public Defender - Escambia County</b>					
115 Server (1)	20,000	0	0	0	0
115 STAC and BOMS annual maintenance fees	8,200	0	0	0	0
<b>Public Defender - Santa Rosa Technology</b>					
115 Server (1)	35,000	0	0	0	0
115 STAC and BOMS annual maintenance fees	8,200	0	0	0	0
<b>Public Defender - Okaloosa Technology</b>					
115 Server (1)	35,000	0	0	0	0
115 STAC and BOMS annual maintenance fees	8,200	0	0	0	0
<b>Public Defender - Walton Technology</b>					
115 Server (1)	35,000	0	0	0	0
115 STAC and BOMS annual maintenance fees	8,200	0	0	0	0
<b>Court Technology</b>					
115 Server (1)	4,000	0	0	0	0
<b>Court Security Division - Escambia County</b>					
115 Security Equipment	5,000	0	0	0	0
<b>Court Technology Division - Santa Rosa County</b>					
115 Server (1)	4,000	0	0	0	0
<b>Court Technology Division - Okaloosa County</b>					
115 Laptops (14)	17,500	0	0	0	0
115 Server (1)	4,000	0	0	0	0
<b>Total Article V Fund</b>	<b>284,300</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND: CDBG HUD ENTITLEMENT FUND</b>					
<b>2011 HUD Community Block Development</b>					
129 Fire Hydrant/Main Upgrade Improvements	151,500	0	0	0	0
129 County Facility H/C Access Improvements	50,000	0	0	0	0
129 Neighborhood Improvement Projects (CRA & County Projects TBD)	125,095	0	0	0	0
<b>2010 HUD Community Block Development</b>					
129 Fire Hydrant/Main Upgrade Improvements	17,500	0	0	0	0
129 County Facility H/C Access Improvements	125,000	0	0	0	0
129 Neighborhood Improvement Projects (CRA & County Projects TBD)	375,753	0	0	0	0
<b>2009 HUD Community Block Development</b>					
129 County Facility H/C Access Improvements	50,000	0	0	0	0
129 Neighborhood Improvement Projects (CRA & County Projects TBD)	200,000	0	0	0	0
<b>2008 HUD Community Block Development</b>					
129 County Facility H/C Access Improvements	40,000	0	0	0	0
<b>2007 HUD Community Block Development</b>					
129 Parks/Recreation Facility Improvements (Lexington Terrace)	9,383	0	0	0	0
<b>2006 HUD Community Block Development</b>					
129 Parks/Recreation Facility Improvements (Lexington Terrace)	10,000	0	0	0	0
<b>2002 HUD Community Block Development</b>					
129 Century Code Enforcement Services	33,000	0	0	0	0
<b>Total CDBG HUD Entitlement Fund</b>	<b>1,187,231</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND: COMMUNITY REDEVELOPMENT FUND</b>					

**Escambia County Government  
Office of Management & Budget  
Proposed Capital Improvement Program**

Description	Proposed Total 2011/12	2012/13	2013/14	2014/15	2015/16
<b>Community Redevelopment Brownsville</b>					
151 Sidewalks along Jackson Street	150,000	0	0	0	0
151 Property Acquisition - Frontera Circle	50,000	0	0	0	0
<b>Community Redevelopment Warrington</b>					
151 Juanita Williams Park Improvements	7,500	0	0	0	0
151 Davenport Bayou Sidewalk System	100,000	0	0	0	0
151 Navy Point Shoreline Restoration	45,000	0	0	0	0
<b>Community Redevelopment Palafox</b>					
151 Massachusetts Avenue Streetscapes	50,000	0	0	0	0
<b>Total Community Redevelopment Fund</b>	<b>402,500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND: MASTER DRAINAGE BASINS</b>					
<b>Engineering</b>					
181 Drainage Projects	55,733	0	0	0	0
<b>Total Master Drainage Basins</b>	<b>55,733</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND: LOCAL OPTION SALES TAX III</b>					
<b>Public Facilities &amp; Projects</b>					
352 Land Acquisition for Encroachment Issues	0	0	0	0	0
352 Voting Machine Replacements - Supervisor of Elections	194,575	3,533,483	0	180,620	85,000
352 Maintenance Shop/Storage - Main Jail	0	0	125,000	0	0
352 Stefanie Road Building Expansion/4H	150,000	1,350,000	0	0	0
<b>Judicial Capital Improvements</b>					
352 Build out Circuit Courtroom 4th Floor	194,250	0	0	0	0
352 Build out Judges Chambers on 5th Floor	0	0	2,000,000	0	0
352 Elevator Modernization for Judicial Bldg.	314,500	0	0	0	0
<b>Neighborhood &amp; Environmental Services (NESD)</b>					
352 Beachhaven Drainage Project	0	0	0	0	215,000
352 Brownfield Redevelopment	410,000	0	0	0	0
352 Canoe Creek Erosion Control	100,000	16,833	0	0	0
352 Chronic Homeless Transition/Transitional Housing for the Homeless	0	0	500,000	0	0
352 CRA Sewer Expansion: Beach Haven, Bellshead, Mob Hwy., Englewood	400,000	400,000	532,000	0	0
352 Environmentally Sensitive Lands Acquisition and Mitigation Bank	0	83,167	100,000	100,000	100,000
352 Jones Creek Restoration East	30,000	0	0	0	0
352 Maggie's Ditch	60,000	0	0	0	0
352 Mahogany Mill Road Extension to Audusson	0	0	350,000	0	0
352 Palafox Commerce Park Infrastructure	0	0	500,000	500,000	0
352 Palafox Streetscaping	0	650,000	0	0	0
352 Perdido Key Beach Access	300,000	0	0	0	0
<b>Parks and Recreation</b>					
352 Bayou Grande Park Development & Maintenance	0	0	300,000	1,700,000	0
352 Land Acquisition	200,000	200,000	200,000	200,000	200,000
352 McDavid Community Center	0	0	0	0	0
352 Park Development	1,009,719	1,110,702	1,510,702	1,110,702	1,110,702
352 Park Maintenance Equipment	68,182	68,182	68,182	68,182	68,182
352 Park Mowing	0	0	0	0	0
352 Equestrian Center Sound System Improvement	0	0	0	0	0
<b>Fire Services</b>					
352 Fire Station Kingsfield & 29	0	0	0	0	0
352 Fire Station in Beulah	0	0	0	1,904,380	0
352 Vehicle/Apparatus Replacement	250,001	998,659	998,659	998,659	998,659
<b>Public Safety</b>					
352 3/4 Ton Cab/Chassis and/or 4WD P/U	47,360	50,370	51,880	53,385	54,933
352 Ambulances	660,000	680,000	700,000	720,000	925,000
352 Defibrillators	0	0	0	960,000	0
352 Handheld Pulse OX/Cap Machines	0	0	40,000	0	0
352 Laptop Computers	30,000	31,200	32,400	44,800	34,800
352 Mobile Radios	37,600	38,400	39,200	40,000	52,000

**Escambia County Government**  
**Office of Management & Budget**  
**Proposed Capital Improvement Program**

Description	Proposed Total 2011/12	2012/13	2013/14	2014/15	2015/16
352 Portable Suctions	19,000	0	0	0	27,000
352 Stairchairs	0	0	0	30,000	0
352 Stretchers	0	0	0	150,000	0
352 Animal Transport Unit	14,900	15,347	15,807	16,281	16,770
352 Audio Visual Equipment Replacement	100,000	100,000	0	0	0
352 Portable Generator Replacement	0	0	0	22,000	22,000
352 Public Safety Vehicle 4x4 (Pre/Post Disaster)	30,000	0	38,000	135,000	62,000
352 Rebanding Initiative	1,298,338	0	0	0	0
352 Tractor/Chassis Replacement for Command Vehicle	0	0	0	300,000	0
<b>Transportation</b>					
352 Beulah Road Improvements/Beltway	500,000	0	0	0	0
352 Bridge Renovations	0	3,016,666	1,516,666	1,263,170	1,270,162
352 Burgess Road Sidewalks	0	0	0	0	350,000
352 Congestion Improvements	0	0	1,808,532	737,000	1,018,000
352 Dirt Road Paving	1,075,432	2,100,000	2,300,000	2,500,000	2,500,000
352 E Street (Leonard to Cervantes)	0	0	0	0	400,000
352 East/West Longleaf Drive	1,067,668	0	0	8,000,000	8,190,000
352 Gulf Beach Hwy Corridor Study and other	0	0	0	0	0
352 Hwy 297A Widening (Box) and Drainage	0	0	0	0	3,000,000
352 Hwy 97 Widening	1,924,568	0	0	0	0
352 I-10 Interchange/Beulah	1,080,000	157,064	0	0	0
352 Kingsfield Extension	0	5,520,000	0	0	0
352 Live Oak/Sunset Avenue Sidewalk Project to Navy Point Bridge	0	300,000	0	0	0
352 Neighborhood Enhancements	39,000	0	1,400,000	700,000	700,000
352 Nine Mile Road (Pine Forest to Hwy 29)	1,000,000	0	0	0	0
352 Olive Road	2,630,449	5,900,000	0	0	0
352 Resurfacing	1,700,000	1,228,674	3,452,804	1,750,000	1,732,689
352 Sidewalks	300,000	500,000	500,000	500,000	500,000
352 Sidewalks District I	400,000	100,000	100,000	100,000	100,000
352 Traffic Calming	0	0	0	0	200,000
352 West Roberts Road (Lane Widening)	0	250,000	0	0	0
<b>Drainage</b>					
352 Avery Street Drainage	0	0	0	1,000,000	0
352 Beach Haven	0	0	0	1,700,000	0
352 Coral Creek Subdivision Drainage	0	0	785,000	0	0
352 Cove Avenue/Barmel Drainage	0	0	1,328,000	0	0
352 Crescent Lake	0	0	0	0	4,000,000
352 Drainage Basin Studies	0	450,000	0	0	0
352 Eleven Mile Creek Restoration	0	0	0	1,000,000	0
352 Englewood Drainage/Neighborhood Improvements	0	0	0	1,000,000	0
352 Ensley Phase II-IV	5,200,000	0	0	0	0
352 Fairchild Drainage Project	0	0	0	100,000	600,000
352 Ferry Pass Zone 4 & 5	0	0	0	120,000	0
352 Ferry Pass, Zone 2 Drainage Project	0	0	0	180,000	0
352 Gulf Beach Highway	732,332	0	6,000,000	0	0
352 Jackson Street, Elysian Drainage Improvements	0	0	1,500,000	0	0
352 L Street Pond Expansion	0	0	600,000	0	0
352 Muscogee Road Phase 1-5	1,700,000	0	0	0	0
352 Myrtle Grove Jackson	3,250,000	0	0	0	1,350,000
352 Navy Point Drainage	250,000	0	0	0	0
<b>Sheriff</b>					
352 Sheriff Facilities	1,150,000	0	0	0	0
352 Vehicle Replacement	3,181,818	3,181,818	3,181,818	3,181,818	3,181,818
<b>Total Local Option Sales Tax III Fund</b>	<b>33,099,692</b>	<b>32,030,565</b>	<b>32,574,650</b>	<b>33,065,997</b>	<b>33,064,715</b>
<b>FUND: SOLID WASTE FUND</b>					
<b>Administration Division</b>					
401 Copier (1)	7,500	0	0	0	0
401 Desktop PC's (4)	6,000	0	0	0	0
401 eCivis Software Licensing	5,000	0	0	0	0
401 Laptop Computers (2)	3,000	0	0	0	0
401 Printers (2)	3,500	0	0	0	0
<b>Engineering &amp; Environmental Quality Division</b>					
401 Desktop PC's (3)	4,500	0	0	0	0
401 Laptop Computer (1)	1,500	0	0	0	0

**Escambia County Government  
Office of Management & Budget  
Proposed Capital Improvement Program**

Description	Proposed Total 2011/12	2012/13	2013/14	2014/15	2015/16
<b>Operations Division</b>					
401 Bulldozer	200,000	0	0	0	0
401 Capital Lease Purchases (Excavator & Loader)	190,200	189,600	71,100	0	0
401 Crew Cab Trucks (2)	140,000	0	0	0	0
401 Desktop PC's (4)	6,000	0	0	0	0
401 Hydraulic Submersible Pump	30,000	0	0	0	0
401 Laptop Computer (1)	1,500	0	0	0	0
401 Laser Grader	10,000	0	0	0	0
401 Mechanics Service Truck	100,000	0	0	0	0
401 Minitower Computers (2)	3,000	0	0	0	0
401 Printer	2,000	0	0	0	0
401 Trailer (100 cu yd)	70,000	0	0	0	0
<b>Recycling Division</b>					
401 Recycling Containers (12)	40,000	0	0	0	0
401 Container Modifications	25,000	0	0	0	0
401 Semi Tractor	125,000	0	0	0	0
401 Roll-Off Truck	150,000	0	0	0	0
401 Skid Steer	40,000	0	0	0	0
401 Forklift	35,000	0	0	0	0
401 Enclosed Trailer	20,000	0	0	0	0
401 Laptop Computers (2)	3,000	0	0	0	0
<b>Projects Division</b>					
401 Landfill Gas Expansion - Section 4	400,000	0	0	0	0
401 Landfill Gas Migration Array Construction	230,000	0	0	0	0
401 Landfill Mining - Section 5	0	200,000	8,831,000	200,000	5,921,000
401 West Haul Road Paving - Section 4	400,000	0	0	0	0
401 Leachate Pipeline to International Paper	200,000	1,100,000	0	0	0
<b>Solid Waste Saufley Landfill</b>					
401 Saufley C&DD Landfill Restoration	3,290,000	3,000,000	1,000,000	0	0
<b>Total Solid Waste Fund</b>	<b>5,741,700</b>	<b>4,489,600</b>	<b>9,902,100</b>	<b>200,000</b>	<b>5,921,000</b>
<b>FUND: BUILDING INSPECTIONS FUND</b>					
<b>Administration Division</b>					
406 Replacement Laptops (5)	10,000	0	0	0	0
<b>Total Building Inspections Fund</b>	<b>10,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND: CIVIC CENTER FUND</b>					
409 Rebuild Life Safety Exit Doorways (15)	0	75,000	0	0	0
409 Rebuild Munters Dehumidifiers (3)	120,000	0	0	0	0
409 Event Cabling Package	0	0	0	0	100,000
409 Exterior Lighting Fixtures Building Mounted	0	25,000	0	0	0
409 Forklift	50,000	0	0	0	0
409 Hot Water Heaters (6)	0	0	0	50,000	0
409 HVAC Split Systems (4)	0	0	0	50,000	0
409 Ice Machines (10)	0	0	50,000	0	0
409 Irrigation Systems	0	0	50,000	0	0
409 Landscaping	30,000	0	0	0	0
409 New Zamboni	0	0	0	100,000	0
409 Plumbing Renovation (Visitors Locker Room)	0	0	100,000	0	0
409 Production Van (10 passenger)	0	50,000	0	0	0
409 Retractable Seating Replacement	0	0	0	0	100,000
409 Sound System	0	50,000	0	0	0
<b>Total Civic Center Fund</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>
<b>FUND: INTERNAL SERVICE FUND</b>					
501 Wellness Equipment	16,324	0	0	0	0
<b>Total Civic Center Fund</b>	<b>16,324</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>GRAND TOTAL:</b>	<b>44,383,480</b>	<b>36,720,165</b>	<b>42,676,750</b>	<b>33,465,997</b>	<b>39,185,715</b>

Escambia County Government  
Office of Management & Budget  
Proposed Capital Project Request FY 11/12  
& Five Year Operating Costs  
(ROUTINE)

Description	Proposed	Five-Year Operating Projection				
	Total 2011/12	2012/13	2013/14	2014/15	2015/16	2016/17
<b>FUND: GENERAL FUND</b>						
<b>Facilities Management</b>						
1 Felix Miga - Replace Air Condensing Unit and Air Handler Unit (Comm Svcs)	2,500	0	0	0	0	0
1 Upgrade HVAC DDC Controls - Only (Jail - Main)	53,900	0	0	0	0	0
1 Replace Phase 1 - Dayroom Lights - Bulbs to LED (Jail - Main)	11,000	0	0	0	0	0
1 Light Retrofit for Energy Conservation (Miscellaneous Bldgs)	40,000	0	0	0	0	0
1 Install 44 Geothermal Wells (Public Safety)	100,000	0	0	0	0	0
1 Install Additional Variable Air Volume Box in Computer Rm (Sheriff Admin)	12,400	0	0	0	0	0
1 Replace Package Air Conditioners PAC-086 & PAC-117 (Sheriff SIU)	27,000	0	0	0	0	0
1 Replace Air Condensing Unit and Air Handler Unit (Toll Plaza)	3,200	0	0	0	0	0
1 Upgrade Parking Lot Lighting (Wind Mitigation)	3,500	0	0	0	0	0
<b>Information Resources</b>						
1 Desktop PC's (10)	12,500	0	0	0	0	0
1 Laptops (10)	12,500	0	0	0	0	0
1 BCC Server Upgrades	30,000	0	0	0	0	0
1 Fiber Network & LAN/WAN Hardware	25,000	0	0	0	0	0
1 GIS / EDM Hardware	20,000	2,000	2,000	2,000	2,000	2,000
<b>Public Information</b>						
1 Production Room Equipment Replacement	35,000	1,800	1,825	1,875	2,000	2,000
<b>Supervisor of Elections</b>						
1 Server (2)	18,000	0	0	0	0	0
1 Cisco Switch	7,000	0	0	0	0	0
<b>Total General Fund</b>	<b>413,500</b>	<b>3,800</b>	<b>3,825</b>	<b>3,875</b>	<b>4,000</b>	<b>4,000</b>
<b>FUND: ESCAMBIA COUNTY RESTRICTED FUND</b>						
<b>Safe Neighborhoods</b>						
101 Security Camera System	10,000	0	0	0	0	0
<b>Animal License Fees</b>						
101 Surgical Equipment Replacements	2,500	0	0	0	0	0
<b>Total Escambia County Restricted Fund</b>	<b>12,500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND: OTHER GRANTS AND PROJECTS</b>						
<b>Florida Boating Improvement Funds</b>						
110 Replace and Enlarge Galvez Boat Ramp	60,000	0	0	0	0	0
<b>Total Other Grants and Projects Fund</b>	<b>60,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND: ARTICLE V FUND</b>						
<b>State Attorney - Escambia County (Circuit Criminal)</b>						
115 Laptops (15)	21,000	0	0	0	0	0
115 Replace 25% of 3 Servers (included external tape)	10,000	0	0	0	0	0
<b>State Attorney - Santa Rosa County</b>						
115 Laptop (1)	1,400	0	0	0	0	0
115 Replace 25% of 3 Servers (included external tape)	10,000	0	0	0	0	0
<b>State Attorney - Okaloosa County</b>						
115 Laptops (10)	14,000	0	0	0	0	0
115 Network Printers (2)	3,600	240	360	280	300	300
115 Replace 25% of 3 Servers (included external tape)	10,000	0	0	0	0	0
<b>State Attorney - Walton County</b>						
115 Server (1)	12,000	0	0	0	0	0
115 Replace 25% of 5 Servers (includes external tape)	10,000	0	0	0	0	0
<b>Public Defender - Escambia County</b>						
115 Server (1)	20,000	0	0	0	0	0
115 STAC and BOMS annual maintenance fees	8,200	0	0	0	0	0
<b>Public Defender - Santa Rosa Technology</b>						

Escambia County Government  
Office of Management & Budget  
Proposed Capital Project Request FY 11/12  
& Five Year Operating Costs  
(ROUTINE)

Description	Proposed	Five-Year Operating Projection				
	Total 2011/12	2012/13	2013/14	2014/15	2015/16	2016/17
115 Server (1)	35,000	0	0	0	0	0
115 STAC and BOMS annual maintenance fees	8,200	0	0	0	0	0
<b>Public Defender - Okaloosa Technology</b>						
115 Server (1)	35,000	0	0	0	0	0
115 STAC and BOMS annual maintenance fees	8,200	0	0	0	0	0
<b>Public Defender - Walton Technology</b>						
115 Server (1)	35,000	0	0	0	0	0
115 STAC and BOMS annual maintenance fees	8,200	0	0	0	0	0
<b>Court Technology</b>						
115 Server (1)	4,000	0	0	0	0	0
<b>Court Security Division - Escambia County</b>						
115 Security Equipment	5,000	0	0	0	0	0
<b>Court Technology Division - Santa Rosa County</b>						
115 Server (1)	4,000	0	0	0	0	0
<b>Court Technology Division - Okaloosa County</b>						
115 Laptops (14)	17,500	0	0	0	0	0
115 Server (1)	4,000	0	0	0	0	0
<b>Total Article V Fund</b>	<b>284,300</b>	<b>240</b>	<b>360</b>	<b>280</b>	<b>300</b>	<b>300</b>
<b>FUND: CDBG HUD ENTITLEMENT FUND</b>						
<b>2011 HUD Community Block Development</b>						
129 Fire Hydrant/Main Upgrade Improvements	151,500	0	0	0	0	0
129 County Facility H/C Access Improvements	50,000	0	0	0	0	0
129 Neighborhood Improvement Projects (CRA & County Projects TBD)	125,095	0	0	0	0	0
<b>2010 HUD Community Block Development</b>						
129 Fire Hydrant/Main Upgrade Improvements	17,500	0	0	0	0	0
129 County Facility H/C Access Improvements	125,000	0	0	0	0	0
129 Neighborhood Improvement Projects (CRA & County Projects TBD)	375,753	0	0	0	0	0
<b>2009 HUD Community Block Development</b>						
129 County Facility H/C Access Improvements	50,000	0	0	0	0	0
129 Neighborhood Improvement Projects (CRA & County Projects TBD)	200,000	0	0	0	0	0
<b>2008 HUD Community Block Development</b>						
129 County Facility H/C Access Improvements	40,000	0	0	0	0	0
<b>2007 HUD Community Block Development</b>						
129 Parks/Recreation Facility Improvements (Lexington Terrace)	9,383	0	0	0	0	0
<b>2006 HUD Community Block Development</b>						
129 Parks/Recreation Facility Improvements (Lexington Terrace)	10,000	0	0	0	0	0
<b>2002 HUD Community Block Development</b>						
129 Century Code Enforcement Services	33,000	0	0	0	0	0
<b>Total CDBG HUD Entitlement Fund</b>	<b>1,187,231</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND: COMMUNITY REDEVELOPMENT FUND</b>						
<b>Community Redevelopment Brownsville</b>						
151 Sidewalks along Jackson Street	150,000	0	0	0	0	0
151 Property Acquisition - Frontera Circle	50,000	0	0	0	0	0
<b>Community Redevelopment Warrington</b>						
151 Juanita Williams Park Improvements	7,500	0	0	0	0	0
151 Davenport Bayou Sidewalk System	100,000	0	0	0	0	0
151 Navy Point Shoreline Restoration	45,000	0	0	0	0	0
<b>Community Redevelopment Palafox</b>						

Escambia County Government  
Office of Management & Budget  
Proposed Capital Project Request FY 11/12  
& Five Year Operating Costs  
(ROUTINE)

Description	Proposed	Five-Year Operating Projection				
	Total 2011/12	2012/13	2013/14	2014/15	2015/16	2016/17
151 Massachusetts Avenue Streetscapes	50,000	0	0	0	0	0
<b>Total Community Redevelopment Fund</b>	<b>402,500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND: MASTER DRAINAGE BASINS</b>						
<b>Engineering</b>						
181 Drainage Projects	55,733	0	0	0	0	0
<b>Total Master Drainage Basins</b>	<b>55,733</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND: LOCAL OPTION SALES TAX III</b>						
<b>Public Facilities &amp; Projects</b>						
352 Voting Machine Replacements - Supervisor of Elections	194,575	1,945	1,945	1,945	1,945	1,945
352 Stefanie Road Building Expansion/4H	150,000	0	0	0	0	0
<b>Judicial Capital Improvements</b>						
352 Build out Circuit Courtroom 4th Floor	194,250	0	0	0	0	0
352 Elevator Modernization for Judicial Bldg.	314,500	0	0	0	0	0
<b>Neighborhood &amp; Environmental Services (NESD)</b>						
352 Brownfield Redevelopment	410,000	0	0	0	0	0
352 Canoe Creek Erosion Control	100,000	0	0	0	0	0
352 CRA Sewer Expansion: Beach Haven, Bellshead, Mob Hwy., Englewood	400,000	0	0	0	0	0
352 Jones Creek Restoration East	30,000	0	0	0	0	0
352 Maggie's Ditch	60,000	0	0	0	0	0
352 Perdido Key Beach Access	300,000	0	0	0	0	0
<b>Parks and Recreation</b>						
352 Land Acquisition	200,000	0	0	0	0	0
352 Park Development	1,009,719	0	0	0	0	0
352 Park Maintenance Equipment	68,182	2,500	2,500	2,500	2,500	2,500
<b>Fire Services</b>						
352 Vehicle/Apparatus Replacement	250,001	50,000	50,000	50,000	50,000	50,000
<b>Public Safety</b>						
352 3/4 Ton Cab/Chassis and/or 4WD P/U	47,360	2,000	2,000	2,000	2,000	2,000
352 Ambulances	660,000	50,400	50,400	50,400	50,400	50,400
352 Laptop Computers	30,000	0	0	0	0	0
352 Mobile Radios	37,600	0	0	0	0	0
352 Portable Suctions	19,000	0	0	0	0	0
352 Animal Transport Unit	14,900	1,000	1,000	1,000	1,000	1,000
352 Audio Visual Equipment Replacement	100,000	0	0	0	0	0
352 Public Safety Vehicle 4x4 (Pre/Post Disaster)	30,000	1,750	1,750	1,750	1,750	1,750
352 Rebanding Initiative	1,298,338	0	0	0	0	0
<b>Transportation</b>						
352 Beulah Road Improvements/Beltway	500,000	0	0	0	0	0
352 Dirt Road Paving	1,075,432	0	0	0	0	0
352 East/West Longleaf Drive	1,067,668	0	0	0	0	0
352 Hwy 97 Widening	1,924,568	0	0	0	0	0
352 I-10 Interchange/Beulah	1,080,000	0	0	0	0	0
352 Neighborhood Enhancements	39,000	0	0	0	0	0
352 Nine Mile Road (Pine Forest to Hwy 29)	1,000,000	0	0	0	0	0
352 Olive Road	2,630,449	0	0	0	0	0
352 Resurfacing	1,700,000	0	0	0	0	0
352 Sidewalks	300,000	0	0	0	0	0
352 Sidewalks District I	400,000	0	0	0	0	0
<b>Drainage</b>						
352 Ensley Phase II-IV	5,200,000	0	0	0	0	0
352 Gulf Beach Highway	732,332	0	0	0	0	0
352 Muscogee Road Phase 1-5	1,700,000	0	0	0	0	0
352 Myrtle Grove Jackson	3,250,000	0	0	0	0	0
352 Navy Point Drainage	250,000	0	0	0	0	0
<b>Sheriff</b>						
352 Sheriff Facilities	1,150,000	0	0	0	0	0
352 Vehicle Replacement	3,181,818	353,182	353,182	353,182	353,182	353,182

Escambia County Government  
Office of Management & Budget  
Proposed Capital Project Request FY 11/12  
& Five Year Operating Costs  
(ROUTINE)

Description	Proposed	Five-Year Operating Projection				
	Total 2011/12	2012/13	2013/14	2014/15	2015/16	2016/17
<b>Total Local Option Sales Tax III Fund</b>	<b>33,099,692</b>	<b>462,777</b>	<b>462,777</b>	<b>462,777</b>	<b>462,777</b>	<b>462,777</b>
<b>FUND: SOLID WASTE FUND</b>						
<b>Administration Division</b>						
401 Copier (1)	7,500	260	270	280	290	300
401 Desktop PC's (4)	6,000	0	0	0	0	0
401 eCivis Software Licensing	5,000	0	0	0	0	0
401 Laptop Computers (2)	3,000	0	0	0	0	0
401 Printers (2)	3,500	240	260	280	300	320
<b>Engineering &amp; Environmental Quality Division</b>						
401 Desktop PC's (3)	4,500	0	0	0	0	0
401 Laptop Computer (1)	1,500	0	0	0	0	0
<b>Operations Division</b>						
401 Bulldozer	200,000	50,000	50,000	50,000	50,000	50,000
401 Capital Lease Purchases (Excavator & Loader)	190,200	12,500	12,500	12,500	12,500	12,500
401 Crew Cab Trucks (2)	140,000	19,000	19,000	19,000	19,000	19,000
401 Desktop PC's (4)	6,000	0	0	0	0	0
401 Hydraulic Submersible Pump	30,000	2,500	2,500	2,500	2,500	2,500
401 Laptop Computer (1)	1,500	0	0	0	0	0
401 Laser Grader	10,000	0	0	0	0	0
401 Mechanics Service Truck	100,000	6,000	6,000	6,000	6,000	6,000
401 Minitower Computers (2)	3,000	0	0	0	0	0
401 Printer	2,000	120	130	140	150	160
401 Trailer (100 cu yd)	70,000	100	100	100	100	100
<b>Recycling Division</b>						
401 Recycling Containers (12)	40,000	0	0	0	0	0
401 Container Modifications	25,000	0	0	0	0	0
401 Semi Tractor	125,000	9,500	9,500	9,500	9,500	9,500
401 Roll-Off Truck	150,000	30,000	30,000	30,000	30,000	30,000
401 Skid Steer	40,000	9,500	9,500	9,500	9,500	9,500
401 Forklift	35,000	9,500	9,500	9,500	9,500	9,500
401 Enclosed Trailer	20,000	100	100	100	100	100
401 Laptop Computers (2)	3,000	0	0	0	0	0
<b>Projects Division</b>						
401 Landfill Gas Expansion - Section 4	400,000	0	0	0	0	0
401 Landfill Gas Migration Array Construction	230,000	0	0	0	0	0
401 West Haul Road Paving - Section 4	400,000	0	0	0	0	0
401 Leachate Pipeline to International Paper	200,000	0	0	0	0	0
<b>Total Solid Waste Fund</b>	<b>2,451,700</b>	<b>149,320</b>	<b>149,360</b>	<b>149,400</b>	<b>149,440</b>	<b>149,480</b>
<b>FUND: BUILDING INSPECTIONS FUND</b>						
<b>Administration Division</b>						
406 Replacement Laptops (5)	10,000	0	0	0	0	0
<b>Total Building Inspections Fund</b>	<b>10,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND: CIVIC CENTER FUND</b>						
409 Rebuild Munters Dehumidifiers (3)	120,000	0	0	0	0	0
409 Forklift	50,000	13,500	13,500	13,500	13,500	13,500
409 Landscaping	30,000	0	0	0	0	0
<b>Total Civic Center Fund</b>	<b>200,000</b>	<b>13,500</b>	<b>13,500</b>	<b>13,500</b>	<b>13,500</b>	<b>13,500</b>
<b>FUND: INTERNAL SERVICE FUND</b>						
501 Wellness Equipment	16,324	0	0	0	0	0
<b>Total Civic Center Fund</b>	<b>16,324</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>GRAND TOTAL:</b>	<b>38,193,480</b>	<b>629,637</b>	<b>629,822</b>	<b>629,832</b>	<b>630,017</b>	<b>630,057</b>

Escambia County Government  
Office of Management & Budget  
Proposed Capital Project Request FY 11/12  
& Five Year Operating Cost  
(NON-ROUTINE)

Description	Proposed Total 2011/12	Five-Year Operating Projection				
		2012/13	2013/14	2014/15	2015/16	2016/17
<b>FUND: OTHER GRANTS AND PROJECTS</b>						
<b>CDBG Disaster Grant</b>						
110 Lakewood Area Sanitary Sewer & Related Improvements	2,900,000	0	0	0	0	0
<b>Completion Date:</b> Fiscal Year 2011/2012						
<b>Annual Operating Costs/Savings:</b> There are no additional operating costs associated with this project.						
<b>Description:</b> Sanitary sewer and related improvements will be completed in the Lakewood Subdivision located in the Barrancas Community Redevelopment Area. Upon completion of this project, the entire Lakewood Subdivision will be served by public sewer.						
<b>FUND: SOLID WASTE FUND</b>						
<b>Projects Division</b>						
401 Saufley C&DD Landfill Restoration	3,290,000	13,000	13,000	13,000	13,000	13,000
<b>Completion Date:</b> Fiscal Year 2012/13						
<b>Annual Operating Costs/Savings:</b> Operating costs associated with this project will be long term monitoring.						
<b>Description:</b> Saufley Landfill is a construction and demolition debris disposal site that was abandoned and is a health and environmental hazard to the citizens of Escambia County. Escambia County has acquired the site to properly close the site and provide long term care for the facility.						
<b>GRAND TOTAL:</b>	<b>6,190,000</b>	<b>13,000</b>	<b>13,000</b>	<b>13,000</b>	<b>13,000</b>	<b>13,000</b>

<b>Description</b>	<b>FY 2011/2012</b>	<b>FY 2012/2013</b>	<b>FY 2013/2014</b>	<b>FY 2014/2015</b>	<b>FY 2015/2016</b>
Countywide Property Tax Base	13,296,902	13,683,842	14,082,042	14,491,829	14,913,541
Unincorporated Property Tax Base	9,602,329	9,881,757	10,169,316	10,465,243	10,769,782
Historical % Increase in Ad Valorem	-2.34%	2.83%	2.83%	2.83%	2.83%
Countywide Millage Rate	6.9755	6.9755	6.9755	6.9755	6.9755
Law Enforcement Millage Rate	0.685	0.685	0.685	0.685	0.685

<b>LOST III Planning</b>					
<b>Revenue and Project Projections</b>					
	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>
	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Revenue	\$33,468,896.00	\$33,970,929.00	\$34,480,493.00	\$34,997,700.00	\$35,522,666.00
Maplewood Grant					
FDOT Funds					
Equestrian Revenues	\$95,000.00	\$95,000.00			
Sale of Equipment/Land					
ECUA Contributions					
Reimbursements					
Stimulus Money					
Transfers from Fund 350					
Loan Proceeds					
Less: 5% Anticipated Receipts	(1,673,445.00)	(1,698,546.00)	(1,724,025.00)	(1,749,885.00)	(1,776,133.00)
<b>Total Revenue</b>	<b>\$31,890,451.00</b>	<b>\$32,367,383.00</b>	<b>\$32,756,468.00</b>	<b>\$33,247,815.00</b>	<b>\$33,746,533.00</b>
<b>Expenses:</b>					
Public Safety	2,237,198.00	915,317.00	917,287.00	2,471,466.00	1,194,503.00
Public Facilities	344,575.00	4,883,483.00	125,000.00	180,620.00	85,000.00
Judicial	508,750.00	0.00	2,000,000.00	0.00	0.00
NESD	1,300,000.00	1,150,000.00	1,982,000.00	600,000.00	315,000.00
Parks	1,805,701.55	1,655,701.55	2,260,701.55	3,260,701.55	2,060,701.55
Fire Services	998,658.73	998,658.73	998,658.73	2,903,038.73	998,658.73
Sheriff	4,331,818.18	3,181,818.18	3,181,818.18	3,181,818.18	3,181,818.18
Transportation	9,186,668.00	19,072,404.00	11,078,002.00	15,550,170.00	19,960,851.00
Drainage	11,132,332.00	450,000.00	10,213,000.00	5,100,000.00	5,950,000.00
<b>Total Expenses</b>	<b>\$31,845,701.45</b>	<b>\$32,307,382.45</b>	<b>\$32,756,467.45</b>	<b>\$33,247,814.45</b>	<b>\$33,746,532.45</b>

<b>Escambia County Local Option Sales Tax III</b>						
<b>Public Facilities/Community Services</b>						
<b>110267</b>						
#	Project	Budget 2012	Budget 2013	Budget 2014	Budget 2015	Budget 2016
	Central Archives Facility					\$0.00
	As Yet Unnamed Project/ District IV					
09PF0012	Downtown Parking Garage					
	Land Acquisition for Encroachment Issues (JLUS-2)	0.00	0.00	0.00	0.00	0.00
	Libraries/Community Center	0.00	0.00	0.00		0.00
	Maintenance Shop/Storage - Main Jail			125,000.00		
08PF0012	Meeting Room/VIC Expansion/Fire Station on Perdido Key			0.00		
11PF1042	Old Courthouse Renovation/HVAC					
08PF0045	Old Molino School					
08PF0028	Replacement of voting machines	194,575.00	3,533,483.00		180,620.00	85,000.00
08PF0044	Roger Scott Tennis Center expansion					
08PF0033	Saenger Theater Renovation/Expansion					
	Stephanie Road Building Expansion/4H	150,000.00	1,350,000.00			
09AD0013	Tech Park Infrastructure					
	Transfers Out/Saufley Landfill Closure - 110268					
11CA1473	Vicious Animal Dog Runs/Animal Shelter					
11CA1414	Bus Shelters on Santa Rosa Island					
	<b>Total</b>	<b>\$344,575.00</b>	<b>\$4,883,483.00</b>	<b>\$125,000.00</b>	<b>\$180,620.00</b>	<b>\$85,000.00</b>

52		<b>Escambia County Local Option Sales Tax III</b>					
		<b>Parks &amp; Recreation</b>					
		<b>210802/220802</b>					
			<b>Budget</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>
<b>#</b>	<b>District</b>	<b>Project</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
		Bayou Grande Park Development & Maintenance			300,000.00	1,700,000.00	
		Bike/Pedestrian Trail Development	0.00	0.00	0.00	0.00	0.00
10PR0042	2	Bill Dickson Park					
08PR0015	5	Bratt Community Park					
09PR0073	3	Brent Ballfields					
08PR0025	5	Brosnaham Soccer Center Development & Maintenance	90,909.09	90,909.09	90,909.09	90,909.09	90,909.09
08PR0031	1	Equestrian Center Development & Maintenance <sup>1</sup> - 220802	185,909.09	185,909.09	90,909.09	90,909.09	590,909.09
10PR0495	5	Fairgrounds Park/Molino Rd					
10PR0412	2	Felix Miga Senior Citizen Center					
10PR0731	1	Helen Caro field					
10PR0052	2	Juanita Williams Park					
09PR0032	2	Lakewood pavillions					
		Land Acquisition	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
08PR0113	3	Legion Park					
10PR0713	3	Lincoln Park					
08PR0046		Marcus Point Park					
		McDavid Community Center	150,000.00				
08PR0045	5	Miracle League Park					
10PR0542	2	Osceola Park					
08PR0058	various	Park Development	1,110,701.55	1,110,701.55	1,510,701.55	1,110,701.55	1,110,701.55
08PR0068	various	Park Maintenance Equipment	68,181.82	68,181.82	68,181.82	68,181.82	68,181.82
08PR0078	various	Park Mowing					
		<b>Total</b>	<b>\$1,805,701.55</b>	<b>\$1,655,701.55</b>	<b>\$2,260,701.55</b>	<b>\$3,260,701.55</b>	<b>\$2,060,701.55</b>

<b>Escambia County Local Option Sales Tax III</b>							
<b>Natural Resources/Community Redevelopment</b>							
<b>220102</b>							
#	District	Project	Budget 2012	Budget 2013	Budget 2014	Budget 2015	Budget 2016
10NE0808		Artificial Reefs					
		Beach 372 Acres EcoPark					
		Beachhaven Drainage Project					215,000.00
08NE0018	various	Boat Ramp Land Acquisition					
		Brownfield Redevelopment	410,000.00				
09NE0018		Creek and Stream Restoration	100,000.00	16,832.50			
		Chronic Homeless Transition/ Transitional Housing for the Homeless			500,000.00		
10NE0018		CRA Sewer Expansion: Beach Haven, Bellshead, Mob Hwy., Englewood	400,000.00	400,000.00	532,000.00		
08NE0028	various	Environmentally Sensitive Lands Acquisition and Mitigation Bank	0.00	83,167.50	100,000.00	100,000.00	100,000.00
10NE0022		Jones Creek Restoration East	30,000.00				
11NE1463		Maggie's Ditch	60,000.00				
11NE0892		Mahogany Mill Road Extension to Audusson			350,000.00		
		Palafox Commerce Park Infrastructure			500,000.00	500,000.00	
		Palafox Streetscaping		650,000.00		0.00	
10NE0854		Pensacola Beach Snorkel Reefs					
		Perdido Key Beach Access	300,000.00				
08NE0065	5	Small Business Incubator			0.00		
11NE0878		Southwest Greenway					
			<b>\$1,300,000.00</b>	<b>\$1,150,000.00</b>	<b>\$1,982,000.00</b>	<b>\$600,000.00</b>	<b>\$315,000.00</b>

<b>Escambia County Local Option Sales Tax III</b>						
<b>Court System</b>						
<b>410149</b>						
<b>#</b>	<b>Project</b>	<b>Budget 2012</b>	<b>Budget 2013</b>	<b>Budget 2014</b>	<b>Budget 2015</b>	<b>Budget 2016</b>
	Build out Circuit Courtroom 4th Floor	\$194,250.00				
	Build out Judges Chambers on 5th Floor			2,000,000.00		
	Elevator Modernization for Judicial Bldg.	314,500.00				
08JS0012	Security System-Judicial Center/Juvenile					
	<b>Total</b>	<b>\$508,750.00</b>	<b>\$0.00</b>	<b>\$2,000,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

<b>Escambia County Local Option Sales Tax III</b>						
<b>Fire Services</b>						
<b>330228</b>						
<b>#</b>	<b>Project</b>	<b>Budget 2012</b>	<b>Budget 2013</b>	<b>Budget 2014</b>	<b>Budget 2015</b>	<b>Budget 2016</b>
	Debt Service/330229	748,658.00	748,658.00	748,658.00	748,658.00	600,000.00
09FS0048	EKG monitor chargers					
09FS0095	Ensley station parking lot					
09FS0021	Fire Station in Beulah				1,904,380.00	
10FS0045	Fire Station Kingsfield & 29		\$0.00		\$0.00	
09FS0032	Jet ski's and trailers					
11FS1088	Rapid Intervention Team Packs					
09FS0074	Storage Building					
10FS0488	Thermal Imaging Cameras (6)					
08FS0018	Vehicle/Apparatus Replacement	250,000.73	250,000.73	250,000.73	250,000.73	398,658.73
10FS0655	Ensley Fire Station Expansion					
	<b>Total</b>	<b>\$998,658.73</b>	<b>\$998,658.73</b>	<b>\$998,658.73</b>	<b>\$2,903,038.73</b>	<b>\$998,658.73</b>

<b>Escambia County Local Option Sales Tax III</b>						
<b>Public Safety</b>						
<b>330435</b>						
#	Project	Budget 2012	Budget 2013	Budget 2014	Budget 2015	Budget 2016
08PS0018	3/4 Ton Cab/Chassis and/or 4WD P/U	\$47,360.00	\$50,370.00	\$51,880.00	\$53,385.00	\$54,933.00
08PS0028	Ambulances	660,000.00	680,000.00	700,000.00	720,000.00	925,000.00
	Ambulance Appurtenances:					
	Defibrillators				960,000.00	
	Handheld Pulse OX/Cap Machines			40,000.00		
	Laptop Computers	30,000.00	31,200.00	32,400.00	44,800.00	34,800.00
	Mobile Radios	37,600.00	38,400.00	39,200.00	40,000.00	52,000.00
	Portable Suctions	19,000.00				27,000.00
	Stairchairs				30,000.00	
	Stretchers				150,000.00	
08PS0033	Animal Shelter Access Road					
11CA1283	Drop Off Boxes/Animal Shelter					
08PS0048	Animal Transport Unit	14,900.00	15,347.00	15,807.00	16,281.00	16,770.00
10PS0583	Animal Shelter Generator					
10PS0058	Audio Visual Equipment Replacement	100,000.00	100,000.00			
08PS0108	Portable Generator Replacement				22,000.00	22,000.00
08PS0118	Portable Radios				0.00	0.00
08PS0078	Public Safety Vehicle 4x4 (Pre/Post Disaster)	30,000.00		38,000.00	135,000.00	62,000.00
11PS0928	Rebanding Initiative	1,298,338.00	0.00		0.00	0.00
08PS0128	Tractor/Chassis Replacement for Command Vehicle				300,000.00	
		<b>\$2,237,198.00</b>	<b>\$915,317.00</b>	<b>\$917,287.00</b>	<b>\$2,471,466.00</b>	<b>\$1,194,503.00</b>

<b>Escambia County Local Option Sales Tax III</b>						
	<b>Sheriff</b>					
	<b>540115</b>					
<b>#</b>	<b>Project</b>	<b>Budget 2012</b>	<b>Budget 2013</b>	<b>Budget 2014</b>	<b>Budget 2015</b>	<b>Budget 2016</b>
10SH0663	Leonard St./OneStop/Warrington	\$0.00				
06SH0028/07SH0019	Sheriff Facilities	1,150,000.00		0.00		
11SH1221	Firing Range Improvements					
06SH0028	Sheriff's Garage					
07AD0015	Training Facility					
11PF1588	VOIP					
11SH1424	Enhanced Surveillance/SRI					
08SH0018	Vehicle Replacement	3,181,818.18	3,181,818.18	3,181,818.18	3,181,818.18	3,181,818.18
	<b>Total</b>	<b>\$4,331,818.18</b>	<b>\$3,181,818.18</b>	<b>\$3,181,818.18</b>	<b>\$3,181,818.18</b>	<b>\$3,181,818.18</b>

<b>Escambia County Local Option Sales Tax III</b>							
<b>Transportation and Drainage</b>							
<b>210107</b>							
#	District	Project	Budget 2012	Budget 2013	Budget 2014	Budget 2015	Budget 2016
<b>Transportation</b>							
08EN0021	1	Beulah Road Improvements/Beltway	500,000.00				
		Bridge Renovations	0.00	3,016,666.00	1,516,666.00	1,263,170.00	1,270,162.00
		Burgess Road Sidewalks					350,000.00
		Congestion Improvements	0.00	0.00	1,808,532.00	737,000.00	1,018,000.00
08EN0053	3	Delano Road and Drainage Improvements				0.00	0.00
08EN0068	various	Dirt Road Paving	1,075,432.00	2,100,000.00	2,300,000.00	2,500,000.00	2,500,000.00
		E Street (Leonard to Cervantes)					400,000.00
08EN0078	various	East/West Longleaf Drive	1,067,668.00			8,000,000.00	8,190,000.00
08EN0105	5	Highway 297A Widening (Box) and Drainage					3,000,000.00
08EN0115	5	Hwy. 97 Widening	1,924,568.00				
		I-10 Interchange/Beulah	1,080,000.00	157,064.00			
08EN0132	2	Live Oak/Sunset Avenue Sidewalk Project to Navy Point Bridge		300,000.00			
		Neighborhood Enhancements	39,000.00	0.00	1,400,000.00	700,000.00	700,000.00
08EN0165	5	Nine Mile Road (Pine Forest to Hwy 29)	1,000,000.00				
10EN0363	3	Olive Road	100,000.00	5,900,000.00			
08EN0208	various	Resurfacing	1,700,000.00	1,228,674.00	3,452,804.00	1,750,000.00	1,732,689.00
		Road Widening	0.00	0.00	0.00	0.00	0.00
08EN0228	various	Sidewalks	300,000.00	500,000.00	500,000.00	500,000.00	500,000.00
08EN0211	1	Sidewalks District I	400,000.00	100,000.00	100,000.00	100,000.00	100,000.00
08EN0268	various	Traffic Calming	0.00				200,000.00
11EN0905	5	West Roberts Road (Lane Widening)		250,000.00			
11EN1405	5	Kingsfield Extension		5,520,000.00			
<b>Total Transportation</b>			<b>\$9,186,668.00</b>	<b>\$19,072,404.00</b>	<b>\$11,078,002.00</b>	<b>\$15,550,170.00</b>	<b>\$19,960,851.00</b>
<b>Drainage</b>							
10EN0433	3	Avery Street Drainage	0.00			1,000,000.00	
08EN0272	2	Beach Haven				1,700,000.00	
08EN0301	1	Coral Creek Subdivision Drainage		0.00	785,000.00		
		Cove Avenue/Barmel Drainage			1,328,000.00		
		Crescent Lake					4,000,000.00
		Drainage Basin Studies		450,000.00	0.00	0.00	0.00

<b>Escambia County Local Option Sales Tax III</b>							
<b>Transportation and Drainage</b>							
<b>210107</b>							
#	District	Project	Budget 2012	Budget 2013	Budget 2014	Budget 2015	Budget 2016
		Eleven Mile Creek Restoration				1,000,000.00	
		Englewood Drainage/Neighborhood Improvements				1,000,000.00	
08EN0313	3	Ensley Phase II-IV	5,200,000.00		0.00		
08EN0524		Fairchild Drainage Project				100,000.00	600,000.00
08EN0324	4	Ferry Pass Zone 4 & 5				120,000.00	
08EN0334	4	Ferry Pass, Zone 2 Drainage Project				180,000.00	
		Gulf Beach Highway	732,332.00		6,000,000.00		
		Jackson Street, Elysian Drainage Improvements			1,500,000.00		
		L Street Pond Expansion			600,000.00		
09EN0115		Muscogee Road Phase 1-5	1,700,000.00			0.00	
09EN0572	2	Myrtle Grove Jackson	3,250,000.00				1,350,000.00
11EN1272	2	Navy Point Drainage	250,000.00				
11EN1591	1	Las Brisas SD drainage					
		<b>Total Drainage</b>	<b>\$11,132,332.00</b>	<b>\$450,000.00</b>	<b>\$10,213,000.00</b>	<b>\$5,100,000.00</b>	<b>\$5,950,000.00</b>

*FY 2012-2016 CIE Annual Update*

*Parks & Recreation LOS Analysis*

*Report w/ Recreational Service District &*

*Park Location Map*

The current LOS standard for recreation and open space, as identified in the Escambia County Parks and Recreation Comprehensive Master Plan and in Comprehensive Plan Policy REC 1.3.6, is listed as follows:

- Barrier Island RSD 1 acre / 1000 people within the Recreation Service District.
- Urban RSD 1 acre / 1000 people within the Recreation Service District.
- Suburban RSD 1 acres / 1000 people within the Recreation Service District.
- Rural RSD 1 acres / 1000 people within the Recreation Service District.

When reviewing the current park inventory, Escambia County meets and or exceeds the adopted LOS for parks and recreation.

Recreation Service District	Park Classification	Acreage	Number of Locations
<b>Barrier Island</b>	Neighborhood	5.98	7
	Community Centers	0	0
	Regional	918	8
	Undeveloped	0	0
	<b>TOTAL</b>	<b>923.98</b>	<b>15</b>
<b>Urban</b>	Neighborhood	84.85	44
	Community Centers	16	5
	Regional	251.7	17
	Undeveloped	385	1
	<b>TOTAL</b>	<b>737.55</b>	<b>67</b>
<b>Suburban</b>	Neighborhood	99.38	24
	Community Centers	7	2
	Regional	682.65	18
	Undeveloped	7	2
	<b>TOTAL</b>	<b>796.03</b>	<b>46</b>
<b>Rural</b>	Neighborhood	9	4
	Community Centers	12	5
	Regional	291	12
	Undeveloped	0	0
	<b>TOTAL</b>	<b>312</b>	<b>21</b>

Escambia County has identified revised standards to include park categories, special use parks and amenities for the development of future and existing park

inventory. The newly proposed LOS Standards for Parks and Recreational Facilities by Population are identified in the Escambia County 2007 EAR, Table 4.10.

The justification for including park development funding in the Capital Improvement Program is for the addition of park amenities, such as, playground structures, park shelters, sports fields and courts, open play spaces and nature trails.

Although the County has successfully maintained its adopted LOS standards for recreation and open space, these standards do not address the type of recreation or open space within each RSD, or any amenities provided on those properties. Therefore, additional LOS standards are needed.

Escambia County  
Parks List 2010

NAME	TYPE	RSD	CATEGORY
HERITAGE LAKES NORTH	NEIGHBORHOOD UNIMPROVED	SUBURBAN / URBANIZING	NEIGHBORHOOD
INNERARITY BEACH	PUBLIC BEACH	SUBURBAN / URBANIZING	NEIGHBORHOOD
SPANISH TRAIL VILLA	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
WILDLIFE SANCTUARY OF NW FLORIDA	NATURE PRESERVE	URBAN	COMMUNITY
AVIATION FIELD	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
BAARS FIELD ATHLETIC PARK	ATHLETIC	SUBURBAN / URBANIZING	COMMUNITY
BELLVIEW ATHLETIC PARK	ATHLETIC	SUBURBAN / URBANIZING	COMMUNITY
HARVEY C BRADBERRY - EARNEST WARD MEMORIAL PARK	ATHLETIC	RURAL	REGIONAL
BRENT ATHLETIC PARK	ATHLETIC	URBAN	REGIONAL
SANTA MARIA PLAZA	ATHLETIC	SUBURBAN / URBANIZING	COMMUNITY
DON SUTTON PARK	ATHLETIC	RURAL	REGIONAL
JOHN R JONES JR ATHLETIC PARK	ATHLETIC	URBAN	REGIONAL
LEWIS POWELL PARK	ATHLETIC	URBAN	COMMUNITY
MAYFAIR COMMUNITY CENTER	COMMUNITY CENTER	URBAN	COMMUNITY
MYRTLE GROVE ATHLETIC PARK	ATHLETIC	URBAN	REGIONAL
RAYMOND RIDDLES PARK	ATHLETIC	URBAN	COMMUNITY
CANTONMENT YOUTH ATHLETIC PARK	ATHLETIC	SUBURBAN / URBANIZING	REGIONAL
BOGIA	BOAT RAMP	RURAL	COMMUNITY
MYSTIC SPRINGS BOAT RAMP	BOAT RAMP	RURAL	COMMUNITY
CORONADA BOAT RAMP	BOAT RAMP	SUBURBAN / URBANIZING	NEIGHBORHOOD
COTTON LAKE	BOAT RAMP	RURAL	COMMUNITY
GALVEZ BOAT RAMP	BOAT RAMP	SUBURBAN / URBANIZING	REGIONAL
HERON BAYOU BOAT RAMP	BOAT RAMP	SUBURBAN / URBANIZING	COMMUNITY
MOLINO FAIRGROUNDS PARK BOAT RAMP	BOAT RAMP	RURAL	COMMUNITY
NAVY POINT BOAT RAMP	BOAT RAMP	URBAN	REGIONAL
PENSACOLA SHIPYARD BOAT RAMP	BOAT RAMP	URBAN	REGIONAL
FELIX MIGA COMMUNITY CENTER	COMMUNITY CENTER	URBAN	COMMUNITY
FORTE ESTATES PARK	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
SRIA - FORT PICKENS GATE BOAT RAMP	BOAT RAMP	BARRIER ISLANDS	REGIONAL
BEULAH PARK & COMMUNITY CENTER	COMMUNITY CENTER	SUBURBAN / URBANIZING	COMMUNITY
BLUFF SPRINGS	NEIGHBORHOOD UNIMPROVED	RURAL	COMMUNITY
BYRNEVILLE PARK & COMMUNITY CENTER	COMMUNITY CENTER	RURAL	COMMUNITY
DAVISVILLE COMMUNITY CENTER	COMMUNITY CENTER	RURAL	COMMUNITY
DORRIE MILLER PARK & COMMUNITY CENTER	COMMUNITY CENTER	URBAN	COMMUNITY
ENGLEWOOD PARK & COMMUNITY CENTER	COMMUNITY CENTER	URBAN	COMMUNITY
QUINTETTE ATHLETIC PARK & COMMUNITY CENTER	COMMUNITY CENTER	SUBURBAN / URBANIZING	COMMUNITY
AVONDALE PARK	NEIGHBORHOOD	SUBURBAN / URBANIZING	NEIGHBORHOOD
R L KING PARK	NEIGHBORHOOD	SUBURBAN / URBANIZING	NEIGHBORHOOD
BRENTWOOD PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
BRISTOL PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
CARRIAGE HILLS/CHARBAR PARK	NEIGHBORHOOD	SUBURBAN / URBANIZING	NEIGHBORHOOD
CARVER PARK	NEIGHBORHOOD	SUBURBAN / URBANIZING	COMMUNITY
CHIMES WAY PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
CORRY PARK I	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
MAX DICKSON PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
DIEGO CIRCLE	NEIGHBORHOOD	URBAN	NEIGHBORHOOD

Escambia County  
Parks List 2010

EBONWOOD COMMUNITY CENTER	COMMUNITY CENTER	URBAN	COMMUNITY
HARVESTER HOMES PARK I	NEIGHBORHOOD	SUBURBAN / URBANIZING	NEIGHBORHOOD
HARVESTER HOMES PARK II	NEIGHBORHOOD	SUBURBAN / URBANIZING	NEIGHBORHOOD
LEXINGTON TERRACE PARK	COMMUNITY CENTER	URBAN	REGIONAL
JAUNITA WILLIAMS PARK	COMMUNITY CENTER	URBAN	COMMUNITY
LAKEWOOD PARK	GREENWAY	URBAN	NEIGHBORHOOD
LINCOLN PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
MEADOWBROOK PARK I	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
MOLINO FAIRGROUNDS PARK	NATURE PRESERVE	RURAL	COMMUNITY
NAVY POINT WATERFRONT PARK	PUBLIC BEACH	URBAN	REGIONAL
O'CONNOR - COLLING COMMUNITY PARK	NEIGHBORHOOD	SUBURBAN / URBANIZING	COMMUNITY
OAKCREST PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
OAKFIELD ACRES I	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
OLD ENSLEY SCHOOL PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
OSCEOLA PARK I	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
REGENCY PARK	NEIGHBORHOOD	URBAN	COMMUNITY
SHADY TERRACE PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
SHELL ROAD PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
GENE PICKERILL PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
ST AUGUSTINE PARK	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
TANGEN HEIGHTS PARK	NEIGHBORHOOD	SUBURBAN / URBANIZING	NEIGHBORHOOD
TULIP PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
ASHTON BROSNAHAM PARK	ATHLETIC	SUBURBAN / URBANIZING	REGIONAL
HELLEN CARO ELEMENTARY SCHOOL	NEIGHBORHOOD	SUBURBAN / URBANIZING	NEIGHBORHOOD
LAKE STONE CAMPGROUND	SPECIAL USE	RURAL	REGIONAL
SRIA - PENSACOLA BEACH SOUNDSIDE	NATURE PRESERVE	BARRIER ISLANDS	REGIONAL
PENSACOLA FISHING PIER	FISHING PIER	URBAN	REGIONAL
PERDIDO KEY (SANDY KEY)	BEACH ACCESS	BARRIER ISLANDS	REGIONAL
PERDIDO KEY 1 (GULFSIDE)	BEACH ACCESS	BARRIER ISLANDS	REGIONAL
PERDIDO KEY 2 (RIVER ROAD)	BEACH ACCESS	BARRIER ISLANDS	REGIONAL
MARIE ELLA DAVIS PARK & COMMUNITY CENTER	COMMUNITY CENTER	URBAN	COMMUNITY
OAK GROVE PARK & COMMUNITY CENTER	COMMUNITY CENTER	RURAL	COMMUNITY
AERO VISTA PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
WEDGEWOOD PARK	NEIGHBORHOOD	URBAN	COMMUNITY
SRIA - CROWLEY PARK	NEIGHBORHOOD	BARRIER ISLANDS	NEIGHBORHOOD
WOODLANDS PARK	NEIGHBORHOOD	SUBURBAN / URBANIZING	NEIGHBORHOOD
CIVITAN PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
TWIN LAKES ESTATES PARK	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
RAINES TERRACE	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
RIVER GARDENS	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
BARRINGTON COURT	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
MAYFAIR PARK II	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
OAKFIELD ACRES II	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
BEGGS LANE PARK	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
CORRY PARK II	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
GONZALEZ PARK	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
SOUTH FAIRFIELD PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD

Escambia County  
Parks List 2010

FAIRWAY PARK	NEIGHBORHOOD	URBAN	NEIGHBORHOOD
BRENDA LANE PARK	NEIGHBORHOOD UNIMPROVED	URBAN	COMMUNITY
GARCON BAYOU NATURE PARK	NATURE PRESERVE	SUBURBAN / URBANIZING	COMMUNITY
SERENITY PARK	NEIGHBORHOOD UNIMPROVED	SUBURBAN / URBANIZING	NEIGHBORHOOD
RIVER ROAD PARK	NEIGHBORHOOD	BARRIER ISLANDS	NEIGHBORHOOD
OSCEOLA PARK II	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
MEADOWBROOK PARK II	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
OSCEOLA PARK III	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
OAK PARK	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
STAR LAKE	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
BRATT PARK	NEIGHBORHOOD UNIMPROVED	RURAL	NEIGHBORHOOD
PINE VALLEY	NEIGHBORHOOD UNIMPROVED	SUBURBAN / URBANIZING	NEIGHBORHOOD
BARRINEAU PARK & COMMUNITY CENTER	COMMUNITY CENTER	RURAL	COMMUNITY
BILL DICKSON PARK	NATURE PRESERVE	SUBURBAN / URBANIZING	REGIONAL
NAVY POINT TRIANGLE PARK	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
WALNUT HILL COMMUNITY CENTER	COMMUNITY CENTER	RURAL	COMMUNITY
PERDIDO RIVER WALK	GREENWAY	SUBURBAN / URBANIZING	REGIONAL
EMERALD SHORES PARKS	NEIGHBORHOOD UNIMPROVED	SUBURBAN / URBANIZING	NEIGHBORHOOD
LAKE STONE BOAT RAMP	BOAT RAMP	RURAL	REGIONAL
SRIA - QUIETWATER BEACH BOAT RAMP	BOAT RAMP	BARRIER ISLANDS	REGIONAL
MAYFAIR PARK I	ATHLETIC	URBAN	NEIGHBORHOOD
JONES SWAMP PRESERVE	GREENWAY	URBAN	REGIONAL
MOLINO FIRE DEPARTMENT PARK	NEIGHBORHOOD	RURAL	NEIGHBORHOOD
TREASURE HILLS PARK	NEIGHBORHOOD UNIMPROVED	SUBURBAN / URBANIZING	COMMUNITY
PERDIDO KIDS PARK	NEIGHBORHOOD	SUBURBAN / URBANIZING	REGIONAL
KINGSFIELD PARK	NEIGHBORHOOD UNIMPROVED	SUBURBAN / URBANIZING	COMMUNITY
SRIA - QUIETWATER BEACH RECREATION AREA	PUBLIC BEACH	BARRIER ISLANDS	REGIONAL
SRIA - CASINO BEACH RECREATION AREA	PUBLIC BEACH	BARRIER ISLANDS	REGIONAL
PERDIDO MANOR	NEIGHBORHOOD UNIMPROVED	SUBURBAN / URBANIZING	NEIGHBORHOOD
WOODRUN PARK	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
EL DORADO PARK	NEIGHBORHOOD UNIMPROVED	SUBURBAN / URBANIZING	NEIGHBORHOOD
VILLA DE CASA PARK	NEIGHBORHOOD UNIMPROVED	SUBURBAN / URBANIZING	NEIGHBORHOOD
HERITAGE LAKES	NEIGHBORHOOD UNIMPROVED	SUBURBAN / URBANIZING	NEIGHBORHOOD
SRIA - FORT PICKENS GATE RECREATION AREA	PUBLIC BEACH	BARRIER ISLANDS	REGIONAL
WATERS BEACH PARK	NEIGHBORHOOD UNIMPROVED	SUBURBAN/URBANIZED	NEIGHBORHOOD
MURR HEIGHTS PARK	NEIGHBORHOOD UNIMPROVED	URBAN	NEIGHBORHOOD
BAYOU GRANDE BLVD RIGHT OF WAY	PUBLIC BEACH	URBAN	REGIONAL
WELLER BOAT RAMP	BOAT RAMP	SUBURBAN / URBANIZING	NEIGHBORHOOD
SRIA - PENSACOLA BEACH GULF PIER	FISHING PIER	BARRIER ISLANDS	REGIONAL
PERDIDO BAY COUNTRY CLUB ESTATES	NATURE PRESERVE	SUBURBAN / URBANIZING	NEIGHBORHOOD
MARINERS OAKS	GREENWAY	SUBURBAN / URBANIZING	NEIGHBORHOOD
YOAKUM COURT	NEIGHBORHOOD UNINPROVED	URBAN	NEIGHBORHOOD
LEXINGTON TERRACE PARK	GREENWAY	URBAN	REGIONAL
BLUFF SPRINGS	BOAT RAMP	RURAL	COMMUNITY
BILL DICKSON PARK	BOAT RAMP	SUBURBAN / URBANIZING	REGIONAL
QUINTETTE ATHLETIC PARK & COMMUNITY CENTER	ATHLETIC	SUBURBAN / URBANIZING	COMMUNITY
RIVER ROAD PARK II	NEIGHBORHOOD UNINPROVED	BARRIER ISLANDS	NEIGHBORHOOD

Escambia County  
Parks List 2010

ESCAMBIA COUNTY EQUESTRIAN CENTER	SPECIAL USE	SUBURBAN / URBANIZING	REGIONAL
JACK REDDIX PARK	NEIGHBORHOOD	SUBURBAN / URBANIZING	NEIGHBORHOOD
SRIA - PENSACOLA BEACH EAST	PUBLIC BEACH	BARRIER ISLANDS	REGIONAL



ALABAMA

Santa Rosa County, FL

**Legend**

**ESCAMBIA.COUNTY.PARKS**

**TYPE**

- ATHLETIC
- BEACH ACCESS
- BOAT RAMP
- COMMUNITY CENTER
- FISHING PIER
- GREENWAY
- NATURE PRESERVE
- NEIGHBORHOOD
- NEIGHBORHOOD UNIMPROVED
- NEIGHBORHOOD UNINPROVED
- PUBLIC BEACH
- SPECIAL USE

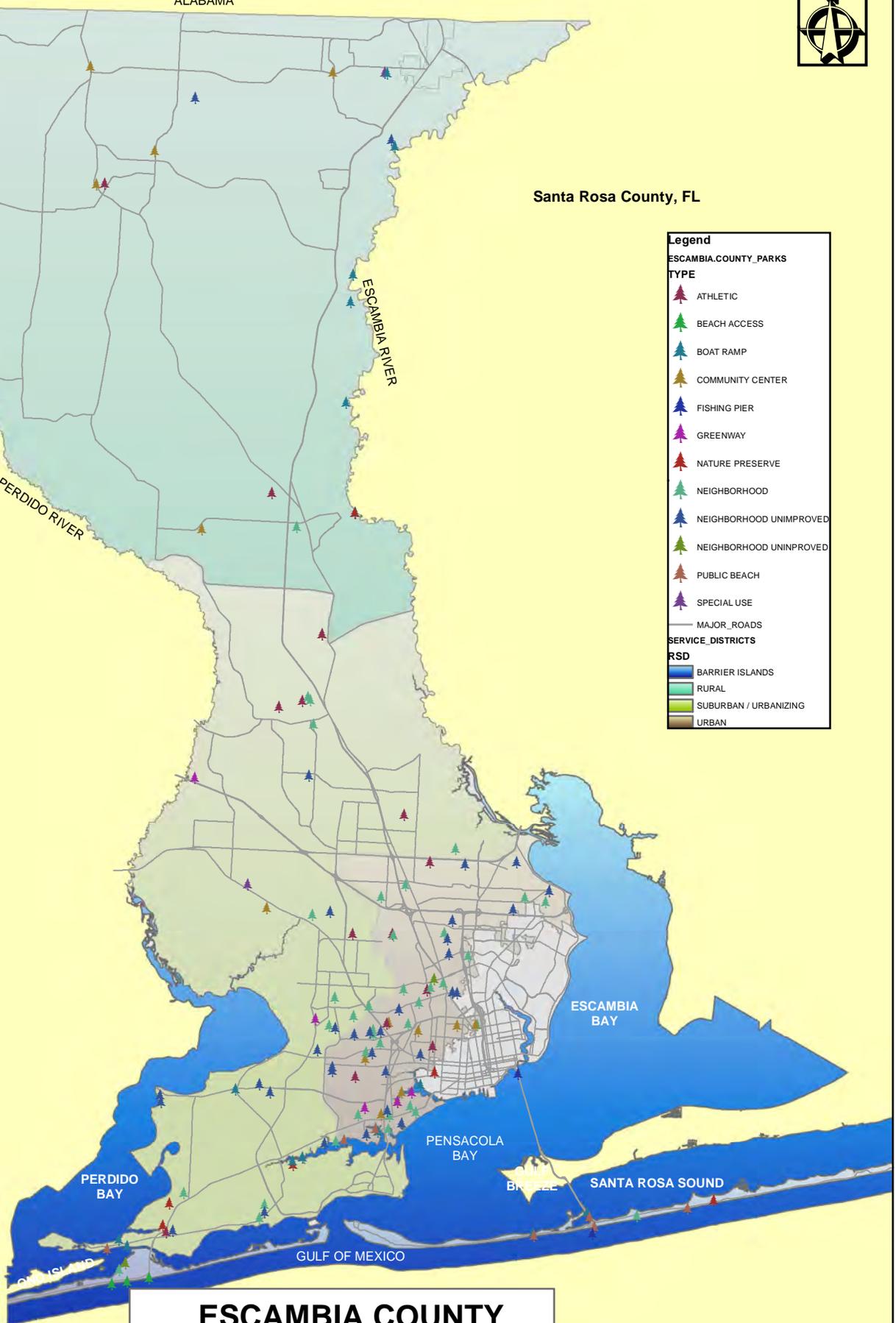
**SERVICE\_DISTRICTS**

**RSD**

- BARRIER ISLANDS
- RURAL
- SUBURBAN / URBANIZING
- URBAN

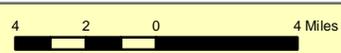
**MAJOR\_ROADS**

Alabama



**ESCAMBIA COUNTY  
PARKS & SVC DISTRICTS  
2011-2012**

This map was prepared by the Escambia County Development Services and is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than



*FY 2012-2016 CIE Annual Update*

*Solid Waste LOS Analysis Report*

## **Solid Waste LOS Analysis - 2011**

**Brent Schneider**

**Department of Solid Waste Management**

**Manager Engineering & Environmental Quality**

The adopted level of service standard for solid waste is a disposal rate of six pounds per capita per day. Escambia County continues to maintain its solid waste level of service commitments under the comprehensive plan, which is to provide adequate municipal solid waste disposal capacity of 6 pounds per capita per day by allocating funding for future landfill construction and closure of cells. These cells are required since the County must provide adequate disposal capacity for its citizens. The population growth is anticipated to be 1% for the near future, so the County funds the cell expansion as required to ensure there is no deficiency in required landfill capacity. Currently, the average waste acceptance is 900 tons/day and compaction density for our waste stream averages at least 1500 pounds per cubic yard. This compaction rate may change in the future as the methodology and waste compositions vary.

The Perdido Landfill has remaining filling capacity through the end of 2014 based on the current footprint. Perdido Landfill Mining Phase I is currently under way with a completion date of fall 2011. Once complete, Phase I mining will facilitate construction of the future expansion cell, Section 5 Cell 1A. Funding for construction of Section 5 Cell 1A is included in Fiscal Year 2013 at \$6,450,000. Construction of Section 5 Cell 1A will begin in early 2013 and will be available for use in early 2014 with a four-year capacity.

Funding for the closure costs are accrued and escrowed each year as required by Chapter 62-701, F.AC, and total \$4,929,174 as of September 30, 2010, (Landfill Management Escrow Cash Account Audit, O'Sullivan Creel, LLP, March 2011). The total acreage for the Perdido Landfill facility is 955 acres, which includes permitted disposal areas, service areas, materials recycling and yard waste recycling, 352 acres, conservation 172 acres and future expansion (Section Six), 431 acres. The current build-out for disposal is 141 acres, through Section 5, Cell 3 providing solid waste disposal capacity through 2033. Disposal capacity in Section Six is estimated at 50 to 70 years. All capital projects underway and into the near future are fully funded.

Clearly, with the appropriately timed expansions, the County has sufficient capacity at the Perdido Landfill to accommodate current development and growth during the planning period.

*FY 2012-2016 CIE Annual Update*

*Storm water/Drainage LOS Analysis Report*

## Stormwater / Drainage LOS Analysis

Joy Blackmon, County Engineer

Escambia County has determined that proper management of stormwater is necessary to reduce the frequency of flooding and to improve the quality of runoff reaching surface water bodies. To this end, the County contracted with stormwater consultants to develop a Stormwater Master Plan that was completed in November 1994. The plan included inventories of existing stormwater systems throughout the County, and it included detailed studies of 3 of the county's 41 major watershed drainage basins. Also in the plan, future stormwater improvement projects were identified and ranked according to selected criteria. The preliminary Capital Improvement Plan Project List contained 87 proposed projects, and from this list, the County Commission selected 30 of the projects to be completed in a 3-year Capital Improvement Plan (CIP). It was the County's intent to periodically update the Stormwater Master Plan and construct the projects that were identified in the Capital Improvement Plan Project List in an orderly fashion.

In 1998, Escambia County was issued its first National Pollutant Discharge Elimination System (NPDES) Permit for its Municipal Separate Storm Sewer System (MS4). This 5-year permit was renewed in May 2004. One of the requirements of the NPDES Permit is a long-term stormwater quality-monitoring program designed to document and illustrate improvements in the County's stormwater management program. The NPDES Stormwater Monitoring Plan will be implemented for the duration of the permit (5 years), and it has the goal of identifying sources and impacts of specific stormwater pollutants, as well as identifying the most cost-effective stormwater controls.

In addition to the county's NPDES Permit water quality monitoring requirement, the Florida Department of Environmental Protection (FDEP) is conducting additional water quality monitoring within the Pensacola Bay System, and within the Perdido Bay System. This additional sampling is being done to confirm which waterbodies will comprise the new 303(d) Verified List of Impaired Waters. The waterbodies that are placed on the Verified List will be required to have Total Maximum Daily Loads (TMDLs) calculated for them. These TMDLs will restrict future allowable discharges in watersheds that have one or more impaired waters, and thus potentially restrict future economic development in those impaired watersheds. FDEP has encouraged local governments to stay involved in the TMDL process, so the county has elected to assist FDEP with the additional TMDL sampling, data collection, and analysis in Pensacola and Perdido Bay watersheds. These TMDL monitoring activities, as well as the NPDES Stormwater Monitoring Plan permit requirement, have necessitated the need for Escambia County to become more actively involved in assessing water quality by employing water quality sampling personnel and purchasing water quality sampling equipment.

In September 2003, the County prepared the *Escambia County Ambient Water Quality Report*, which is the first phase of the countywide watershed management approach. This report provides a preliminary evaluation of the status of water quality in Escambia County utilizing the FDEP methodology described in Chapter 62-303 F.A.C. (*Identification of Impaired Surface Waters and Criteria for Surface Water Quality Classification*). In this report, statistical analysis of water quality data was utilized to list and rank Escambia County water bodies according to their degree of water quality impairment. This ranking enables the county to prioritize stormwater and water quality improvement projects in those watersheds that are most impaired and, therefore, most in need of improvement projects.

In December 2003, the county prepared the *LOST Funding for Stormwater Management – Flooding and Water Quality Enhancement Program Report*, which is a review of flooding and stormwater quality improvement projects funded by the County's Local Option Sales Tax (LOST) program. Projects included in the report are the paving and stabilization of dirt roads to reduce sedimentation and turbidity in streams, and the installation of structural stormwater Best Management Practices (BMPs) to reduce flooding and improve water quality. Projects that were completed are reviewed in the report, and projects that are proposed are discussed to examine their anticipated benefits. This report effectively analyzes the flooding and water quality enhancement benefits that have been achieved by the County, and it updates the County's Stormwater Master Plan basin by basin.

Of the County's 41 watershed drainage basins, detailed basin master plan studies have been completed or are underway for 10 of these basins. It is anticipated that a minimum of 3 additional basin studies will be contracted each of the successive years until all 41-basin master plan studies are completed. This watershed basin approach identifies current structural stormwater systems that exist in each drainage basin, surveys property owners within the basins to determine their concerns, and identifies recommended future stormwater and drainage projects that will reduce flooding and improve water quality in each basin.

The County currently continues the Basin study program in an effort to stay ahead of anticipated growth in terms of water quality and flood control, correct existing deficiencies with flooding and water quality, and develop reasonable cost estimates and priority schedules to ensure proper planning and funding of future infrastructure needs.

*FY 2012-2016 CIE Annual Update*

*Transportation & Traffic LOS Analysis Report  
w/ De Minimis Report, Traffic Volume & LOS Report  
and 2005 Federal Functional Classification Map*

Transportation & Traffic LOS Analysis for 2012 – 2016 CIP  
Colby Brown, Division Manager

Escambia County has implemented approximately \$17 million of local funds (LOST III) from 2008 to 2010 with approximately \$30 million budgeted for FY 2011-12. An additional \$75 M is allocated between 2012 to 2016. Part of which goes to ensure that we maintain the expected LOS on state and local roadways. Escambia County will continue to be a partner to ensure transportation needs are achieved.

Escambia County has a Concurrency Management System in place to integrate the updated transportation variables and ensure appropriate transportation infrastructure is available as development comes on-line. This system has been operational for more than ten years. The concurrency management system also ensures facilities will be in place to monitor development activities as well as area activities that may have an impact to county roadway infrastructure. The County will continue to use and pursue all alternatives to provide additional revenue sources to meet the growing demand for better mobility. These sources will include such resources as Proportionate Fair Share, Turn Lane Mitigation, Local Option Sales Tax, Transportation Regional Incentive Programs, County Incentive Grants, and Contributions by Development Agreements.

Escambia County conducts annual evaluations on all roadways exceeding 75% capacity used because Florida Department of Transportation (FDOT) annual counts have an 18 month delay for count data published. This will ensure no roadway will exceed capacity or action needed during the time laps. The typical concurrency report is based upon the Florida Traffic Information updated annually provided by FDOT. The FL-AL Transportation Planning Organization (TPO) runs the traffic models and prioritizes the list of FDOT projects as well as occasional County projects. Please reference the FL-AL TPO Cost Feasible Report and the Concurrency Management Systems Manual for more information on the methodology.

The Traffic Volume and Level of Service Report (LOS Report) for the County's roadway network can be found at: <http://myescambia.com/Bureaus/DevelopmentServices/documents/SeptWeb.pdf> and is also included in this report. The LOS standards for transportation are reviewed and adjusted (as necessary) to comply with the expected quality of travel. The County is exploring the link between transportation levels of service with respect to the expected future lane uses. The County will continue to provide LOS reports and potential mitigation options to County and local officials.

**Escambia County Office of Transportation & Traffic Operations**

**TRAFFIC VOLUME & LEVEL OF SERVICE REPORT**

Updated 10/11/10

**Peak Hour Between 4 and 6 P.M.**

Road No.	On Street	Roadway Facility	Date Of Count	2-Way PM PH Counted Volume	Axle Factor	Seas. Factor	2-Way PM PH Fact. Vol.	Alloc. Trips	Total Trips	Rev. Serv. Vol.	2-Way PH % Serv. Vol. Used	Avail. Trips	1% Serv. Vol.	5% Serv. Vol.	110% Serv. Vol.	Hurricane Evac. Rt	
(1)	(2)	(3)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(21)	(22)	(24)
City	12th Avenue	Fairfield Dr. to Bayou Blvd.	1/20/2009	2043	0.97	1.04	2061	0	2061		3120	60%	1371	31	156	3432	No
City/Co.	12th Avenue / Tippin Avenue	Bayou Blvd. to Langley Ave.	1/20/2009	2224	0.97	1.04	2244	6	2250		3120	66%	1182	31	156	3432	No
County	61st Avenue	Jackson St. to Tonawanda Dr.	5/19/2005	126	0.95	0.99	119	0	119		1480	7%	1509	15	74	1628	No
County	61st Avenue	US 98 to Jackson St.	5/18/2005	124	0.95	1	118	0	118		1480	7%	1510	15	74	1628	No
SR289	9th Avenue	Cervantes St. to Bayou Blvd.	2/26/2009	1704	0.98	0.99	1653	0	1653		3221	51%	1568	32	161	3543	from SR295
SR289	9th Avenue	Chase St. to Cervantes St.	1/22/2009	1378	0.97	1.04	1390	0	1390		2955	43%	1861	30	148	3251	No
SR289	9th Avenue	Langley Ave. to Creighton Rd.	3/4/09	2761	1	1	2761	17	2778		3110	89%	332	31	156	3421	Yes
SR289	9th Avenue	Creighton Rd. to Olive Rd.	1/29/09	2332	0.99	1.03	2378	48	2426		3110	71%	995	31	156	3421	NO
SR289	9th Avenue	Bayou Blvd. to Langley Ave	3/3/09	1676	1	1	1676	23	1699		3110	55%	1411	31	156	3421	Yes
SR750	Airport Blvd.	Pensacola Blvd. to Davis Hwy.	1/13/2009	1855	0.97	1.03	1853	41	1894		2950	58%	1351	30	148	3245	No
SR750	Airport Blvd.	Davis Hwy. to 12th Ave.	2/26/2009	1681	0.97	0.99	1614	8	1622		2950	50%	1623	30	148	3245	No
County	Airport Blvd.	W Street to Pensacola Blvd.	1/13/2009	1086	0.97	1.03	1085	85	1170		2950	36%	2075	30	148	3245	No
SR291	Alcaniz Street / MLK Jr. Dr. (SB)	Fairfield Dr. to Wright St.	5/10/2007	390	0.98	0.98	375	2	377		950	36%	668	10	48	1045	No
City	Barrancas Avenue	Pace Blvd. to Garden St.	1/20/2009	1709	0.97	1.04	1724	40	1764		3120	51%	1668	31	156	3432	No
SR292	Barrancas Avenue	Navy Blvd. to Pace Blvd.	1/20/09	2044	0.99	1.04	2105	285	2390		3390	70%	1000	34	170	3729	Yes
CR293	Bauer Road	Sorrento Rd. to Lillian Hwy / US 98	2/11/2009	620	0.99	1.01	620	110	730		1420	47%	832	14	71	1562	No
SR196	Bayfront Pkwy.	Tarragona St. to Gregory St.	2/5/2009	1643	0.99	1.02	1659	0	1659		3390	44%	2070	34	170	3729	No
SR296	Bayou Blvd.	9th Ave. to 12th Ave.	5/28/2008	1950	0.99	0.98	1892	10	1902		3270	58%	1368	33	164	3597	YES
SR296	Bayou Blvd. / Perry Avenue	12th Ave. to Cervantes St.	4/8/2008	1003	0.98	0.98	963	5	968		1610	60%	642	16	81	1771	YES
County	Bellview Road	Blue Angel Pkwy. to Mobile Hwy.	2/3/2009	110	0.98	1.02	110	0	110		1480	7%	1518	15	74	1628	No
CR99	Beulah Road	Nine Mile Rd. to Muscogee Rd.	1/20/2009	326	1	1.04	339	193	532		1400	35%	1008	14	70	1540	No
CR99	Beulah Road	Mobile Hwy. to Nine Mile Rd.	6/3/2005	234	0.99	1	232	82	314		1390	21%	1215	14	70	1529	No
CR99	Beulah Road / Hurst Hammock Rd	Perdido River to Mobile Hwy.	5/19/2005	52	0.99	1	51	27	78		1390	5%	1451	14	70	1529	No
SR173	Blue Angel Pkwy.	of Sorrento (end of 4 lane) to US98	1/21/2009	1513	0.98	1.04	1542	234	1776		2320	77%	544	23	116	2552	YES
SR173	Blue Angel Pkwy.	IAS to N. of Sorrento (end of 4 lane)	5/21/2007	897	0.97	0.98	853	217	1070		3410	29%	2681	34	171	3751	No
SR173	Blue Angel Pkwy.	US 98 to Saufley Field Rd.*	2/23/09	1621	0.99	1	1605	205	1810	AT	1900	95%	90	19	95	2090	Yes
SR173	Blue Angel Pkwy.	Saufley Field Rd. to Pine Forest Rd.	3/11/09	1314	0.99	1	1301	65	1366		1560	88%	194	16	78	1716	Yes
SR296	Brent Lane	Rawson Lane to Davis Hwy	2/15/10	3353	0.99	1.01	3353	15	3368	AT	4240	79%	872	42	212	4664	Yes
SR296	Brent Lane	Pensacola Blvd. to Rawson Lane	1/13/09	2589	0.99	1	2563	1	2564	AT	3340	77%	776	33	167	3674	Yes
SR296	Brent Lane	Davis Hwy. to 9th Avenue	5/28/08	1950	0.99	0.99	1911	57	1968	AT	3390	58%	1422	34	170	3729	Yes
County	Bronson Road	Lillian Hwy. (E) to Lillian Hwy. (W)	5/18/2005	11	0.99	1	11	0	11		1390	1%	1518	14	70	1529	No
SR742	Burgess Road	Pensacola Blvd. to Davis Hwy.	4/30/2008	784	0.98	0.98	753	57	810		1560	47%	906	16	78	1716	No
SR742	Burgess Road / Lanier Drive	Davis Hwy. to Creighton Rd.	5/22/2007	185	0.98	0.98	178	2	180		1560	10%	1536	16	78	1716	No
UWF	Campus Drive	University Pkwy. to Davis Hwy.	5/3/2007	410	0.98	0.98	394	4	398		3120	12%	3034	31	156	3432	No
CR296A/34	Cerny Road/Marlane Drive/CR34	Blue Angel Pkwy. to Mobile Hwy.	4/30/2007	542	0.98	0.98	521	0	521		1480	32%	1107	15	74	1628	No
SR30	Chase Street / US 98 (EB)	I-110/9th Ave. to Bayfront Pkwy.	5/15/2007	1716	0.98	0.98	1648	0	1648		3058	49%	1716	31	153	3364	No
CR749	Chemstrand Road	Nine Mile Rd. to Old Chemstrand Rd. *	3/3/09	1402	0.99	1	1388	119	1507	AP	2110	65%	814	21	106	2321	NO
SR742	Creighton Road	9th Ave. to Scenic Hwy.	4/22/2008	874	0.98	0.98	839	59	898		1560	58%	662	16	78	1716	YES
SR742	Creighton Road	Davis Hwy. to 9th Ave.	2/10/2009	1888	0.99	1.01	1888	25	1913		3390	51%	1816	34	170	3729	No
SR291	Davis Hwy.	University Pkwy. to Nine Mile Rd.	4/3/2008	1986	0.98	0.98	1907	145	2052		3390	61%	1338	34	170	3729	YES
SR291	Davis Hwy.	Fairfield Dr. to Brent Ln	8/6/2007	1671	0.98	0.98	1605	33	1638		3390	44%	2091	34	170	3729	No
SR291	Davis Hwy.	Burgess Rd to University Pkwy	2/15/10	2839	1	0.99	2811	36	2847		4240	67%	1393	42	212	4664	Yes
SR291	Davis Hwy.	Brent Ln to Burgess Rd	1/13/09	2284	0.97	1.03	2282	66	2348		3390	69%	1042	34	170	3729	Yes
SR10	Davis Hwy.	Nine Mile Rd. to Santa Rosa County Line	2/9/09	2345	0.97	1.01	2297	8	2305		3390	68%	1085	34	170	3729	Yes
SR291	Davis Hwy. (NB)	Wright St. to Fairfield Dr.	5/21/2007	432	0.98	0.98	415	6	421		2034	19%	1816	20	102	2237	No
CR465	Detroit Blvd.	Pine Forest Rd. to US 29	4/30/2008	562	0.99	0.98	545	327	872		1480	54%	756	15	74	1628	No
CR297	Dog Track Road	Blue Angel Pkwy. to US 98	4/30/2007	441	0.98	0.99	428	79	507		1480	31%	1121	15	74	1628	No
CR297	Dog Track Road	Sorrento Rd. to Blue Angel Pkwy.	5/3/2007	293	0.98	0.98	281	87	368		1480	23%	1260	15	74	1628	No

SR289	9th Avenue	Cervantes St. to Bayou Blvd.	2/26/2009	1704	0.98	0.99	1653	0	1653		3221	51%	1568	32	161	3543	from SR295
SR289	9th Avenue	Chase St. to Cervantes St.	1/22/2009	1378	0.97	1.04	1390	0	1390		2955	43%	1861	30	148	3251	No
SR289	9th Avenue	Langley Ave. to Creighton Rd.	3/4/09	2761	1	1	2761	17	2778		3110	89%	332	31	156	3421	Yes
SR289	9th Avenue	Creighton Rd. to Olive Rd.	1/29/09	2332	0.99	1.03	2378	48	2426		3110	71%	995	31	156	3421	NO
SR289	9th Avenue	Bayou Blvd. to Langley Ave	3/3/09	1676	1	1	1676	23	1699		3110	55%	1411	31	156	3421	Yes
County	Doug Ford Road	Perdido Bay Ctry Club to Sorrento Rd	5/19/2005	304	0.99	1	301	1	302		1390	20%	1227	14	70	1529	No
CR443	E Street	Cervantes St. to Texar Dr.	5/15/2007	727	0.98	0.98	698	27	725		1480	45%	903	15	74	1628	No
SR727	Fairfield Drive	Lillian Hwy. to Mobile Hwy.	1/15/2009	1543	0.99	1.05	1604	38	1642		1560	96%	74	16	78	1716	No
SR295	Fairfield Drive	I-110 to 12th Ave.	3/23/2009	1708	0.97	0.99	1640	2	1642		2750	60%	1108	28	138	3025	to 9th Ave.
SR727	Fairfield Drive	Mobile Hwy. to New Warrington Rd.	5/17/2007	1944	0.97	0.97	1829	96	1925		3390	52%	1804	34	170	3729	No
SR727	Fairfield Drive	Gulf Beach Hwy. to US 98	1/21/2009	490	0.97	1.03	490	34	524		1560	31%	1192	16	78	1716	No
SR295	Fairfield Drive	New Warrington Rd. to Pace Blvd.	1/15/09	3016	0.98	1.03	3044	65	3109		3390	92%	281	34	170	3729	Yes
SR295	Fairfield Drive	Pace Blvd. to 1-110	1/13/09	2142	0.99	1.05	2227	31	2258		3110	73%	852	31	156	3421	Yes
SR727	Fairfield Drive	US 98 to Lillian Hwy.	2/3/09	1172	0.99	1.02	1183	60	1243		1560	72%	473	16	78	1716	NO
CR399	Fort Pickens Road	Ft. Pickens to Pensacola Beach Blvd	5/17/2006	515	0.98	1.01	510	44	554		1480	34%	1074	15	74	1628	No
SR30/295	Garden Street / US 98 / US 98B	A St. to Gregory St.	5/8/2007	1922	0.99	1	1903	0	1903		3110	56%	1518	31	156	3421	No
SR30/295	Garden Street / US 98 / US 98B	Pace Blvd. to A St.	5/14/2007	1705	0.98	0.98	1637	7	1644		2954	51%	1605	30	148	3249	No
SR30	Gregory Street (WB) / US 98	17th Ave. to 9th Ave./I-110	5/10/2007	1276	0.98	0.98	1225	0	1225		3048	40%	1823	30	152	3353	YES
CR292A	Gulf Beach Hwy.	Sorrento Rd. (W) to Blue Angel Pkwy	2/2/2009	388	0.98	1	380	397	777		1480	48%	851	15	74	1628	No
CR292A	Gulf Beach Hwy.	Blue Angel Pkwy. to Sorrento Rd. (E)	5/1/2007	642	0.98	0.98	617	0	617		1480	38%	1011	15	74	1628	No
SR292	Gulf Beach Hwy. / Sorrento Rd.	Blue Angel Pkwy. to Fairfield Dr.	3/3/2009	1263	0.99	1	1250	313	1563		3130	50%	1567	31	157	3443	YES
SR292	Gulf Beach Hwy. / Sorrento Rd.	Fairfield Dr. to Navy Blvd.*	1/22/09	1574	1	1	1574	179	1753	AT	2000	88%	247	20	100	2200	Yes
County	Hancock Ln. / Sarah Dr.	Palafox St. to Burgess Rd.	5/5/2005	67	0.99	1	66	27	93		1480	6%	1535	15	74	1628	No
CR164	Highway 164	SR 97 to US 29	4/27/2005	42	0.95	0.98	39	5	44		1920	2%	2068	19	96	2112	No
CR168	Highway 168	CR 99 to CR 4A	4/30/2007	62	0.98	0.98	60	0	60		1190	5%	1249	12	60	1309	No
CR182	Highway 182 / Molino Road	CR 99 to US 29	4/27/2005	82	0.95	0.98	76	6	82		1190	6%	1227	12	60	1309	No
CR196	Highway 196 / Barrineau Park Rd	CR 97 to US 29	4/27/2005	106	0.99	0.99	104	37	141		1190	11%	1168	12	60	1309	No
CR196	Highway 196 / Barrineau Park Rd	US 29 to CR 95A	3/10/1999	56	0.99	0.99	55	26	81		1190	6%	1228	12	60	1309	No
CR297A	Highway 297A	Pine Forest Rd. to CR 97	8/20/2008	900	0.97	1	873	123	996		1480	61%	632	15	74	1628	No
CR297A	Highway 297A	CR 97 to Muscogee Rd. / CR 184	12/3/2008	437	0.98	0.98	420	88	508		1480	31%	1120	15	74	1628	No
CR4	Highway 4	SR 97 to US 29	4/27/2005	142	0.95	0.99	134	9	143		1190	11%	1166	12	60	1309	No
SR4	Highway 4 (Century)	US 29 to Santa Rosa County Line	4/30/2007	424	0.98	0.99	411	1	412		1350	28%	1073	14	68	1485	No
CR4A	Highway 4A	US 29 (S) to CR 168	4/27/2005	48	0.95	0.98	45	0	45		1190	3%	1264	12	60	1309	No
CR4A	Highway 4A (Century)	CR 168 to US 29 (N)	4/27/2005	101	0.98	0.99	98	0	98		1500	6%	1552	15	75	1650	No
CR97	Highway 97 / Jack's Branch Rd.	Muscogee Rd. to Barrineau Park	4/30/2007	375	0.95	1	356	0	356		1300	25%	1074	13	65	1430	No
SR97	Highway 97 / SR 97	US 29 to Alabama State Line	5/23/2007	379	0.98	0.99	368	15	383		1190	32%	807	12	60	1309	YES
CR97	Highway 97(S)	CR 297A to Muscogee Rd.	11/18/08	334	0.98	1.04	340	177	517		1480	32%	1111	15	74	1628	NO
CR97A	Highway 97A	CR 99 to CR 99A	2/11/2009	43	0.98	0.98	41	3	44		1190	3%	1265	12	60	1309	No
CR99	Highway 99 (N)	SR 97 to Alabama State Line	4/28/1999	98.5	0.95	0.99	93	5	98		1190	7%	1211	12	60	1309	No
CR99	Highway 99 (S)	CR 97 to SR 97	4/27/2005	93	0.95	0.99	87	3	90		1190	7%	1219	12	60	1309	No
CR99A	Highway 99A	Pineville to CR 164	4/27/2005	78	0.95	0.99	73	4	77		1190	6%	1232	12	60	1309	No
County	Hillview Road	Nine Mile Rd. to University Blvd.	6/9/2005	59	0.99	0.99	58	2	60		1480	4%	1568	15	74	1628	No
County	Hollywood Avenue	Fairfield Dr. to Massachusetts Ave.	5/10/2007	380	0.98	0.98	365	3	368		1480	23%	1260	15	74	1628	No
SR8	I-10 (FIHS)	Nine Mile Rd. to Pensacola Blvd.	3/23/2009	3104	0.97	1.01	3041	646	3687		4840	76%	1153	48	242	5324	YES
SR8	I-10 (FIHS)	Pensacola Blvd. to Davis Hwy.	3/23/2009	5064	0.86	0.99	4311	191	4502		7600	59%	3098	76	380	8360	YES
SR8	I-10 (FIHS)	Davis Hwy. to Santa Rosa County Line	3/12/2009	2621	0.97	1.01	2568	39	2607		4840	54%	2233	48	242	5324	YES
SR8	I-10 (FIHS)	Alabama State Line to Nine Mile Rd.	4/17/2007	2596	0.85	0.99	2185	15	2200		5350	41%	3150	54	268	5885	YES
SR8A	I-110 (FIHS)	Airport Blvd. to I-10	5/8/2003	5120	0.97	0.98	4867	26	4893		7600	64%	2707	76	380	8360	YES
SR8A	I-110 (FIHS)	Gregory/Chase St. to Fairfield Dr.	4/9/2003	5141	0.97	0.98	4887	5	4892		7600	64%	2708	76	380	8360	YES
SR8A	I-110 (FIHS)	Fairfield Dr. to Airport Blvd.	3/3/2003	4969	0.97	0.97	4675	22	4697		7600	62%	2903	76	380	8360	YES
CR297	Innerarity Point Road	Innerarity Pt. to Sorrento Rd.	4/28/2009	560	0.98	0.97	532	311	843		1480	52%	785	15	74	1628	No
County	Interstate Circle / Wymart Road	Pine Forest Rd. to Longleaf Dr.	5/3/2005	86	0.99	1	85	3	88		1480	5%	1540	15	74	1628	No
CR298A	Jackson Street	New Warrington Rd. to T St. (city limit)	5/15/2007	696	0.98	0.98	668	16	684		1480	42%	944	15	74	1628	No
CR298A	Jackson Street	Fairfield Dr. to New Warrington Rd.	5/16/2007	643	0.98	0.97	611	31	642		1480	39%	986	15	74	1628	No
County	Jernigan Road	Johnson Ave. to Nine Mile Rd.	5/10/2007	591	0.99	0.99	579	24	603		1480	37%	1025	15	74	1628	No
County	Johnson Avenue	Pensacola Blvd. to Davis Hwy.	4/23/2008	447	0.98	0.98	429	199	628		1480	39%	1000	15	74	1628	No
County	Johnson Avenue	Davis Hwy. to Olive Rd.	2/9/2009	479	0.97	0.99	460	92	552		1480	34%	1076	15	74	1628	No
County	Johnson Beach Road	Perdido Key Dr. to Gulf Island N.S.	3/31/1999	142	0.99	0.99	139	84	223		1390	15%	1306	14	70	1529	No
County	Jordan Street	W St. to A St.	5/15/2007	649	0.98	0.98	623	0	623		1480	38%	1005	15	74	1628	No
CR186	Kingsfield Road	US 29 to Chemstrand Rd.	4/25/2007	582	0.99	0.98	565	97	662		1480	41%	966	15	74	1628	No
CR186	Kingsfield Road	CR 97 to US 29	11/18/2008	404	0.98	0.98	388	178	566		1480	35%	1062	15	74	1628	No
CR186	Kingsfield Road	Beulah Rd./CR 99 to CR 97	5/3/2005	102	0.99	1	101	0	101		1480	6%	1527	15	74	1628	No

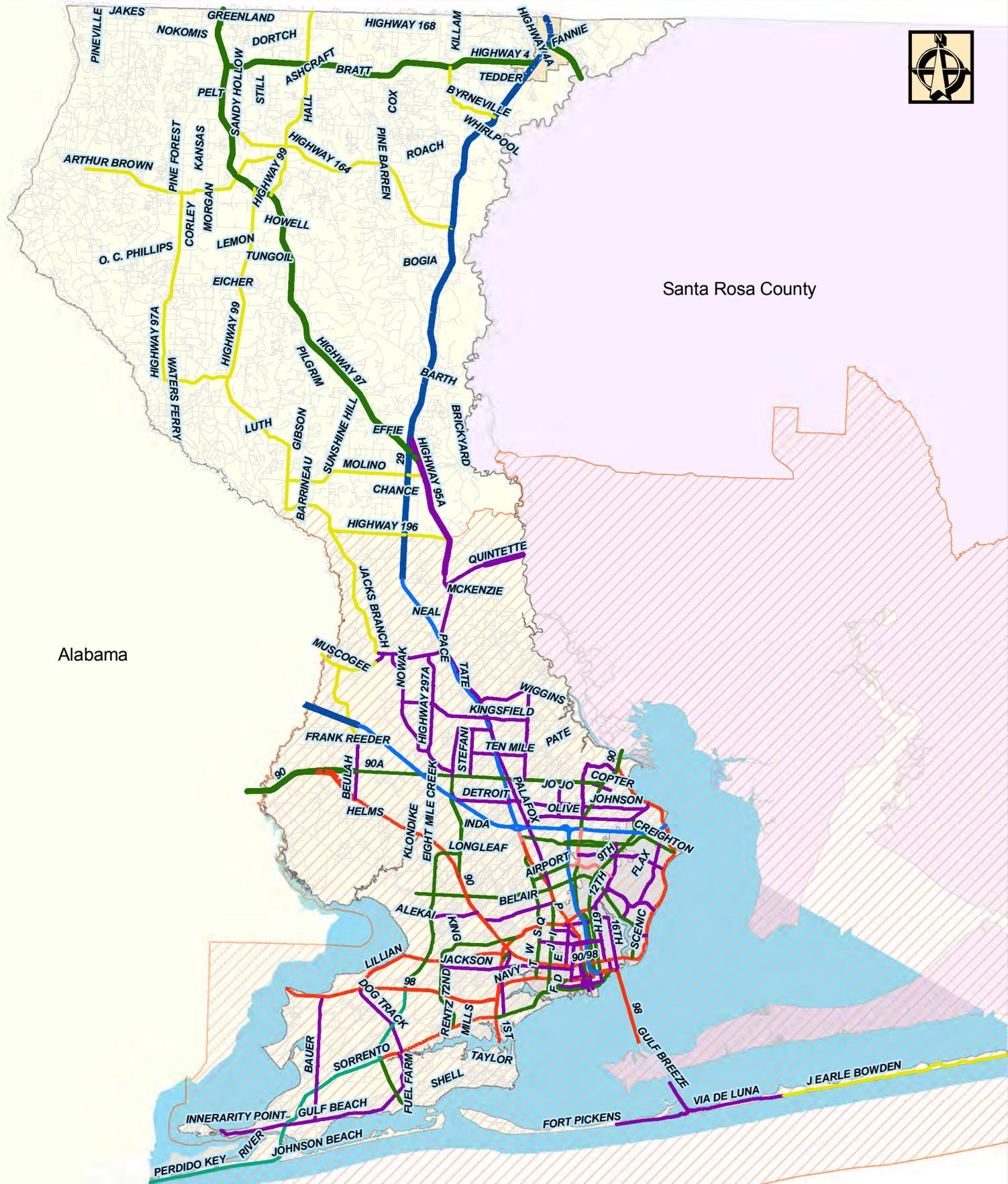
SR289	9th Avenue	Cervantes St. to Bayou Blvd.	2/26/2009	1704	0.98	0.99	1653	0	1653		3221	51%	1568	32	161	3543	from SR295
SR289	9th Avenue	Chase St. to Cervantes St.	1/22/2009	1378	0.97	1.04	1390	0	1390		2955	43%	1861	30	148	3251	No
SR289	9th Avenue	Langley Ave. to Creighton Rd.	3/4/09	2761	1	1	2761	17	2778		3110	89%	332	31	156	3421	Yes
SR289	9th Avenue	Creighton Rd. to Olive Rd.	1/29/09	2332	0.99	1.03	2378	48	2426		3110	71%	995	31	156	3421	NO
SR289	9th Avenue	Bayou Blvd. to Langley Ave	3/3/09	1676	1	1	1676	23	1699		3110	55%	1411	31	156	3421	Yes
County	Langley Avenue	Davis Hwy. to 9th Ave.	5/8/2007	522	0.98	0.98	501	3	504		1480	31%	1124	15	74	1628	No
County	Langley Avenue	9th Avenue to Scenic Hwy.	1/20/09	998	0.97	1.03	997	18	1015		1480	62%	613	15	74	1628	NO
CR480	Leonard St. / St. Mary St.	Pace Blvd. to Palafox St.	5/10/2007	397	0.98	0.98	381	9	390		3120	11%	3042	31	156	3432	No
SR298	Lillian Highway	ue Angel Pkwy to New Warrington R	2/23/2009	977	0.97	0.99	938	81	1019		1560	59%	697	16	78	1716	No
SR298	Lillian Highway	US 98 to Blue Angel Pkwy.	1/21/2009	783	0.98	0.99	760	56	816		1560	48%	900	16	78	1716	No
County	Longleaf / Kemp / Diamond Dairy	Pine Forest Rd. to Pensacola Blvd.	1/27/2009	686	0.99	1.02	693	45	738		1390	48%	791	14	70	1529	No
City	Main Street	A St. to Baylen St.	5/8/2007	1707	0.98	0.98	1639	22	1661		3120	48%	1771	31	156	3432	No
County	Massachusetts Avenue	Mobile Hwy. to Pace Blvd.	2/5/2009	790	0.97	1.02	782	190	972		1480	60%	656	15	74	1628	No
SR296	Michigan Ave. / Beverly	Mobile Hwy. to Pensacola	2/25/09	2440	0.99	0.99	2391	77	2468		3390	73%	922	34	170	3729	Yes
CR184	Muscogee Road	CR 97 to US 29	2/10/2010	681	0.98	0.98	654	56	710		1480	44%	918	15	74	1628	No
CR184	Muscogee Road	Alabama State Line to CR 97	2/10/2010	275	0.99	1	272	0	272		1400	18%	1268	14	70	1540	No
CR399	Navarre Beach	ulf Island N.S. to Santa Rosa Co. Lin	3/10/1999	223	0.99	0.99	219	0	219		1920	10%	1893	19	96	2112	No
SR295	Navy Blvd	NAS to Gulf Beach Hwy.	3/22/2010	2077	0.98	0.98	1995	145	2140		4095	47%	2365	41	205	4505	No
SR295	Navy Blvd.	ulf Beach Hwy to New Warrington R	2/23/2010	2897	0.98	0.97	2754	39	2793		4680	60%	1887	47	234	5148	YES
SR30	Navy Blvd. / US 98	New Warrington Rd to Pace Blvd	2/23/2010	1656	0.98	0.98	1590	0	1590		3110	46%	1831	31	156	3421	No
SR295	New Warrington Road	Navy Blvd to Fairfield Dr.	3/11/2009	2450	0.97	1	2377	154	2531		3390	75%	860	34	170	3729	YES
SR295	New Warrington Road / Leg C	New Warrington Rd. to Lillian Hwy.	5/15/2007	498	0.98	0.98	478	8	486		1460	30%	1120	15	73	1606	No
SR295	New Warrington Road / Leg C	Lillian Hwy. to Mobile Hwy.	5/15/2007	498	0.99	0.99	488	2	490		2750	16%	2535	28	138	3025	No
SR10	Nine Mile Road / US 90A	University Pkwy to Davis Hwy	5/23/2007	1394	0.99	0.98	1352	45	1397		3390	41%	1993	34	170	3729	YES
SR10	Nine Mile Road / US 90A	Pine Forest Rd. to US 29	1/29/09	1807	0.99	1.05	1878	585	2463	AT	2730	90%	267	27	137	3003	Yes
SR10	Nine Mile Road / US 90A	Mobile Hwy. to I-10	1/20/09	422	0.97	1.04	426	1027	1453	HP	2010	72%	557	20	101	2211	Yes
SR10	Nine Mile Road / US 90A	US 29 to University Pkwy	3/5/09	2968	0.98	1	2909	284	3193	AT	4560	70%	1367	46	228	5016	Yes
SR10	Nine Mile Road / US 90A	I-10 to Pine Forest Rd.	2/23/09	986	0.97	0.99	947	144	1091		1560	70%	469	16	78	1716	Yes
CR297	Old Chemstand Road	US 29 to Chemstrand Rd.	4/26/2007	493	0.98	0.99	478	56	534		1480	33%	1094	15	74	1628	No
CR295A	Old Corry Field Road	Navy Blvd. to Lillian Hwy.	5/15/2007	801	0.98	0.99	777	11	788		1480	48%	840	15	74	1628	No
CR295A	Old Corry Field Road	Barrancas Ave. to Navy Blvd.	5/17/2007	704	0.98	0.98	676	26	702		1480	43%	926	15	74	1628	No
SR290	Olive Road	9th Ave. to Scenic Hwy.	4/23/2008	991	0.99	0.98	961	47	1008		1560	59%	708	16	78	1716	No
SR290	Olive Road	Palafox Hwy. to Davis Hwy.	1/29/09	1272	0.99	1.03	1297	125	1422		1610	80%	349	16	81	1771	NO
SR290	Olive Road	Davis Hwy. to 9th Ave.	2009	1181	1	1.03	1216	83	1299		1610	73%	472	16	81	1771	NO
SR292	Pace Blvd.	Cervantes St. to Palafox St.	5/23/2007	1816	0.99	0.98	1762	20	1782		3390	53%	1608	34	170	3729	YES
SR292	Pace Blvd.	Garden St. to Cervantes St.	5/14/2007	1600	0.99	0.99	1568	7	1575		3270	48%	1695	33	164	3597	YES
SR292	Pace Blvd.	Barrancas Ave. to Garden St.	5/13/2007	1133	0.99	0.98	1099	23	1122		3270	34%	2148	33	164	3597	YES
CR95A	Palafox Highway	US 29 (Cantonment) to US 29 (Molino)	5/5/08	483	0.99	0.99	473	350	823		1400	53%	717	14	70	1540	NO
CR95A	Palafox Street	Pensacola Blvd. to Nine Mile Rd.	1/27/2009	1415	0.97	1.04	1427	49	1476		1480	91%	152	15	74	1628	NO
CR95A	Palafox Street / Hwy 95A	Nine Mile Rd. to US 29 (Cantonment)	3/19/2008	600	0.98	0.99	582	54	636		1480	39%	992	15	74	1628	No
County	Patricia Drive	Fairfield Dr. to Cerny Rd.	2/3/2009	839	0.97	1.03	838	0	838		1480	51%	790	15	74	1628	No
CR399	Pensacola Beach Blvd.	via De Luna to Gulf Breeze City Lim	7/21/2009	1966	0.98	1	1927	89	2016		3120	65%	1104	31	156	3432	YES
SR292	Perdido Key Drive	Vest End of State Park to River Road	4/17/2008	884	0.97	0.98	840	388	1228		1850	60%	807	19	93	2035	No
SR292	Perdido Key Drive	State Line to West End of State Pa	3/2/2009	672	0.99	1	665	334	999		1771	51%	949	18	89	1948	No
SR 292	Perdido Key Drive	River Road to Innerarity Point Road	3/2/09	1094	0.99	1	1083	1574	2657	AP	2530	95%	126	25	127	2783	NO
SR297	Pine Forest Road	I-10 to Nine Mile Rd.	1/29/2009	2091	0.98	1.03	2111	88	2199		2210	90%	232	22	111	2431	No
SR297	Pine Forest Road	Mobile Hwy. to I-10	2/5/2009	2009	0.97	1.03	2007	386	2393		3390	71%	997	34	170	3729	YES
CR297	Pine Forest Road	Nine Mile Rd. to West Roberts Rd.	1/27/09	1430	0.97	1.03	1429	182	1611		1480	99%	17	15	74	1628	NO
CR184	Quintette Road	US 29 to Santa Rosa County Line	1/20/2009	430	0.97	1.04	434	692	1126		1480	69%	502	15	74	1628	No
CR296	Saufley Field Road	Saufley Field to Mobile Hwy. *	5/5/2008	1164	0.98	0.99	1129	44	1173		2442	48%	1269	24	122	2686	YES
SR292	Sorrento Road	Innerarity Pt. Rd. to Blue Angel Pkwy. *	2/11/09	1074	0.99	0.98	1042	223	1265	AP	2320	55%	1055	23	116	2552	Yes
County	Ten Mile Road	US 29 to UWF Boundary	2/11/2009	843	0.99	0.98	818	212	1030		1480	63%	598	15	74	1628	No
County	Ten Mile Road	Stephani Rd. to US 29	4/25/2007	466	0.98	0.98	448	48	496		1480	30%	1132	15	74	1628	No
SR752	Texar Drive	Fairfield Dr. to 9th Ave.	5/21/2007	846	0.98	0.98	812	5	817		3110	24%	2604	31	156	3421	No
County	Tonawanda Drive	61st Ave. to Mobile Hwy.	4/30/2007	374	0.98	0.98	359	0	359		1480	22%	1269	15	74	1628	No
County	Underwood Avenue	Langley Ave. to 9th Ave.	4/19/2007	478	0.98	0.98	459	0	459		1480	28%	1169	15	74	1628	No
County	University Pkwy.	Davis Hwy. to Nine Mile Rd.	1/29/2009	2093	0.98	1.04	2133	53	2186		3120	64%	1246	31	156	3432	No
County	University Pkwy.	Nine Mile Rd. to Campus Dr.	5/3/2007	1219	0.98	0.98	1171	32	1203		3120	35%	2229	31	156	3432	No
SR95	US 29	Well Line Rd. (Cantonment) to SR 9	3/23/2010	1142	0.98	0.98	1097	553	1650		4190	39%	2540	42	210	4609	YES

SR289	9th Avenue	Cervantes St. to Bayou Blvd.	2/26/2009	1704	0.98	0.99	1653	0	1653		3221	51%	1568	32	161	3543	from SR295
SR289	9th Avenue	Chase St. to Cervantes St.	1/22/2009	1378	0.97	1.04	1390	0	1390		2955	43%	1861	30	148	3251	No
SR289	9th Avenue	Langley Ave. to Creighton Rd.	3/4/09	2761	1	1	2761	17	2778		3110	89%	332	31	156	3421	Yes
SR289	9th Avenue	Creighton Rd. to Olive Rd.	1/29/09	2332	0.99	1.03	2378	48	2426		3110	71%	995	31	156	3421	NO
SR289	9th Avenue	Bayou Blvd. to Langley Ave	3/3/09	1676	1	1	1676	23	1699		3110	55%	1411	31	156	3421	Yes
SR95	US 29	CR 4 to Alabama State Line	5/22/2007	951	0.95	0.98	885	13	898		2470	36%	1572	25	124	2717	YES
SR95	US 29	SR 97 to CR 4	4/21/2007	548	0.95	0.98	510	2	512		5140	10%	4628	51	257	5654	YES
SR95	US 29	Nine Mile Rd. to Well Line Rd.	2/10/10	2363	0.96	1.02	2314	434	2748		3390	81%	642	34	170	3729	Yes
SR95	US 29 / Palafox St.	Leonard St. to Massachusetts Ave.	5/7/2007	1554	0.98	0.98	1492	36	1528		3390	45%	1862	34	170	3729	Fairfield
SR95	US 29 / Palafox St.	Cervantes St. to Leonard St.	5/21/2007	900	0.99	0.97	864	12	876		2955	27%	2375	30	148	3251	No
SR95	US 29 / Pensacola Blvd.	W Street to I-10	3/2/2009	3825	0.98	1	3749	136	3885		5080	76%	1196	51	254	5588	YES
SR95	US 29 / Pensacola Blvd.	Massachusetts Av / Pace Blvd to W S	1/12/2009	3053	0.97	1.03	3050	233	3283		5080	65%	1797	51	254	5588	YES
SR95	US 29 / Pensacola Blvd.	I-10 to Nine Mile Rd.	4/3/2008	3384	0.98	0.98	3250	56	3306		5640	59%	2334	56	282	6204	YES
SR10A	US 90 / Cervantes St.	I-110 to DeSoto St.	5/12/2008	1918	0.98	0.98	1842	1	1843		3110	59%	1267	31	156	3421	YES
SR10A	US 90 / Mobile Hwy.	Edison Dr. to Fairfield Dr.	2/5/2009	3221	0.98	1.02	3220	132	3352		4680	72%	1328	47	234	5148	YES
SR10	US 90 / Mobile Hwy.	Alabama State Line to Nine Mile Rd.	5/5/2005	499	1	0.11	55	0	55		1190	5%	1135	12	60	1309	YES
SR10A	US 90 / Mobile Hwy.	Pine Forest Rd. to Edison Dr.	2/20/09	2490	0.98	1.01	2465	293	2758		3390	81%	632	34	170	3729	Yes
SR10A	US 90 / Mobile Hwy.	Nine Mile Rd. to Pine Fores Rd.	2/3/09	580	0.97	1.03	579	432	1011		1490	68%	479	15	75	1639	Yes
SR10A	US 90 / Mobile Hwy.	Fairfield Dr to Pace Blvd.	3/3/09	1797	0.99	1	1779	3	1782		3110	57%	1328	31	156	3421	Yes
SR10A	US 90 / Scenic Hwy.	DeSoto St. to I-10	1/20/2009	1380	0.99	0.98	1339	1	1340		1560	86%	220	16	78	1716	YES
SR10A	US 90 / Scenic Hwy.	1-10 to Davis Hwy.	2/9/09	1436	0.97	1.03	1435	86	1521	AP	1650	92%	129	17	83	1815	Yes
SR30/298 B	US 98	Alabama State Line to Blue Angel Pkw.	1/21/09	928	0.97	1.04	936	190	1126		1560	72%	434	16	78	1716	Yes
SR30/298B	US 98 / Dr. Farin Drive	Blue Angel Pkwy. to Navy Blvd.	1/22/2009	1951	0.97	1.03	1949	161	2110		3390	62%	1280	34	170	3729	YES
CR399	Via De Luna	Pensacola Beach Blvd. to Gulf Island NS	3/12/09	1153	0.97	1.04	1163	293	1456		3120	42%	1976	15	74	3432	NO
CR453	W Street	Cervantes St. to Fairfield Dr.	1/15/2009	1247	0.98	1.03	1259	37	1296		2950	40%	1949	30	148	3245	No
CR453	W Street	Navy Blvd. to Cervantes St.	5/14/2007	1006	0.95	0.98	937	0	937		3120	27%	2495	31	156	3432	No
County	Well Line Rd. / Santa Rosa Blvd.	Muscogee Rd. to US 29	5/5/2005	163	0.95	1	155	0	155		1390	10%	1374	14	70	1529	No
CR453	WStreet	Fairfield Dr to Pensacola Blvd.	1/27/09	2054	0.98	1.03	2073	151	2224		2950	69%	1021	30	148	3245	NO

## Escambia County De Minimus Records

Statewide trend of decreased traffic volumes have also been reflected on Escambia County roadways. The 2009 counts used in the county's traffic concurrency management system show that no roadway segments exceed 100 percent of capacity. Per s.163.3180(6) Florida Statutes there are no projects to report.

Road Name	Percent Capacity Used	Project Name	Evacuation Route

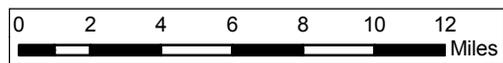


Santa Rosa County

Alabama

# ESCAMBIA COUNTY FLORIDA 2005 FEDERAL FUNCTIONAL CLASSIFICATION

This map was prepared by Escambia County Development Services and is provided for information only. It is not to be used for development of construction plans or any other type of engineering services based on the information depicted herein and is maintained for the function of this office only. Data is not guaranteed accurate or suitable for any use other than that for which it gathered.



- FUNC\_CLASS\_NUMBER**
- Principal Arterial-FHIS-SIS RURAL
  - Principal Arterial-Rural
  - Minor Arterial-Rural
  - Major Collector-Rural
  - Minor Collector-Rural
  - Principal Arterial-FHIS-SIS URBANIZED
  - Principal Arterial-Urbanized
  - Minor Arterial-Urbanized
  - Collector-Urbanized-Major & Minor
  - TRIP Funded Arterial
  - Emerging SIS Connector Funded Arterial
  - LOCAL ROAD
  - RL\_AL TPO URBAN BOUNDARY

*FY 2012-2016 CIE Annual Update*

*Mass Transit LOS Analysis Report*

*w/ ECAT Bus Routes Map & ECAT System Map*

BUREAU: NEIGHBORHOOD/COMMUNITY SERVICES  
DEPARTMENT: COMMUNITY AFFAIRS  
DIVISION: MASS TRANSIT

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### **MISSION STATEMENT**

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The mission of the Escambia County Area Transit System is to provide the citizens with mass transportation services throughout the Escambia County urban area in a safe, comfortable, efficient, and timely manner at a reasonable cost.

---

### **PROGRAM DESCRIPTION**

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Mass Transit is responsible for the County bus transportation program. This service is managed through a contract with Veolia Transportation. The program receives funding from passenger revenue, contributions from Escambia County, SRIA, UWF, FDOT, and FTA grants for capital expenses. ECAT also administers the Escambia County Complimentary Paratransit Service in compliance with the Americans with Disabilities Act, the County contribution to TDAC, the Non-urbanized area transportation program, and provides maintenance services to non-transit vehicles including fire service and EMS vehicles.

---

### **GOALS & OBJECTIVES – AT RECOMMENDED FUNDING LEVEL**

---

- Maintain passenger ridership at the highest-level possible consistent with a service level determined by fiscal constraints.
- Maintain fare box revenue at the peer mean as directed in the 2011 Major TDP update for Escambia County.
- Reduce operating expenses to a minimum consistent with service level, fare box revenues, and federal, state and local contributions.

---

### **SIGNIFICANT CHANGES FOR 2011 – 2012**

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This FY12 ECAT budget is based on a maximum contribution of Escambia County equal to the FY11 BCC contribution. It is anticipated that farebox revenue will increase gradually as a result of the BCC approved FY08 fare increase and anticipated ridership increase. The FY11 service level will be maintained with adjustments as necessary due to TDP recommendations and fiscal constraints. FDOT Service Development funding has been completed for both Perdido Key and the service to the Southwest Escambia County area. Fuel cost increases may require further adjustments to the service level to remain within the funding constraints.

---

**PERFORMANCE MEASURES**

---

Fixed Route		2009-10	2010-11	2011-12
	<u>Description</u>	<u>Actual</u>	<u>Budget</u>	<u>Proposed</u>
	Passenger Trips	1,131,853	1,152,375	1,173,348
	Vehicle Miles per Capita	4.6	4.67	4.75
	Passenger Trips per Capita	3.80	3.87	3.94
	Revenue Miles between Accidents	74,101	461,788	475,642
	Operating Revenue Per Operating Expense	12.35	15.35	16.00
	Operating Expense per Revenue Mile	\$5.5	\$5.7	\$6.00
	Passenger Trips per Employee	9,842	10,021	10,203

---

**PERFORMANCE MEASURES**

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ADA Paratransit Service		2009-10	2010-11	2011-12
	<u>Description</u>	<u>Actual</u>	<u>Adopted</u>	<u>Proposed</u>
	Passenger Trips	55,111	56,381	57,678
	Vehicle Miles per Capita	1.2	1.17	1.10
	Passenger Trips per Capita	0.19	0.19	.20
	Operating Revenue Per Operating Expense	14.6%	13.80%	15.00%
	Operating Expense per Revenue Mile	\$3.44	\$3.26	\$4.80

---

**STAFFING ALLOCATION**

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<u>Position Classification</u>	<u>Pay Grade</u>	<u>2009-10 Authorized</u>	<u>2010-11 Authorized</u>	<u>2011-12 Proposed</u>
No County Employees at ECAT.				



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## MEMORANDUM

To: Marilyn Wesley, Director, Community Affairs Department

From: Chris Westbrook, Finance Director, ECAT

Date: April 5, 2011

Re: FY11/12 and FY12/13 Mass Transit Operating and Capital Budgets (Funds 104 & 320)

The attached information for the FY11/12 and FY12/13 Mass Transit Budget is provided in accordance with the Escambia County FY2011/2012 Budget Preparation Manual.

1. Expenditure Budgets for FUND 104 Cost Centers 360501, 360503, 360504, 360520, 360522, and for the FUND 320 FY2012 Capital Grant;
2. Revenue Estimates for Fund 104, Mass Transit Fund and Fund 320, FTA Capital Projects Fund.
3. ECAT Goals and Objectives

The Operating Budgets for Mass Transit have been prepared at the Current Service Level with no wage increases, however, cost increases have been estimated for some cost items, i.e. Group Health Plans, Workers Compensation and Florida Unemployment Insurance, PL/PD Insurance, and several material and supplies items. Fuel cost has been increased to \$3.75/gallon for FY2012, and to \$4.50/gallon for FY2013. Fuel increases also result in increased costs for ADA Paratransit Services purchased from the CTC. It should be noted that the FY11 Federal Budget, and FTA apportionments, have not been finalized, therefore FTA and FDOT funding included in these budgets are estimates based on passed apportionments.

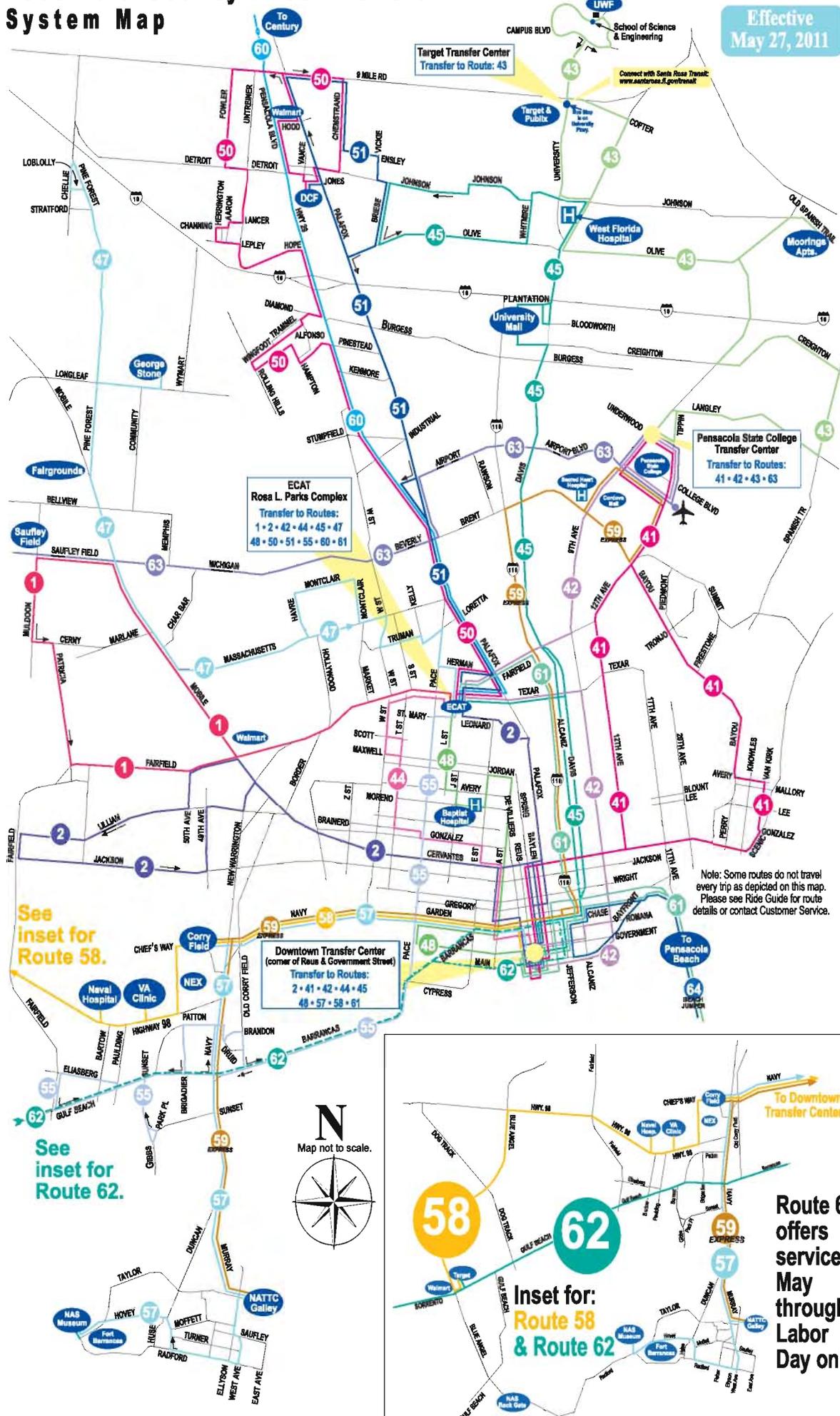
**FDOT Planning documents indicate that Escambia County will receive an additional \$ 1,498,333 in Service Development Funding for ECAT during fiscal years 2012, 2013, & 2014. This funding still must have final approval by both FDOT and the Governor, therefore it has not been included in these budgets. This funding provides for several routes already included in these budgets, and future service changes in accordance with the TDP currently being developed. If this funding is approved, it will result in a significant reduction in the County Contribution.**

Please call me at 595-3228 ext. 218 if you require additional information.

cc: Larry Newsom, County Administrator  
Kenneth Gordon, General Manager, ECAT  
Regina Hall, Budget Analyst

# Escambia County Area Transit System Map

Effective  
May 27, 2011



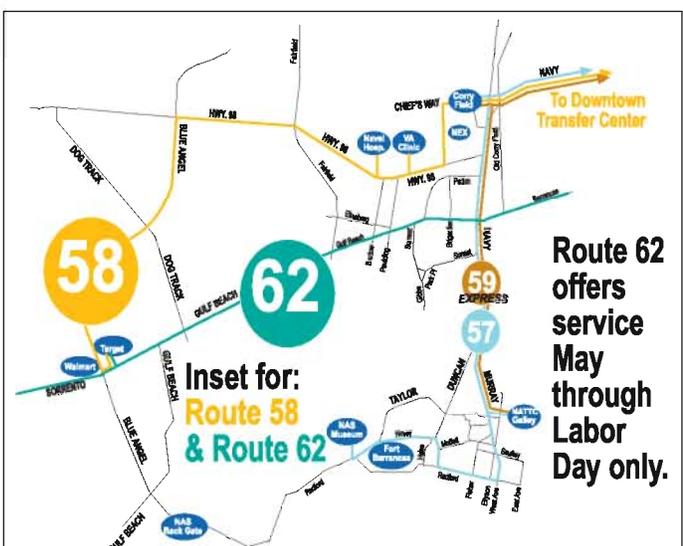
**ECAT Rosa L. Parks Complex**  
Transfer to Routes:  
1 • 2 • 42 • 44 • 45 • 47  
48 • 50 • 51 • 55 • 60 • 61

**Downtown Transfer Center**  
(corner of Reus & Government Street)  
Transfer to Routes:  
2 • 41 • 42 • 44 • 45  
48 • 57 • 58 • 61

Note: Some routes do not travel every trip as depicted on this map. Please see Ride Guide for route details or contact Customer Service.

See inset for Route 58.

See inset for Route 62.





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1621**

**Growth Management Report Item #: 12. 2.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:**

12/08/2011

**Issue:**

5:46 pm - A Public Hearing - LDC Ordinance Article 7 "Certificate Of Zoning Compliance For The Sale Of Alcoholic Beverages"

**From:**

Allyson Cain

**Organization:**

Development Services

---

**RECOMMENDATION:**

5:46 p.m. - A Public Hearing Concerning the Review of LDC Ordinance Article 7, "Certificate Of Zoning Compliance For The Sale Of Alcoholic Beverages"

That the Board review and adopt an Ordinance to the Land Development Code (LDC) amending Article 7, "Certificate Of Zoning Compliance For The Sale Of Alcoholic Beverages," to change the method of measurement to the same method as for bottle clubs.

**BACKGROUND:**

The Development Services staff has been directed to explore a possible change to the Land Development Code (LDC) regarding the measurement method used to determine if alcohol sales are within 1000' of a church or school.

Currently, the LDC directs a radial measurement:

*7.14.01.B Measurement* . The distance as set out above, shall be measured by radial spacing as follows: In the case of a place of worship, by measuring from the nearest corner of the applicant's business to the nearest corner of the place of worship, excluding projections, eaves, or overhangs. In the case of an educational facility, by measuring from the nearest corner of the applicant's business, excluding projections, eaves, or overhangs, to the nearest point of the school grounds in use as part of the school facilities. Measurements concerning child care and day care facilities shall be taken in the same manner as for educational facilities.

The proposed change would use the method of measurement found in the County Code of Ordinances for bottle clubs:

**Sec. 6-34.-Distance Requirements**

(c) The distance as set out in subsections (a) and (b) of this section shall be measured by following the shortest route of ordinary pedestrian travel along the public thoroughfare from the main entrance of such place of business to the main entrance of the church, and in the case of a school, to the nearest point of the school grounds in use as part of the school facilities, and in the case of a dwelling, to the nearest point of the lot on which the dwelling is located.

At the November 7, 2011 Planning Board meeting, the Board recommended approval of the Ordinance and forwarded to BCC with no changes.

**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**

Legal sign off and Ordinance

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Alcohol Sales Measurement Ordinance

Date: 10-11-11

Date requested back by: 10-19-11 For 11-07-11 PB

Requested by: Andrew Holmer

Phone Number: 595-3466



(LEGAL USE ONLY)

Legal Review by *Stulick*

Date Received: *Oct 20, 2011*

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:

# DRAFT

ORDINANCE NUMBER 2011- \_\_\_\_\_

1  
2  
3 AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA,  
4 AMENDING PART III OF THE ESCAMBIA COUNTY CODE  
5 OF ORDINANCES (1999), THE LAND DEVELOPMENT  
6 CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED;  
7 AMENDING ARTICLE 7, "CERTIFICATE OF ZONING  
8 COMPLIANCE FOR THE SALE OF ALCOHOLIC  
9 BEVERAGES," TO CHANGE THE METHOD OF  
10 MEASUREMENT TO THE SAME METHOD AS FOR BOTTLE  
11 CLUBS; PROVIDING FOR SEVERABILITY; PROVIDING  
12 FOR INCLUSION IN THE CODE AND PROVIDING FOR AN  
13 EFFECTIVE DATE.

14  
15  
16 NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY  
17 COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

18  
19 **Section 1.** Part III of the Escambia County Code of Ordinances (1999) the  
20 Land Development Code of Escambia County, Article 7, "Certificate of zoning  
21 compliance for the sale of alcoholic beverages.", Section 7.14.01.B. is hereby  
22 amended as follows (words underlined are additions and words ~~stricken~~ are  
23 deletions):

24  
25 B. *Measurement.* The distance as set out above, shall be measured by radial  
26 spacing as follows: ~~In the case of a place of worship, by measuring from the~~  
27 ~~nearest corner of the applicant's business to the nearest corner of the place of~~  
28 ~~worship, excluding projections, eaves, or overhangs. In the case of an~~  
29 ~~educational facility, by measuring from the nearest corner of the applicant's~~  
30 ~~business, excluding projections, eaves, or overhangs, to the nearest point of the~~  
31 ~~school grounds in use as part of the school facilities. following the shortest route~~  
32 ~~of ordinary pedestrian travel along the public thoroughfare from the main~~  
33 ~~entrance of such place of business to the main entrance of the church, and in the~~  
34 ~~case of a school, to the nearest point of the school grounds in use as part of the~~  
35 ~~school facilities.~~ Measurements concerning child care and day care facilities shall  
36 be taken in the same manner as for educational facilities.

37  
38 **Section 2. Severability.**

39  
40 If any section, sentence, clause or phrase of this Ordinance is held to be invalid  
41 or unconstitutional by any Court of competent jurisdiction, then said holding shall  
42 in no way affect the validity of the remaining portions of this Ordinance.

43  
44  

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BCC 12-08-11

RE: Art. 7 Certificate Of Zoning Compliance For The Sale Of Alcoholic  
Beverages"

Ordinance Draft 1B

Page 1

# DRAFT

1 **Section 3. Inclusion in Code.**  
2

3 It is the intention of the Board of County Commissioners that the provisions of  
4 this Ordinance shall be codified as required by 125.68, Fla. Stat. (2011); and that  
5 the sections, subsections and other provisions of this Ordinance may be  
6 renumbered or relettered and the word "ordinance" may be changed to "section,"  
7 "article," or such other appropriate word or phrase in order to accomplish such  
8 intentions.  
9

10 **Section 4. Effective Date.**  
11

12 This Ordinance shall become effective upon filing with the Department of State.  
13

14 **DONE AND ENACTED** this \_\_\_ 8th \_\_\_ day of \_\_\_ December \_\_\_\_, 2011.  
15

16 **BOARD OF COUNTY COMMISSIONERS**  
17 **OF ESCAMBIA COUNTY, FLORIDA**  
18

19 **By:** \_\_\_\_\_  
20 **Wilson B. Robertson, Chairman**  
21

22 **ATTEST: ERNIE LEE MAGAHA**  
23 **Clerk of the Circuit Court**  
24

25 **By:** \_\_\_\_\_  
26 **Deputy Clerk**  
27

28 **(SEAL)**  
29

30 **ENACTED:**  
31

32 **FILED WITH THE DEPARTMENT OF STATE:**  
33

34 **EFFECTIVE DATE:**  
35  
36  
37

ORDINANCE NUMBER 2011- \_\_\_\_\_

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, "CERTIFICATE OF ZONING COMPLIANCE FOR THE SALE OF ALCOHOLIC BEVERAGES," TO CHANGE THE METHOD OF MEASUREMENT TO THE SAME METHOD AS FOR BOTTLE CLUBS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

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

**Section 1.** Part III of the Escambia County Code of Ordinances (1999) the Land Development Code of Escambia County, Article 7, "Certificate of zoning compliance for the sale of alcoholic beverages.", Section 7.14.01.B. is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

B. *Measurement.* The distance as set out above, shall be measured by radial spacing as follows: ~~In the case of a place of worship, by measuring from the nearest corner of the applicant's business to the nearest corner of the place of worship, excluding projections, eaves, or overhangs. In the case of an educational facility, by measuring from the nearest corner of the applicant's business, excluding projections, eaves, or overhangs, to the nearest point of the school grounds in use as part of the school facilities.~~ following the shortest route of ordinary pedestrian travel along the public thoroughfare from the main entrance of such place of business to the main entrance of the church, and in the case of a school, to the nearest point of the school grounds in use as part of the school facilities. Measurements concerning child care and day care facilities shall be taken in the same manner as for educational facilities.

**Section 2. Severability.**

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

**Section 3. Inclusion in Code.**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by 125.68, Fla. Stat. (2011); and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 4. Effective Date.**

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

**DONE AND ENACTED** this \_\_\_ 8th \_\_\_ day of \_\_\_ December \_\_\_\_\_, 2011.

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

By: \_\_\_\_\_  
**Wilson B. Robertson, Chairman**

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

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

**(SEAL)**

**ENACTED:**

**FILED WITH THE DEPARTMENT OF STATE:**

**EFFECTIVE DATE:**



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1640** **Growth Management Report** **Item #: 12. 3.**  
**BCC Regular Meeting** **Public Hearing**

**Meeting Date:** 12/08/2011  
**Issue:** 5:47 p.m. - A Public Hearing - LDC Ordinance-Board of County Commissioners Review and Action of Rezonings  
**From:** Allyson Cain  
**Organization:** Development Services

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**RECOMMENDATION:**

5:47 p.m. - A Public Hearing Concerning the Review of an LDC Ordinance - Board of County Commissioners Review and Action of Rezonings

That the Board does not adopt an Ordinance amending Part III of the Escambia County Code of Ordinances (1999), the Escambia County Land Development Code (LDC), as amended, amending Article 2, Section 2.08.02.E, "Board of County Commissioners; review and action on rezonings."

The Planning Board reviewed the Ordinance at the November 7, 2011, meeting and declined recommending the Ordinance for approval to the BCC.

**BACKGROUND:**

The Escambia County Board of County Commissioners (BCC) directed staff to clarify when the Board can modify the recommendation of the Planning Board to a more intensive zoning designation. At the November 7, 2011 Planning Board meeting, the Board recommended denial of the proposed Ordinance. The Board recommended not to take action and that the existing ordinance should remain as it is currently written.

**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.

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### **Attachments**

Legal Review and Ordinance

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: BCC Review & Action for Rezonings

Date: 10-12-11

Date requested back by: 10-19-11 For 11-07-11 PB

Requested by: Horace Jones

Phone Number: 595-3625 or 554-8210



(LEGAL USE ONLY)

Legal Review by 

Date Received: Oct 20, 2011

Approved as to form and legal sufficiency. 

Not approved.

Make subject to legal signoff.

Additional comments:

*Change referenced provision of ordinance to Section 2.08.02.E, per my email of Oct. 20.*

ORDINANCE 2011-\_\_\_

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; AMENDING ARTICLE 2, SECTION 2.08.02.E "BOARD OF COUNTY COMMISSIONERS; REVIEW AND ACTION OF REZONINGS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

**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 2, "Administration", Section 2.08.02.E, "*Board of county commissioners; review and action on rezoning*" is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

E. *Board of county commissioners; review and action on rezonings.*

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 ~~recommendation~~ 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~~ requested by the applicant and advertised. 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.

- 42 2. In the event the matter is remanded to the planning board, an additional  
43 quasi-judicial hearing for the purpose of hearing testimony and receiving  
44 evidence relevant to additional facts and clarification requested by the  
45 board of county commissioners, will be conducted by the planning board.  
46 Within 15 days of the hearing on remand, the planning board shall submit  
47 a supplemental recommendation to the board of county commissioners for  
48 review in accordance with 1. above. When the supplemental  
49 recommendation is considered by the board of county commissioners, the  
50 entire record relating to the initial hearing and all supplemental hearings  
51 shall be presented to the board of county commissioners. Note:  
52 Renotification to property owners within the 500-foot radius as well as the  
53 owner(s) of the property under consideration for change and those  
54 persons who testified or gave evidence at the initial hearing is required at  
55 least ten days prior to the hearing in accordance with section  
56 2.08.02.D.1.b. for all remanded cases. Additionally, all persons who were  
57 furnished a copy of the original recommended order shall be furnished a  
58 copy of the supplemental order.  
59
- 60 3. The planning staff shall provide the planning board with the resumes of all  
61 final action taken by the board of county commissioners on rezoning  
62 requests.  
63
- 64 4. Exemption from Administrative Procedures Act. Escambia County is not  
65 an agency for the purposes of F. S. ch. 120. Therefore, the Administrative  
66 Procedures Act is not applicable to these proceedings.  
67
- 68 F. *Decisions by the board of county commissioners shall be final; subsequent*  
69 *application.*  
70
- 71 1. *Final decisions.* Actions by the board of county commissioners adopting  
72 or rejecting the recommended order of the planning board for rezoning of  
73 particular parcels shall be final. Thereafter, if a rezoning is approved, the  
74 board of county commissioners shall amend the zoning map to reflect its  
75 final decision in accordance with the ordinance enactment procedures set  
76 forth in section 2.08.03. Any party who wishes to seek judicial review of  
77 the decision of the board of county commissioners must do so within 30  
78 days of the date the board of county commissioners approves or rejects  
79 the recommended order of the hearing officer. Written notice of the filing  
80 of any such petition for judicial review shall promptly be provided by the  
81 planning staff to all property owners within 500 feet of the property for  
82 which the rezoning was sought.  
83
- 84 2. *Limitation on subsequent application.* Whenever an application for  
85 rezoning shall be denied by the board of county commissioners, no new

86 application for identical action on the same parcel shall be accepted for  
87 consideration within a period of 180 days of the decision of denial.  
88

89 **Section 2. SEVERABILITY.**

90 It is declared the intent of the Board of County Commissioners that if any  
91 subsection, clause, sentence, provision or phrase of this Ordinance is held to be invalid  
92 or unconstitutional by a Court of competent jurisdiction, such invalidity or  
93 unconstitutionality shall not be so construed as to render invalid or unconstitutional the  
94 remaining provisions of this Ordinance.  
95

96 **Section 3. INCLUSION IN THE CODE.**

97 It is the intention of the Board of County Commissioners that the provisions of  
98 this Ordinance shall become and be made a part of the Escambia County Code; and  
99 that the sections of this Ordinance may be renumbered or relettered and the word  
100 "ordinance" may be changed to "section," "article," or such other appropriate word or  
101 phrase in order to accomplish such intentions.  
102

102 **Section 4. EFFECTIVE DATE.**

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

105 DONE AND ENACTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.  
106

107 BOARD OF COUNTY COMMISSIONERS  
108 ESCAMBIA COUNTY, FLORIDA  
109

110 By: \_\_\_\_\_  
111 Wilson B. Robertson, Chairman  
112

113 ATTEST: ERNIE LEE MAGAHA  
114 Clerk of the Circuit Court  
115

116  
117 By: \_\_\_\_\_  
118 Deputy Clerk

119 (SEAL)

120 ENACTED:

121 FILED WITH DEPARTMENT OF STATE:

122 EFFECTIVE:  
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ORDINANCE 2011-\_\_\_\_

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; AMENDING ARTICLE 2, SECTION 2.08.02.E "BOARD OF COUNTY COMMISSIONERS; REVIEW AND ACTION OF REZONINGS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

**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 2, "Administration", Section 2.08.02.E, "*Board of county commissioners; review and action on rezoning*" is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

E. *Board of county commissioners; review and action on rezonings.*

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 ~~recommendation~~ 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~~ requested by the applicant and advertised. 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.

2. In the event the matter is remanded to the planning board, an additional quasi-judicial hearing for the purpose of hearing testimony and receiving evidence relevant to additional facts and clarification requested by the board of county commissioners, will be conducted by the planning board. Within 15 days of the hearing on remand, the planning board shall submit a supplemental recommendation to the board of county commissioners for review in accordance with 1. above. When the supplemental recommendation is considered by the board of county commissioners, the entire record relating to the initial hearing and all supplemental hearings shall be presented to the board of county commissioners. Note: Renotification to property owners within the 500-foot radius as well as the owner(s) of the property under consideration for change and those persons who testified or gave evidence at the initial hearing is required at least ten days prior to the hearing in accordance with section 2.08.02.D.1.b. for all remanded cases. Additionally, all persons who were furnished a copy of the original recommended order shall be furnished a copy of the supplemental order.
3. The planning staff shall provide the planning board with the resumes of all final action taken by the board of county commissioners on rezoning requests.
4. Exemption from Administrative Procedures Act. Escambia County is not an agency for the purposes of F. S. ch. 120. Therefore, the Administrative Procedures Act is not applicable to these proceedings.

F. *Decisions by the board of county commissioners shall be final; subsequent application.*

1. *Final decisions.* Actions by the board of county commissioners adopting or rejecting the recommended order of the planning board for rezoning of particular parcels shall be final. Thereafter, if a rezoning is approved, the board of county commissioners shall amend the zoning map to reflect its final decision in accordance with the ordinance enactment procedures set forth in section 2.08.03. Any party who wishes to seek judicial review of the decision of the board of county commissioners must do so within 30 days of the date the board of county commissioners approves or rejects the recommended order of the hearing officer. Written notice of the filing of any such petition for judicial review shall promptly be provided by the planning staff to all property owners within 500 feet of the property for which the rezoning was sought.
2. *Limitation on subsequent application.* Whenever an application for rezoning shall be denied by the board of county commissioners, no new application for identical action on the same parcel shall be accepted for consideration within a period of 180 days of the decision of denial.

**Section 2. SEVERABILITY.**

It is declared the intent of the Board of County Commissioners that if any subsection, clause, sentence, provision or phrase of this Ordinance is held to be invalid or unconstitutional by a Court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

**Section 3. INCLUSION IN THE CODE.**

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

**Section 4. EFFECTIVE DATE.**

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

DONE AND ENACTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court

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

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1622**

**Growth Management Report Item #: 12. 4.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 12/08/2011

**Issue:** 5:48 p.m. - A Public Hearing - LDC Ordinance - Article 8 "Signage"

**From:** Allyson Cain

**Organization:** Development Services

---

**RECOMMENDATION:**

5:48 p.m.- A Public Hearing Concerning the Review of an LDC Ordinance Article 8. "Signage"

That the Board review and adopt an Ordinance amending Article 8, Section 8.02.00, to define "Community Redevelopment Area Gateway Sign"; amending Article 8, Section 8.04.01, to include Community Redevelopment Area Gateway Signs exempt from permitting; amending Article 8, Section 8.04.02.b, to allow Gateway Signs to be located within the County Right-Of-Way.

**BACKGROUND:**

Community Redevelopment Agency desires to highlight primary access gateways and commercial gateways consistent with the Agency mission to encourage private sector reinvestment, promote economic development and promote revitalization of residential, commercial and industrially designated areas. The Board of County Commissioners directed staff to draft an amendment to the sign ordinance permitting governmental beautification signs, including in the rights-of-way. At the November 7, 2011 Planning Board meeting, the Board recommended the Ordinance for approval and forwarded to the BCC without changes.

**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.

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**Attachments**

Legal Review and Ordinance

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Gateway Signs

Date: 10-12-11

Date requested back by: 10-19-11 For 11-07-11 PB

Requested by: Horace Jones

Phone Number: 595-3625 or 554-8210



(LEGAL USE ONLY)

Legal Review by *[Signature]*

Date Received: *Oct 24, 2011*

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2011-\_\_\_\_\_

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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, AS AMENDED; AMENDING ARTICLE 8, SECTION 8.02.00 TO DEFINE “COMMUNITY REDEVELOPMENT AREA GATEWAY SIGN”; AMENDING ARTICLE 8, SECTION 8.04.01, TO INCLUDE COMMUNITY REDEVELOPMENT AREA GATEWAY SIGNS AMONG THE SIGNS EXEMPTED FROM PERMITTING; AMENDING ARTICLE 8, SECTION 8.04.02.B, TO INCLUDE COMMUNITY REDEVELOPMENT AREA GATEWAY SIGNS AMONG THE SIGNS THAT MAY BE LOCATED IN THE RIGHT-OF-WAY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 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 maintain a pleasing, visually attractive urban, suburban, rural and resort environment; and

WHEREAS, the Board of County Commissioners has designated special overlay districts within the County’s geographic boundaries known as Community Redevelopment Areas; and

WHEREAS, the Board of County Commissioners, acting in its capacity as the Community Redevelopment Agency, has determined that highlighting primary access gateways and commercial gateways is consistent with its mission to encourage private sector reinvestment, promote economic development and promote revitalization of residential, commercial and industrially designated areas.

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 8, Section 8.02.00, is hereby amended as follows:

**8.02.00 Terms Defined**

Community Redevelopment Area (CRA) Gateway sign: A sign located within the right-of-way providing the name, location, and direction of the CRA.

Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 8, Section 8.04.01, is hereby amended as follows:

# DRAFT

1 8.04.01. *Exempt signs.* The following signs are exempt from the permitting requirements  
2 of section 8.02.00 of this article. However, exempt signs shall be safely constructed,  
3 situated and maintained in such manner as to not create a hazard or nuisance to the  
4 public.

5  
6 A. "No Trespassing" or "No Dumping" signs of three square feet or less.  
7

8 B. Identification signs of three square feet or less.  
9

10 C. Private informational signs or public signs for traffic control, street designation or  
11 direction to public facilities. Directory signs at door or in courtyard of multitenant  
12 building.  
13

14 D. Governmental flags and decorative flags or wind socks on a residence. Corporate  
15 flags are a sign and are allowed as part of the allowed square footage for a zone lot.  
16

17 E. Holiday or special event decorations, incidental to a business and/or residence and  
18 customarily associated with a holiday or a special event.  
19

20 F. Credit card window signs of three square feet or less, one for each business.  
21

22 G. Menu boards or price lists for drive-through facilities of no more than 40 square feet  
23 each. Such signs shall be located adjacent to and oriented toward the drive-through  
24 area.  
25

26 H. Graphics and trademarks on vending machines, gas pumps and other machinery  
27 customarily used for sales outside of a building.  
28

29 I. Signs required or authorized by federal, state, or county law, including official highway  
30 beautification signs.  
31

32 J. House address numbers and family name signs of two square feet or less in  
33 residential districts.  
34

35 K. Garage/yard sales/open house signs four square feet or less, not more than three  
36 feet above ground level.  
37 Sign must be removed after sales or open house concludes.  
38

39 L. Window signs.  
40

41 M. Special event banner sign for businesses.  
42

43 N. Flutters, pennants, and other signs referred to as wind signs, consisting of material or  
44 objects and fastened in such a manner as to move upon being subjected to pressure by

1 the wind. When these items have deteriorated or lost at least 20 percent of their original  
2 volume, they must be removed or replaced.

3  
4 O. Political signs subject to the restrictions of section 8.05.04.

5  
6 P. Community Redevelopment Area gateway signs.

7  
8 **Section 3.** Part III of the Escambia County Code of Ordinances, the Land Development  
9 Code of Escambia County, Article 8, Section 8.04.02, is hereby amended as follows

10  
11 8.04.02. *Prohibited signs.* It shall be unlawful to erect or maintain any sign described  
12 as follows:

13  
14 A. Traffic or pedestrian hazards. Any sign which constitutes a traffic hazard or a  
15 detriment to traffic safety by reason of its size, location, movement, coloring or  
16 method of illumination. No sign shall obstruct vehicular vision between three feet  
17 and 9 1/2 feet measured vertically from the street level at the base of the sign.  
18 Any sign which obstructs the vision between pedestrians and vehicles using the  
19 public right-of-way including, but not restricted to, those not meeting visibility  
20 standards in this Code. Specifically prohibited are signs using:

21  
22 1. Animated or moving sign structures, flashing signs, or stroboscopic lights,  
23 except electronic message centers that meet the provisions of section 8.08.00.

24  
25 2. Bare bulbs, defined as clear or fully transparent enclosure of the bulb  
26 filament; and

27  
28 3. Words and traffic control so as to interfere with, mislead, or confuse traffic,  
29 such as "stop," "look," "caution," "danger" or "slow."

30  
31 ~~B. Privately placed signs in public rights-of-way not specifically permitted by this~~  
32 ~~article.~~ Signs in the right of way except federal, state or county authorized signs,  
33 including CRA gateway signs.

34  
35 C. Abandoned signs.

36  
37 D. Portable signs except when authorized as a temporary sign.

38  
39 E. Signs made of combustible materials that are attached to or in close proximity  
40 to fire escapes or firefighting equipment.

41  
42 F. Handbills, posters and commercial or non-commercial notices that are attached  
43 in any way upon telephone poles, utility poles, fences (except as allowed in section  
44 8.06.02), bridges, sidewalks, trees or other natural objects.

# DRAFT

G. Projecting signs that project into the public right-of-way or the site triangle of motorists or do not maintain a minimum clear height of 9 1/2 feet above ground.

H. Signs that are in violation of the building code or electrical code.

I. Blank temporary signs.

J. Any other signs that are not specifically permitted or exempted by this article.

**Section 4. Severability.**

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

**Section 5. Inclusion in Code.**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 6. Effective Date.**

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

**DONE AND ENACTED** this \_\_\_\_ day of \_\_\_\_\_, 2011.

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

By: \_\_\_\_\_  
**Wilson B. Robertson, Chairman**

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

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

**(SEAL)**

**ENACTED:  
FILED WITH THE DEPARTMENT OF STATE:  
EFFECTIVE DATE:**

ORDINANCE NUMBER 2011-\_\_\_\_\_

**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, AS AMENDED; AMENDING ARTICLE 8, SECTION 8.02.00 TO DEFINE “COMMUNITY REDEVELOPMENT AREA GATEWAY SIGN”; AMENDING ARTICLE 8, SECTION 8.04.01, TO INCLUDE COMMUNITY REDEVELOPMENT AREA GATEWAY SIGNS AMONG THE SIGNS EXEMPTED FROM PERMITTING; AMENDING ARTICLE 8, SECTION 8.04.02.B, TO INCLUDE COMMUNITY REDEVELOPMENT AREA GATEWAY SIGNS AMONG THE SIGNS THAT MAY BE LOCATED IN THE RIGHT-OF-WAY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, 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 maintain a pleasing, visually attractive urban, suburban, rural and resort environment; and

**WHEREAS**, the Board of County Commissioners has designated special overlay districts within the County’s geographic boundaries known as Community Redevelopment Areas; and

**WHEREAS**, the Board of County Commissioners, acting in its capacity as the Community Redevelopment Agency, has determined that highlighting primary access gateways and commercial gateways is consistent with its mission to encourage private sector reinvestment, promote economic development and promote revitalization of residential, commercial and industrially designated areas.

**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 8, Section 8.02.00, is hereby amended as follows:

**8.02.00 Terms Defined**

Community Redevelopment Area (CRA) Gateway sign: A sign located within the right-of-way providing the name, location, and direction of the CRA.

**Section 2.** Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 8, Section 8.04.01, is hereby amended as follows:

8.04.01. *Exempt signs.* The following signs are exempt from the permitting requirements of section 8.02.00 of this article. However, exempt signs shall be safely constructed, situated and maintained in such manner as to not create a hazard or nuisance to the public.

A. "No Trespassing" or "No Dumping" signs of three square feet or less.

B. Identification signs of three square feet or less.

C. Private informational signs or public signs for traffic control, street designation or direction to public facilities. Directory signs at door or in courtyard of multitenant building.

D. Governmental flags and decorative flags or wind socks on a residence. Corporate flags are a sign and are allowed as part of the allowed square footage for a zone lot.

E. Holiday or special event decorations, incidental to a business and/or residence and customarily associated with a holiday or a special event.

F. Credit card window signs of three square feet or less, one for each business.

G. Menu boards or price lists for drive-through facilities of no more than 40 square feet each. Such signs shall be located adjacent to and oriented toward the drive-through area.

H. Graphics and trademarks on vending machines, gas pumps and other machinery customarily used for sales outside of a building.

I. Signs required or authorized by federal, state, or county law, including official highway beautification signs.

J. House address numbers and family name signs of two square feet or less in residential districts.

K. Garage/yard sales/open house signs four square feet or less, not more than three feet above ground level.

Sign must be removed after sales or open house concludes.

L. Window signs.

M. Special event banner sign for businesses.

N. Flutters, pennants, and other signs referred to as wind signs, consisting of material or objects and fastened in such a manner as to move upon being subjected to pressure by the wind. When these items have deteriorated or lost at least 20 percent of their original volume, they must be removed or replaced.

O. Political signs subject to the restrictions of section 8.05.04.

P. Community Redevelopment Area gateway signs.

**Section 3.** Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 8, Section 8.04.02, is hereby amended as follows

8.04.02. *Prohibited signs.* It shall be unlawful to erect or maintain any sign described as follows:

A. Traffic or pedestrian hazards. Any sign which constitutes a traffic hazard or a detriment to traffic safety by reason of its size, location, movement, coloring or method of illumination. No sign shall obstruct vehicular vision between three feet and 9 1/2 feet measured vertically from the street level at the base of the sign. Any sign which obstructs the vision between pedestrians and vehicles using the public right-of-way including, but not restricted to, those not meeting visibility standards in this Code. Specifically prohibited are signs using:

1. Animated or moving sign structures, flashing signs, or stroboscopic lights, except electronic message centers that meet the provisions of section 8.08.00.
2. Bare bulbs, defined as clear or fully transparent enclosure of the bulb filament; and
3. Words and traffic control so as to interfere with, mislead, or confuse traffic, such as "stop," "look," "caution," "danger" or "slow."

~~B. Privately placed signs in public rights of way not specifically permitted by this article.~~ Signs in the right of way except federal, state or county authorized signs, including CRA gateway signs.

C. Abandoned signs.

D. Portable signs except when authorized as a temporary sign.

E. Signs made of combustible materials that are attached to or in close proximity to fire escapes or firefighting equipment.

F. Handbills, posters and commercial or non-commercial notices that are attached in any way upon telephone poles, utility poles, fences (except as allowed in section 8.06.02), bridges, sidewalks, trees or other natural objects.

G. Projecting signs that project into the public right-of-way or the site triangle of motorists or do not maintain a minimum clear height of 9 1/2 feet above ground.

- H. Signs that are in violation of the building code or electrical code.
- I. Blank temporary signs.
- J. Any other signs that are not specifically permitted or exempted by this article.

**Section 4. Severability.**

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

**Section 5. Inclusion in Code.**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 6. Effective Date.**

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

**DONE AND ENACTED** this \_\_\_\_ day of \_\_\_\_\_, 2011.

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

By: \_\_\_\_\_  
**Wilson B. Robertson, Chairman**

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

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

**(SEAL)**

**ENACTED:  
FILED WITH THE DEPARTMENT OF STATE:  
EFFECTIVE DATE:**



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1772** **Growth Management Report** **Item #: 12. 1.**

**BCC Regular Meeting** **Action**

**Meeting Date:** 12/08/2011

**Issue:** Action Item - Fairfield Commerce Park Final Plat Permit #06052233

**From:** T. Lloyd Kerr, AICP

**Organization:** Development Services

**CAO Approval:**

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**RECOMMENDATION:**

**Recommendation Concerning the Recording of the Final Plat of Fairfield Commerce Park**

That the Board approve recording of the Final Plat of Fairfield Commerce Park (a 6-lot, commercial subdivision), located in the Pensacola Community on West Park Place and lying north of West Fairfield Drive (State Road 289-A) and south of West Herman Avenue, owned and developed by Fairfield Drive Properties L.L.C. Prior to recording, the County Engineer, County Surveyor, Development Services Director, and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 4.02.07.E of the Escambia County Land Development Code. Also, prior to recording, the County Surveyor must sign the Final Plat, as set forth in Chapter 177.081 (1), Florida Statutes.

**BACKGROUND:**

The preliminary plat was approved on December 12, 2007. The Escambia County Department of Public Safety approved the street name "West Park Place" on October 10, 2007. Development Services Department inspected the improvements on November 1, 2011 and found improvements substantially complete in accordance with applicable County requirements. Staff has reviewed the final plat.

**BUDGETARY IMPACT:**

There will be indirect staff costs associated with the review of the final plat, inspections and preparation of this recommendation. The Road Department is being copied to ensure all future maintenance requirements can be accommodated in upcoming budgets.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

This recommendation is consistent with previous practices of the County Attorney's Office.

**PERSONNEL:**

All work associated with this recommendation was done in-house. Staff has been in contact with the developer's engineer/surveyor, County Road Department, County Building Inspections and Development Services Department. Future Road Department budgets will reflect additional costs to maintain these improvements.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Based on the County Land Development Code - providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

**IMPLEMENTATION/COORDINATION:**

Once the final plat has been approved by the Board and final sign-offs given by the County Engineer, County Surveyor and Development Services Director, it will be transmitted to the Clerk of Court's Office for signatures and recording in the public records of Escambia County, Florida.

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**Attachments**

Final Plat

Aerial





**OWNER/DEVELOPER:**  
 FAIRFIELD DRIVE PROPERTIES, L.L.C.  
 1901 CYPRESS STREET  
 PENSACOLA, FL 32502  
 (850) 433-0577

**ENGINEER:**  
 DONALD P. JEHL, P.E. # 33839  
 JEHL-HALSTEAD, INC.  
 5414 HIGHWAY 90  
 MILTON, FL 32571  
 (850) 994-9503

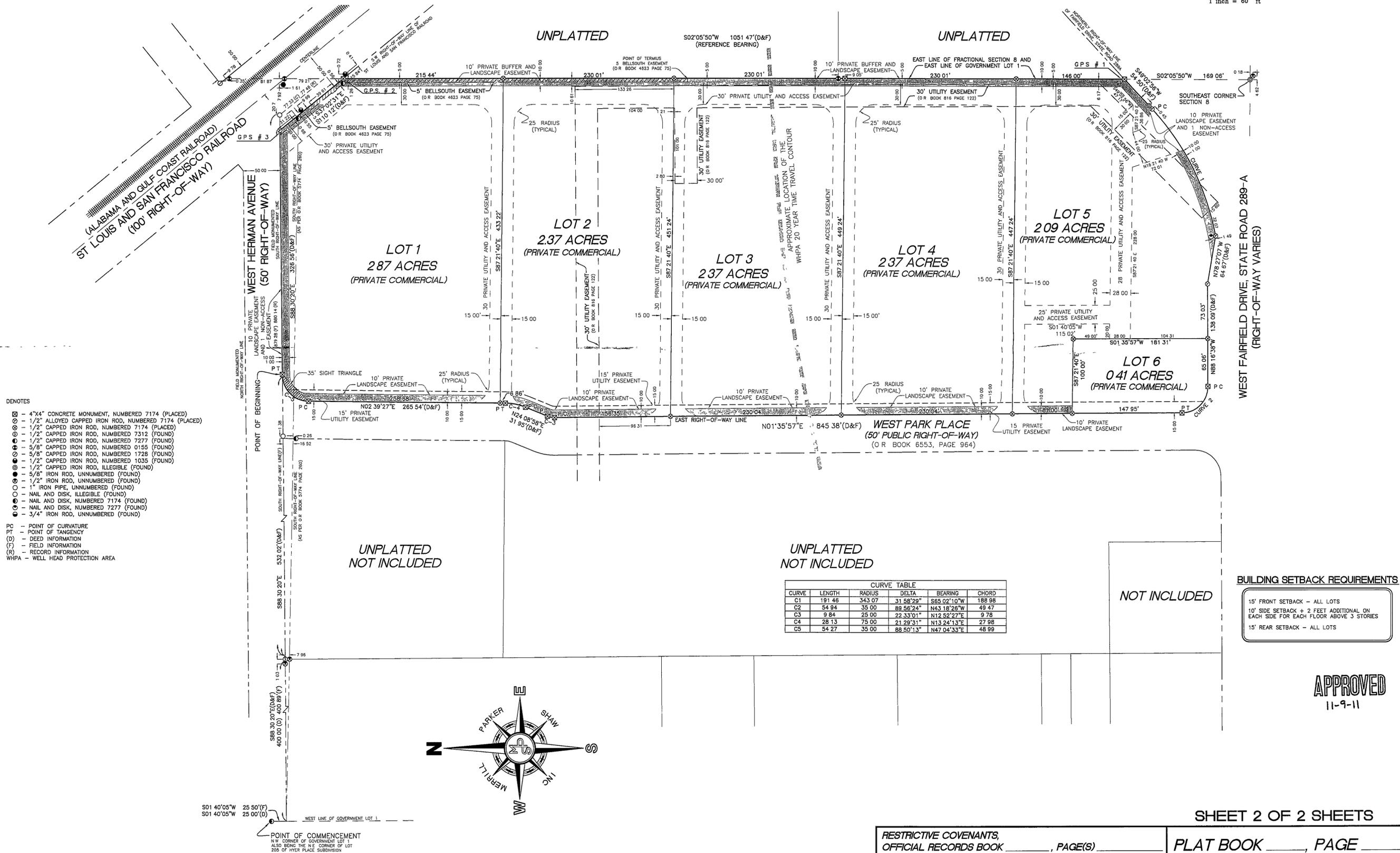
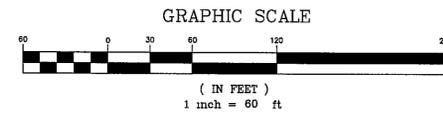
**SURVEYOR:**  
 E. WAYNE PARKER, P.L.S.  
 MERRILL PARKER SHAW, INC.  
 4928 N. DAVIS HIGHWAY  
 PENSACOLA, FL 32503  
 (850) 478-4923

# RECORD PLAT OF FAIRFIELD COMMERCE PARK

A COMMERCIAL SUBDIVISION  
 OF A PORTION OF FRACTIONAL SECTION 8,  
 TOWNSHIP 2 SOUTH, RANGE 30 WEST,  
 ESCAMBIA COUNTY, FLORIDA.  
 DECEMBER - 2011

**MERRILL PARKER SHAW, INC.**  
 4928 N. DAVIS HWY. — PROFESSIONAL ENGINEERING & SURVEYING SERVICES — PH: (850) 478-4923  
 PENSACOLA, FL 32503 — FAX: (850) 478-4924  
 FLORIDA CORPORATION NUMBER 7174

REC'D NOV 0 8 2011



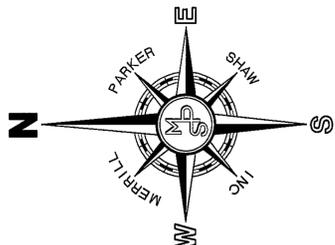
- DENOTES**
- ⊗ - 4"x4" CONCRETE MONUMENT, NUMBERED 7174 (PLACED)
  - ⊙ - 1/2" ALLOYED CAPPED IRON ROD, NUMBERED 7174 (PLACED)
  - ⊙ - 1/2" CAPPED IRON ROD, NUMBERED 7174 (PLACED)
  - ⊙ - 1/2" CAPPED IRON ROD, NUMBERED 7312 (FOUND)
  - ⊙ - 1/2" CAPPED IRON ROD, NUMBERED 7277 (FOUND)
  - ⊙ - 5/8" CAPPED IRON ROD, NUMBERED 0155 (FOUND)
  - ⊙ - 5/8" CAPPED IRON ROD, NUMBERED 1728 (FOUND)
  - ⊙ - 1/2" CAPPED IRON ROD, NUMBERED 1035 (FOUND)
  - ⊙ - 1/2" CAPPED IRON ROD, ILLEGIBLE (FOUND)
  - ⊙ - 5/8" IRON ROD, UNNUMBERED (FOUND)
  - ⊙ - 1/2" IRON ROD, UNNUMBERED (FOUND)
  - ⊙ - 1" IRON PIPE, UNNUMBERED (FOUND)
  - ⊙ - NAIL AND DISK, ILLEGIBLE (FOUND)
  - ⊙ - NAIL AND DISK, NUMBERED 7174 (FOUND)
  - ⊙ - NAIL AND DISK, NUMBERED 7277 (FOUND)
  - ⊙ - 3/4" IRON ROD, UNNUMBERED (FOUND)
- PC - POINT OF CURVATURE  
 PT - POINT OF TANGENCY  
 (D) - DEED INFORMATION  
 (F) - FIELD INFORMATION  
 (R) - RECORD INFORMATION  
 WHPA - WELL HEAD PROTECTION AREA

**CURVE TABLE**

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	191.46	343.07	31.58°28'	S65.02°10'W	188.98
C2	54.84	35.00	89.56°24'	N43.18°26'W	49.47
C3	9.84	25.00	22.33°01'	N12.52°27'E	9.78
C4	28.13	75.00	21.29°31'	N13.24°13'E	27.98
C5	54.27	35.00	88.50°13'	N47.04°33'E	48.99

**BUILDING SETBACK REQUIREMENTS**

15' FRONT SETBACK - ALL LOTS  
 10' SIDE SETBACK + 2 FEET ADDITIONAL ON EACH SIDE FOR EACH FLOOR ABOVE 3 STORIES  
 15' REAR SETBACK - ALL LOTS



**APPROVED**  
 11-9-11

FINAL PLAT: LOT 6, FAIRFIELD COMMERCE PARK



ESCAMBIA COUNTY  
DEVELOPMENT SERVICES DEPARTMENT  
G.I.S. DIVISION  
JCC 11/03/11 DISTRICT 3

 Lot 6, Fairfield Commerce Park, Commercial S/D



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1806** **Growth Management Report** **Item #: 12. 1.**  
**BCC Regular Meeting** **Consent**  
**Meeting Date:** 12/08/2011  
**Issue:** Scheduling of a Public Hearing  
**From:** T. Lloyd Kerr, AICP  
**Organization:** Development Services

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**RECOMMENDATION:**

**Recommendation Concerning the Scheduling of Public Hearings**

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

**Thursday, January 5, 2012**

**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 12, 2011:**

**1. Case No.: Z-2011-18**  
Location: 15 Becks Lake Rd  
Property Reference No.: 14-1N-30-1001-000-002  
Property Size: 9.39 (+/-) acres  
From: ID-CP, Industrial Commerce Park (cumulative) and GBD, Gateway Business District  
To: ID-2, Industrial District (noncumulative)  
FLU Category: MU-S, Mixed Use Suburban  
Commissioner District: 5  
Requested by: Thomas Hammond, Agent for Cody Rawson, Owner

**2. Case No.: Z-2011-19**  
Location: 3910 W Navy Blvd  
Property Reference No.: 38-2S-30-1000-170-006  
Property Size: 2.8 (+/-) acres  
From: C-1, Retail Commercial district (cumulative) (25 du/acre)  
To: C-2, General Commercial and Light Manufacturing District, (cumulative) (25 du/acre)  
FLU Category: C, Commercial

Commissioner 2

District:

Requested by: Gregory Drake, Owner

B. 5:46 p.m. - A Public Hearing - Review of Small Scale Amendment SSA-2011-01.

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-1817

County Administrator's Report Item #: 12. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 12/08/2011

Issue: Disposition of Property for the Public Safety Department

From: Mike Weaver

Organization: Public Safety

CAO Approval:

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**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 no longer in service, has been damaged beyond repair and/or is obsolete, and is to be auctioned as surplus or properly disposed of, all of which is described and listed on the Disposition Form noting the reason for disposal.

**BACKGROUND:**

Escambia County establishes policy for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statutes 274.07.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with Florida Statutes 274.07 and BCC Policy B-1, 2, Section II, Procedures for Disposition of County Property.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, the items listed will be disposed of as indicated on disposition form according to County policy.

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**Attachments**

Property Disposition Public Safety

**REQUEST FOR DISPOSITION OF PROPERTY  
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: Public Safety COST CENTER NO: 330206

John Sims DATE: 15-Nov-11

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 475-5530

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	501090	Truck Pumper Unit 1413	1HTSDNHRXMH353059	Navstar 4900	1991	Stripped
N	501091	Truck Pumper Eng 214	1HTSDNHR6MH353060	Navstar 4900	1991	Stripped
N	501092	Truck Pumper Eng 414	1HTSDNHR8MH353061	Navstar 4900	1991	Stripped
n	501093	Truck Pumper Unit 1814	1HTSDNHR6MH353057	Navstar 4900	1991	Stripped

Disposal Comments: to be auctioned off

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: 11/15/11  
FROM: Public Safety Department Department Director

Department Director (Print Name): Michael D. Weaver

**RECOMMENDATION:**

TO: Board of County Commissioners  
FROM: County Administration

Date: 11/16/11  
Charles R. Oliver  
Charles R. "Randy" Oliver,  
County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller  
By (Deputy Clerk)   

This Equipment Has Been Auctioned Sold

by:    Print Name    Signature    Date   

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt    Date



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1796**

**County Administrator's Report Item #: 12. 2.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 12/08/2011

**Issue:** Fiscal Year 2012 Federal Transit Administration (FTA) Annual Certifications and Assurances for Escambia County Area Transit (ECAT)

**From:** Marilyn D. Wesley, Department Director

**Organization:** Community Affairs

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Fiscal Year 2012 Federal Transit Administration Annual Certifications and Assurances for Escambia County Area Transit - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action concerning execution and filing of Fiscal Year 2012 Federal Transit Administration (FTA) Annual Certifications and Assurances for Escambia County Area Transit (ECAT):

- A. Approve and authorize the Chairman to sign the Federal Fiscal Year 2012 Certifications and Assurances for Federal Transit Administration Assistance Programs;
- B. Ratify the County Attorney's signature as the Affirmation of Applicant's Attorney on the Federal Fiscal Year 2012 Certifications and Assurances for Federal Transit Administration Assistance Programs; and
- C. Authorize Escambia County Area Transit (ECAT) to file the Certifications and Assurances electronically, as required using the Federal Personal Passwords of the Chairman and County Attorney.

**BACKGROUND:**

In 1998, the Federal Transit Administration (FTA) instituted the requirement that all grant applications and grant management reports be submitted electronically via the Transportation Electronic Award and Management (TEAM) System. Additionally, since 1996, the list of Certifications and Assurances must be filed electronically prior to the filing of the grant application. These Certifications and Assurances provide a basis for all financial, administrative, and accounting agreements between the FTA and the grantee. Under the current Five-Year FTA Authorization Act, entitled Safe, Accountable, Flexible and Efficient Transportation Equity Act, A Legacy for Users (SAFETEA-LU), Escambia County will receive an approximate \$3,000,000 apportionment in FY12 federal funding for mass transit.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney Office has reviewed and signed the Certifications and Assurances as the Affirmation of Applicant's Attorney.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The FTA requires the execution of these Certifications and Assurances prior to filing all grant applications for mass transit funding.

**IMPLEMENTATION/COORDINATION:**

The Department of Community Affairs and ECAT will continue to coordinate with the FTA on all matters regarding these Certifications and Assurances.

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**Attachments**

FTA Certifications and Assurances for FY2012

## APPENDIX A

### FEDERAL FISCAL YEAR 2012 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

#### PREFACE

*Before the Federal Transit Administration (FTA or We) may award Federal transit assistance (funding or funds) to support a project, an authorized representative (you) of the project sponsor (Applicant) must provide certain certifications and assurances required by Federal law or regulation. You must provide all certifications and assurances required of your Applicant to support its applications for FTA funding during Federal fiscal year (FY) 2012.*

*We request that you read each certification and assurance carefully and select all certifications and assurances that might apply to all projects for which your Applicant might seek FTA funding. We can award FTA funding for your Applicant's project only if your Applicant provides adequate certifications and assurances on your Applicant's behalf as required by Federal law or regulation.*

*We have consolidated our certifications and assurances into 24 groups. At a minimum, you must provide the assurances in Group 01. If your Applicant requests more than \$100,000, you must also provide the Lobbying certification in Group 02, unless your Applicant is an Indian tribe or organization or a tribal organization. Depending on the nature of your Applicant and its project, your Applicant may need to provide some of the certifications and assurances in Groups 03 through 24. However, instead of selecting individual groups of certifications and assurances, you may make a single selection that will encompass all groups of certifications and assurances applicable to all our programs. FTA and your Applicant understand and agree that not every provision of these certifications and assurances will apply to every Applicant or every project we fund. The type of project and Applicant will determine which certifications and assurances apply.*

*Your Applicant also understands and agrees that these certifications and assurances are special pre-award requirements and do not include all Federal requirements that may apply to your Applicant or its project. Our Master Agreement MA(18) for Federal Fiscal Year 2012, <http://www.fta.dot.gov/documents/18-Master.pdf>, contains a list of most of those requirements.*

*Except in limited circumstances, your Applicant is ultimately responsible for compliance with the certifications and assurances that apply to itself or its project irrespective of subrecipient participation in the project. Because many FY 2012 certifications and assurances will require subrecipient compliance, we strongly recommend that you take appropriate measures to assure the validity of your Applicant's certifications and assurances. Your Applicant understands and agrees that when you apply for funding on behalf of a consortium, joint venture, partnership, or team, each member of that consortium, joint venture, partnership, or team is responsible for compliance with the certifications and assurances you select on your Applicant's behalf.*

*We expect you to submit your Applicant's FY 2012 certifications and assurances in TEAM-Web, and its applications for funding as well. Thus you will need to be registered in TEAM-Web to act*

## APPENDIX A

*on your Applicant's behalf. The TEAM-Web "Recipients" option at the "Cert's & Assurances" tab of the "View/Modify Recipients" page contains fields for selecting among the 24 groups of certifications and assurances and a designated field for selecting all 24 groups. If you cannot submit your Applicant's FY 2012 certifications and assurances electronically, you must submit the Signature Page(s) in Appendix A of this Notice marked to show the groups of certifications and assurances your Applicant is providing.*

### **GROUP 01. ASSURANCES REQUIRED FOR EACH APPLICANT**

*You must select the following assurances in Group 01 on behalf of your Applicant unless we expressly determine otherwise in writing.*

#### *A. Assurance of Authority of the Applicant and Its Representative.*

Both you and the Applicant's attorney who sign these certifications, assurances, and agreements, affirm that both the Applicant and you as its authorized representative may, under their State, local, or Indian tribal law and regulations, and the Applicant's by-laws or internal rules, undertake the following activities on behalf of the Applicant:

1. Execute and file its application for Federal funds,
2. Execute and file its certifications, assurances, and agreements binding its compliance, and
3. Execute Grant Agreements or Cooperative Agreements, or both, with FTA.

#### *B. Standard Assurances.*

The Applicant assures that:

1. It has sufficient authority under its State, local, or Indian tribal law, regulations by-laws and internal rules to carry out each FTA funded project as required by Federal laws and regulations,
2. It will comply with all applicable Federal statutes and regulations to carry out any FTA funded project,
3. It is under a continuing obligation to comply with the terms and conditions of the FTA Grant Agreement or Cooperative Agreement for the project, including the FTA Master Agreement incorporated by reference and made part of the latest amendment to Grant Agreement or Cooperative Agreement,
4. It recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect project implementation,
5. It understands that Presidential executive orders and Federal directives, including Federal policies and program guidance, may be issued concerning matters affecting the Applicant or its project, and
6. It agrees that the most recent Federal laws, regulations, and directives will apply to the project, unless FTA determines otherwise in writing.

#### *C. Intergovernmental Review Assurance.*

*This assurance does not apply to Indian tribe or organization or a tribal organization that applies for funding under FTA's Tribal Transit Program, 49 U.S.C. 5311(c)(1).*

The Applicant assures that it has or will submit each Federal funding application to the appropriate State and local agencies for intergovernmental review to facilitate compliance with U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17.

## APPENDIX A

### D. *Nondiscrimination Assurance.*

1. The Applicant assures that it will comply with the following laws and regulations so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in any U.S. DOT or FTA funded program or activity (particularly in the level and quality of transportation services and transportation-related benefits on the basis of race, color, national origin, creed, sex, or age:

a. Federal transit law, specifically 49 U.S.C. 5332 (prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age, and in employment or business opportunity),

b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and

c. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21.

2. As required by 49 CFR 21.7, the Applicant assures that:

a. It will comply with 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 in the manner:

(1) It conducts each project,

(2) It undertakes property acquisitions, and

(3) It operates the project facilities, including:

(a) Its entire facilities, and

(b) Its facilities operated in connection with its project,

b. This assurance applies to its entire project and entire facilities, including facilities operated in connection with its project,

c. It will promptly take the necessary actions to carry out this assurance, including:

(1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA, and

(2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request,

d. If it transfers FTA funded real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:

(1) While the property is used for the purpose that the Federal funding is extended,

(2) While the property is used for another purpose involving the provision of similar services or benefits,

e. The United States has a right to seek judicial enforcement of any matter arising under:

(1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,

(2) U.S. DOT regulations, 49 CFR part 21, and

(3) This assurance,

f. It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to comply with:

(1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,

(2) U.S. DOT regulations, 49 CFR part 21, and

(3) Federal transit law, 49 U.S.C. 5332,

g. It will extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 to each third party participant, including:

(1) Any subrecipient,

(2) Any transferee,

(3) Any third party contractor or subcontractor at any tier,

## APPENDIX A

- (4) Any successor in interest,
- (5) Any lessee, or
- (6) Any other participant in the project,
- h. It will include adequate provisions to extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 to each third party agreement, including:
  - (1) Each subagreement,
  - (2) Each property transfer agreement,
  - (3) Each third party contract or subcontract at any tier,
  - (4) Each lease, or
  - (5) Each participation agreement,
- i. The assurances it has made will remain in effect for the longest of the following:
  - (1) As long as Federal funding is extended to the project,
  - (2) As long as the Project property is used for a purpose for which the Federal funding is extended,
  - (3) As long as the Project property is used for a purpose involving the provision of similar services or benefits, or
  - (4) As long as the Applicant retains ownership or possession of the project property.

### E. *Assurance of Nondiscrimination on the Basis of Disability.*

- 1. The Applicant assures that it and its project implementation and operations will comply with all applicable requirements of:
  - a. The Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*,
  - b. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*,
  - c. U.S. DOT regulations, specifically 49 CFR parts 27, 37, and 38, and
  - d. Any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated,
- 2. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR 27.9, the Applicant assures that:
  - a. The following prohibition against discrimination on the basis of disability is a condition to the approval or extension of any FTA funding awarded to:
    - (1) Construct any facility,
    - (2) Obtain any rolling stock or other equipment,
    - (3) Undertake studies,
    - (4) Conduct research, or
    - (5) Participate in or obtain any benefit from any FTA administered program,
  - b. In any program or activity receiving or benefiting from Federal funding FTA or any entity within U.S. DOT administers, no otherwise qualified people with a disability will, because of their disability, be:
    - (1) Excluded from participation,
    - (2) Denied benefits, or
    - (3) Otherwise subjected to discrimination.

### F. *Suspension and Debarment.*

- 1. U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget

## APPENDIX A

(U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180, permit certifications to assure the Applicant acknowledges that:

2. The Applicant certifies to the best of its knowledge and belief that, it, its principals, and first tier subrecipients:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

- (1) Debarred,
- (2) Suspended,
- (3) Proposed for debarment,
- (4) Declared ineligible, or
- (5) Voluntarily excluded, or
- (6) Disqualified,

b. Have not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

(1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,

(2) Violation of any Federal or State antitrust statute, or

(3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding Section 2.b of this certification,

d. Have not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this certification,

e. Will promptly provide any information to the FTA if at a later time any information contradicts the statements of subparagraphs (1) through (4) above, and

f. Will treat each lower tier contract or lower tier subcontract under the Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

- (1) Equals or exceeds \$25,000,
- (2) Is for audit services, or
- (3) Requires the consent of a Federal official,

g. Will require that each covered lower tier contractor and subcontractor:

- (1) Comply with the Federal requirements of 2 CFR part 1200 and 2 CFR part 180, and
- (2) Assure that each lower tier participant in the Project is not presently declared by any

Federal department or agency to be:

- (a) Debarred from participation in the federally funded project,
- (b) Suspended from participation in the federally funded project,
- (c) Proposed for debarment from participation in the federally funded project,
- (d) Declared ineligible to participate in the federally funded project,
- (e) Voluntarily excluded from participation in the federally funded project, or
- (f) Disqualified from participation in the federally funded Project.

3. The Applicant will provide a written explanation indicated on its Signature Page or a page attached in FTA's TEAM if it or any of its principals, including any of its first tier subrecipients or lower tier participants, is unable to certify to the preceding statements in this certification.

## APPENDIX A

### G. *U.S. OMB Assurances in SF-424B and SF-424D.*

*(These assurances are consistent with U.S. OMB assurances required in SF-424B and SF-424D.)*

#### 1. *Administrative Activities.* The Applicant assures that:

a. For every project described in any application it submits, it has adequate resources to properly plan, manage, and complete the project, including:

- (1) The legal authority to apply for Federal funding, and
- (2) The institutional capability,
- (3) The managerial capability, and
- (4) The financial capability (including funds sufficient to pay the non-Federal share of project cost).

b. It will give access and the right to examine project-related materials, including but not limited to:

- (1) FTA,
- (2) The Comptroller General of the United States, and,
- (3) If appropriate, the State, through any authorized representative,

c. It will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

d. It will establish safeguards to prohibit employees from using their positions for a purpose that:

- (1) Results in a personal or organizational conflict of interest, or personal gain, or
- (2) Presents the appearance of a personal or organizational conflict of interest or personal gain.

#### 2. *Project Specifics.* The Applicant assures that:

a. Following receipt of FTA award, it will begin and complete Project work within the applicable time periods,

b. For FTA funded construction projects:

(1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications

(2) It will to the extent practicable provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms with the approved plans and specifications,

(3) It will include a covenant in the title of federally funded real property acquired to assure nondiscrimination during the useful life of the project,

(4) To the extent FTA requires, it will record the Federal interest in the title to FTA assisted real property or interests in real property, and

(5) To the extent practicable, without permission and instructions from FTA, it will not alter the site of the FTA funded construction project or facilities by:

(a) Disposing of the underlying real property or other interest in the site and facilities,

(b) Modifying the use of the underlying real property or other interest in the site and facilities, or

(c) Changing the terms of the underlying real property title or other interest in the site and facilities.

c. It will furnish progress reports and other information as FTA or the State may require.

#### 3. *Statutory and Regulatory requirements.* The Applicant assures that:

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a. It will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to the:

- (1) Prohibitions against discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
- (2) Prohibitions against discrimination on the basis of sex of:
  - (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 – 1683, and 1685 – 1687, and
  - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25,
- (3) Prohibitions against discrimination on the basis of age in federally assisted programs of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 – 6107,
- (4) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability,
- (5) Prohibitions against discrimination on the basis of disability of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794,
- (6) Nondiscrimination requirements relating to the sale, rental, or financing of housing of Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*,
- (7) Prohibitions against discrimination on the basis of drug abuse of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 *et seq.*,
- (8) Prohibitions against discrimination on the basis of alcohol abuse of the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 *et seq.*,
- (9) Confidentiality requirements for the records of alcohol and drug abuse patients of the Public Health Service Act, as amended, 42 U.S.C. 290dd – 290dd-2, and
- (10) Nondiscrimination provisions of any other statute(s) that may apply to the project,

b. Regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes, it will provide for fair and equitable treatment of displaced persons or persons whose property is acquired as a result of federally assisted programs, and:

- (1) It has the necessary legal authority under State and local law to comply with:
  - (a) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Uniform Relocation Act) 42 U.S.C. 4601 *et seq.*, as specified by sections 210 and 305 of that Act, 42 U.S.C. 4630 and 4655, respectively, and
  - (b) U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,” 49 CFR part 24, specifically 49 CFR 24.4.
- (2) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations including but not limited to doing the following:
  - (a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,
  - (b) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, it will provide fair and reasonable relocation payments and assistance for displacement, resulting from any FTA funded project, of:
    - 1 Families and individuals,
    - 2 Partnerships, corporations, or associations,
  - (c) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in to the U.S. DOT regulations to such



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Executive Order No. 11514, as amended, 42 U.S.C. 4321 note,

(2) It will comply with notification of violating facilities pursuant to Executive Order No. 11738, 42 U.S.C. 7606 note,

(3) It will comply with protection of wetlands pursuant to Executive Order No. 11990, 42 U.S.C. 4321 note,

(4) It will comply with evaluation of flood hazards in floodplains in accordance with Executive Order No. 11988, 42 U.S.C. 4321 note,

(5) It will comply with an assurance of project consistency with the approved State management program developed pursuant to the requirements of the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 – 1465,

(6) It will comply with Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 – 7671q,

(7) It will comply with protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f – 300j-6,

(8) It will comply with protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 – 1544, and

(9) It will comply with environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation project as required by 49 U.S.C. 303(b) and 303(c),

(10) It will comply with protection of the components of the national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 – 1287, and

(11) It will comply with and facilitate compliance with

(a) Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f,

(b) The Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 – 469c, and

(c) Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note,

g. To the extent practicable, it will comply with Federal requirements for the care, handling, and treatment of warm blooded animals held or used for research, teaching, or other activities supported by Federal funding of:

(1) The Animal Welfare Act, as amended, 7 U.S.C. 2131 *et seq.*, and

(2) U.S. Department of Agriculture regulations, “Animal Welfare,” 9 CFR subchapter A, parts 1, 2, 3, and 4,

h. To the extent practicable, before accepting delivery of any FTA funded building it will obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, “Seismic Safety,” 49 CFR part 41, specifically 49 CFR 41.117(d),

i. To the extent practicable, it and its subrecipients located in special flood hazard areas will comply with section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), by:

(1) Participating in the Federal flood insurance program,

(2) Purchasing flood insurance if the total cost of insurable construction and acquisition

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is \$10,000 or more,

j. To the extent practicable, it will comply with:

(1) The Hatch Act, 5 U.S.C. 1501 – 1508, 7324 – 7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds including a Federal loan, grant agreement, or cooperative agreement, and

(2) 49 U.S.C. 5307(k)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding to whom the Hatch Act does not otherwise apply,

k. It will have performed the financial and compliance audits as required by:

(1) The Single Audit Act Amendments of 1996, 31 U.S.C. 7501 *et seq.*,

(2) U.S. OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” Revised, and

(3) The most recent applicable U.S. OMB A-133 Compliance Supplement provisions for the U.S. DOT, and

l. It will, to the extent practicable, comply with all applicable provisions of all other Federal laws or regulations, and follow Federal directives governing the project, except to the extent that FTA has expressly approved otherwise in writing.

### GROUP 02. LOBBYING CERTIFICATION

*You must select the following certifications in Group 02 if you apply on behalf of your Applicant for a Federal grant or cooperative agreement exceeding \$100,000, or a loan (including a line of credit), loan guarantee, or loan insurance exceeding \$150,000, except if you are applying on behalf of an Indian tribe, tribal organization, or other Indian organization or if we determine otherwise in writing.*

As required by 31 U.S.C. 1352 and U.S. DOT regulations, “New Restrictions on Lobbying,” specifically 49 CFR 20.110, you and your Applicant understand that:

a. The lobbying restrictions of your certification apply your Applicant’s requests for:

(1) \$100,000 or more in Federal funding for a grant or cooperative agreement, and

(2) \$150,000 or more in Federal funding for a loan, line of credit, or loan guarantee,

b. Its certification covers the lobbying activities of:

(1) It,

(2) Its principals, and

(3). Its first tier subrecipients:

Therefore, on behalf of your Applicant, you certify to the best of your knowledge and belief, that:

1. No Federal appropriated funds have been or will be paid by or on its behalf to any person:

a. To influence or attempt to influence:

(1) An officer or employee of any Federal agency,

(2) A Member of Congress, an employee of a member of Congress, or an officer or

employee of Congress,

b. Regarding the award of a:

(1) Federal grant or cooperative agreement, or

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- (2) Federal loan, line of credit, loan guarantee, or loan insurance
2. It will submit a complete OMB Standard Form-LLL, "Disclosure of Lobbying Activities (Rev. 7-97)," in accordance with its instructions, if any funds other than Federal appropriated funds have been or will be paid to any person:
  - a. To influence or attempt to influence:
    - (1) An officer or employee of any Federal agency,
    - (2) A Member of Congress, an employee of a Member of Congress, or an officer or employee of Congress, or
  - b. Regarding any application for a:
    - (1) Federal grant or cooperative agreement,
    - (2) Federal loan, line of credit, loan guarantee, or loan insurance, and
3. It will include the language of this certification in the award documents for all subawards at all tiers including, but not limited to:
  - a. Subcontracts,
  - b. Subgrants,
  - c. Subagreements, and
  - d. Third party contracts under a:
    - (1) Federal grant or cooperative agreement, or
    - (2) Federal loan, line of credit, loan guarantee, or loan insurance, and
4. It understands that:
  - a. This certification is a material representation of fact that the Federal Government relies on, and
  - b. It must submit this certification before the Federal Government may award funding for a transaction covered by 31 U.S.C. 1352, including a:
    - (1) Federal grant or cooperative agreement, or
    - (2) Federal loan, line of credit, loan guarantee, or loan insurance, and
5. It also understands that any person who does not file a required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **GROUP 03. PROCUREMENT COMPLIANCE**

*We request that you provide the following procurement certification, on behalf of your Applicant by selecting Group 03, especially if your Applicant is a State, local, or Indian tribal government with a certified procurement system, as provided in 49 CFR 18.36(g)(3)(ii).*

The Applicant certifies that its procurements and procurement system will comply with all applicable Federal laws and regulations in accordance with applicable Federal directives, except to the extent FTA has approved otherwise in writing.

### **GROUP 04. PROTECTIONS FOR PRIVATE TRANSPORTATION PROVIDERS**

*You must select the following certifications in Group 04 on behalf of your Applicant if it is a State, local, or Indian tribal government and you are applying for or will apply for 49 U.S.C. chapter 53 funding to:*

- *Acquire property of a private transit operator, or*
- *Operate public transit in competition with or in addition to a private transit provider.*

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As required by 49 U.S.C. 5323(a)(1), the Applicant certifies that:

1. Before it:
  - a. Acquires the property or an interest in the property of a private provider of public transportation, or
  - b. Operates public transportation equipment or facilities:
    - (1) In competition with transportation service provided by an existing public transportation company, or
    - (2) In addition to transportation service provided by an existing public transportation company,
2. It has or will have:
  - a. Determined that the funding is essential to carrying out a program of projects as required by 49 U.S.C. 5303, 5304, and 5306,
  - b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
  - c. Paid just compensation under State or local law to the company for any franchise or property acquired.

### GROUP 05. PUBLIC HEARING

*You must select the following certifications in Group 05 on behalf of your Applicant if you apply for 49 U.S.C. chapter 53 funding for a capital project that will substantially affect a community or its transit service.*

As required by 49 U.S.C. 5323(b), the Applicant certifies that:

1. Before submitting an application for a capital project that:
  - a. Will substantially affect:
    - (1) A community, or
    - (2) The public transportation service of a community, and
  - b. Also will affect:
    - (1) Significant economic interests,
    - (2) Significant social interests, or
    - (3) Significant environmental interests,
- It will:
  - (1) Provide an adequate opportunity for public review and comment on the project, after giving notice that:
    - (a) Includes a concise description of the proposed project; and
    - (b) Has been published in a newspaper of general circulation in the geographic area the project.
  - (2) Hold a public hearing on the project if the project affects:
    - (a) Significant economic, interests,
    - (b) Significant social, interests, or
    - (c) Significant environmental interests,
2. It will have considered the economic, social, and environmental effects of the project, and
3. It will have determined that the project is consistent with official plans for developing the community.

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### **GROUP 06. ACQUISITION OF ROLLING STOCK FOR USE IN REVENUE SERVICE**

*You must select the following certification on behalf of your Applicant in Group 06 if you apply for 49 U.S.C. chapter 53 funding to acquire any rolling stock for use in revenue service.*

The Applicant certifies that in procuring revenue service rolling stock, it will comply with:

1. Federal transit law, specifically 49 U.S.C. 5323(m),
2. FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, specifically 49 CFR 663.7, as modified by amendments authorized by section 3023(k) of SAFETEA-LU, including the requirements to:
  - a. Conduct or cause to be conducted the required preaward and post delivery reviews, and
  - b. Maintain on file the certifications required by 49 CFR part 663, subparts B, C, and D.

### **GROUP 07. ACQUISITION OF CAPITAL ASSETS BY LEASE**

*You must select the following certifications in Group 07 if you apply on behalf of your Applicant for 49 U.S.C. chapter 53 funding to acquire capital assets by lease.*

As required by FTA regulations, "Capital Leases," 49 CFR part 639, specifically 639.15(b)(1) and 639.21, if the Applicant acquires any capital asset by lease financed with Federal funding authorized under 49 U.S.C. chapter 53, the Applicant certifies as follows:

1. It will not use Federal funding authorized under 49 U.S.C. chapter 53 to finance the cost of leasing any capital asset until:
  - a. It performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset, and
  - b. It completes these calculations before the later of:
    - (1) Entering into the lease, or
    - (2) Receiving a capital grant for the asset, and
2. It will not enter into a capital lease for which FTA can provide only incremental Federal funding unless it has adequate financial resources to meet its future lease obligations if Federal funding is not available.

### **GROUP 08. BUS TESTING**

*You must select the following certification in Group 08 if you apply on behalf of your Applicant for 49 U.S.C. chapter 53 funding to acquire any new or newly configured bus or a bus with new major components.*

The Applicant certifies that:

1. It will comply with Federal transit law, specifically 49 U.S.C. 5318,
2. FTA regulations, "Bus Testing," 49 CFR part 665, specifically 49 CFR 665.7, requires that
  - a. Before:
    - (1) Spending any Federal funds to acquire:
      - (a) The first bus of any new bus model,
      - (b) The first bus with a new major change in configuration or components, or

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(2) Authorizing final acceptance of a new bus model or a bus model with a major change in components or configuration:

b. It will:

- (1) Ensure that the bus model has been tested at FTA's bus testing facility, and
- (2) Have received a copy of the test report prepared on the bus model.

### GROUP 09. CHARTER SERVICE AGREEMENT

*You must enter in the Charter Service Agreement in Group 09 on behalf of your Applicant if you apply for funding to acquire or operate transit facilities and equipment, unless your Applicant qualifies for an exception under Federal law and regulations.*

As required by 49 U.S.C. 5323(d) and (g) and FTA regulations, "Charter Service," 49 CFR part 604, specifically 49 CFR 604.4, the Applicant understands and agrees that:

1. Except in certain circumstances described in its regulations, FTA's "Charter Service" regulations restrict transportation by charter service using facilities and equipment acquired by FTA for transportation projects with Federal funding derived from:

- (1) Federal transit laws, 49 U.S.C. chapter 53, or
- (2) 23 U.S.C. §§ 133 or 142,

2. FTA's charter service restrictions extend to:

a. The Applicant when it becomes a recipient of Federal funding under:

- (1) Federal transit laws, 49 U.S.C. chapter 53, or
- (2) 23 U.S.C. §§ 133 or 142,

b. Any third party participant that receives Federal funding derived from:

- (1) Federal transit laws, 49 U.S.C. chapter 53, or
- (2) 23 U.S.C. §§ 133 or 142,

c. A third party participant includes a:

- (1) Subrecipient at any tier,
- (2) Lessee,
- (3) Third party contractor or subcontractor at any tier, and
- (4) Other participant in the project,

3. Neither the Applicant nor any third party participant involved in its Project will engage in charter service operations, except as permitted under:

- a. Federal transit laws, specifically 49 U.S.C. § 5323(d) and (g),
- b. FTA regulations, "Charter Service," 49 C.F.R. Part 604,
- c. Any other Federal Charter Service regulations, or
- d. Federal directives, except as FTA determines otherwise in writing.

4. The Applicant agrees that the latest Charter Service Agreement it has selected in its latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding.

5. The Applicant agrees that:

a. FTA may require corrective measures or impose remedies on it or any subrecipient that has engaged in a pattern of violations of FTA's Charter Service regulations by:

- (1) Conducting charter operations prohibited by Federal transit laws and FTA's Charter Service regulations, or

## APPENDIX A

(2) Otherwise violating the Applicant's Charter Service Agreement it has elected in its latest annual Certifications and Assurances.

b. These corrective measures and remedies may include:

(1) Barring it or any third party participant operating public transportation under the Project that has provided prohibited charter service from receiving FTA funds, or

(2) Withholding an amount of Federal funds as provided by Appendix D to FTA's Charter Service regulations.

### GROUP 10. SCHOOL TRANSPORTATION AGREEMENT

*You must enter in the School Transportation Agreement in Group 10 on behalf of your Applicant if you apply for funding to acquire or operate transit facilities and equipment, unless your Applicant qualifies for an exception under Federal law and regulations.*

As required by 49 U.S.C. 5323(f) and (g) and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) and (g), the Applicant understands and agrees that:

1. FTA's "School Bus Operations" regulations restrict school bus service as defined in the FTA regulations using facilities and equipment acquired with Federal funding derived from:

(1) Federal transit laws, 49 U.S.C. chapter 53, or

(2) 23 U.S.C. §§ 133 or 142,

2. FTA's school bus operations restrictions extend to:

a. The Applicant when it becomes a recipient of Federal funding under:

(1) Federal transit laws, 49 U.S.C. chapter 53, or

(2) 23 U.S.C. §§ 133 or 142,

b. Any third party participant that receives Federal funding derived from:

(1) Federal transit laws, 49 U.S.C. chapter 53, or

(2) 23 U.S.C. §§ 133 or 142,

c. A third party participant includes a:

(1) Subrecipient at any tier,

(2) Lessee,

(3) Third party contractor or subcontractor at any tier, and

(4) Other participant in the project,

3. Neither the Applicant nor any third party participant involved in its Project will engage in school transportation operations in competition with private operators of school transportation, except as permitted under:

a. Federal transit laws, specifically 49 U.S.C. § 5323(f) and (g),

b. FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g),

c. Any other Federal School Transportation regulations, or

d. Federal directives, except as FTA determines otherwise in writing.

4. The Applicant agrees that the latest School Transportation Agreement it has selected in its latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding.

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5. The Applicant agrees that FTA will bar the Applicant or any third party participant that has violated this School Transportation Agreement from receiving Federal transit funding in an amount FTA considers appropriate.

### **GROUP 11. DEMAND RESPONSIVE SERVICE**

*You must select the following certification in Group 11 on behalf of your Applicant if your Applicant operates demand responsive service and you apply for 49 U.S.C. chapter 53 funding to acquire non rail transit vehicles.*

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37, specifically 49 CFR 37.77(d), the Applicant certifies that:

1. The following public transportation services it offers are equivalent in level and quality of service:
  - a. Its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs,
  - b. Its service offered to individuals without disabilities,
2. Viewed in its entirety, the Applicant's service for individuals with disabilities is:
  - a. Provided in the most integrated setting feasible, and
  - b. Equivalent to the service it offers individuals without disabilities with respect to:
    - (1) Response time,
    - (2) Fares,
    - (3) Geographic service area,
    - (4) Hours and days of service,
    - (5) Restrictions on trip purpose,
    - (6) Availability of information and reservation capability, and
    - (7) Constraints on capacity or service availability.

### **GROUP 12. ALCOHOL MISUSE AND PROHIBITED DRUG USE**

*You must select the following certification in Group 12 on behalf of your Applicant if FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, require your Applicant to provide a certification concerning its activities to prevent alcohol misuse and prohibited drug use in its public transportation operations.*

As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," specifically 49 CFR part 655, subpart I, the Applicant certifies that it:

1. Has established and implemented:
  - a. An alcohol misuse program and
  - b. An anti-drug program, and
2. Has complied with or will comply with all applicable requirements of this part.

### **GROUP 13. INTEREST AND OTHER FINANCING COSTS**

*You must select the following certification in Group 13 if the your Applicant intends to reimburse interest or other financing costs with Urbanized Area Formula Program, Capital Investment*

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*Program, or Paul S. Sarbanes Transit in Parks Program funding.*

The Applicant certifies that:

1. It will not seek reimbursement for interest or other financing costs:
  - a. Unless it is eligible to receive Federal funding for those costs,
  - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require, and
2. It will comply with:
  - a. Urbanized Area Formula Program interest provisions of 49 U.S.C. 5307(g)(3),
  - b. Capital Investment Program provisions of 49 U.S.C. 5309(g)(2)(B)(iii),
  - c. Capital Investment Program provisions of 49 U.S.C. 5309(g)(3)(B)(iii),
  - d. Capital Investment Program provisions of 49 U.S.C. 5309(i)(2)(C), and
  - e. Paul S. Sarbanes Transit in Parks Program provisions of 49 U.S.C. 5320(h)(2)(C).

### **GROUP 14. INTELLIGENT TRANSPORTATION SYSTEMS**

*Select the following assurance in Group 14 if you apply on behalf of your Applicant for an Intelligent Transportation Systems (ITS) project or a project in support of an ITS project. An Applicant for ITS project funding that fails to provide this assurance, without providing other documentation assuring its commitment to comply with applicable Federal ITS standards and protocols, may be ineligible for award of Federal funding for that ITS project.*

As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture." The Applicant assures that:

1. As provided in subsection 5307(c) of SAFETEA-LU, 23 U.S.C. 512 note:
  - a. "Intelligent transportation system projects carried out using funds made available from the Highway Trust Fund, including funds made available under this subtitle to deploy intelligent transportation system technologies, [will] conform to the national architecture, applicable standards or provisional standards, and protocols developed under subsection (a) [of section 5307 of SAFETEA-LU]."
  - b. ITS standards will not apply if it obtains an exception to subsection 5307(c) of SAFETEA-LU, 23 U.S.C. 512 note.
2. It will use its best efforts to assure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region, if supported with Federal funding not derived from:
  - a. Title 49, United States Code, or
  - b. Title 23, United States Code.
3. To facilitate compliance with subsection 5307(c) of 23 U.S.C. 512 note, except as the Federal Government determines otherwise in writing, the Applicant assures that it will comply with:
  - a. FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455, January 8, 2001, specifically:
    - (1) Applicable provisions of Section V (Regional ITS Architecture, and
    - (2) Section VI (Project Implementation), and
  - b. Other FTA policies that may be issued in connection with any ITS project it undertakes

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financed with funds authorized under Title 49 or Title 23, United States Code,

### **GROUP 15. URBANIZED AREA FORMULA PROGRAM**

*You must select the following certifications and assurances in Group 15 if you apply on behalf of your Applicant for Urbanized Area Formula Program funding, 49 U.S.C. 5307. Your Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project, unless FTA determines otherwise in writing. Consequently, we strongly encourage your Applicant to take the appropriate measures including, but not limited to, obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances it has made.*

*Each Applicant is required by 49 U.S.C. 5307(d)(1)(J) to spend at least one (1) percent of its Urbanized Area Formula Program funding for public transportation security projects, unless it has certified that such expenses are not necessary. Information about its intentions must be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when it submits its Urbanized Area Formula Program application in TEAM-Web.*

*We may not award Urbanized Area Formula Program funding to any Applicant that is required by 49 U.S.C. 5307(d)(1)(K) to spend one (1) percent of its Urbanized Area Formula Program funding for eligible transit enhancements unless its quarterly report for the fourth quarter of the preceding Federal fiscal year has been submitted to FTA and includes the required list or sufficient information to demonstrate that the Designated Recipients in its area together have spent one (1) percent of the amount of Urbanized Area Program funding made available to them for transit enhancement projects or have included the same information in a separate report attached in TEAM-Web.*

The following certifications apply to each Applicant for funding under the Urbanized Area Formula Program authorized under 49 U.S.C. 5307. The Applicant certifies that:

1. As required by 49 U.S.C. 5307(d)(1)(A), it has or will have the:
  - a. Legal capacity to carry out its proposed projects,
  - b. Financial capacity to carry out its proposed projects,
  - c. Technical capacity to carry out its proposed projects,
  - d. Safety aspects of its proposed projects, and
  - e. Security aspects of its proposed projects,
2. As required by 49 U.S.C. 5307(d)(1)(B), it has or will have satisfactory continuing control over the use of project equipment and facilities,
3. As required by 49 U.S.C. 5307(d)(1)(C), it will maintain the project equipment and facilities adequately,
4. As required by 49 U.S.C. 5307(d)(1)(D), it will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving project facilities or equipment supported under 49 U.S.C. 5307:
  - a. Elderly individuals,
  - b. Individuals with disabilities, or
  - c. Individuals presenting a Medicare card issued to himself or herself pursuant to title II or

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title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*),

5. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement under 49 U.S.C. 5307, it will:

- a. Use competitive procurement (as defined or approved by FTA),
- b. Not use exclusionary or discriminatory specifications in its procurements,
- c. Comply with applicable Buy America laws, and
- d. Comply with the:
  - (1) General provisions for FTA programs of 49 U.S.C. 5323, and
  - (2) Third party procurement requirements of 49 U.S.C. 5325,

6. As required by 49 U.S.C. 5307(d)(1)(F), it has complied with or will comply with 49 U.S.C. 5307(c) because it:

- a. Has informed or will inform the public of the amounts of its Urbanized Area Formula Program funds available under 49 U.S.C. 5307, and the projects it proposes to undertake,
- b. Has developed or will develop, in consultation with interested parties including private transportation providers, the projects proposed to be funded,
- c. Has published or will publish a list of its projects in a way that affected citizens, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed projects and its performance,
- d. Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,
- e. Has assured or will assure that the proposed projects provide for coordination of transportation services assisted under 49 U.S.C. 5336 with federally assisted transportation services supported by a Federal Government source other than U.S. DOT,
- f. Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects, and
- g. Has made or will make the final list of projects available to the public,

7. As required by 49 U.S.C. 5307(d)(1)(G), it:

- a. Has or will have the amount of funds required for the local share,
- b. Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
- c. Will provide the local share funds when needed,

8. As required by 49 U.S.C. 5307(d)(1)(H), it will comply with:

- a. The requirements of 49 U.S.C. 5301(a) for public transportation systems that:
  - (1) Maximize the safe, secure, and efficient mobility of people,
  - (2) Minimize environmental impacts, and,
  - (3) Minimize transportation-related fuel consumption and reliance on foreign oil,
- b. The requirements of 49 U.S.C. 5301(d) for special efforts to:
  - (1) Design public transportation for elderly individuals and individuals with disabilities,  
and
  - (2) Provide public transportation for elderly individuals and individuals with disabilities,  
and
- c. The requirements of 49 U.S.C. 5303 – 5306 for:
  - (1) Metropolitan and State Planning, and
  - (2) Private enterprise participation,

9. As required by 49 U.S.C. 5307(d)(1)(I), it has a locally developed process to solicit and consider public comment before:

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- a. Raising a fare, or
  - b. Implementing a major reduction of public transportation,
10. As required by 49 U.S.C. 5307(d)(1)(J), if it serves an urbanized area with a population of at least 200,000:
- a. Each fiscal year, it will spend at least one (1) percent of its 49 U.S.C. 5307 funding for public transportation security projects (limited to capital projects in the case of an Applicant serving an urbanized area with a population of 200,000 or more), or
  - b. That fiscal year, it will certify that such expenses for transportation security projects are not necessary,
  - c. Public transportation security projects include:
    - (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
    - (2) Increased camera surveillance of an area in or adjacent to that system,
    - (3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
    - (4) Any other project intended to increase the security and safety of an existing or planned public transportation, and
11. As required by 49 U.S.C. 5307(d)(1)(K), if it serves an urbanized area with a population of at least 200,000:
- a. Each fiscal year, it or all the Recipients of 49 U.S.C. 5307 funding in its urbanized area will spend at least one (1) percent of that funding for transit enhancements, as defined in 49 U.S.C. 5302(a),
  - b. It will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year a list of the projects during that Federal fiscal year using those 49 U.S.C. 5307 funds, and
  - c. The report of its transit enhancement projects is or will be incorporated by reference and made part of its certifications and assurances.

### GROUP 16. CLEAN FUELS GRANT PROGRAM

*You must select the following certifications and assurances in Group 16 if you apply on behalf of your Applicant for Clean Fuels Grant Program funding, 49 U.S.C. 5308. Your Applicant itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project, unless FTA determines otherwise in writing. Consequently, we strongly encourage your Applicant to take the appropriate measures including, but not limited to, obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances it has made.*

The following certifications apply to each Applicant for funding under the Clean Fuels Grant Program authorized under 49 U.S.C. 5308:

1. As required by FTA regulations, "Clean Fuels Grant Program, 49 CFR part 624, specifically 49 CFR 624.7, the Applicant certifies it will operate vehicles purchased with Federal funding provided under the Clean Fuels Grant Program, 49 U.S.C. 5308 only with clean fuels.
2. Under 49 U.S.C. 5308(d)(1), the requirements of 49 U.S.C. 5307 apply to the Clean Fuels Grant Program. To comply with those requirements, as specified under 49 U.S.C. 5307(d)(1), the Applicant certifies that:

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- a. As required by 49 U.S.C. 5307(d)(1)(A), it has or will have the:
  - (1) Legal capacity to carry out its proposed projects,
  - (2) Financial capacity to carry out its proposed projects,
  - (3) Technical capacity to carry out its proposed projects,
  - (4) Safety aspects of its proposed projects, and
  - (5) Security aspects of its proposed projects,
- b. As required by 49 U.S.C. 5307(d)(1)(B), it has or will have satisfactory continuing control over the use of project equipment and facilities,
- c. As required by 49 U.S.C. 5307(d)(1)(C), it will maintain the project equipment and facilities adequately,
- d. As required by 49 U.S.C. 5307(d)(1)(D), it will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving project facilities or equipment supported under 49 U.S.C. 5308:
  - (1) Elderly individuals,
  - (2) Individuals with disabilities, or
  - (3) Individuals presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*),
- e. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement under 49 U.S.C. 5308, it will:
  - (1) Use competitive procurement (as defined or approved by FTA),
  - (2) Not use exclusionary or discriminatory specifications in its procurements,
  - (3) Comply with applicable Buy America laws, and
  - (4) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and
  - (5) Comply with the third party procurement requirements of 49 U.S.C. 5325,
- f. As required by 49 U.S.C. 5307(d)(1)(F), it has complied with or will comply with 49 U.S.C. 5307(c) because it:
  - (1) Has informed or will inform the public of the amounts of its Clean Fuels Grant Program funds available under 49 U.S.C. 5308, and the projects it proposes to undertake,
  - (2) Has developed or will develop, in consultation with interested parties including private transportation providers, the projects proposed to be funded,
  - (3) Has published or will publish a list of its projects in a way that affected citizens, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed projects and its performance,
  - (4) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,
  - (5) Has assured or will assure that the proposed projects provide for coordination of transportation services assisted under 49 U.S.C. 5336 with federally assisted transportation services supported by a Federal government source other than U.S. DOT,
  - (6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects, and
  - (7) Has made or will make the final list of projects available to the public,
- g. As required by 49 U.S.C. 5307(d)(1)(G), it:
  - (1) Has or will have the amount of funds required for the local share,
  - (2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
  - (3) Will provide the local share funds when needed,

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- h. As required by 49 U.S.C. 5307(d)(1)(H), it will comply with:
  - (1) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:
    - (a) Maximize the safe, secure, and efficient mobility of people,
    - (b) Minimize environmental impacts, and
    - (c) Minimize transportation-related fuel consumption and reliance on foreign oil,
  - (2) The requirements of 49 U.S.C. 5301(d) for special efforts to:
    - (a) Design public transportation for elderly individuals and individuals with disabilities, and
    - (b) Provide public transportation for elderly individuals and individuals with disabilities, and
  - (3) The requirements of 49 U.S.C. 5303 – 5306 for:
    - (a) Metropolitan and State Planning, and
    - (b) Private enterprise participation, and
- i. As required by 49 U.S.C. 5307(d)(1)(I), it has a locally developed process to solicit and consider public comment before:
  - (1) Raising a fare, or
  - (2) Implementing a major reduction of public transportation.

### **GROUP 17. ELDERLY INDIVIDUALS AND INDIVIDUALS WITH DISABILITIES FORMULA GRANT PROGRAM AND PILOT PROGRAM**

*You must select the following certifications and assurances in Group 17 if you apply on behalf of your State or State organization as the direct Applicant for Elderly Individuals and Individuals with Disabilities Formula Grant Program funding 49 U.S.C. 5310, and, if qualified, for Elderly Individuals and Individuals with Disabilities Pilot Program funding, subsection 3012(b) of SAFETEA-LU. Only a State or a State organization acting as the Recipient on behalf of a State may be a direct recipient of this funding. Your State or State organization Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project, unless FTA determines otherwise in writing. Consequently, we strongly encourage your State or State organization Applicant to take the appropriate measures including, but not limited to, obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances it has made.*

The following certifications and assurances apply to each State or State organization serving as Applicant for funding and each subrecipient of funding under the Elderly Individuals and Individuals with Disabilities Formula Grant Program authorized under 49 U.S.C. 5310, and the Elderly Individuals and Individuals with Disabilities Pilot Program authorized under subsection 3012(b) of SAFETEA-LU.

- 1. The State or State organization Applicant assures that:
  - a. Each subrecipient is:
    - (1) Recognized under State law as a private nonprofit organization with the legal capability to contract with the State to carry out the proposed project, or
    - (2) A public body that has met the statutory requirements to receive Federal funding authorized for 49 U.S.C. 5310,
  - b. The State or State organization Applicant can conclude from information in a private

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nonprofit subrecipient's application for 49 U.S.C. 5310 funding that:

(1) The transit service provided or offered to be provided by existing public or private transit operators cannot meet the special needs of elderly individuals and individuals with disabilities, because it is:

- (a) Unavailable,
- (b) Insufficient, or
- (c) Inappropriate,

c. As required by 49 U.S.C. 5310(d)(2)(A) and subsection 3012(b)(2) of SAFETEA-LU, the State certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, the project has been or will have been coordinated with private nonprofit providers of services under 49 U.S.C. 5310,

d. As required by 49 U.S.C. 5310(d)(2)(C), the Applicant certifies that allocations to subrecipients 49 U.S.C. 5310 funding or subsection 3012(b) funding will be distributed on a fair and equitable basis, and

e. As required by 49 U.S.C. 5310(d)(2)(B) and subsection 3012(b)(2) of SAFETEA-LU, the Applicant certifies that:

(1) The projects it has selected or will select for funding under that program were derived from a public transit-human services transportation plan that has been:

- (a) Locally developed, and
- (b) Coordinated, and

(2) That locally developed, coordinated plan was produced through a process that included:

- (a) Representatives of public, private, and nonprofit transportation providers,
- (b) Representatives of public, private, and nonprofit human services providers, and
- (c) Participation by the public.

2. As permitted by 49 U.S.C. 5310(d), the Federal Transit Administrator has selected certain requirements of 49 U.S.C. 5307 to be appropriate for the Elderly Individuals and Individuals with Disabilities Formula Grant Program authorized by 49 U.S.C. 5310, and the Elderly Individuals and Individuals with Disabilities Pilot Program authorized by subsection 3012(b) of SAFETEA-LU, 49 U.S.C. 5310 note, of which some require certifications. Therefore, as specified under 49 U.S.C. 5307(d)(1), the State or State organization Applicant certifies that:

a. As required by 49 U.S.C. 5307(d)(1)(A), it and each subrecipient has or will have the:

- (1) Legal capacity to carry out its proposed projects,
- (2) Financial capacity to carry out its proposed projects,
- (3) Technical capacity to carry out its proposed projects,
- (4) Safety aspects of its proposed projects, and
- (5) Security aspects of its proposed projects,

b. As required by 49 U.S.C. 5307(d)(1)(B), it and each subrecipient has or will have satisfactory continuing control over the use of project equipment and facilities,

c. As required by 49 U.S.C. 5307(d)(1)(C), it and each subrecipient will maintain the project equipment and facilities adequately,

d. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement under the Elderly Individuals and Individuals with Disabilities Formula Grant Program authorized by 49 U.S.C. 5310, or the Elderly Individuals and Individuals with Disabilities Pilot Program authorized by subsection 3012(b) of SAFETEA-LU, 49 U.S.C. 5310 note, it and each subrecipient will:

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- (1) Use competitive procurement (as defined or approved by FTA),
  - (2) Not use exclusionary or discriminatory specifications in its procurements,
  - (3) Comply with applicable Buy America laws, and
  - (4) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and
  - (5) Comply with the third party procurement requirements of 49 U.S.C. 5325,
- e. As required by 49 U.S.C. 5307(d)(1)(G), it and each subrecipient:
- (1) Has or will have the amount of funds required for the local share,
    - (a) As required by 49 U.S.C. 5310(c), and
    - (b) Subsections 3012(b)(3) and (4) of SAFETEA-LU, if applicable,
  - (2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
  - (3) Will provide the local share funds when needed, and
- f. As required by 49 U.S.C. 5307(d)(1)(H), it and each subrecipient will comply with:
- (1) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:
    - (a) Maximize the safe, secure, and efficient mobility of people,
    - (b) Minimize environmental impacts, and
    - (c) Minimize transportation-related fuel consumption and reliance on foreign oil,
  - (2) The requirements of 49 U.S.C. 5301(d) for special efforts to:
    - (a) Design public transportation for elderly individuals and individuals with disabilities, and
    - (b) Provide public transportation for elderly individuals and individuals with disabilities, and
  - (3) The requirements of 49 U.S.C. 5303 – 5306 for:
    - (a) Metropolitan and State Planning, and
    - (b) Private enterprise participation.

### **GROUP 18. NONURBANIZED AREA FORMULA PROGRAM FOR STATES**

*You must select the following certifications and assurances in Group 18 if you apply on behalf of your Applicant for Nonurbanized Area Formula Program funding, 49 U.S.C. 5311(b). Your Applicant itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project, unless FTA determines otherwise in writing. Consequently, we strongly encourage your Applicant to take the appropriate measures including, but not limited to, obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances it has made.*

*Only a State or a State organization acting as the Recipient on behalf of a State (State) may be a direct recipient of this Nonurbanized Area Formula Program funding. Separate certifications and assurances have been established in Group 22 for an Indian tribe that is an Applicant for Tribal Transit Program funding, 49 U.S.C. 5311(c)(1).*

The following certifications and assurances apply to each State or State organization serving as the Applicant for funding under the Nonurbanized Area Formula Program authorized under 49 U.S.C. 5311. The Applicant assures that:

1. It has or will have the necessary legal, financial, and managerial capability to:

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- a Apply, receive and disburse 49 U.S.C. 5311(c)(1) funding, and
- b Carry out each project, including the:
  - (1) Safety aspects of its proposed projects, and
  - (2) Security aspects of its proposed projects,
2. It has or will have satisfactory continuing control over the use of project equipment and facilities,
3. The project equipment and facilities will be adequately maintained,
4. As required by 49 U.S.C. 5311(b)(2)(C)(i), its program has provided for a fair distribution of Federal funding authorized for 49 U.S.C. 5311 within the State, including Indian reservations within the State,
5. As required by 49 U.S.C. 5311(b)(2)(C)(ii), its program provides or will provide the maximum feasible coordination of public transportation service to receive funding under 49 U.S.C. 5311 with transportation service assisted by other Federal sources,
6. The projects in its Nonurbanized Area Formula Program are included in:
  - a. The Statewide Transportation Improvement Program, and
  - b. To the extent applicable, a metropolitan Transportation Improvement Program,
7. It has or will have the amount of funds required for the local share, as required by 49 U.S.C. 5311(g), and
  - (2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
  - (3) Will provide the local share funds when needed, and
8. As required by 49 U.S.C. 5311(f), each fiscal year:
  - a. It will spend at least fifteen (15) percent of its 49 U.S.C. 5311 funding available that fiscal year to develop and support intercity bus transportation within the State, with eligible activities including:
    - (1) Planning and marketing for intercity bus transportation,
    - (2) Capital grants for intercity bus shelters,
    - (3) Joint-use stops and depots,
    - (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration projects, and
    - (5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or
  - b. It will provide to the Federal Transit Administrator a certification of the State's chief executive officer that:
    - (1) After consulting with the affected intercity bus service providers about the intercity bus needs of the State,
    - (2) The State's intercity bus service needs are being met adequately.

### **GROUP 19. JOB ACCESS AND REVERSE COMMUTE (JARC) FORMULA GRANT PROGRAM**

*You must select the following certifications and assurances in Group 19 if you apply on behalf of your Applicant for Job Access and Reverse Commute (JARC) Formula Grant funding, 49 U.S.C. 5316. Your Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project, unless FTA determines otherwise in writing. Consequently, we*

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*strongly encourage your Applicant to take the appropriate measures including, but not limited to, obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances it has made.*

The following certifications and assurances apply to each Applicant for and subrecipient of funding under the Job Access and Reverse Commute (JARC) Formula Grant funding authorized under 49 U.S.C. 5316.

1. The Applicant certifies that:

a. As required by 49 U.S.C. 5316(d)(4), it will make awards of JARC funding on a competitive basis following:

(1) An areawide solicitation in cooperation with the appropriate metropolitan planning organization for applications for funding under 5316(c)(1)(A) (*see* 49 U.S.C. 5316(d)(1)), and

(2) A statewide solicitation for applications for JARC funding under 49 U.S.C. 5316(c)(1)(B) or 49 U.S.C. 5316(c)(1)(C), (*see* 49 U.S.C. 5316(d)(2)) and

b. As required by 49 U.S.C. 5316(f)(2), any allocations to subrecipients of funding authorized under 49 U.S.C. 5316 will be distributed on a fair and equitable basis,

c. As required by 49 U.S.C. 5316(g)(3):

(1) The projects it has selected or will select for funding under that program were derived from a public transit-human services transportation plan that has been:

(a) Locally developed, and

(b) Coordinated,

(2) That locally developed, coordinated plan was produced through a process that included:

(a) Representatives of public, private, and nonprofit transportation providers,

(b) Representatives of public, private, and nonprofit human services providers, and

(c) Participation by the public, and

d. As required by 49 U.S.C. 5316(g)(2), before it transfers funds to a project funded under 49 U.S.C. 5336, that project has been or will have been coordinated with private nonprofit providers of services, and

e. As required by 49 U.S.C. 5316(c)(3), before using funds apportioned for projects serving an area other than that for which funding was apportioned under 49 U.S.C. 5316(c)(1)(B) or (C):

(1) The State's chief executive officer, or his or her designee, will have certified that all the JARC program objectives of 49 U.S.C. 5316 are being met in the area from which the funding would be derived,

(2) If the State has a statewide program for meeting the JARC program objectives of 49 U.S.C. 5316, the funds can be used for projects anywhere in the State.

2. Under 49 U.S.C. 5316(f)(1), the requirements of 49 U.S.C. 5307 apply to the JARC Program, authorized under 49 U.S.C. 5316. Therefore, as specified under 49 U.S.C. 5307(d)(1), the Applicant certifies that

a. As required by 49 U.S.C. 5307(d)(1)(A), it and each subrecipient has or will have the:

(1) Legal capacity to carry out its proposed projects,

(2) Financial capacity to carry out its proposed projects,

(3) Technical capacity to carry out its proposed projects,

(4) Safety aspects of its proposed projects, and

(5) Security aspects of its proposed projects,

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b. As required by 49 U.S.C. 5307(d)(1)(B), it and each subrecipient has or will have satisfactory continuing control over the use of project equipment and facilities,

c. As required by 49 U.S.C. 5307(d)(1)(C), it and each subrecipient will maintain the project equipment and facilities adequately,

d. As required by 49 U.S.C. 5307(d)(1)(D), it and each subrecipient will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving project facilities or equipment supported under 49 U.S.C. 5316:

(1) Elderly individuals,

(2) Individuals with disabilities, or

(3) Individuals presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*),

e. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement under the JARC Program, 49 U.S.C. 5316, it will:

(1) Use competitive procurement (as defined or approved by FTA),

(2) Not use exclusionary or discriminatory specifications in its procurements,

(3) Comply with applicable Buy America laws,

(4) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and

(5) Comply with the third party procurement requirements of 49 U.S.C. 5325,

f. As required by 49 U.S.C. 5307(d)(1)(F), it and each subrecipient has complied with or will comply with 49 U.S.C. 5307(c) because it:

(1) Has informed or will inform the public of the amount of its JARC Program funds available under 49 U.S.C. 5316, and the projects it proposes to undertake,

(2) Has developed or will develop, in consultation with interested parties including private transportation providers, the projects proposed to be funded,

(3) Has published or will publish a list of its projects in a way that affected citizens, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed projects and its performance,

(4) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,

(5) Has assured or will assure that the proposed projects provide for coordination of transportation services assisted under 49 U.S.C. 5336 with federally assisted transportation services supported by a Federal government source other than U.S. DOT,

(6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects, and

(7) Has made or will make the final list of projects available to the public,

g. As required by 49 U.S.C. 5307(d)(1)(G), it and each subrecipient:

(1) Has or will have the amount of funds required for the local share,

(2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and

(3) Will provide the local share funds when needed,

h. As required by 49 U.S.C. 5307(d)(1)(H), it and each subrecipient will comply with:

(1) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:

(a) Maximize the safe, secure, and efficient mobility of people,

(b) Minimize environmental impacts, and

(c) Minimize transportation-related fuel consumption and reliance on foreign oil,

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- (2) The requirements of 49 U.S.C. 5301(d) for special efforts to:
  - (a) Design public transportation for elderly individuals and individuals with disabilities, and
  - (b) Provide public transportation for elderly individuals and individuals with disabilities, and
- (3) The requirements of 49 U.S.C. 5303 – 5306 for:
  - (a) Metropolitan and State Planning, and
  - (b) Private enterprise participation, and
- i. As required by 49 U.S.C. 5307(d)(1)(I), it and each subrecipient has a locally developed process to solicit and consider public comment before:
  - (1) Raising a fare, or
  - (2) Implementing a major reduction of public transportation.

### GROUP 20. NEW FREEDOM PROGRAM

*You must select the following certifications and assurances in Group 20 if you apply on behalf of your Applicant for New Freedom Program funding, 49 U.S.C. 5317. Your Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project, unless FTA determines otherwise in writing. Consequently, we strongly encourage your Applicant to take the appropriate measures including, but not limited to, obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances it has made.*

1. The Applicant certifies that:

- a. As required by 49 U.S.C. 5317(d)(4), it will make awards of New Freedom funding on a competitive basis following:
  - (1) An areawide solicitation in cooperation with the appropriate metropolitan planning organization for applications for funding under 5317(c)(1)(A) (*see* 49 U.S.C. 5317(d)(1)), and
  - (2) A statewide solicitation for applications for JARC funding under 49 U.S.C. 5317(c)(1)(B) or 49 U.S.C. 5317(c)(1)(C), (*see* 49 U.S.C. 5317(d)(2)),
- b. As required by 49 U.S.C. 5317(e)(2), any allocations to subrecipients of funding authorized under 49 U.S.C. 5317 will be distributed on a fair and equitable basis,
- c. As required by 49 U.S.C. 5317(f)(3):
  - (1) The projects it has selected or will select for funding under that program were derived from a public transit-human services transportation plan that has been:
    - (a) Locally developed, and
    - (b) Coordinated,
  - (2) That locally developed, coordinated plan was produced through a process that included:
    - (a) Representatives of public, private, and nonprofit transportation providers,
    - (b) Representatives of human services public, private, and nonprofit providers, and
    - (c) Participation by the public, and
- d. As required by 49 U.S.C. 5316(f)(2), before it transfers funds to a project funded under 49 U.S.C. 5336, that project has been or will have been coordinated with private nonprofit providers of services.

## APPENDIX A

2. As permitted by 49 U.S.C. 5317(e)(1), the Federal Transit Administrator has selected certain requirements of 49 U.S.C. 5310 and 49 U.S.C. 5307 to be appropriate for the New Freedom Program, of which some require certifications. Therefore, as specified under 49 U.S.C.

5307(d)(1), the Applicant certifies that:

- a. As required by 49 U.S.C. 5307(d)(1)(A), it and each subrecipient has or will have the:
  - (1) Legal capacity to carry out its proposed projects,
  - (2) Financial capacity to carry out its proposed projects,
  - (3) Technical capacity to carry out its proposed projects,
  - (4) Safety aspects of its proposed projects, and
  - (5) Security aspects of its proposed projects,
- b. As required by 49 U.S.C. 5307(d)(1)(B), it and each subrecipient has or will have satisfactory continuing control over the use of project equipment and facilities,
- c. As required by 49 U.S.C. 5307(d)(1)(C), it and each subrecipient will maintain the project equipment and facilities adequately,
- d. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement under the New Freedom Program authorized by 49 U.S.C. 5317, it and each subrecipient will:
  - (1) Use competitive procurement (as defined or approved by FTA),
  - (2) Not use exclusionary or discriminatory specifications in its procurements,
  - (3) Comply with applicable Buy America laws, and
  - (4) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and
  - (5) Comply with the third party procurement requirements of 49 U.S.C. 5325,
- e. As required by 49 U.S.C. 5307(d)(1)(G), it and each subrecipient:
  - (1) Has or will have the amount of funds required for the local share,
  - (2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
  - (3) Will provide the local share funds when needed, and
- f. As required by 49 U.S.C. 5307(d)(1)(H), it will comply with:
  - (1) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:
    - (a) Maximize the safe, secure, and efficient mobility of people,
    - (b) Minimize environmental impacts, and
    - (c) Minimize transportation-related fuel consumption and reliance on foreign oil,
  - (2) The requirements of 49 U.S.C. 5301(d) for special efforts to:
    - (a) Design public transportation for elderly individuals and individuals with disabilities, and
    - (b) Provide public transportation for elderly individuals and individuals with disabilities, and
  - (3) The requirements of 49 U.S.C. 5303 – 5306 for:
    - (a) Metropolitan and State Planning, and
    - (b) Private enterprise participation.

### **GROUP 21. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM**

*You must select the following certifications and assurances in Group 21 if you apply on behalf of your Applicant for Paul S. Sarbanes Transit in Parks Program (Parks Program) funding, 49 U.S.C. 5320.*

## APPENDIX A

The following certifications apply to each Applicant for funding under the Paul S. Sarbanes Transit in Parks Program (Parks Program) authorized under 49 U.S.C. 5320:

1. As required by 49 U.S.C. 5320(e)(D), the Applicant assures that it will consult with the appropriate Federal land management agency during the planning process.
2. As permitted by 49 U.S.C. 5320(i), the Federal Transit Administrator has selected certain requirements of 49 U.S.C. 5307 to be appropriate for the Parks Program, of which some require certifications. Therefore as specified under 49 U.S.C. 5307(d)(1), the Applicant certifies that:
  - a. As required by 49 U.S.C. 5307(d)(1)(A), it has or will have the:
    - (1) Legal capacity to carry out its proposed projects,
    - (2) Financial capacity to carry out its proposed projects,
    - (3) Technical capacity to carry out its proposed projects,
    - (4) Safety aspects of its proposed projects, and
    - (5) Security aspects of its proposed projects,
  - b. As required by 49 U.S.C. 5307(d)(1)(B), it has or will have satisfactory continuing control over the use of project equipment and facilities,
  - c. As required by 49 U.S.C. 5307(d)(1)(C), it will maintain the project equipment and facilities adequately,
  - d. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement under the Parks Program, 49 U.S.C. 5320, it will:
    - (1) Use competitive procurement (as defined or approved by FTA),
    - (2) Not use exclusionary or discriminatory specifications in its procurements,
    - (3) Comply with applicable Buy America laws, and
    - (4) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and
    - (5) Comply with the third party procurement requirements of 49 U.S.C. 5325,
  - e. As required by 49 U.S.C. 5307(d)(1)(F) and 49 U.S.C. 5320(e)(2)(C), it has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it:
    - (1) Has made available, or will make available, to the public information on the amounts available for the Parks Program, 49 U.S.C. 5320, and the projects it proposes to undertake,
    - (2) Has developed or will develop, in consultation with interested parties including private transportation providers, projects to be financed,
    - (3) Has published or will publish a list of proposed projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant,
    - (4) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,
    - (5) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects, and
    - (6) Has made or will make the final list of projects available to the public,
  - f. As required by 49 U.S.C. 5307(d)(1)(G), it:
    - (1) Has or will have the amount of funds required for the local share,
    - (2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
    - (3) Will provide the local share funds when needed,
  - g. As required by 49 U.S.C. 5307(d)(1)(H), it will comply with:
    - (1) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:

## APPENDIX A

- (a) Maximize the safe, secure, and efficient mobility of people,
- (b) Minimize environmental impacts, and
- (c) Minimize transportation-related fuel consumption and reliance on foreign oil,
- (2) The requirements of 49 U.S.C. 5301(d) for special efforts to:
  - (a) Design public transportation for elderly individuals and individuals with disabilities, and
  - (b) Provide public transportation for elderly individuals with disabilities, and
- (3) The requirements of 49 U.S.C. 5303 – 5306 for:
  - (a) Metropolitan and State Planning, and
  - (b) Private enterprise participation, and
- h. As required by 49 U.S.C. 5307(d)(1)(I), it has a locally developed process to solicit and consider public comment before:
  - (1) Raising a fare, or
  - (2) Implementing a major reduction of public transportation.

### **GROUP 22. TRIBAL TRANSIT PROGRAM**

*You must select the following certifications and assurances in Group 22 if you apply on behalf of your Applicant for Tribal Transit Program funds, 49 U.S.C. 5311(c)(1).*

As permitted by 49 U.S.C. 5311(c)(1) the Federal Transit Administrator has established terms and conditions for direct grants funded under FTA's Tribal Transit Program authorized under 49 U.S.C. 5311(c)(1) for Indian tribal governments. To ensure compliance with those requirements, the Indian tribal government serving as the Applicant certifies and assures that:

1. It has or will have the necessary legal, financial, and managerial capability to:
  - a. Apply, receive and disburse 49 U.S.C. 5311(c)(1) funding, and
  - b. Carry out each project, including the:
    - (1) Safety aspects of its proposed projects, and
    - (2) Security aspects of its proposed projects,
2. It has or will have satisfactory continuing control over the use of project equipment and facilities,
3. The project equipment and facilities will be adequately maintained,
4. Its project will achieve maximum feasible coordination with transportation service assisted by other Federal sources,
5. It will:
  - a. Have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 C.F.R. part 18, specifically 49 CFR 18.36, or
  - b. Inform FTA promptly that its procurement system does not comply with those U.S. DOT regulations, and
6. It will comply with the certifications, assurances, and agreements in:
  - a. Group 08 (Bus Testing),
  - b. Group 09 (Charter Bus Agreement),
  - c. Group 10 (School Transportation Agreement),
  - d. Group 11 (Demand Responsive Service),
  - e. Group 12 (Alcohol Misuse and Prohibited Drug Use), and

## APPENDIX A

- f. Group 14 (National Intelligent Transportation Systems Architecture and Standards).

### GROUP 23. TIFIA PROJECTS

*You must select the following certifications and assurances in Group 23 if you apply on behalf of your Applicant for Transportation Infrastructure Finance and Innovation Act (TIFIA) credit assistance authorized under 23 U.S.C. chapter 6.*

The following certifications apply to each Applicant for funding under the Transportation Infrastructure Finance and Innovation Act (TIFIA) Program authorized under 23 U.S.C. chapter 6:

1. Federal transit law, specifically 49 U.S.C. 5323(o) requires an Applicant for TIFIA credit assistance funded under 23 U.S.C. chapter 6 and its project to comply with 49 U.S.C. 5307. As required by 49 U.S.C. 5307(d)(1), the Applicant certifies that:
  - a. As required by 49 U.S.C. 5307(d)(1)(A), it has or will have the:
    - (1) Legal capacity to carry out its proposed projects,
    - (2) Financial capacity to carry out its proposed projects,
    - (3) Technical capacity to carry out its projects,
    - (4) Safety aspects of its proposed projects, and
    - (5) Security aspects of its proposed projects,
  - b. As required by 49 U.S.C. 5307(d)(1)(B), it has or will have satisfactory continuing control over the use of project equipment and facilities,
  - c. As required by 49 U.S.C. 5307(d)(1)(C), it will maintain the project equipment and facilities adequately,
  - d. As required by 49 U.S.C. 5307(d)(1)(D), it will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving project facilities or equipment supported under 23 U.S.C. chapter 6:
    - (1) Elderly individuals,
    - (2) Individuals with disabilities, or
    - (3) Individuals presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*),
  - e. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement supported with TIFIA funding under 23 U.S.C. chapter 6, it will:
    - (1) Use competitive procurement (as defined or approved by FTA),
    - (2) Not use exclusionary or discriminatory specifications in its procurements,
    - (3) Comply with applicable Buy America laws, and
    - (4) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and
    - (5) Comply with the third party procurement requirements of 49 U.S.C. 5325,
  - f. As required by 49 U.S.C. 5307(d)(1)(F), it has complied or will comply with 49 U.S.C. 5307(c) because it:
    - (1) Has informed or will inform the public of the amounts of its TIFIA credit assistance available under 23 U.S.C. chapter 6, and the projects it proposes to undertake,
    - (2) Has developed or will develop, in consultation with interested parties including private transportation providers, the projects it proposes to fund,
    - (3) Has published or will publish a list of its projects in a way that affected citizens,

## APPENDIX A

private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed projects and its performance,

(4) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,

(5) Has assured or will assure that the proposed projects provide for coordination of transportation services assisted under 49 U.S.C. 5336 with federally assisted transportation services supported by a Federal government source other than U.S. DOT,

(6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects, and

(7) Has made or will make the final list of projects available to the public,

g. As required by 49 U.S.C. 5307(d)(1)(G), it:

(1) Has or will have the amount of funds required for the local share,

(2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and

(3) Will provide the local share funds when needed,

h. As required by 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with:

(1) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:

(a) Maximize the safe, secure, and efficient mobility of people,

(b) Minimize environmental impacts, and

(c) Minimize transportation-related fuel consumption and reliance on foreign oil,

(2) The requirements of 49 U.S.C. 5301(d) for special efforts to:

(a) Design public transportation for elderly individuals and individuals with disabilities, and

(b) Provide public transportation for elderly individuals and individuals with disabilities, and

(3) The requirements of 49 U.S.C. 5303 – 5306

(a) Metropolitan and State Planning, and

(b) Private enterprise participation,

i. As required by 49 U.S.C. 5307(d)(1)(I), it has a locally developed process to solicit and consider public comment before:

(1) Raising a fare, or

(2) Implementing a major reduction of public transportation,

j. As required by 49 U.S.C. 5307(d)(1)(J), if it serves an urbanized area with a population of at least 200,000:

(1) Each fiscal year it will spend at least one (1) percent of its funding attributed to 49 U.S.C. 5307 for public transportation security projects, or

(2) That fiscal year, it will certify that such expenses for transportation security projects are not necessary,

(3) Public transportation security projects include:

(a) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),

(b) Increased camera surveillance of an area in or adjacent to that system,

(c) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and

(d) Any other project intended to increase the security and safety of an existing or planned public transportation, and

## APPENDIX A

k. As required by required by 49 U.S.C. 5307(d)(1)(K), if it serves an urbanized area with a population of at least 200,000:

(1) Each fiscal year, it or all the Recipients of 49 U.S.C. 5307 funding in its urbanized area will spend at least one (1) percent of that funding for transit enhancements, as defined at 49 U.S.C. 5302(a),

(2) It will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year a list of the projects during that Federal fiscal year using those 49 U.S.C. 5307 funds, and

(3) The report of its transit enhancement projects is or will be incorporated by reference and made part of its certifications and assurances.

2. Federal transit law at 49 U.S.C. 5323(o) requires an Applicant for TIFIA credit assistance funded under 23 U.S.C. chapter 6 and its project to comply with 49 U.S.C. 5309. As required by 49 U.S.C. 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), and 5309(i)(2)(C), the Applicant certifies that it will not seek reimbursement for interest and other financing costs incurred in connection with the Project unless:

- a. It is eligible to receive Federal funding for those expenses, and
- b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

### **GROUP 24. DEPOSITS OF FEDERAL FINANCIAL FUNDING TO STATE INFRASTRUCTURE BANKS**

*We request that you select the following certifications and assurances in Group 24 if you apply for 49 U.S.C. chapter 53 funding on behalf of a State Applicant that intends to deposit the funding in a State Infrastructure Bank (SIB). Unless we determine otherwise in writing, the State Applicant itself is ultimately responsible for compliance with its certifications and assurances even though the SIB and a subrecipient may participate in a project financed with our funds deposited in the SIB. Consequently, we encourage the Applicant to take appropriate measures to obtaining sufficient documents from the SIB and each subrecipient, to assure the validity of all certifications and assurances the State Applicant has made.*

The following certifications apply to each Applicant for funding under the State Infrastructure Bank Program authorized under 23 U.S.C. 610. The State organization, serving as the Applicant for funding for its State Infrastructure Bank (SIB) Program, assures the agreement of both its SIB and each recipient of SIB funding (subrecipient) that each public transportation project financed with SIB funds will be administered in accordance with:

1. The applicable Federal laws establishing the various SIB programs since 1995:
  - a. Section 1602 of SAFETEA-LU, now codified in 23 U.S.C. 610, or
  - b. Section 1511 of TEA-21, 23 U.S.C. 181 note, or
  - c. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181,
2. The Cooperative Agreement establishing the State's SIB program between:
  - a. The State Applicant and Federal parties (FHWA, FRA, and FTA), or
  - b. The State Applicant and Federal parties (FHWA and FTA),

## APPENDIX A

3. The Grant Agreement with the State Applicant that provides FTA funding for the SIB, except that any provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:
  - a. Section 1602 of SAFETEA-LU, now codified in 23 U.S.C. 610,
  - b. Section 1511 of TEA-21, 23 U.S.C. 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note, or
  - c. Federal guidance pertaining to the SIB Program,
  - d. The Cooperative Agreement establishing the State's SIB Program, or
  - e. The FTA Grant Agreement,
4. As required by 49 U.S.C. 5323(o), Federal transit laws, specifically 49 U.S.C. 5307 and 49 U.S.C. 5309, apply to any project under 49 U.S.C. chapter 53 that receives SIB support or financing under 23 U.S.C. 610 (or any support from 23 U.S.C. 601 – 608.). Therefore:
  - a. To comply with 49 U.S.C. 5307, specifically 49 U.S.C. 5307(d)(1), the Applicant certifies that:
    - (1) As required by 49 U.S.C. 5307(d)(1)(A), it has or will have the:
      - (a) Legal capacity to carry out its proposed projects,
      - (b) Financial capacity to carry out its proposed projects,
      - (c) Technical capacity to carry out its proposed projects,
      - (d) Safety aspects of its proposed projects, and
      - (e) Security aspects of its proposed projects,
    - (2) As required by 49 U.S.C. 5307(d)(1)(B), it has or will have satisfactory continuing control over the use of project equipment and facilities,
    - (3) As required by 49 U.S.C. 5307(d)(1)(C), it will maintain the project equipment and facilities adequately,
    - (4) As required by 49 U.S.C. 5307(d)(1)(D), it will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving project facilities or equipment supported under 23 U.S.C. chapter 6:
      - (a) Elderly individuals,
      - (b) Individuals with disabilities, or
      - (c) Individuals presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*),
    - (5) As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement supported by the SIB program, 23 U.S.C. 610, it will:
      - (a) Use competitive procurement (as defined or approved by FTA),
      - (b) Not use exclusionary or discriminatory specifications in its procurements,
      - (c) Comply with applicable Buy America laws, and
      - (d) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and
      - (e) Comply with the third party procurement requirements of 49 U.S.C. 5325,
    - (6) As required by 49 U.S.C. 5307(d)(1)(F), it has complied with or will comply 49 U.S.C. 5307(c) because it:
      - (a) Has informed or will inform the public of the amounts of its SIB funding under 23 U.S.C. 610, and the projects it proposes to undertake,
      - (b) Has developed or will develop, in consultation with interested parties including private transportation providers, the projects proposed to be funded,
      - (c) Has published or will publish a list of its projects in a way that affected citizens,

## APPENDIX A

private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed projects and its performance,

(d) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,

(e) Has assured or will assure that the proposed projects provide for coordination of transportation services assisted under 49 U.S.C. 5336 with federally assisted transportation services supported by a Federal government source other than U.S. DOT,

(f) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects, and

(g) Has made or will make the final list of projects available to the public,

(7) As required by 49 U.S.C. 5307(d)(1)(G), it:

(a) Has or will have the amount of funds required for the local share,

(b) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and

(c) Will provide the local share funds when needed,

(8) As required by 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with:

(a) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:

1 Maximize the safe, secure, and efficient mobility of people,

2 Minimize environmental impacts, and

3 Minimize transportation-related fuel consumption and reliance on foreign oil,

(b) The requirements of 49 U.S.C. 5301(d) for special efforts to:

1 Design public transportation for elderly individuals and individuals with disabilities, and

2 Provide public transportation for elderly individuals and individuals with disabilities, and

(c) The requirements of 49 U.S.C. 5303 – 5306 for:

1 Metropolitan and State Planning, and

2 Private enterprise participation,

(9) As required by 49 U.S.C. 5307(d)(1)(I), it has a locally developed process to solicit and consider public comment before:

(a) Raising a fare, or

(b) Implementing a major reduction of public transportation,

(10) As required by 49 U.S.C. 5307(d)(1)(J), if it will be using 49 U.S.C. 5307 funds and it serves an urbanized area with a population of at least 200,000:

(a) Each fiscal year, it will spend at least one (1) percent of its 49 U.S.C. 5307 funding for public transportation security projects, or

(b) That fiscal year, it will certify that such expenses for transportation security projects are not necessary,

(c) Public transportation security projects include:

1 Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),

2 Increased camera surveillance of an area in or adjacent to that system,

3 Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and

4 Any other project intended to increase the security and safety of an existing or planned public transportation project, and

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(11) As required by 49 U.S.C. 5307(d)(1)(K), if it will be using 49 U.S.C. 5307 funds and it serves an urbanized area with a population of at least 200,000:

(a) Each fiscal year, it or all the Recipients of 49 U.S.C. 5307 funding in its urbanized area will spend at least one (1) percent of that funding for transit enhancements, as defined in 49 U.S.C. 5302(a),

(b) It will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year a list of the projects during that Federal fiscal year using those 49 U.S.C. 5307 funds, and

(c) The report of its transit enhancement projects is or will be incorporated by reference and made part of its certifications and assurances.

b. To comply with 49 U.S.C. 5309, specifically 49 U.S.C. 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), and 5309(i)(2)(C), the Applicant certifies that it will not seek reimbursement for interest and other financing costs incurred in connection with the Project unless:

(1) It is eligible to receive Federal funding for those expenses, and

(2) Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

3. Federal guidance that may be issued and amendments thereto, unless FTA has provided written approval of an alternative procedure or course of action.

*Selection and Signature Page(s) follow.*

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**FEDERAL FISCAL YEAR 2012 CERTIFICATIONS AND ASSURANCES FOR  
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

*(Signature page alternative to providing Certifications and Assurances in TEAM-Web)*

**Name of Applicant:** Escambia County, Florida

**The Applicant agrees to comply with applicable provisions of Groups 01 – 24.   X**  
OR

**The Applicant agrees to comply with applicable provisions of the Groups it has selected:**

<b><u>Group</u></b>	<b><u>Description</u></b>	
01.	Assurances Required For Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement Compliance.	_____
04.	Protections for Private Providers of Public Transportation.	_____
05.	Public Hearing.	_____
06.	Acquisition of Rolling Stock for Use in Revenue Service.	_____
07.	Acquisition of Capital Assets by Lease.	_____
08.	Bus Testing.	_____
09.	Charter Service Agreement.	_____
10.	School Transportation Agreement.	_____
11.	Demand Responsive Service.	_____
12.	Alcohol Misuse and Prohibited Drug Use.	_____
13.	Interest and Other Financing Costs.	_____
14.	Intelligent Transportation Systems.	_____
15.	Urbanized Area Formula Program.	_____
16.	Clean Fuels Grant Program.	_____
17.	Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program.	_____
18.	Nonurbanized Area Formula Program for States.	_____
19.	Job Access and Reverse Commute (JARC) Program.	_____
20.	New Freedom Program.	_____
21.	Paul S. Sarbanes Transit in Parks Program.	_____
22.	Tribal Transit Program.	_____
23.	TIFIA Projects	_____
24.	Deposits of Federal Financial Funding to a State Infrastructure Banks.	_____

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**FEDERAL FISCAL YEAR 2012 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE**  
(Required of all Applicants for FTA funding and all FTA Grantees with an active capital or formula project)

AFFIRMATION OF APPLICANT

Name of Applicant: Escambia County, Florida

Name and Relationship of Authorized Representative: Wilson B. Robertson, Chairman

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the certifications and assurances as indicated on the foregoing page applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2012.

FTA intends that the certifications and assurances the Applicant selects on the other side of this document, as representative of the certifications and assurances, should apply, as provided, to each project for which the Applicant seeks now, or may later seek FTA funding during Federal Fiscal Year 2012.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Name Wilson B. Robertson, Chairman  
Authorized Representative of Applicant

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

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

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Escambia County, Florida

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Signature Kristen Hwa, assistant county attorney  
Name Alison Rogers  
Attorney for Applicant

Date: 11/10/11

Each Applicant for FTA funding and each FTA Grantee with an active capital or formula project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1820**

**County Administrator's Report Item #: 12. 3.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 12/08/2011

**Issue:** Reappointment to the Workforce Escarosa Board of Directors

**From:** Marilyn D. Wesley, Department Director

**Organization:** Community Affairs

**CAO Approval:**

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**RECOMMENDATION:**

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

That the Board confirm the reappointment of Annette D'Isa, Assistant Vice President of Call Center Operations, Navy Federal Credit Union, to the Workforce Escarosa Board of Directors as a private sector representative, per the end date of her previous appointment, with the term of appointment to be effective November 6, 2011, through May 31, 2012, with special dispensation requested for this additional and abbreviated term, due to her pending retirement.

**BACKGROUND:**

The Board of Directors for Workforce Escarosa, Inc. serves as the local governing board for workforce development and job training activities as approved by Workforce Florida, Inc. and the Agency for Workforce Innovation (AWI). Federal and state legislation that govern the board activities require specific membership from various community sectors where the governing boards are located. This board serves the demographic area of Region One, comprised of Escambia and Santa Rosa counties. All appointments must conform to the requirements of the law, and have final approval from the local governing entity of each county – which, for Escambia County, is the Board of County Commissioners.

Annette D'Isa has actively served 2 three-year terms, which expired on November 5, 2011. Ms. D'Isa is currently the Secretary/Treasurer of the Workforce Escarosa Board of Directors and she also chairs the Finance Committee. She is scheduled to retire in June 2012, and will be actively seeking to identify a replacement from her organization.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Appointments to this Board of Directors are made in accordance with state and federal legislation.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

All Escambia County appointments to this Board of Directors must have approval from the Escambia County Board of County Commissioners.

**IMPLEMENTATION/COORDINATION:**

Upon approval by the Board, this appointment shall become effective for the expressed dates. The Department of Community Affairs has coordinated with Workforce Escarosa on this appointment.

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**Attachments**

**Recommendation Letter and Resume for Annette D'Isa**



**MEMORANDUM**

**TO:** Marilyn Wesley  
Escambia county Board of County Commissioners

**FROM:** Susan Nelms   
Executive Director

**DATE:** November 16, 2011

**RE:** Workforce Escarosa, Inc. Board of Directors Membership

The board membership term for Annette D'Isa expired on November 5, 2011. Ms. D'Isa has been contacted and wishes to have her name resubmitted for continued membership on the Workforce Escarosa Board of Directors. Therefore, on her behalf, I am requesting that Ms. D'Isa's name be resubmitted to the Escambia County Board of County Commissioners for reappointment to the Board. Ms. D'Isa is the Assistant Vice President-Call Center Operations for Navy Federal Credit Union, a major employer for our area. Workforce Escarosa is very interested in continuing representation of this employer on our Board.

This individual is an excellent Board member who has taken an active role in making decisions regarding issues brought before the Board. She is currently the Secretary/Treasurer of the Board and chairs the Finance Committee. Her knowledge and understanding of the federal funding Escarosa receives is difficult to replace.

If you need additional information or have any questions regarding the above, please contact me at 473-0939.

Thank you for your assistance with the above.

/js

Regional Workforce Board  
9111 Sturdevant Street  
Pensacola, FL 32514  
Phone: (850) 473-0939  
Fax: (850) 473-0935

Pensacola Center  
3670-A North "L" Street  
Pensacola, FL 32505-5217  
Phone: (850) 607-8700  
Fax: (850) 607-8849

Milton Center  
5725 Highway 90  
Milton, FL 32583  
Phone: (850) 983-5325  
Fax: (850) 983-5330

Century Center  
8120 N. Century Blvd.  
Century, FL 32535  
Phone: (850) 256-6259  
Fax: (850) 256-6266

[www.workforceescarosa.com](http://www.workforceescarosa.com)

# ANNETTE D'ISA

## OBJECTIVE

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To reinstate board position at Workforce Escarosa

## EXPERIENCE

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1965-1969	Ohio State School System	Ohio.
	<i>Kindergarten and First grade</i>	
1969-1970	California State School System	California.
	<i>Kindergarten and First grade</i>	
1969-1971	Corona County School	Corona, CA
	<i>First and Second grade split in Special Education</i>	
1971-1973	Hertz Rent-A-Car	Vienna, VA
	<i>First and Second grade split in Special Education</i>	
1973-1974	Warren Manufacturing and Sales Company	Warren, OH
	<i>Bookkeeper</i>	
1974-1976	Van Wye Realty and Construction Company	Warren, OH
	<i>Sales Representative for new home construction</i>	
1976-1978	Tri County Datsun	Youngstown, OH
	<i>Finance Manager</i>	
1978-2003	Navy Federal Credit Union	Vienna, VA
	<i>Telephone Interviewing Branch</i>	
	▪ Clerk, Supervisor, Trainer, Assistant Manager, Manager	
2003-Present	Navy Federal Credit Union	Pensacola, FL
	<i>Contact Center Operations (multiple call centers)</i>	
	▪ Assistant Vice President, President	

## EDUCATION

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1964	Ohio State University	Ohio.
	▪ B.S., Education	

## INTERESTS

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Event Planning, Canine Rescue, Arts and Crafts and Interior Design

# WORKFORCE ESCAROSA, INC. BOARD MEMBERSHIP PROFILE - PRIVATE SECTOR

TYPE OF BUSINESS (Check all that apply):  Small Business (less than 500 employees)  
 Minority Owned

Name: Annette Marie D'Isa  
 Title: Assistant Vice President Call Center Operations  
 Business: Mary Federal Credit Union  
 Address: 9071 Security Place Phone No.: 850-912-0001  
Pensacola, Florida 32524 FAX No.: 850-912-0095

### MEMBERSHIP DEMOGRAPHICS (for reporting purposes)

<b>GENDER:</b> <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	<b>RACE:</b> <input type="checkbox"/> Black <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input checked="" type="checkbox"/> White <input type="checkbox"/> Ameri. Indian <input type="checkbox"/> Other	<b>VETERAN:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>AGE:</b> <input type="checkbox"/> < 55 <input checked="" type="checkbox"/> 55 OR >	<b>DISABLED:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	--	---	---	--

Community Organization Memberships  
Ohio Teachers Association - when I  
was teaching several years ago

Board Memberships  
None

Briefly state why you would like to become involved in the Workforce Escarosa, Inc. Board.  
Mary Federal came to Pensacola to develop  
a relationship with the residents of the area.  
We worked closely and after a few years we  
started the partnership. It has been very effective.  
I would like to be helpful in any way I can.

Does your company currently provide any service or products to Workforce Escarosa, Inc.?  
 Yes  No  - you folks helped us get started  
in 2003 (hiring plan)

Please return this form along with your resume to:  
 Mike Frey Phone No.: 438-4081  
 Pensacola Area Chamber of Commerce FAX No.: 438-6369  
 P.O. Box 550  
 Pensacola, FL 32593-0050



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1801**

**County Administrator's Report Item #: 12. 4.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 12/08/2011

**Issue:** Conveyance of a Utility Easement to Deerfield Estates Homeowners' Association, Inc.

**From:** Joy D. Blackmon, P.E.

**Organization:** Public Works

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Conveyance of a Utility Easement to Deerfield Estates Homeowners' Association, Inc. - Joy D. Blackmon, P. E., Public Works Department Director

That the Board take the following action concerning the conveyance of a Utility Easement (approximately 25 feet x 29 feet = 725 square feet or 0.02 acres) on County-owned property located in Deerfield Estates Subdivision to Deerfield Estates Homeowners' Association, Inc.:

A. Approve granting a Utility Easement (approximately 25 feet x 29 feet = 725 square feet or 0.02 acres) on County-owned property located in the Deerfield Estates Subdivision to Deerfield Estates Homeowners' Association, Inc.; and

B. Authorize the Chairman or Vice Chairman to sign the necessary document granting a Utility Easement to Deerfield Estates Homeowners' Association, Inc.

Escambia County owns a parcel of property located off Erika Court in Deerfield Estates Subdivision. The County parcel is being utilized as a retention pond as shown on the plat of Deerfield Estates as recorded in Plat Book 16, at Page 36, of the Public Records of Escambia County, Florida. The County retention pond parcel also has a sanitary sewer lift station located within the boundaries of the parcel. During the development of the subdivision, the lift station was constructed without having a dedicated or deeded easement. The lift station and sewer system in Deerfield Estates, privately owned and maintained by the Homeowners' Association, was apparently not constructed to Emerald Coast Utilities Authority (ECUA) standards, nor accepted as an extension of ECUA's system. The Homeowners' Association has contracted with an engineering firm to perform upgrades to the lift station and system, at which time the Association realized that there was no Easement or separate parcel for the lift station. To facilitate their planned upgrades, the Homeowners' Association is requesting that the County convey a Utility Easement to them. Staff has reviewed this request and determined that the conveyance of this Easement will not adversely affect the County or the public's use of the property.

**BACKGROUND:**

Escambia County owns a parcel of property located off Erika Court in Deerfield Estates Subdivision. The County parcel is being utilized as a retention pond as shown on the plat of Deerfield Estates as recorded in Plat Book 16 at Page 36 of the public records of Escambia County, Florida. The County retention pond parcel also has a sanitary sewer lift station located within the boundaries of the parcel. During the development of the subdivision, the lift station was constructed without having a dedicated or deeded easement. The lift station and sewer system in Deerfield Estates, privately owned and maintained by the Homeowners' Association, was apparently not constructed to ECUA standards, nor accepted as an extension of ECUA's system. The Homeowners' Association has contracted with an engineering firm to perform upgrades to the lift station and system, at which time the Association realized that there was no easement or separate parcel for the lift station. To facilitate their planned upgrades, the Homeowners' Association is requesting that the County convey a utility easement to them. Staff has reviewed this request and determined that the conveyance of this easement will not adversely affect the County or the public's use of the property.

**BUDGETARY IMPACT:**

All cost associated with the recording of documents will be borne by Deerfield Estates Homeowners' Association.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Utility Easement was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on November 10, 2011.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Upon Board approval and subsequent execution of the document by the Chairman, staff will transfer the document to Kerry Anne Schultz, agent for Deerfield Estates Homeowners' Association, Inc., for recording in the public records of Escambia County, Florida.

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**Attachments**

Easement

Plat

Map

This document was prepared by:  
Judy Cantrell  
Escambia County Public Works Department  
3363 W. Park Place  
Pensacola, Florida 32505

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**UTILITY EASEMENT**

THIS UTILITY EASEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2011, by Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantor), and Deerfield Estates Homeowners' Association, Inc., a Florida non-profit corporation, whose address is P. O. Box 37482, Pensacola, FL 32526 (Grantee).

**WITNESSETH:**

WHEREAS, Grantee proposes to make improvements and upgrades to an existing wastewater lift station facility and related pipes and structures in Escambia County, Florida; and

WHEREAS, Grantor is the owner of real property over, across, and upon which Grantee proposes to make improvements and upgrades to an existing wastewater lift station facility and related pipes and structures in Escambia County;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, Grantor does hereby grant, bargain, convey, transfer, and deliver to Grantee, a permanent utility easement over the real property described below for the purposes of making improvements and upgrades to an existing wastewater lift station and related pipes and structures, together with the right of ingress and egress over and across the easement area and the right to excavate, construct and maintain the lift station facility and related pipes and structures:

See attached Exhibit A

Grantor also does hereby grant, bargain, convey, transfer, and deliver to Grantee the right to clear, keep clear, and remove from the easement area, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the easement area or any structures installed thereon by Grantee. Grantor, its successors and assigns, agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the easement area that may interfere with the location, excavation, operation or maintenance of the lift station facility and related pipes and structures. Easily removable improvements, such as fences, may be constructed with the prior written consent of Grantee.

By its acceptance of this easement, Grantee agrees to maintain the easement area in a safe, neat and orderly condition, and further agrees, to the extent, if any, permitted by law, and subject to the monetary limits established by Section 768.28, Florida Statutes (2011), to hold harmless, indemnify, defend, and pay on behalf of Grantor, any claims or liability which may be asserted against Grantor resulting from or arising out of the exercise by Grantee of the rights granted to it by this instrument.

IN WITNESS WHEREOF, Grantor has set its hand and seal on the date first above written.

Signed, sealed and delivered  
in the presence of:

**GRANTOR:**

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

---

Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

---

Deputy Clerk

This document approved as to form  
and legal sufficiency.

By *[Signature]*  
Title Asst. County Attorney  
Date Nov. 10, 2011

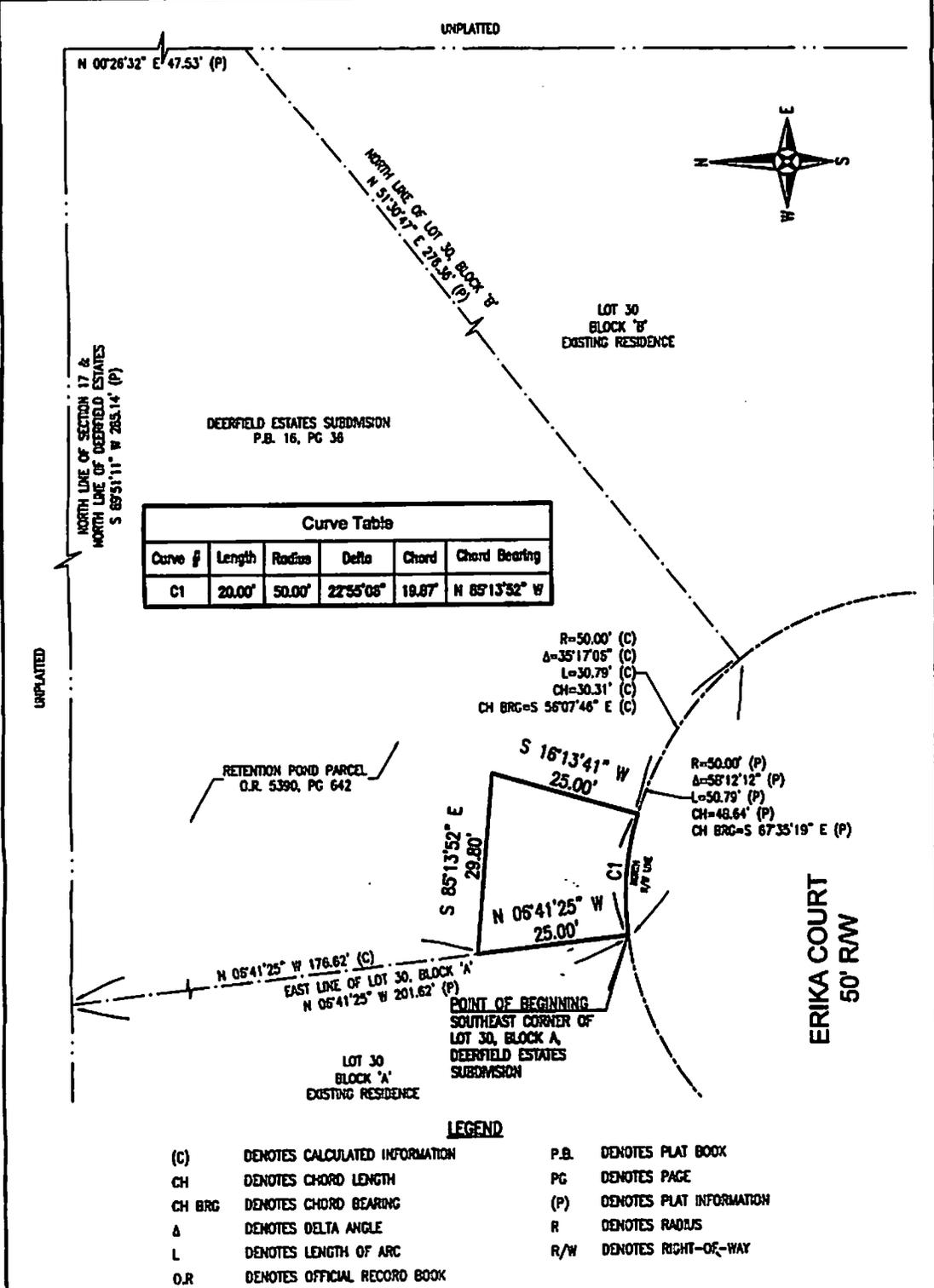
EXHIBIT "A"

**RBA**  
**REBOL-BATTLE & ASSOCIATES**  
 Civil Engineers and Surveyors  
 2201 N. Ninth Avenue, Suite 300  
 Pensacola, Florida 32503  
 Telephone 930.432.0400 Fax 930.432.0440  
 E.O. 00009637 LB 7813

**SPECIFIC PURPOSE SURVEY**

PREPARED FOR: FRANKLIN SCHULTZ & ASSOCIATES  
 REQUESTED BY: MS. KERRY-BOBE SCHULTZ

PROJECT:	2013.029
FIELD SURVEY GRID:	N/A
SECTION:	17
TOWNSHIP:	1 SOUTH
RANGE:	31 WEST
COUNTY:	ESCHANGA



**LEGEND**

- |        |                                |      |                          |
|--------|--------------------------------|------|--------------------------|
| (C)    | DENOTES CALCULATED INFORMATION | P.B. | DENOTES PLAT BOOK        |
| CH     | DENOTES CHORD LENGTH           | PG   | DENOTES PAGE             |
| CH BRC | DENOTES CHORD BEARING          | (P)  | DENOTES PLAT INFORMATION |
| Δ      | DENOTES DELTA ANGLE            | R    | DENOTES RADIUS           |
| L      | DENOTES LENGTH OF ARC          | R/W  | DENOTES RIGHT-OF-WAY     |
| O.R.   | DENOTES OFFICIAL RECORD BOOK   |      |                          |

SEE SHEET 2 OF 2 FOR DESCRIPTION & NOTES

REVISIONS			
NO.	BY	DESCRIPTION	DATE

The survey shown herein was prepared in compliance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 17 Florida Administrative Code pursuant to Sections 472.003 Florida Statutes for the State of Florida.

*[Signature]*  
 MARK A. HUBBS  
 PROFESSIONAL SURVEYOR AND MAPPER  
 LICENSE NO. 6211

9/14/11

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEALED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CHECKED BY:	MAN
SCALE:	1" = 20'
P.B. 11-01	PAGE 11-12
DRAWN BY:	CRD
SHEET:	1 OF 2



**REBOL-BATTLE & ASSOCIATES**

Civil Engineers and Surveyors  
2301 N. Ninth Avenue, Suite 300  
Pensacola, Florida 32503  
Telephone 850.433.0400 Fax 850.433.0448  
EB 00009837 LB 7010

**SPECIFIC PURPOSE SURVEY**

PREPARED FOR: FOUNTAIN, SCHULTZ & ASSOCIATES

REQUESTED BY: \_\_\_\_\_

MS. KERRY-ANNE SCHULTZ

PROJECT:	2010.089
FIELD SURVEY DATE:	N/A
SECTION:	17
TOWNSHIP:	1 SOUTH
RANGE:	31 WEST
COUNTY:	ESCAMBA

**DESCRIPTION:**

(AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

**LIFT STATION PARCEL**

BEGINNING AT THE SOUTHEAST CORNER OF LOT 30, BLOCK A, DEERFIELD ESTATES SUBDIVISION, A SUBDIVISION OF A PORTION OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK (P.B.) 16, PAGE (PG.) 36, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE PROCEED NORTH 06 DEGREES 41 MINUTES 25 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 30 FOR A DISTANCE OF 25.00 FEET; THENCE DEPARTING SAID EAST LINE PROCEED SOUTH 85 DEGREES 13 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 29.80 FEET; THENCE PROCEED SOUTH 16 DEGREES 13 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 25.00' TO THE NORTH RIGHT OF WAY LINE OF ERIKA COURT (50.0' RIGHT OF WAY), SAID POINT BEING ON A CURVE CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 50.00 FEET, DELTA ANGLE 22 DEGREES 55 MINUTES 06 SECONDS, CHORD BEARING NORTH 85 DEGREES 13 MINUTES 52 SECONDS WEST, CHORD DISTANCE 19.87 FEET, THENCE PROCEED NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.014 ACRES OR 609.8 SQUARE FEET MORE OR LESS.

**GENERAL NOTES:**

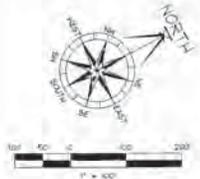
1. THIS IS A SPECIFIC PURPOSE SURVEY FOR THE PURPOSE OF PROVIDING A DESCRIPTION OF A NEW PARCEL FOR UTILITY PURPOSES.
2. NORTH AND THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO THE RECORD PLAT OF DEERFIELD ESTATES AS RECORDED IN PLAT BOOK 16, AT PAGE 36, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA SHOWING A BEARING OF NORTH 00 DEGREES 22 MINUTES 13 SECONDS EAST ALONG THE WEST RIGHT-OF-WAY LINE OF ERIKA COURT, ADJACENT DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
3. THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
4. NO TITLE SEARCH, TITLE OPINION OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
5. VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON.
6. VISIBLE UTILITIES ARE AS SHOWN HEREON.
7. VISIBLE ENCROACHMENTS ARE AS SHOWN HEREON.
8. THIS IS A NEW PARCEL SURVEYED PER THE CLIENTS REQUEST. THE PARENT TRACT DESCRIPTION IS RECORDED AT OFFICIAL RECORD BOOK 5390 AT PAGE 642 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
9. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.

CHECKED BY:	MMW
SCALE:	1" = 20'
P.L. 11-01	PLAC 11-12
DRAWN BY:	CRD
SHEET:	2 OF 2

Approximate Location Requested Utility Easement

# Deerfield Estates

A SUBDIVISION OF A PORTION OF  
SECTION 17, TOWNSHIP 1 SOUTH, RANGE 31 WEST  
ESCAMBIA COUNTY, FLORIDA  
JULY 1998  
ZONED RR, FUTURE LAND USE MU-1



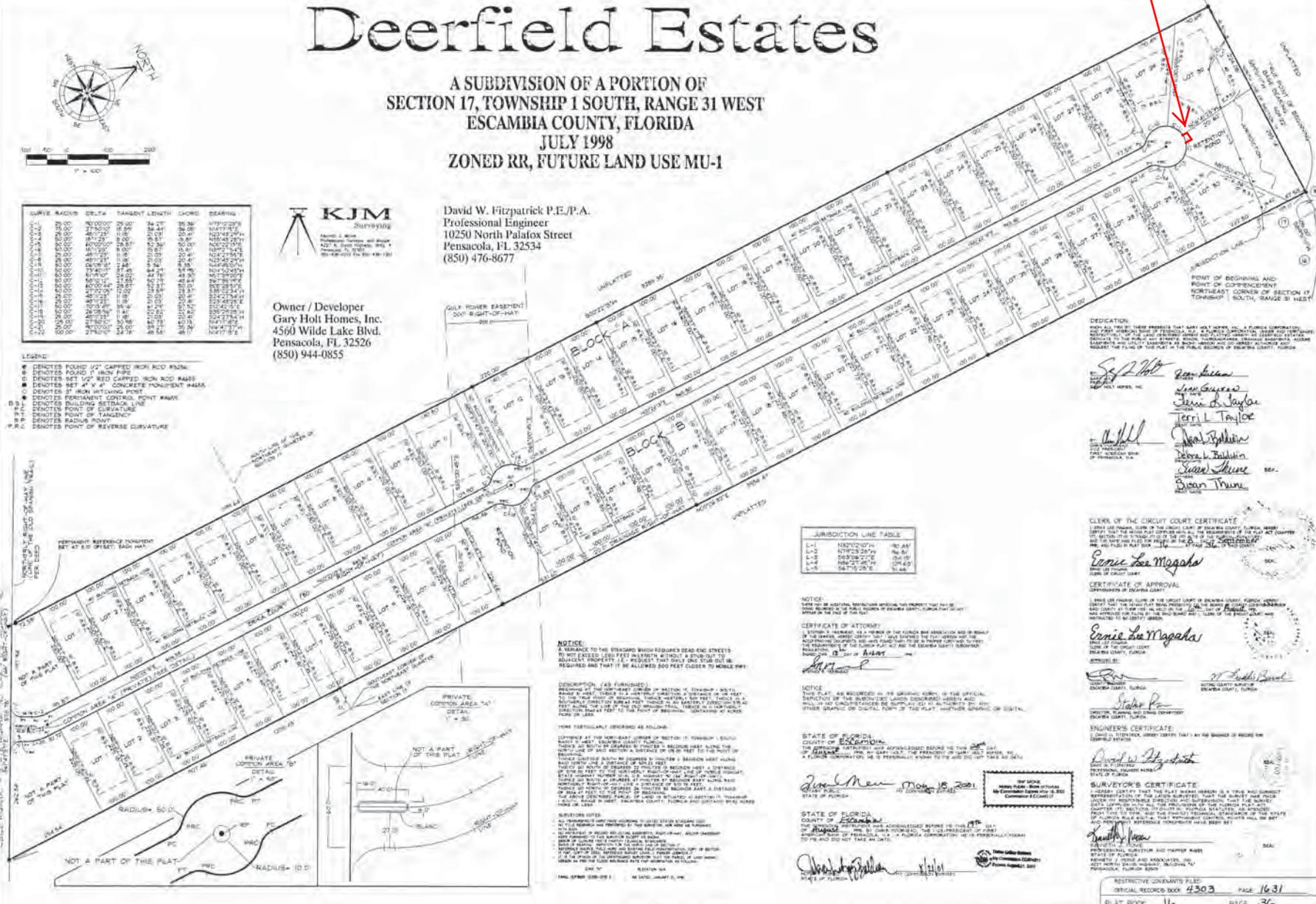
CURVE	RADIUS	DELTA	TANGENT LENGTH	CHORD	BEARING
1	100.00	180.00	173.21	100.00	N180°00'00" E
2	100.00	180.00	173.21	100.00	S180°00'00" W
3	100.00	180.00	173.21	100.00	S00°00'00" W
4	100.00	180.00	173.21	100.00	N00°00'00" E
5	100.00	180.00	173.21	100.00	N180°00'00" E
6	100.00	180.00	173.21	100.00	S180°00'00" W
7	100.00	180.00	173.21	100.00	S00°00'00" W
8	100.00	180.00	173.21	100.00	N00°00'00" E
9	100.00	180.00	173.21	100.00	N180°00'00" E
10	100.00	180.00	173.21	100.00	S180°00'00" W
11	100.00	180.00	173.21	100.00	S00°00'00" W
12	100.00	180.00	173.21	100.00	N00°00'00" E
13	100.00	180.00	173.21	100.00	N180°00'00" E
14	100.00	180.00	173.21	100.00	S180°00'00" W
15	100.00	180.00	173.21	100.00	S00°00'00" W
16	100.00	180.00	173.21	100.00	N00°00'00" E
17	100.00	180.00	173.21	100.00	N180°00'00" E
18	100.00	180.00	173.21	100.00	S180°00'00" W
19	100.00	180.00	173.21	100.00	S00°00'00" W
20	100.00	180.00	173.21	100.00	N00°00'00" E
21	100.00	180.00	173.21	100.00	N180°00'00" E
22	100.00	180.00	173.21	100.00	S180°00'00" W
23	100.00	180.00	173.21	100.00	S00°00'00" W
24	100.00	180.00	173.21	100.00	N00°00'00" E
25	100.00	180.00	173.21	100.00	N180°00'00" E
26	100.00	180.00	173.21	100.00	S180°00'00" W
27	100.00	180.00	173.21	100.00	S00°00'00" W
28	100.00	180.00	173.21	100.00	N00°00'00" E
29	100.00	180.00	173.21	100.00	N180°00'00" E
30	100.00	180.00	173.21	100.00	S180°00'00" W
31	100.00	180.00	173.21	100.00	S00°00'00" W
32	100.00	180.00	173.21	100.00	N00°00'00" E
33	100.00	180.00	173.21	100.00	N180°00'00" E
34	100.00	180.00	173.21	100.00	S180°00'00" W
35	100.00	180.00	173.21	100.00	S00°00'00" W
36	100.00	180.00	173.21	100.00	N00°00'00" E
37	100.00	180.00	173.21	100.00	N180°00'00" E
38	100.00	180.00	173.21	100.00	S180°00'00" W
39	100.00	180.00	173.21	100.00	S00°00'00" W
40	100.00	180.00	173.21	100.00	N00°00'00" E
41	100.00	180.00	173.21	100.00	N180°00'00" E
42	100.00	180.00	173.21	100.00	S180°00'00" W
43	100.00	180.00	173.21	100.00	S00°00'00" W
44	100.00	180.00	173.21	100.00	N00°00'00" E
45	100.00	180.00	173.21	100.00	N180°00'00" E
46	100.00	180.00	173.21	100.00	S180°00'00" W
47	100.00	180.00	173.21	100.00	S00°00'00" W
48	100.00	180.00	173.21	100.00	N00°00'00" E
49	100.00	180.00	173.21	100.00	N180°00'00" E
50	100.00	180.00	173.21	100.00	S180°00'00" W
51	100.00	180.00	173.21	100.00	S00°00'00" W
52	100.00	180.00	173.21	100.00	N00°00'00" E
53	100.00	180.00	173.21	100.00	N180°00'00" E
54	100.00	180.00	173.21	100.00	S180°00'00" W
55	100.00	180.00	173.21	100.00	S00°00'00" W
56	100.00	180.00	173.21	100.00	N00°00'00" E
57	100.00	180.00	173.21	100.00	N180°00'00" E
58	100.00	180.00	173.21	100.00	S180°00'00" W
59	100.00	180.00	173.21	100.00	S00°00'00" W
60	100.00	180.00	173.21	100.00	N00°00'00" E
61	100.00	180.00	173.21	100.00	N180°00'00" E
62	100.00	180.00	173.21	100.00	S180°00'00" W
63	100.00	180.00	173.21	100.00	S00°00'00" W
64	100.00	180.00	173.21	100.00	N00°00'00" E
65	100.00	180.00	173.21	100.00	N180°00'00" E
66	100.00	180.00	173.21	100.00	S180°00'00" W
67	100.00	180.00	173.21	100.00	S00°00'00" W
68	100.00	180.00	173.21	100.00	N00°00'00" E
69	100.00	180.00	173.21	100.00	N180°00'00" E
70	100.00	180.00	173.21	100.00	S180°00'00" W
71	100.00	180.00	173.21	100.00	S00°00'00" W
72	100.00	180.00	173.21	100.00	N00°00'00" E
73	100.00	180.00	173.21	100.00	N180°00'00" E
74	100.00	180.00	173.21	100.00	S180°00'00" W
75	100.00	180.00	173.21	100.00	S00°00'00" W
76	100.00	180.00	173.21	100.00	N00°00'00" E
77	100.00	180.00	173.21	100.00	N180°00'00" E
78	100.00	180.00	173.21	100.00	S180°00'00" W
79	100.00	180.00	173.21	100.00	S00°00'00" W
80	100.00	180.00	173.21	100.00	N00°00'00" E
81	100.00	180.00	173.21	100.00	N180°00'00" E
82	100.00	180.00	173.21	100.00	S180°00'00" W
83	100.00	180.00	173.21	100.00	S00°00'00" W
84	100.00	180.00	173.21	100.00	N00°00'00" E
85	100.00	180.00	173.21	100.00	N180°00'00" E
86	100.00	180.00	173.21	100.00	S180°00'00" W
87	100.00	180.00	173.21	100.00	S00°00'00" W
88	100.00	180.00	173.21	100.00	N00°00'00" E
89	100.00	180.00	173.21	100.00	N180°00'00" E
90	100.00	180.00	173.21	100.00	S180°00'00" W
91	100.00	180.00	173.21	100.00	S00°00'00" W
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95	100.00	180.00	173.21	100.00	S00°00'00" W
96	100.00	180.00	173.21	100.00	N00°00'00" E
97	100.00	180.00	173.21	100.00	N180°00'00" E
98	100.00	180.00	173.21	100.00	S180°00'00" W
99	100.00	180.00	173.21	100.00	S00°00'00" W
100	100.00	180.00	173.21	100.00	N00°00'00" E



David W. Fitzpatrick P.E./P.A.  
Professional Engineer  
10250 North Palatka Street  
Pensacola, FL 32534  
(850) 476-8677

Owner / Developer  
Gary Holt Homes, Inc.  
4560 Wilde Lake Blvd.  
Pensacola, FL 32526  
(850) 944-0855

- LEGEND:
- DENOTES FOUND 1/2" CAPPED IRON ROD MARK
  - DENOTES FOUND 1" IRON PIPE
  - DENOTES SET 1/2" RED CAPPED IRON ROD MARKS
  - DENOTES SET 4" V. CONCRETE FOUNDATION MARKS
  - DENOTES SET IRON WELDING POST
  - DENOTES PERMANENT CONTROL POINT MARK
  - DENOTES BUILDING SETBACK LINE
  - DENOTES CURVE START LINE
  - DENOTES POINT OF TANGENCY
  - DENOTES BENCH POINT
  - DENOTES POINT OF REVERSE CURVATURE



POINT OF BEGINNING AND POINT OF CORNERMENT: NORTHEAST CORNER OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 31 WEST

DEDICATION: THE UNDERSIGNED HEREBY DEDICATES TO THE PUBLIC THE FOLLOWING DESCRIBED EASEMENT FOR THE USE OF THE PUBLIC IN THE STATE OF FLORIDA TO BE KNOWN AS THE 'GULF POWER EASEMENT'...

*Signature: Gary Holt*  
GARY HOLT, INC.

*Signature: David W. Fitzpatrick*  
DAVID W. FITZPATRICK, P.E./P.A.

*Signature: John A. Taylor*  
JOHN A. TAYLOR, CLERK OF COURT

*Signature: Terri L. Taylor*  
TERRI L. TAYLOR, CLERK OF COURT

*Signature: David W. Fitzpatrick*  
DAVID W. FITZPATRICK, P.E./P.A.

*Signature: John A. Taylor*  
JOHN A. TAYLOR, CLERK OF COURT

*Signature: Terri L. Taylor*  
TERRI L. TAYLOR, CLERK OF COURT

*Signature: Gary Holt*  
GARY HOLT, INC.

JURISDICTION LINE TABLE

L-1	182°20'00" N	90.00'
L-2	179°23'20" W	90.00'
L-3	182°20'00" S	90.00'
L-4	182°20'00" E	90.00'

NOTICE: A WARNING TO THE STRADDLERS WHICH REQUIRES DEAD END STREETS TO NOT EXCEED 100 FEET IN WIDTH. A 100' STRIP TO BE ADJACENT PROPERTY (I.E. PROPERTY THAT ONLY ONE SIDE WILL BE REQUIRED AND THAT IT IS ALLOWED 500 FEET CLOSER TO MONITOR R/W).

DESCRIPTION (AS FURNISHED): CORNER OF THE GULF POWER EASEMENT BEING THE POINT OF BEGINNING OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. BEING THE POINT OF BEGINNING OF THE GULF POWER EASEMENT BEING THE POINT OF BEGINNING OF THE GULF POWER EASEMENT BEING THE POINT OF BEGINNING OF THE GULF POWER EASEMENT...

NOTICE: THIS PLAT AS RECORDED IN THE PUBLIC RECORDS OF THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, IS SUBJECT TO THE FOLLOWING CONDITIONS: ALL RIGHTS RESERVED BY THE STATE OF FLORIDA AND THE COUNTY OF ESCAMBIA, FLORIDA. ALL RIGHTS RESERVED BY THE STATE OF FLORIDA AND THE COUNTY OF ESCAMBIA, FLORIDA. ALL RIGHTS RESERVED BY THE STATE OF FLORIDA AND THE COUNTY OF ESCAMBIA, FLORIDA.

STATE OF FLORIDA  
COUNTY OF ESCAMBIA  
I, *John A. Taylor*, Clerk of Court, do hereby certify that the foregoing plat is a true and correct copy of the original as filed in my office on *July 16, 2001*.

STATE OF FLORIDA  
COUNTY OF ESCAMBIA  
I, *David W. Fitzpatrick*, Professional Engineer, do hereby certify that the foregoing plat is a true and correct copy of the original as filed in my office on *July 16, 2001*.

CLERK OF THE CIRCUIT COURT CERTIFICATE: I, *John A. Taylor*, Clerk of Court, do hereby certify that the foregoing plat is a true and correct copy of the original as filed in my office on *July 16, 2001*.

CERTIFICATE OF APPROVAL: I, *John A. Taylor*, Clerk of Court, do hereby certify that the foregoing plat is a true and correct copy of the original as filed in my office on *July 16, 2001*.

ENGINEER'S CERTIFICATE: I, *David W. Fitzpatrick*, Professional Engineer, do hereby certify that the foregoing plat is a true and correct copy of the original as filed in my office on *July 16, 2001*.

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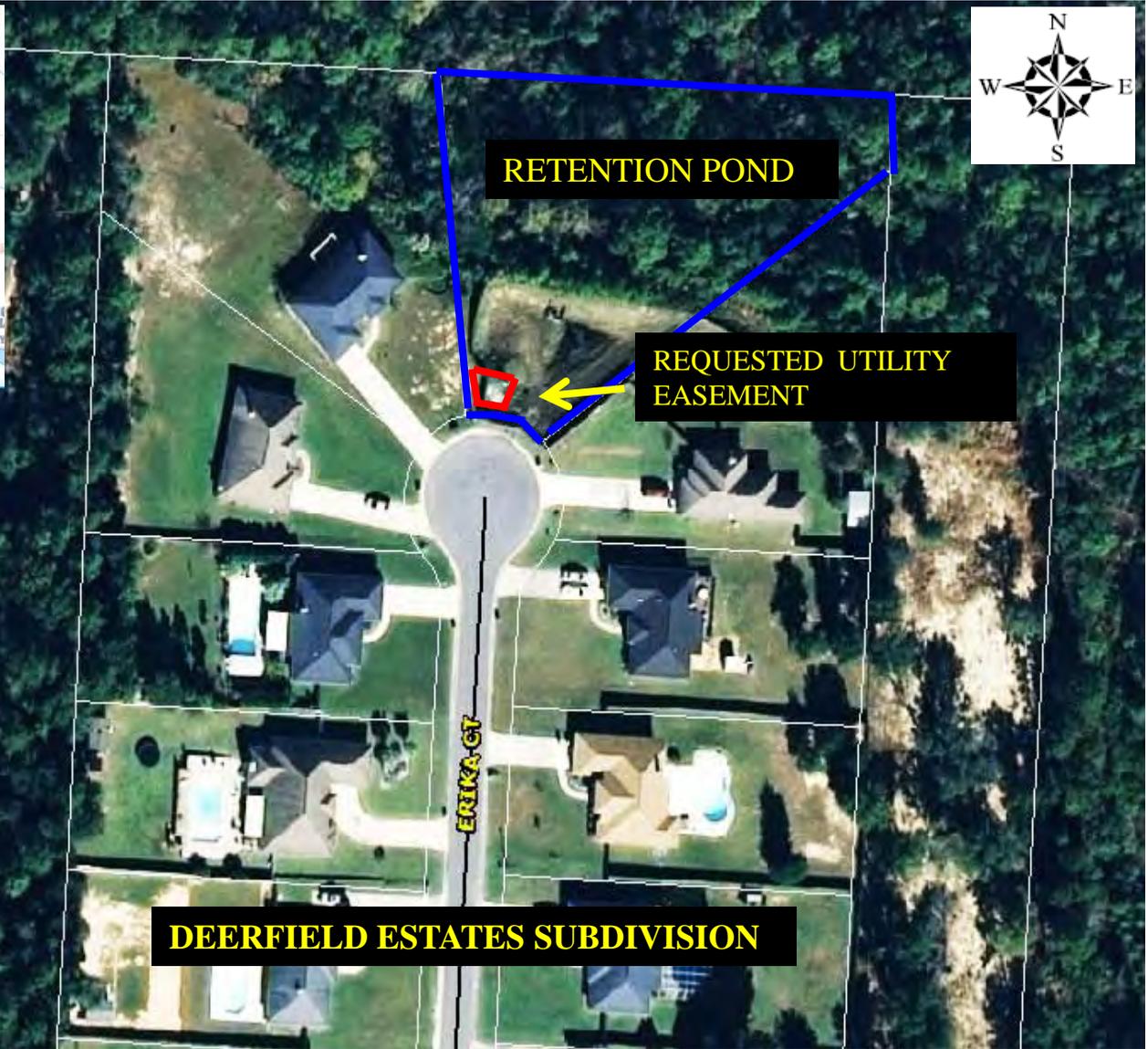
RESTRICTIVE COVENANTS FILED: OFFICIAL RECORDS BOOK 4303 PAGE 1631  
PLAT BOOK 116 PAGE 36

PB16 PG 36

DEERFIELD ESTATES SUBDIVISION  
Deerfield Estates Homeowners' Association; Utility Easement



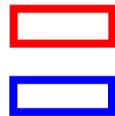
VICINITY MAP



DEERFIELD ESTATES SUBDIVISION



ESCAMBIA COUNTY  
PUBLIC WORKS DEPARTMENT  
JCC 11/14/11 DISTRICT 1



Deerfield Estates Homeowners' Association Requested Easement  
Escambia County Retention Pond



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1846**

**County Administrator's Report Item #: 12. 5.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 12/08/2011

**Issue:** Extension to the Training and Education Requirements of the Escambia County Fire Services Unification Plan

**From:** Mike Weaver

**Organization:** Public Safety

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Extension to the Training and Education Requirements of the Escambia County Fire Services Unification Plan - Michael D. Weaver, Public Safety Department Director

That the Board approve the "Escambia County Fire Services Unification Plan Training and Education Requirements Extension" providing a one-year extension, effective October 1, 2011, to the deadline for firefighters, career and volunteer, to complete all training and education requirements established by the Escambia County Fire Services Unification Plan.

**BACKGROUND:**

On September 25, 2008, the Board approved the Escambia County Fire Services Unification report which established a deadline of October 1, 2011, for implementation of new training and education requirements for the various positions in the department. Since that time, Fire Services' leadership has changed several times with no consistent follow up of the implementation of the Escambia County Fire Services Unification Plan. This extension will provide all firefighters, career and volunteer, until October 1, 2012, to complete all requirements.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

ECFS Unification Plan Training Education Extension

**Escambia County Fire Services**  
**Unification Plan Training and Education Requirements Extension**  
**Effective October 1, 2011**

- The deadline to meet the current requirements for the Escambia County Fire-Rescue Unification Plan will be extended to October 1, 2012.
- Those without a high school diploma or GED as of October 1, 2011, will be grandfathered in, but are strongly urged to obtain one or the other.
- Those without a high school diploma or GED as of October 1, 2011, will be frozen in rank until the requirement is met.
- All personnel joining the department after October 1, 2011, are required to have a high school diploma or GED.
- As of October 1, 2011, all current members must meet the high school diploma or GED requirements for all courses, certifications, etc. as required at the Florida State Fire College or other institution of higher learning.
- All volunteer personnel will retain current rank but will receive stipend at the rank qualified for as of October 1, 2011. Adjustments will be made in stipend when qualification requirements are met.
- All career personnel will retain current rank but will receive rate of pay at the rank qualified for as of October 1, 2011. Adjustments will be made in rate of pay when qualification requirements are met.
- Chief Officers not meeting the Unification Plan requirements must submit a Professional Improvement Plan within two weeks of the approval of this extension. The Professional Improvement Plan should include detailed benchmarks on course completions which will be reported each quarter until requirements are met. At a minimum, goals must be twenty five percent of the missing courses for each quarter e.g., if eight courses are missing, one must complete two courses per quarter. Failure to do so will result in demotion to the next qualified rank. It will be the individual's responsibility to secure all required courses.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1812**

**County Administrator's Report Item #: 12. 6.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 12/08/2011

**Issue:** Resolution Supporting Comments to the Gulf Islands National Seashore Draft General Management Plan

**From:** Keith Wilkins, REP

**Organization:** Community & Environment

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning a Resolution of the Board of County Commissioners Supporting Comments to the Gulf Islands National Seashore Draft General Management Plan - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning a Resolution of the Board of County Commissioners Supporting Comments to the Gulf Islands National Seashore General Draft Management Plan:

- A. Adopt the Resolution; and
- B. Authorize the Chairman to sign the Resolution.

**BACKGROUND:**

Gulf Islands National Seashore requested that the public review and make comments to the Draft General Management Plan (Draft GMP). Community & Environment Department staff has reviewed the Draft GMP with Escambia County Marine Advisory Committee.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

This Resolution was reviewed and approved, as to form and legal sufficiency, by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This Resolution is consistent with the County Comprehensive Plan Goal 11.B to "properly manage and conserve the important natural resources of the county."

**IMPLEMENTATION/COORDINATION:**

Per the Resolution, the Clerk of the Board will have a copy of the Resolution forwarded to Daniel R. Brown, Superintendent, Gulf Islands National Seashore - GMP, 1801 Gulf Breeze Parkway, Gulf Breeze, FL 32563.

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### **Attachments**

[GINS Resolution](#)

RESOLUTION NUMBER R2011- \_\_\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
SUPPORTING COMMENTS TO THE GULF ISLANDS NATIONAL  
SEASHORE DRAFT GENERAL MANAGEMENT PLAN; PROVIDING  
FOR AN EFFECTIVE DATE**

**WHEREAS**, Substantial portions of Gulf Islands National Seashore lands are within and adjacent to Escambia County, Florida; and

**WHEREAS**, Gulf Islands National Seashore is important to Escambia County's economy and quality of life; and

**WHEREAS**, the National Park Service has published a Draft General Management Plan to guide the long-term management of Gulf Islands National Seashore; and

**WHEREAS**, Escambia County staff, the Escambia County Marine Advisory Committee and the general public have reviewed the Draft General Management Plan and made recommendations.

**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 incorporates them herein by reference.

**Section 2.** That the Escambia County Board of County Commissioners hereby expresses its support for the Gulf Islands National Seashore Draft General Management Plan as it relates to the following:

- A. Restoring the Gulf Islands National Seashore infrastructure to "Pre- Hurricane Ivan" conditions;
- B. Managing the Gulf Islands National Seashore as an outdoor classroom;
- C. Expanding partnerships and research;
- D. Managing cultural resources;
- E. Enhancing snorkeling and SCUBA diving;
- F. Enhancing natural resource management to provide maximum public access; and
- G. Restricting public access as a last resort only when all other strategies have proven ineffective.

**Section 3.** That this resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

**Section 4.** That the Clerk shall forward a copy of this Resolution to Daniel R. Brown, Superintendent, Gulf Islands National Seashore, Gulf Islands National Seashore - GMP, 1801 Gulf Breeze Parkway, Gulf Breeze, FL 32563.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

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

(SEAL)

BCC Approved \_\_\_\_\_

This document approved as to form  
and legal sufficiency.  
By: *Justin Hual*  
Title: *SEA*  
Date: *1/28/11*



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1795**

**County Administrator's Report Item #: 12. 7.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 12/08/2011

**Issue:** District Four Appointment to the Escambia County Mass Transit Advisory Committee

**From:** Marilyn D. Wesley, Department Director

**Organization:** Community Affairs

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning District Four Appointment to the Escambia County Mass Transit Advisory Committee - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action concerning the District Four appointment to the Escambia County Mass Transit Advisory Committee:

A. Confirm the appointment of David H. Powell as the District Four representative to the Escambia County Mass Transit Advisory Committee, replacing Megan F. Fry, who resigned, with the term of appointment to be effective December 8, 2011, and to run concurrent with the term of Commissioner Grover C. Robinson, IV, or at his discretion; and

B. Request the County Administrator's Office to provide a letter of appreciation to Megan F. Fry for her service.

**BACKGROUND:**

The previous representative, Megan F. Fry, has resigned her appointment due to other obligations. David H. Powell has submitted his resume expressing interest to serve on the Escambia County Mass Transit Advisory Committee.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires that all established committee appointments have Board approval.

**IMPLEMENTATION/COORDINATION:**

Upon approval by the Board, this appointment shall become effective.

---

**Attachments**

David Powell Resume

Megan Fry Resignation

**David H. Powell**  
**1305 Pine Hill Circle, Pensacola, Florida 32506**  
**(850) 416-4453**  
***dpowell@shhpens.org***

**SUMMARY** 12 year history of progressive leadership responsibility and 29 years of health care experience while serving in the military covering a broad scope of assignments, knowledge, skills, and abilities in recruitment, retention, employee satisfaction, professional development, and community relations.

## **EMPLOYMENT**

**April 2004 – Present** **Sacred Heart Health System,**  
**Pensacola, Florida**

*Vice President, Worklife Community / Executive Director, Organizational Effectiveness*

Responsible for:

- administrative responsibility for Education, Organizational Development, and Auxiliary Services Departments
- organizing, developing, and assessing employment and recruitment practices
- quality of life and life skills programs to include housing, transportation, upward mobility initiatives
- monitoring EEO compliance
- conducting diversity and cultural awareness training for leadership and staff
- facilitating Essentials and Tradition of the Heart Orientation for new hires
- supporting and promoting the values and mission of Sacred Heart in the community
- facilitator on City of Pensacola's study circle on race relations
- member, Unite Escambia's Poverty Solutions Team
- steering team member, Bay Area Works
- graduated from Leadership Pensacola course
- member, steering committee on the African-American Chamber of Commerce's Profile of Pensacola initiative

**April 2001 – April 2004** **Sacred Heart Health System, Pensacola,**  
**Florida**

*Manager, Employment Operations/Diversity Officer*

Responsible for:

- organizing, developing, and assessing employment and recruitment practices
- monitoring EEO compliance
- conducting diversity training for leadership and staff
- Associate relations for the Clinical Support and Support services
- facilitating Essentials and Tradition of the Heart Orientation for new hires
- supporting and promoting the values and mission of Sacred Heart in the community
- facilitator on City of Pensacola's study circle on race relations
- selected as Servant Leader

**April 1999– April 2001** **Sacred Heart Health System, Pensacola,**  
**Florida**

*Senior Human Resources Specialist*

Responsible for:

- organizing, developing, and assessing employment and recruitment practices
- monitoring EEO compliance
- conducting diversity training for leadership and staff
- Associate relations for the Clinical Support and Support services
- facilitating Essentials and Tradition of the Heart Orientation for new hires
- supporting and promoting the values and mission of Sacred Heart in the community
- facilitator on City of Pensacola's study circle on race relations

**June 1996 – January 1999**

**Naval Hospital, Pensacola, Florida**

*Command Master Chief & Senior Enlisted and Special Advisor to the Commanding Officer (CEO)*

Responsible for:

- quality of life programs (housing, daycare, cultural recognition, family services, voter registration, financial counseling) for 1300 enlisted personnel located at the main hospital and 12 satellite clinics
- identified, evaluated, and implemented programs that enhanced employee satisfaction
- resolved human relations and work performance issues for 1300 personnel,
- recruitment, retention, and placement of qualified applicants, insured EO compliance
- Chair, professional development and retention team that resulted in three (3) Golden Anchor Awards from the Chief of Naval Education and Training for retention excellence
- Chair, performance appraisal board / employee relations board
- Advisor on the Executive Steering Council (President's Council) and JCAHO prep teams
- Ambassador for the command's mission in community events and relationships
- Advisor / trainer to Senior Leadership and Civilian personnel on enlisted issues
- Awarded the Navy's Meritorious Service Medal for superior performance of duties

## **EDUCATION**

- Bachelor of Science in Allied Health: The George Washington University, Washington, D.C.
- Bachelor of Science in Occupational Education with specialization in Health Care Administration and Radiologic Technology: Wayland Baptist University, Plainview, Texas
- Navy Senior Leadership and Management Academy: Newport, Rhode Island
- Advanced Hospital Corps School for Independent Duty: San Diego, California
- Advanced X-Ray School: San Diego, California

**CLARK PARTINGTON HART  
LARRY BOND & STACKHOUSE**

ATTORNEYS AT LAW

Pensacola • Destin • Tallahassee

Megan F. Fry  
Direct (850) 432-2180  
mfry@cphlaw.com

May 10, 2011

via email: mdwesley@co.escambia.fl.us  
Marilyn D. Wesley  
Director  
Department of Community Affairs  
223 Palafox Place  
Third Floor – Room 317  
Pensacola, FL 32502

Re: Resignation from MTAC

Dear Marilyn,

It is with great regret that I inform you that I must relinquish my position on MTAC. I truly enjoyed my time on the committee last term, however, since being reappointed my work schedule has changed significantly and I have had difficulty attending the meetings. I do not want to be a part of any committee in name only; therefore, I feel it best to resign and allow Commissioner Robinson the opportunity to appoint a community member who is able to actively participate and attend each meeting.

I would appreciate your circulating this letter to the Chair of the committee and notifying Commissioner Robinson.

Thank you for all the work you do on behalf of Escambia County and please know, although no longer a member of MTAC, I will remain an advocate for the transit system to our community.

Yours Sincerely,

  
MEGAN F. FRY



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1797**

**County Administrator's Report Item #: 12. 8.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 12/08/2011

**Issue:** Authorizing the Conveyance of Real Property the City of Pensacola

**From:** Keith Wilkins, REP

**Organization:** Community & Environment

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Authorizing the Conveyance of Real Property to the City of Pensacola - Keith Wilkins, REP, Community & Environment Department Director

That the Board authorize the conveyance to the City of Pensacola (City) parcels of County property located within and adjacent to the area known as Escambia Treating Company Superfund site located within the Palafox Redevelopment Area (CRA), in accordance with the terms of the Agreement for Sale and Purchase attached to the Resolution:

A. Adopt the Resolution authorizing the conveyance to the City of Pensacola parcels of County property located in the vicinity of the Escambia Wood Treating Company site, in accordance with the terms of the Agreement for Sale and Purchase, subject to the City's satisfactory completion and review of the environmental due diligence studies. Purchase price is \$1; and

B. Authorize the Chairman to execute the Resolution, Agreement for Sale and Purchase, Deed, and all other documents necessary to complete the transaction.

**BACKGROUND:**

The City of Pensacola issued a letter of interest dated October 19, 2011, expressing their desire to obtain four parcels of property owned by Escambia County associated with the redevelopment of the former Escambia Treating Company Superfund Site. The City is proceeding with their environmental due diligence on each parcel and will proceed with seeking transfer of title individually as the studies are complete and satisfactory.

**BUDGETARY IMPACT:**

City of Pensacola will not request any funds for the development of this property; however the County will participate in economic development incentives for end users subject to approval of the BCC.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

All documents have been prepared and reviewed by Stephen G. West, Assistant County Attorney.

**PERSONNEL:**

As approved by the BCC and County Administrator, CRA or Environmental staff may assist. Any environmental staff time will be billed to the City per the Environmental Services Memorandum of Agreement.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Section 125.38, Florida Statutes, allows the conveyance to other governmental entities or non-profits.

**IMPLEMENTATION/COORDINATION:**

The Community & Environment Department/Community Redevelopment Agency (CED/CRA) will coordinate all implementation tasks.

---

**Attachments**

City Annexation Letter

City Agreement & Resolution



*America's First Settlement  
Established 1559*

**ASHTON J. HAYWARD**  
Mayor

October 19, 2011

Mr. Charles R. Oliver  
County Administrator  
Escambia County Board of County Commissioners  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

**Re: Letter of Interest - Escambia Wood Treating Site**

Dear Mr. Oliver:

As I am sure you are aware, the Escambia Wood Treating Superfund site and surrounding properties held by the Corps (collectively "ETC") are expected to transition to the State and then to the City of Pensacola. Escambia County requested a Letter of Interest from the City to take title to four (4) County owned parcels, 3910 N. Palafox Street, Beggs Lane End of 32505, Mason Lane Off of 32505, and Spruce Street 32505, and it is my pleasure to do so. This is an important undertaking for the City and the Northwest Florida community.

The City of Pensacola is willing to accept title to all four (4) subject parcels for \$1 and subject to the satisfactory completion and review of our ongoing environmental due diligence studies and the appropriate City approvals and funding. Finalization of our internal review and approval process for each parcel may occur at different times, so we may be ready to take title to some parcels prior to others. We will notify you on each parcel as soon as we are ready for a transfer. The subject parcels, which would total approximately 36.26 acres, are depicted in Attachment A. It is expected that the County will assist the City in pursuing funding through the U.S.EPA Brownfields Assessment program to cover environmental site assessment costs associated with meeting the All Appropriate Inquiry legal standard.

The subject property will become part of the City's proposed industrial park. The assemblage of properties under single ownership will help further the community's investment in creating local jobs and leveraging future development and private sector growth opportunities in the industrial park.

Sincerely,

Ashton J. Hayward, III  
Mayor

cc: Keith Wilkins, Escambia County, Community and Environment, Department Director  
Erik Spalvins, Region 4, U.S. Environmental Protection Agency

**RESOLUTION R20 \_\_-\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY TO THE CITY OF PENSACOLA; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Escambia County (County) is the owner of a certain parcels of real property (Property) located in Escambia County, Florida, in the area commonly known as the Escambia Wood Treating Company Superfund Site, more particularly described in the Agreement for Sale and Purchase attached to this resolution; and

WHEREAS, the City of Pensacola, a Florida municipal corporation (City), has requested that the County convey the Property to it so that it can be developed as a commerce park; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the public to convey the Property to the City under the terms and conditions stated herein; and

WHEREAS, the conveyance of the Property from the County to the City is authorized pursuant to Section 125.38, Florida Statutes.

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

Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. The County shall convey the Property to the City for a purchase price of One Dollar (\$1.00), with all closing costs being borne by the City, and otherwise in accordance with the terms of the Agreement for Sale and Purchase attached to this Resolution.

Section 3. This conveyance is authorized subject to the following conditions:

a. The City shall not request any funds from the County for the development of the Property. The County will partner with the City on development opportunities for an end user of the Property that generates jobs for the region; however, the City shall be responsible for all planning, development, infrastructure and funding for the Property and the commerce park.



**AGREEMENT FOR SALE AND PURCHASE**

**THIS AGREEMENT FOR SALE AND PURCHASE (Agreement) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Seller), and the City of Pensacola, a Florida municipal corporation, whose address is 222 West Main Street, Post Office Box 12910, Pensacola, Florida 32521 (Buyer).**

**WITNESSETH:**

**WHEREAS, Seller is the record owner of fee simple title to the real property (Property) described below:**

**See attached Exhibit A**

**WHEREAS, at a duly advertised meeting of the Board of County Commissioners on \_\_\_\_\_, Seller approved the sale of the Property to Buyer for the amount of One Dollar (\$1.00); and**

**WHEREAS, Seller and Buyer now desire to enter into this Agreement to set forth the mutually agreed upon terms and conditions associated with the proposed purchase and sale.**

**NOW, THEREFORE, for and in consideration of the premises, the sums of money to be paid, and for other good and valuable consideration, the parties agree as follows:**

**1. Agreement to Sell and Purchase. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller upon the terms and conditions as set forth in this Agreement, including but not limited to the following express conditions that shall be incorporated in the deed:**

**a. The City shall not request any funds from the County for the development of the Property. The County will partner with the City on development opportunities for an end user of the Property that generates jobs for the region; however, the City shall be responsible for all planning, development, infrastructure and funding for the Property and the commerce park.**

**b. The City shall allow the County to maintain its current Palafox Community Redevelopment Area (CRA) and associated Tax Increment Financing (TIF), and shall take no action that will adversely impact either the Palafox CRA or TIF. The County shall retain full authority and responsibility for its Palafox CRA plan, budget, increment pledge, and all associated revenues and expenditures. The City shall not establish its own CRA or TIF or grant an ad valorem tax exemption for any subsequently annexed**

portion of the Palafox CRA without the express consent of the County. Additionally, the City shall not assert a claim to or request any portion of the County's TIF.

c. The City shall take reasonable steps to ensure that its development of the Property and commerce park does not adversely affect the New Hope Missionary Baptist Church, Incorporated of Pensacola Fla., including but not limited to providing property and infrastructure in the area, subject to the limitations of law, that may be necessary to permit the church to continue its mission.

2. **Purchase Price and Method of Payment.** The purchase price for the Property is One Dollar (\$1.00) and must be paid by certified or official check at closing.

3. **Evidence of Title.** Seller shall transfer and convey to Buyer fee simple title to the Property. Within 30 days after the date of execution of this Agreement, Buyer may examine title to the Property and give notice to Seller in writing of any defects or encumbrances upon the Property unacceptable to Buyer except for (a) those exceptions identified in Section 10 of this Agreement entitled "Conveyance of Property," and (b) those exceptions to title which are to be discharged by Seller at or before closing. Seller is not obligated to provide Buyer with a title commitment.

If Buyer determines title to the Property is unmarketable for reasons other than the existence of the exceptions identified in Section 10 or exceptions that are to be discharged by Seller at or before closing, Buyer shall notify Seller in writing no later than five days after examining title. The written notice shall specify those liens, encumbrances, exceptions or qualifications to title that are either not acceptable or not contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

If Seller is unable or unwilling to cure or eliminate the Title Defects prior to closing, Seller shall notify Buyer in writing prior to closing. Buyer and Seller may then extend the time allowed for removal of the Title Defects and the time of closing; or Buyer may waive Title Defects and proceed with closing; or Buyer and Seller may withdraw from the transaction and terminate the obligations under the Agreement. Buyer agrees that any Title Defects present on the day title is transferred, unless expressly objected to by written notice, will be considered accepted by Buyer.

4. **Survey.** Buyer may obtain a survey of the Property prior to closing at Buyer's expense. Buyer must notify Seller in writing after receipt of the survey of any matters shown on the survey that adversely affect title to the Property. The adverse matters will be deemed Title Defects, and Seller is obligated to undertake a cure within the time and in the manner provided in Section 3 of this Agreement.

5. **Financing.** Within five days of execution of this Agreement, Buyer must make application to obtain financing, if necessary, to consummate the purchase and sale of the Property and provide notice to Seller when it has secured necessary financing. Buyer shall notify Seller in writing if Buyer is unable to obtain financing prior to closing after making a good faith effort to do so. Seller may

extend the time allowed for Buyer to obtain financing or exercise its right to terminate this Agreement in accordance with Section 22.

6. **Possession.** Possession of the Property will be surrendered by Seller to Buyer at the time of closing. Seller shall not commit nor permit waste, deterioration or other destruction of the Property prior to that time.

7. **Condition of Property.** Pursuant to Section 125.411, Florida Statutes, Seller is precluded from warranting or representing any state of facts regarding title to the Property and, as a governmental entity, is exempt from the disclosures otherwise required by local ordinance. Except as set forth in the Agreement, it is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties and representations related to title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Buyer represents that it is a knowledgeable Buyer of real estate and that it is relying solely on its own expertise and that of its consultants, and that Buyer will conduct inspections and investigations of the Property, including, but not limited to, the physical conditions of the Property, and will rely upon them, and upon closing, will assume the risk of all adverse matters, including but not limited to, adverse physical conditions, which may not have been revealed by Buyer's inspections and investigations. Seller sells and conveys to Buyer and Buyer accepts the Property "As Is, Where Is," with all faults and there are no oral agreements, warranties or representations collateral to or affecting the Property to Buyer by Seller or any third party. The terms and conditions of this paragraph expressly survive the closing of the Agreement.

8. **Right to Inspect Property.** Prior to undertaking any inspections and testing, Buyer must provide notice to Seller and coordinate with Seller's designee. Buyer must not intentionally nor unreasonably interfere with Seller's activities on the Property.

Prior to closing, Buyer, and its agents and consultants, have the right to enter upon the Property and undertake at Buyer's expense, any physical inspections and other investigations of the Property, including surveys, soil bores, percolation tests, engineering studies, tests for radon gas and other tests or studies that Buyer considers necessary or desirable to review and evaluate the physical characteristics of the Property. Results of any investigation or testing conducted on the Property must promptly be disclosed to Seller.

Buyer shall notify Seller in writing of any defects disclosed by its inspections and testing within five days of completion of the inspection or test. For purposes of this paragraph, "defect" means a condition on or under the Property that violates applicable state or federal environmental laws, rules or regulations, or may present an imminent and substantial danger to the public health or welfare. Upon receipt, Seller shall notify Buyer that 1) it will terminate this Agreement, whereupon all rights and obligations of the parties shall cease; or 2) it will remedy the environmental defect within six months of the date of the notice, or as otherwise agreed by the parties, in which case the

closing date will automatically be extended.

Buyer, as a condition precedent to its entry rights, will defend, indemnify, save and hold Seller harmless from any loss, damage, liability, suit, claim, cost or expense, including reasonable attorneys' fees, arising from the exercise by Buyer of its entry rights.

9. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

10. **Conveyance of Property.** At closing, Seller will convey to Buyer title to the Property by deed, the form of which is attached as Exhibit B, that identifies the following exceptions to title:

- a. Ad valorem real property taxes and assessments for the year 2012 and subsequent years; outstanding and unpaid taxes and assessments, if any, for previous years; conditions, easements, and restrictions of record; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.
- b. Reservation of an undivided  $\frac{1}{4}$  interest in, and title in and to an undivided  $\frac{1}{4}$  interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided  $\frac{1}{2}$  interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop, pursuant to Section 270.11, Florida Statutes.

The parties expressly acknowledge that Buyer accepts title as it exists on the day title is transferred from Seller to Buyer unless written notice has been provided to Seller in accordance with Section 3.

11. **Closing.** Subject to satisfaction of the obligations of Seller and Buyer as set forth in the Agreement, the Purchase Price will be paid to Seller and the Deed and other closing documents reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed in the Office of the Escambia County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida. Seller's attorney will prepare and furnish all documents for closing including any necessary corrective documents. Closing shall occur on or before 120 days from the date that the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein.

12. **Costs and Expenses at Closing.** Upon closing, Seller and Buyer shall pay the following costs and expenses:

SELLER

BUYER

\_\_\_\_\_  N/A Deed Documentary Stamps  
\_\_\_\_\_  Survey, if any  
\_\_\_\_\_  Recording (Deed)  
\_\_\_\_\_  County Attorney's Fees (Document Preparation)  
\_\_\_\_\_  Title Insurance, if any  
\_\_\_\_\_  Structural and Environmental Inspections, if any  
\_\_\_\_\_  Real Estate Professional Fee or Commission, if any

13. **Taxes, Fees, and Charges.** Taxes, fees and charges will be paid as follows:

- a. Buyer is responsible for all ad valorem taxes and assessments, if any, assessed against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Buyer at closing. Seller is immune from ad valorem taxes and will not pay ad valorem taxes on the Property.
- b. All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Buyer's proposed construction on, or development of, the Property will be paid solely by Buyer.

14. **Conditions Precedent to Closing.** The obligation of Buyer to close the sale and purchase transaction contemplated in this Agreement is expressly conditioned on the prior occurrence, satisfaction or fulfillment of the following:

- a. Prior to closing, all obligations of Seller and Buyer in this Agreement must have been either fully satisfied or have occurred or have been waived by Seller or Buyer in writing or as otherwise provided in this Agreement.
- b. Within the time provided in the Agreement, Buyer will have established to its satisfaction that Seller is the owner of good and marketable fee simple title to the Property, subject only to the Permitted Exceptions and those exceptions which are to be discharged by Seller at or before the closing or, alternatively, waived by Buyer.
- c. There are no pending or threatened building, utility (including sewer or water) or other moratoria, injunctions or court orders in effect which would interfere with the immediate use or occupancy of any portion of the Property.

- d. There is no litigation or administrative proceeding pending or threatened against or relating to either the Property or Seller which would preclude Buyer's purchase and Seller's sale of the Property under the Agreement.
- e. There are no pending or threatened zoning, condemnation or eminent domain proceedings against or in any way affecting the Property or any known pending or threatened suits, actions or other proceedings against Seller or affecting the Property or its use in any manner permitted as of the date of the Agreement by the land development regulations of the local government entity with land development regulatory authority over the Property (either as a primary or permitted conditional use) and that the Property and such uses are not in any manner encumbered or adversely affected by any judgment, order, writ, injunction, rule or regulation or any court or governmental agency or officer.
- f. The results of inspections, investigations and inquiries Buyer has made with respect to the Property are, in Buyer's sole opinion and in Buyer's sole discretion, acceptable to Buyer.

If one or more of the above requirements precedent to Buyer's obligation to close this Agreement has not occurred or been satisfied, or expressly waived by Buyer or by the terms of this Agreement on or before the closing date for any reason, then Buyer is entitled to terminate this Agreement and the obligations of the parties, by giving written notice to the other party.

15. **Assignability.** This Agreement cannot be assigned by Buyer without the prior written consent of Seller.

16. **Litigation and Attorneys' Fees.** Each party will pay for its own attorneys' fees and costs in the event of litigation related to the sale and purchase of the Property.

17. **Time of the Essence.** Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by one party is not to be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date in the Agreement falls on a Saturday, Sunday or legal holiday, the date is extended to the next business day.

18. **Counterparts.** This Agreement will be executed in duplicate counterparts, each of which upon execution by all parties is deemed to be an original.

19. **Governing Law and Binding Effect.** The interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Florida and bind Buyer and Seller and their respective successors and assigns. The venue for any legal proceeding arising out of this Agreement shall be in a court of competent jurisdiction in Escambia County, Florida.

20. **Integrated Agreement, Waiver and Modification.** This Agreement represents the complete and entire understanding and agreement between and among the parties with regard to all matters involved in the Agreement and supersedes any prior or contemporaneous agreements, whether written or oral. The Agreement cannot be modified or amended and no provision is waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties and to the detriment of the others, then the amendment or waiver must be in writing, signed by all parties to whose detriment the modification, amendment or waiver inures.

21. **Brokerage.** Seller and Buyer acknowledge, represent and warrant to each other that no broker or finder has been employed by either Seller or Buyer in connection with the sale and purchase contemplated in the Agreement.

22. **Default and Termination.** If either party fails to perform any of its obligations set forth in the Agreement within the times specified, the other party, at its option and at any time, may terminate the Agreement. Neither party can declare the other in default without giving the other party at least five days written notice of intention to do so, during which time the other party will have an opportunity to remedy the default or to commence to remedy. The notice must specify, in detail, the default.

23. **Notices.** All notices must be in writing and served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested, or by deposit with a nationally recognized overnight courier service, postage pre-paid and addressed to the Seller and Buyer at the following addresses:

**TO THE SELLER:**

Escambia County  
County Administrator  
221 Palafox Place  
Pensacola, Florida 32502

**TO THE BUYER:**

Ashton J. Hayward, Mayor  
City of Pensacola  
Post Office Box 12910  
Pensacola, FL 32521

**WITH A COPY TO:**

County Attorney's Office  
221 Palafox Place, Suite 430  
Pensacola, Florida 32502

All notices are deemed served when received, except that any notice mailed or deposited in the manner provided in this section are deemed served on the postmark date or courier pickup date.

24. **Further Assurances.** Each party, without further consideration, will act and execute and deliver documents as the other may reasonably request to effectuate the purposes of the Agreement.

25. **Relationship of the Parties.** Nothing in this Agreement or any act of the parties is deemed or

construed by the parties or by any third party to create a relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Buyer and Seller.

26. Risk of Loss. The risk of loss to the property is the responsibility of Seller until closing.

27. Property Tax Disclosure Summary. Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's Office for information.

28. Miscellaneous. If any term, provision, covenant, or condition of the Agreement or the application to any person or circumstances is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the extent permitted by law.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS FIRST APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

IN WITNESS WHEREOF, Seller and Buyer have made and executed this Agreement as of this date and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

SELLER:  
ESCAMBIA COUNTY, FLORIDA by and  
through its duly authorized BOARD OF  
COUNTY COMMISSIONERS

\_\_\_\_\_  
Wilson B. Robertson, Chairman

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

BCC Approved:

This document approved as to form  
and legal sufficiency.

By Shugh  
Title Asst. County Attorney  
Date Nov. 30, 2011

**BUYER:**  
**CITY OF PENSACOLA, a Florida**  
**Municipal corporation**

**Witness** \_\_\_\_\_  
**Print Name** \_\_\_\_\_

\_\_\_\_\_  
**Ashton J. Hayward, Mayor**

**Witness** \_\_\_\_\_  
**Print Name** \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by Ashton J. Hayward, as Mayor for the City of Pensacola, a Florida municipal  
corporation, who  is personally known to me, or  produced current  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
**Signature of Notary Public**

\_\_\_\_\_  
**Printed Name of Notary Public**

**(Notary Seal)**

**Exhibit A**

escpaLegal 052S301001002017

Page 1 of 1

**Escambia County Property Appraiser  
052S301001002017 - Full Legal Description**

**BEG AT INTER OF E R/W LI OF PALAFOX ST (US 29 78 05/100 FT R/W) & N LI OF LT 21 N 52 DEG 40 MIN 40 SEC E ALG N LI 800 FT S 37 DEG 19 MIN 20 SEC E 382 FT S 52 DEG 40 MIN 40 SEC W 963 FT TO E R/W LI OF PALAFOX ST N 37 DEG 19 MIN 20 SEC W ALG R/W 777 FT TO POB S/D OF PALMES GRANT W OF RR PLAT DB 10 P 490 OR 6738 P 1493**

This document was prepared by:  
Stephen G. West, Assistant County Attorney  
Escambia County Attorney's Office  
221 Palafox Place, Suite 430  
Pensacola, Florida 32502  
(850) 595-4970

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**DEED**

THIS DEED is made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantor), and the City of Pensacola, a Florida municipal corporation, whose address is 222 West Main Street, Post Office Box 2910, Pensacola, Florida 32521 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee and Grantee's heirs, executors, administrators, successors and assigns forever, the land in Escambia County, Florida described below for the development of a commerce park:

See attached Exhibit A

THIS CONVEYANCE IS SUBJECT TO taxes and assessments for the year 2012 and subsequent years; outstanding and unpaid taxes and assessments, if any, from previous years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR RESERVES an undivided  $\frac{3}{4}$  interest in, and title in and to an undivided  $\frac{3}{4}$  interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided  $\frac{1}{2}$  interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop the same.

THIS CONVEYANCE IS MADE subject to the following conditions:

1. The City shall not request any funds from the County for the development of the Property. The County will partner with the City on development opportunities for an end user of the Property that generates jobs for the region; however, the City shall be responsible for all planning, development, infrastructure and funding for the Property and the commerce park.
2. The City shall allow the County to maintain its current Palafox Community Redevelopment Area (CRA) and associated Tax Increment Financing (TIF), and shall take no action that will adversely impact either the Palafox CRA or TIF. The County shall retain full authority and responsibility for its Palafox CRA plan, budget, increment pledge, and all associated revenues and expenditures. The City shall not establish its own CRA or TIF or grant an ad valorem tax exemption for any subsequently annexed portion of the Palafox CRA without the express consent of the County. Additionally, the City shall not assert a claim to or request any portion of the County's TIF.



3. The City shall take reasonable steps to ensure that its development of the Property and commerce park does not adversely affect the New Hope Missionary Baptist Church, Incorporated of Pensacola Fla., including but not limited to providing property and infrastructure in the area, subject to the limitations of law, that may be necessary to permit the church to continue its mission.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

\_\_\_\_\_  
Wilson B. Robertson, Chairman

\_\_\_\_\_  
Deputy Clerk  
BCC Approved:

**Exhibit A**

escpaLegal 052S301001002017

Page 1 of 1

**Escambia County Property Appraiser  
052S301001002017 - Full Legal Description**

**BEG AT INTER OF E R/W LI OF PALAFOX ST (US 29 78 05/100 FT R/W) & N LI OF LT 21 N 52 DEG 40 MIN 40 SEC E ALG N LI 800 FT S 37 DEG 19 MIN 20 SEC E 382 FT S 52 DEG 40 MIN 40 SEC W 963 FT TO E R/W LI OF PALAFOX ST N 37 DEG 19 MIN 20 SEC W ALG R/W 777 FT TO POB S/D OF PALMES GRANT W OF RR PLAT DB 10 P 490 OR 6738 P 1493**



**BOARD OF COUNTY COMMISSIONERS**  
**Escambia County, Florida**

**AI-1840**

**County Administrator's Report Item #: 12. 9.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 12/08/2011

**Issue:** City of Pensacola Annexation of the Escambia Treating Company Superfund Site Property

**From:** Keith Wilkins, REP

**Organization:** Community & Environment

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the City of Pensacola Annexation of the Escambia Treating Company Superfund Site Property - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the City of Pensacola (City) Annexation of the Escambia Treating Company Superfund Site Property:

A. Support the annexation of the property, collectively known as the Escambia Treating Company Superfund Site by the City of Pensacola; and

B. Authorize the County Administrator to draft a letter to the Environmental Protection Agency (EPA) supporting the City of Pensacola annexation, contingent upon the three following covenants:

1. The City of Pensacola shall not request any funds from the County for the development of the Property. The County will partner with the City on development opportunities for an end user of the property that generates jobs for the region; however, the City of Pensacola shall be responsible for all planning, development, infrastructure and funding for the property and the commerce park;

2. The City of Pensacola shall allow the County to maintain its current Palafox Community Redevelopment Area (CRA) and associated Tax Increment Financing (TIF), and shall take no action that will adversely impact either the Palafox CRA or TIF. The County shall retain full authority and responsibility for its Palafox CRA plan, budget, increment pledge, and all associated revenues and expenditures. The City of Pensacola shall not establish its own CRA or TIF or grant an ad valorem tax exemption for any subsequently annexed portion of the Palafox CRA without the express consent of the County. Additionally, the City of Pensacola shall not assert a claim to or request any portion of the County's TIF; and

3. The City of Pensacola shall take reasonable steps to ensure that its development of the Property and commerce park does not adversely affect the New Hope Missionary Baptist Church, Incorporated of Pensacola, Florida, including but not limited to providing property and infrastructure in the area, subject to the limitations of law, that may be necessary to permit the

church to continue its mission.

**BACKGROUND:**

Escambia Treating Company was a wood preserving facility from 1942 through 1982, and, as a result of approximately 40 years of operation, the soil and groundwater became contaminated. Through a Superfund Redevelopment Initiative Grant , with significant input from the community, it was determined that the best reuse for the site was a commerce park. A conceptual commerce park plan was developed. In 2010 the soil remediation phase of the project was completed by the EPA and the property is now considered ready for redevelopment into the commerce park.

The City of Pensacola sent a voluntary annexation letter to EPA for their federally owned land associated with the ETC cleanup. EPA has responded to them that they want a letter from the County stating we have no objections to the City of Pensacola's annexation.

**BUDGETARY IMPACT:**

The City of Pensacola will not request any County funding for the development of these properties. However, the County will participate in economic development incentives for end users subject to approval by the BCC. The City will take no action that will adversely affect the County CRA and Tax Increment Revenues for the Palafox area.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

All transfer documents will be coordinated and reviewed by the Legal Department.

**PERSONNEL:**

Community and Environment Department's environmental staff will invoice their time as applicable with the Environmental Services Memorandum of Agreement with the City of Pensacola.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

BCC approval is required.

**IMPLEMENTATION/COORDINATION:**

Community & Environment Department will coordinate with the City of Pensacola.

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-1828

County Administrator's Report Item #: 12. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/08/2011

Issue: SBA#035 - HHS Voting Grant and Gang Prosecution Grant

From: Amy Lovoy

Organization: OMB

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #035 - Amy Lovoy,  
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #035, Other Grants and Projects Fund (110) in the amount of \$2,531, to recognize various Grant funds, and to appropriate these funds for polling place accessibility for the Supervisor of Elections and gang prosecution activities for the State Attorney's Offices in Escambia County.

**BACKGROUND:**

The Supervisor of Elections received the HHS Grant reimbursement from the State of Florida, Division of Elections for polling place accessibility, and the remainder of the Gang Prosecution Grant for the State Attorney's Office.

**BUDGETARY IMPACT:**

This amendment increases Fund 110 in the amount of \$2,531.

**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

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**Attachments**

SBA#035

**Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

Resolution Number  
R2011-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget; and

WHEREAS, The Board has received a reimbursement from the State of Florida, Division of Elections HHS Grant for Polling Place Accessibility, and the remainder of the State Attorney Gang Prosecution Grant, these funds must be recognized and appropriated accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2012:

Other Grants and Projects Fund Name	110 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
HHS Grant for Polling Place Accessibility	110	331103	\$1,720
Gang Prosecution Grant/State Attorney	110	331824	811
<b>Total</b>			<b>\$2,531</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Other Contractual Services	110/550102	53401	\$1,720
Aids to Governmental Agencies	110/410314	58101	811
<b>Total</b>			<b>\$2,531</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

\_\_\_\_\_  
Wilson B. Robertson, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

Supplemental Budget Amendment  
#035



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-1823

County Administrator's Report Item #: 12. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/08/2011

Issue: SBA#036 - Supervisor of Elections Reimbursement

From: Amy Lovoy

Organization: OMB

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #036 - Amy Lovoy,  
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #036, General Fund (001) in the amount of \$1,316, to recognize a reimbursement from the Town of Century for the 2011 Primary Election, and to appropriate these funds for other election activities in Escambia County.

**BACKGROUND:**

The Escambia County Supervisor of Elections has received a reimbursement from the Town of Century for the 2011 Primary Election. These funds will be placed back into the Supervisor of Elections Budget for other activities.

**BUDGETARY IMPACT:**

This amendment will increase Fund 001 by \$1,316.

**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

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**Attachments**

SBA#036

**Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

Resolution Number  
R2011-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget; and

WHEREAS, The Board has received reimbursement of funds from the Town of Century for cost of the October 11, 2011 Primary Election, these funds must be recognized and appropriated accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2012:

General Fund Fund Name	001 Fund Number	Account Code	Amount
Supervisor of Elections	001	341555	\$1,316
<b>Total</b>			<b>\$1,316</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Printing & Binding	001/550101	54701	\$97
Other Contractual Services	001/550101	53401	\$124
Travel & Per Diem	001/550101	54001	\$182
Office Supplies	001/550101	55101	\$358
Professional Services	001/550101	53101	\$100
Freight & Postage	001/550101	54201	\$134
Legal Advertising	001/110201	54905	\$322
<b>Total</b>			<b>\$1,316</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

\_\_\_\_\_  
Wilson B. Robertson, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

Supplemental Budget Amendment  
#036



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-1825

County Administrator's Report Item #: 12. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/08/2011

Issue: Supplemental Budget Amendment #37 - Hazardous Materials Plan Grant

From: Amy Lovoy

Organization: OMB

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #37- Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #37, Other Grants and Projects Fund (110) in the amount of \$11,868, to recognize proceeds from a State of Florida, Division of Emergency Management (FDEM) Hazardous Materials Planning and Prevention Program Grant, and to appropriate these funds for updating the Hazardous Materials Facility Analysis Data.

**BACKGROUND:**

Escambia County Public Safety was awarded a FDEM Hazardous Materials Planning and Prevention Program Grant, Contract # 12-CP-03-01-27-01-187, in the amount of \$11,868. Funds will be used to update the Hazardous Materials Facility Analysis Data.

**BUDGETARY IMPACT:**

This amendment will increase Fund 110 by \$11,868.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires increases or decreases in revenues to be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA#037

**Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

Resolution Number  
R2011-\_\_\_\_\_

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County was awarded a grant by the State of Florida, Division of Emergency Management, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2012:

Other Grants & Projects <u>Fund Name</u>	<u>110</u> <u>Fund Number</u>		
<u>Revenue Title</u>	<u>Fund Number</u>	<u>Account Code</u>	<u>Amount</u>
Hazardous Materials Plan	110	334244	\$11,868
<b>Total</b>			<b>\$11,868</b>

<u>Appropriations Title</u>	<u>Fund Number/Cost Center</u>	<u>Account Code/ Project Number</u>	<u>Amount</u>
Operating Supplies	110/330323	55201	\$11,868
<b>Total</b>			<b>\$11,868</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

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

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA, COUNTY, FLORIDA

\_\_\_\_\_  
Wilson B. Robertson, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-1841

County Administrator's Report Item #: 12. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/08/2011

Issue: SBA#039 - Crabtree Church Road LAP Agreement Grant

From: Amy Lovoy

Organization: OMB

CAO Approval:

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**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, Local Option Sales Tax III (LOST III) Fund (352) in the amount of \$138,824, to recognize a Local Agency Program (LAP) Agreement Grant from the State of Florida, Department of Transportation, and to appropriate these funds for the design of paved road shoulders along Crabtree Church Road, from Sunshine Hill Road to State Road 97 in Escambia County.

**BACKGROUND:**

Escambia County has received a LAP agreement to design the road shoulders along Crabtree Church Road from Sunshine Hill Road to State Road 97 from the State of Florida, Department of Transportation.

**BUDGETARY IMPACT:**

This amendment will increase Fund 352 in the amount of \$138,824.

**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

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**Attachments**

SBA#039

**Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

Resolution Number  
R2011-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget; and

WHEREAS, The Board has received a grant from the State of Florida, Department of Transportation Local Agency Program Agreement (LAP) for the design of paved shoulders along Crabtree Church Road, and these funds must be recognized and appropriated accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2012:

Local Option Sales Tax III Fund Name	352 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
LAP Agreements	352	369402	\$138,824
<b>Total</b>			<u>\$138,824</u>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Improvements Other Than Buildings/ Crabtree Church & Sunshine Hill LAP	352/210110 (new)	56301/12EN1815	\$138,824
<b>Total</b>			<u>\$138,824</u>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:  
ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA, COUNTY, FLORIDA

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

\_\_\_\_\_  
Wilson B. Robertson, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

Supplemental Budget Amendment  
#039



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-1839

County Administrator's Report Item #: 12. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/08/2011

Issue: Supplemental Budget Amendment #038 - Supplemental Nutrition Assistance Program Grant

From: Amy Lovoy

Organization: OMB

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #038 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #038, Other Grants and Projects Fund (110) in the amount of \$929, to recognize the remaining balance of funds for the Supplemental Nutrition Assistance Program, and to appropriate these funds to assist with the outreach efforts of this program.

**BACKGROUND:**

These additional funds will be used for program enhancements that will increase enrollment and participation in the Supplemental Nutrition Assistance Program. This budget amendment also places the funds into the proper revenue account in the finance system.

**BUDGETARY IMPACT:**

This amendment will increase Fund 110 by \$929.

**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

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**Attachments**

SBA #038

**Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

Resolution Number  
R2011-

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 Supplemental Nutrition Assistance Program grant by Workforce Escarosa, Inc., and we must recognize the balance of the funds to be appropriated for community outreach.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2012:

<u>Other Grants &amp; Projects</u> <b>Fund Name</b>	<u>110</u> <b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
Food Stamp Employment Grant	110	331623	(\$142,071)
Supplemental Nutrition Asst Grant	110	331624	\$143,000
<b>Total</b>			<u>\$929</u>

<b>Appropriations Title</b>	<b>Fund Number/Cost Center</b>	<b>Account Code/ Project Number</b>	<b>Amount</b>
Training and Registrations	110/320219	55501	\$929
<b>Total</b>			<u>\$929</u>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:  
ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA, COUNTY, FLORIDA

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

\_\_\_\_\_  
Wilson B. Robertson, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

Supplemental Budget Amendment  
#038



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-1798

County Administrator's Report Item #: 12. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/08/2011

Issue: Bad Debt Write-Off/ Pensacola Civic Center

From: Amy Lovoy

Organization: OMB

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning a Bad Debt Write-Off for the Pensacola Civic Center - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt and authorize the Chairman to sign the Resolution authorizing the Clerk of the Circuit Court to write off as bad debt certain accounts receivables totaling \$32,142.40.

This Resolution will allow the Clerk's office to process the accounting entries necessary to expense these amounts as bad debt and remove them from the accounts receivable. It in no way hinders the County or the management company from pursuing other methods to collect these debts.

**BACKGROUND:**

This resolution will allow the Clerk's office to process the accounting entries necessary to expense these amounts as bad debt and remove them from the accounts receivable. It in no way hinders the County or the management company from pursuing other methods to collect these debts.

**BUDGETARY IMPACT:**

A total of \$32,142.40 will be written off.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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## Attachments

Civic Center Bad Debt

RESOLUTION R2011-\_\_\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA; PROVIDING FOR WRITE OFF OF UNCOLLECTIBLE BAD DEBTS OWED TO THE PENSACOLA CIVIC CENTER; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, certain amounts listed below totaling \$32,142.40 are owed to the Pensacola Civic Center for costs associated with the utilization of the facility; and

**WHEREAS**, diligent efforts have been made to collect the amounts as follows:

Bail Bonds - \$4,500.00  
Expo Alabama - \$1,406.80  
Expo Alabama - \$23,446.64

GRS Diversity - \$2,638.96  
K Rock Center - \$150.00

**NOW THEREFORE**, be it resolved by the Board of County Commissioners of Escambia County, Florida, that:

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

**Section 2.** 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 to carry out his duties in accordance with generally accepted accounting principles. Escambia County does not waive any rights it may have to collect the any of the above-referenced accounts receivable, including but not limited to use of a collection agency under contract to Escambia County.

**Section 3.** Be it further resolved, that all past efforts to designate these delinquent accounts receivable as bad debts are hereby ratified and approved.

**Section 4.** This Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

BOARD OF COUNTY COMMISSISONERS  
OF ESCAMBIA COUNTY, FLORIDA

ATTEST:

ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

By: \_\_\_\_\_  
Wilson B. Robertson, Chairman

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

Adopted:

This document approved as to form  
and legal sufficiency  
By: \_\_\_\_\_  
Title County Attorney  
Date 11/16/11



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-1799

County Administrator's Report Item #: 12. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 12/08/2011

Issue: Expenditure of Funds for the 2011 National Volleyball Tournament

From: Amy Lovoy

Organization: OMB

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Expenditure of Funds for the 2011 National Volleyball Tournament Produced by the Gulf Coast Indian Association, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize reimbursement of expenses incurred prior to October 1, 2011, from the Fiscal Year 2012 Budget for the 2011 National Volleyball Tournament, produced by the Gulf Coast Indian Association, Inc., to be held in November of 2011.

On September 2, 2011, the Board approved an allocation in the Fiscal Year 2012 Budget to Gulf Coast Indian Association, Inc., to produce a three-day event to be held in November of 2011. Monies had to be expended to book performers prior to October 1, 2011, in order to meet the time line for the event. This Recommendation will authorize reimbursements from the Fiscal Year 2012 Budget for expenses incurred in a prior Fiscal Year only for this event.

**BACKGROUND:**

On September 2, 2011, the Board approved an allocation in the Fiscal Year 2012 Budget to Gulf Coast Indian Association, Inc. to produce a three day event to be held in November of 2011. Monies had to be expended to book performers prior to October 1, 2011, in order to meet the timeline for the event. This Recommendation will authorize reimbursements from the Fiscal Year 2012 Budget for expenses incurred in a prior Fiscal Year only for this event.

**BUDGETARY IMPACT:**

This recommendation will authorize reimbursements from the FY 2012 budget for expenses incurred in a prior fiscal year.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1778**

**County Administrator's Report Item #: 12. 8.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 12/08/2011

**Issue:** PD 02-03.79, Professional Services as Governed by Florida Statute 287.055

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

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**RECOMMENDATION:**

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

That the Board take the following action concerning Professional Services as Governed by Florida Statute 287.055, PD 02-03.79 (A & E Services):

A. Award Task-Order-based continuing Contracts to Southern Site & Utility Design, Inc., per PD 02-03.79, Professional Services as Governed by Florida Statute 287.055 (A&E Services), on a "Maximum Ceiling" basis fee schedule, as follows:

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

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

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

**BACKGROUND:**

The legal advertisement for this "Request for Letters of Interest" (RLI) was originally advertised in the Pensacola News Journal on Sunday, August 24, 2003. Due to the ongoing open nature of this solicitation responses are accepted continually. This Contract has been approved for usage by the Gulf Coast Purchasing Cooperative.

**BUDGETARY IMPACT:**

Funds to be budgeted for on an annual basis.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract (Form F, Consulting Services), prepared by Legal.

**PERSONNEL:**

The Scope of Work for this project was developed by the Office of Purchasing.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II Purchases and Contracts and F.S. 287.055 "Consultants' Competitive Negotiation Act".

**IMPLEMENTATION/COORDINATION:**

Upon receipt of post award compliance documentation and contract signature the Office of Purchasing shall notify the departments. The Office of Purchasing shall work with departments in negotiating Task Orders.

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1786**

**County Administrator's Report Item #: 12. 9.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 12/08/2011

**Issue:** Escambia County Road Evaluations, PD 10-11.062

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Escambia County Road Evaluations - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Lump Sum Contract to Transmap Corporation, per PD 10-11.062, Escambia County Road Evaluations, in the amount of \$228,498. The purpose of this project is to evaluate pavement conditions for all of Escambia County's paved maintained roadways. The firm will upload the collected data into the County's pavement management database, allowing the County to rank each roadway by condition so that paving priority may be determined.

[Funding: Fund 333, New Road Construction, Cost Center 210204, Object Code 56301]

**BACKGROUND:**

Request for Letters of Interest, PD 10-11.062, Escambia County Road Evaluations were publicly noticed on Monday, June 27, 2011 to 64 known firms. Responses were received from 7 firms on Wednesday July 27, 2011.

**BUDGETARY IMPACT:**

[Funding: Fund 333, New Road Construction, Cost Center 210204, Object Code 56301]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract (Form G, Consulting Services for Stand-Alone Services) will be used.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Attorney's Standard Form of Contract and Purchase Order.

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**Attachments**

Fee Proposal

Transmap Corporation		Escambia County		November 2, 2011	
		Pavement Management Pricing			
<b>1)Project Management/Raw Data Collection</b>					
Task	Description	Comments	Transmap Units	Transmap Price	Total
1.1	Transmap Project Management (units = lump sum)	Covers kickoff meeting in Escambia County, support, conference calls, etc. - wrap up, project tracking (deliveries) project reports	1	\$15,263.00	\$15,263.00
1.2	ON-SIGHT™ Raw Data Collection (units = centerline miles)	Raw roadway data and image capture. 360-degree image view of all roadways (ROW) with dedicated pavement camera (100% roadway coverage)	1260	\$99.00	\$124,740.00
	ON-SIGHT™ Raw Data Collection (units = centerline miles)	40 mile credit on raw data collection	40	\$99.00	\$3,960.00
<i>Subtotal</i>					\$143,963.00
<b>2)Pavement Data Collection Creation</b>					
Task	Description	Comments	Transmap Units	Transmap Price	Total
2.1	Streets - Pavement Inspection and PCI calculation. Transmap uses ASTM D-6433-09 compliant methods (units = samples).	The detailed surface distress analysis includes pavement width at sample locations and section length, including robust QA/QC. (County has 5,444 segments in network, the average samples per segment is 2.8)	13,739	\$5.38	\$73,915.82
2.2	Pavement Manual/Bootcamp (units = days)	Transmap will come on-site to Escambia County to review pavement practices and procedures. This will set the foundation for reporting.	2	\$1,750.00	\$3,500.00
2.3	CarteGraph Formatting and Loading	Transmap will run all pavement distress data through CarteGraph to produce the OCI values.	1	\$5,500.00	\$5,500.00
2.4	Pavement Reporting (units = hours)	A 5-10 year pavement plan with candidate maps. The reporting is based on information gathered at the boot camp.	44	\$125.00	\$5,500.00
<i>Subtotal</i>					\$88,415.82
<b>3) Core Deliverables</b>					
Task	Description	Comments	Transmap Units	Transmap Price	Total
3.1	ArcGIS Server Web-Based Image Viewer	Transmap will set up Escambia County to view all collected images in ArcGIS Server web environment with the PMS data, Orthophotography and GIS basemap layer.	0	\$0.00	\$0.00
<i>Subtotal</i>					\$0.00
				Total	\$232,378.82
				Budget	\$228,498.00
				40 mile Credit	\$3,880.82



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1804**

**County Administrator's Report Item #: 12. 10.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 12/08/2011

**Issue:** "W" Street Sedimentation Basin Weir Replacement

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning "W" Street Sedimentation Basin Weir Replacement – Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 11-12.001, "W" Street Sedimentation Basin Weir Replacement, to Hayes Construction, Inc., for a total amount of \$106,749.12.

[Funding: Fund 110, Other Grants and Projects, Bayou Chico/Jones Creek Stormwater Project, Cost Center 221013, Object Code 56301]

**BACKGROUND:**

Bids were received from 5 contractors on October 24, 2011. Hayes Construction, Inc. being the lowest Responsive and Responsible bidder received.

The "W" Street Sedimentation Basin Weir Replacement project will consist of the construction of a new FRP sheet pile weir structure (Base Bid) or hot rolled steel sheet pile (Alt. Bid) matching the existing structure in length and elevation. The existing weir wall is scheduled to remain. Restoration within the project area include seeding & mulching, sod, soil erosion and sediment control and all other incidental work are included in this project.

**BUDGETARY IMPACT:**

Funding: Fund 110, Grants and Projects "Bayou Chico / Jones Creek Stormwater Retrofit Project", Cost Center 221013, Object Code 56301

**LEGAL CONSIDERATIONS/SIGN-OFF:**

County Attorney's Standard Form D will be used.

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provision of the Escambia County, FL Code of Ordinances, 1999 Chapter 46, Article II, Division 3, Sections 87-90, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon receipt of post award compliance documents from the awarded contractor, the Office of Purchasing shall notify the Community & Environment Department, Water Quality Division that they may issue a Notice to Proceed to Hayes Construction, Inc.

---

**Attachments**

Bid Tabulation

**PUBLIC NOTICE OF RECOMMENDED AWARD**

BID TABULATION		DESCRIPTION: "W" Street Sedimentation Basin Weir Replacement ITB# 11-12.001									
Bid Opening Time: 3:00 p.m., CDT Bid Opening Date: 10/24/11 Pre-Bid: 10:00 a.m., CST 10/13/11 Opening Location: Rm 11.407		Cover Sheet/Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statutes, on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of authority to do Business in the State of Florida	Acknowl. of Addendums	Bid Bond/	Base Bid	Alternate Bid #1 (Base Bid Substituting Alternate Bid #1 for Item No. 3)	Alternate Bid #2 (Base Bid Substituting Alternate Bid #2 for Item No. 5)
NAME OF BIDDER											
Gulf Equipment Corporation 5540 Business Parkway Theodore, AL 36582		Yes	Yes	Yes	Yes	Yes	N/A	Yes	\$141,400.00	\$145,000.00	\$182,350.00
Hayes Construction, Inc. P.O. Box 426 Jay, FL 32565		Yes	Yes	Yes	Yes	Yes	N/A	Yes	\$106,149.12	\$106,749.12	\$106,982.11
SeaSide Golf Development, Inc. 312 N Davis Hwy Pensacola, FL 32501		Yes	Yes	Yes	Yes	Yes	N/A	Yes	\$111,040.00	\$112,456.00	\$120,940.00
Southern Utility Co., Inc. 2401 W. Herman Pensacola, FL 32505		Yes	Yes	Yes	Yes	Yes	N/A	Yes	\$110,929.50	\$4,740.00	\$100,800.00
The Green-Simmons Company, Inc. 3407 North W Street Pensacola, FL 32505		Yes	Yes	Yes	Yes	Yes	N/A	Yes	\$137,699.00	\$140,255.00	\$138,599.00
BIDS OPENED BY: <u>Bob Dennis, MABA, CPPB, Purchasing Specialist</u>						DATE: November 14, 2011					
BIDS TABULATED BY: Cynthia Smith, Senior Office Support Assistant						DATE: November 14, 2011					

CAR  
DATE 12/8/2011

BOCC  
DATE 12/8/2011

The Purchasing Chief/Designee recommends to the BCC: To award a Indefinite Quantity, Indefinite Delivery contract to: **Hayes Construction, Inc.** for the above referenced project in a total amount of **\$106,749.12**

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 at 12:00 p.m., CST, Monday, November 14, 2011

BD/ crs



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1808**

**County Administrator's Report Item #: 12. 11.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 12/08/2011

**Issue:** Drug, Alcohol and Nicotine Testing Services PD 11-12.002

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Drug, Alcohol and Nicotine Testing Services PD 11-12.002 - Amy Lovoy, Management and Budget Services Department Director

That the Board award a 3-year Contract, PD 11-12.002, for Drug, Alcohol and Nicotine Testing Services, to Drug Free Workplaces, Inc., for an annual total of approximately \$19,000, in accordance with the terms and conditions of the solicitation, with an effective date of January 1, 2012, and authorize the Chairman to execute the Contract.

[Funding: Fund 001, (General Fund), Cost Center 150101, and Fund 501, (Internal Service Fund), Cost Center 140838]

**BACKGROUND:**

The Office of Purchasing advertised an Invitation to Bid in the Pensacola News Journal on October 17, 2011, for Drug, Alcohol, and Nicotine Testing Services, PD 11-12.002. The solicitation was sent to approximately ten vendors. Seven bids were received and one no bid. Bids were opened on November 16, 2011, and the low bid was Drug Free Workplaces, Inc., Pensacola, Florida.

**BUDGETARY IMPACT:**

Funding: Fund 001 (General Fund), Cost Center 150101 and Fund 501 (Internal Service Fund), Cost Center 140838

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney Kristin Hual prepared the Contract.

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Escambia County Code of Ordinance Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will distribute the Contract and Purchase Order.

---

**Attachments**

Bid Tab

Agreement

**PUBLIC NOTICE OF RECOMMENDED AWARD**

<b>BID TABULATION</b>	<b>DESCRIPTION: Drug, Alcohol and Nicotine Testing Services BID # PD 11-12.002</b>							
<b>NAME OF BIDDER</b>	Cover Sheet/Acknowl.	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entury Crimes	Acknowledgement of Addendum	
Behavioral Health Systems, Inc.	Y	Y	Y	Y	Y	Y	Y	
Any Lab Test Now	Y		Y	Y	Y	Y		
Drug Free Workplaces, Inc.	Y		Y	Y	Y	Y	Y	
EDPM, Inc.	Y		Y	Y	Y	Y		
FirstLab	Y		Y	Y	Y	Y		
Baptist Business Health Solutions	Y							
Advanced Forensic Clinical Services	Y	Y	Y	Y		Y	Y	
<b>Keegan Staffing - NO BID</b>								
<b>BIDS OPENED BY:</b>	Joe Pillitary, Purchasing Coordinator      DATE: 11/16/2011							
<b>BIDS TABULATED BY:</b>	Lori Kistler, SOSA      DATE: 11/16/2011							
<b>BIDS WITNESSED BY:</b>	Lori Kistler, SOSA      DATE: 11/16/2011							

**CAR**      **BOCC**  
**DATE 12/08/2011**      **DATE 12/08/2011**

The Purchasing Chief/Designee recommends to the BCC: That the Board award a three year Contract to Drug Free Workplaces, Inc. for an annual total of approximately \$19,000.

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.

*JFP*  
JP/IK



Name of Company	Alcohol Per test	Drug Per test	FDLE Per test	Nicotine w/drug test	Nicotine wo/drug test	Set-up Fee	Maintenance Fee	Educational Materials	Workshops	Training Materials	Reviews and Updates	Consulting	Deposition Legal Fee	SAPA Certification	Other
5 Any Lab Test Pensacola	\$30.00	\$49.00	\$49.00	\$49.00	\$49.00	\$250.00	\$29.00 per month	\$500.00	\$300.00 each	\$200.00	0	0	\$300.00	No	
6 Drug-Free Workplace Pensacola	\$25.00	\$25.00	\$25.00	\$11.00	\$15.00	0	0	0	\$100 per workshop	0	0	0	\$800 per day	Yes	
7 EDPM Birmingham Alabama	\$18.00	\$24.95	\$24.95	\$34.25	\$18.25	0	0	\$500.00	\$2,150.00	\$750.00	0	\$125 ph	\$250.00 ph or \$750 per day	Yes	
8 Safety First Birmingham	\$30.00	\$22.50	\$22.50	\$32.50	\$17.00	0	0	Pass Through	1 <sup>st</sup> one free \$250.00 per qtr	Pass Through	0	0	\$150.00 ph	Yes	

Drug, Alcohol and Nicotine Testing Services

#PD 11-12.002 – November 16, 2011

Page 2 of 2

**AGREEMENT RELATING TO  
DRUG, ALCOHOL, AND NICOTINE TESTING SERVICES  
PD 11-12.002**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2011, 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 Drug Free Workplaces, Inc., a for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 59-3173782, and whose principal address is 27 West Romana Street, Pensacola, Florida 32502.

**WITNESSETH:**

**WHEREAS**, the County issued an Invitation to Bid seeking bids for Drug, Alcohol and Nicotine Testing Services (PD 11-12.002); and

**WHEREAS**, Contractor was the lowest most responsive and most responsible bidder whose bid met the requirements and criteria set forth in the Invitation to Bid; and

**WHEREAS**, the County desires to enter into an agreement with Contractor for the provision of such services as specified herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence upon the date last executed by the Parties and continue for a term of three (3) years unless terminated earlier pursuant to paragraph 7.
3. **Scope of Services.** Contractor agrees to provide services including, but not limited to, the scope of services outlined in Escambia County's ITB Specification No. P.D. 11-12.002, and corresponding Addendum, attached hereto as Composite Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
4. **Contract Amount.** In exchange for Contractor's provision of the scope of services referenced in Section 2 above, County shall pay Contractor in accordance with the Bid Form, dated November 3, 2011, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B".

5. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the work order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the number of hours expended and the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. **Insurance.** The Contractor is required to carry the following insurance:
- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
  - (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
  - (c) Excess or Umbrella Liability.
  - (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
  - (e) Professional Liability or Malpractice or Errors or Omissions insurance coverage with minimum limits of \$1,000,000.00 per occurrence.
  - (f) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
  - (g) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10. **Notice.** Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Drug Free Workplaces, Inc.  
 Attention: Dr. Carol J. Law  
 27 West Romana Street  
 Pensacola, Florida 32502

To: County  
 Attention: County Administrator  
 221 Palafox Place, Suite 420  
 Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent.

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract of the Contractor.

13. 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.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

15. 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.

16. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the \_\_\_ day of \_\_\_\_\_, 2011, and Drug Free Workplaces, Inc., signing by and through its

President, duly authorized to execute same.

COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Wilson B. Robertson, Chairman

Date: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

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

(SEAL)

This document approved as to form  
and legal sufficiency.

By: [Signature]  
Title: AGA  
Date: 12/1/11

CONTRACTOR:  
DRUG FREE WORKPLACES, INC.

\_\_\_\_\_  
By: Dr. Carol J. Law, President

ATTEST:

By: \_\_\_\_\_  
Corporate Secretary

(SEAL)

ESCAMBIA COUNTY FLORIDA  
INVITATION TO BID  
BIDDER'S CHECKLIST  
DRUG, ALCOHOL AND NICOTINE TESTING SERVICES  
SPECIFICATION PD 11-12.002

• HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

*\* Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:**

- SOLICITATION, OFFER AND AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID FORMS (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID SURETY (BOND, CHECK, ETC.)

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID**

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- PROVIDE A LETTER FROM A SURETY COMPANY LICENSED TO ISSUE BONDS IN THE STATE OF FLORIDA OR THAT HAS AN AGENT LICENSED TO DO BUSINESS IN THE STATE OF FLORIDA INDICATING THE OFFEROR'S BONDING CAPACITY AND BONDING RATING
- ATTACH CURRENT DUN & BRADSTREET FINANCIAL REPORT INCLUSIVE OF DUN & BRADSTREET RATING OR OTHER EVIDENCE OF FINANCIAL STABILITY
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)
- CERTIFICATE OF COMPETENCY
- WRITTEN OPINION OF AN ATTORNEY FROM A FOREIGN STATE AS TO BID PREFERENCES
- CERTIFICATION AND ACKNOWLEDGEMENT LETTER FOR THE RETURN OF CDs AND COPIES OF BUILDING PLANS EXEMPT FROM PUBLIC RECORDS LAW
- BEFORE YOU SUBMIT YOUR BID, HAVE YOU:  
PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

- THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE  
PAYMENT AND PERFORMANCE BONDS

- HOW TO SUBMIT A NO BID

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "REASON FOR NO BID" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR  
BID ONLY.**

DO NOT WRITE IN THESE AREAS

H:\PR\MAST\_DOC\UniformContract\VOL1\Bidder, Check



(Revised 8/28/06)

**ESCAMBIA COUNTY  
FLORIDA**

**INVITATION TO BIDDERS**

**DRUG, ALCOHOL AND NICOTINE TESTING SERVICES**

**SPECIFICATION NUMBER PD 11-12.002**

**BIDS WILL BE RECEIVED UNTIL: 3:00pm, CST, Wednesday, November 16, 2011**

**Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, FL 32591-1591**

**Board of County Commissioners**

**Kevin W. White, Chairman  
Wilson B. Robertson, Vice Chairman  
Grover Robinson, IV  
Gene Valentino  
Marie Young**

**Procurement Assistance:**  
Joe Pillitary, CPPO, CPPB  
Purchasing Coordinator  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place  
Pensacola, FL 32502  
Tel: (850) 595-4878  
Fax: (850) 595-4807  
Website: [www.myescambia.com com/Bureaus/ManagementServices/Vendors.html](http://www.myescambia.com/com/Bureaus/ManagementServices/Vendors.html)

**Technical Assistance:**  
Paulette Stallworth  
Human Resources Supervisor  
Human Resources  
221 Palafox Place  
Pensacola, FL 32502  
Tel: (850) 595-4926  
Fax: (850) 595-4966

**SPECIAL ACCOMMODATIONS:**

**Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).**

**NOTICE**

**It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.**

**DRUG, ALCOHOL AND NICOTINE TESTING  
PROJECT NAME  
PD 11-12.002**

**TABLE OF CONTENTS**

**Forms marked with an (\* Asterisk) must be returned with Offer.  
Forms marked with a (\*\* Double Asterisk) should be returned with Offer.**

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Bid Form *	4
Sworn Statement Pursuant to Section (287.133) (3)(a), <u>Florida Statutes</u> , on Entity Crimes **	6
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Information Sheet for Transactions and Conveyances Corporation Identification **	9
List of General Terms and Conditions (Incorporated by Reference)	11
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**BID FORM**  
**Specification Number PD 11-12.002**  
**DRUG, ALCOHOL AND NICOTINE TESTING SERVICES**

Board of County Commissioners  
 Escambia County, Florida  
 Pensacola, Florida 32502

Date: \_\_\_\_\_

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **Drug, Alcohol and Nicotine Testing** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<b>DESCRIPTION</b>	<b>PRICE</b>
Testing – Includes collection, initial test, confirmation, medical review and reporting	\$ _____ per test
	(alcohol)
	\$ _____ per test
	(drug)
	\$ _____ per test
	(drug - FDLE requirements)
	\$ _____ per test
	(nicotine, if performed in conjunction with drug testing)
	\$ _____ per test
	(nicotine, if performed in individually)

**Random Selection Procedure:**

Set-up Fee \$ \_\_\_\_\_

Maintenance Fee \$ \_\_\_\_\_

Education Materials (Approximately 1000 employees) \$ \_\_\_\_\_

On-Site Supervisory Workshops (Two Annually)  
 (to include travel and related expenses) \$ \_\_\_\_\_

Workshop Training Materials (materials provided for all attendees) \$ \_\_\_\_\_

BCC Policy Reviews and Updates (annually or as requested) \$ \_\_\_\_\_

Consulting (annually and/or as requested with Human Resources and/or County Attorney) \$ \_\_\_\_\_

Deposition and Legal Testimony  
 (To include travel and related expenses) \$ \_\_\_\_\_

SAPA Certification or Similar Certification Yes \_\_\_ No \_\_\_

Please list Certification \_\_\_\_\_

Name of Medical Review Officer \_\_\_\_\_

**Bid Form Continued  
11-12.002**

24-hour contact telephone number \_\_\_\_\_

Testing Location(s) (within Escambia County) \_\_\_\_\_  
\_\_\_\_\_

(PLEASE TYPE INFORMATION BELOW)

**SEAL IF BID IS BY CORPORATION**

State of Florida Department of State Certificate of Authority  
Document Number \_\_\_\_\_

Occupational License No. \_\_\_\_\_

Florida DBPR Contractor's License, Certification and/or  
Registration No. \_\_\_\_\_

Type of Contractor's License, Certification and/or  
Registration \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Terms of Payment  
(Check one) Net 30 Days \_\_\_ 2% 10th Prox \_\_\_

Will your company accept Escambia County Purchasing  
Cards? Yes \_\_\_ No \_\_\_.

Will your company accept Escambia County Direct  
Payment Vouchers? Yes \_\_\_ No \_\_\_.

County Permits/Fees required for this project:

Bidder: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Person to contact concerning this bid:

Phone/Toll Free/Fax # \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Home Page Address: \_\_\_\_\_

Person to contact for emergency service:

Phone/Cell/Pager #: \_\_\_\_\_  
\_\_\_\_\_

Person to contact for disaster service:

Home Address: \_\_\_\_\_  
\_\_\_\_\_

Home Phone/Cell/Pager #: \_\_\_\_\_  
\_\_\_\_\_

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)
- by \_\_\_\_\_  
(print individual's name and title)
- for \_\_\_\_\_  
(print name of entity submitting sworn statement)
- whose business address is

\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is:

\_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_

\_\_\_\_\_

OR produced identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_

My commission expires \_\_\_\_\_

(Type of identification)

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

**Drug-Free Workplace Form**

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:

\_\_\_\_\_  
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

**Check one:**

\_\_\_\_\_ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

\_\_\_\_\_ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

\_\_\_\_\_  
Offeror's Signature

\_\_\_\_\_  
Date

**Information Sheet  
for Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

**Is this a Florida Corporation** (Please Circle One)  
Yes or No

**If not a Florida Corporation,**  
In what state was it created: \_\_\_\_\_  
Name as spelled in that State: \_\_\_\_\_

**What kind of corporation is it:** "For Profit" or "Not for Profit"

**Is it in good standing:** Yes or No

**Authorized to transact business  
in Florida:** Yes or No

State of Florida Department of State Certificate of Authority Document No.: \_\_\_\_\_

**Does it use a registered fictitious name:** Yes or No

**Names of Officers:**  
President: \_\_\_\_\_ Secretary: \_\_\_\_\_  
Vice President: \_\_\_\_\_ Treasurer: \_\_\_\_\_  
Director: \_\_\_\_\_ Director: \_\_\_\_\_  
Other: \_\_\_\_\_ Other: \_\_\_\_\_

**Name of Corporation (As used in Florida):**

\_\_\_\_\_  
(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**  
Post Office Box: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2  
Corporate Identification

**Federal Identification Number:** \_\_\_\_\_  
(For all instruments to be recorded, taxpayer's identification is needed)

**Contact person for company:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_ **Facsimile Number:** \_\_\_\_\_

**Name of individual who will sign the instrument on behalf of the company:**

\_\_\_\_\_  
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

**Title of the individual named above who will sign on behalf of the company:**

\_\_\_\_\_

END

---

(850) 488-9000      Verified by: \_\_\_\_\_      Date: \_\_\_\_\_

(Revised 12/21/01)

**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

**Bid Information** See Home Page URL: <http://www.myescambia.com>  
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
  - 5.01 **Taxes**
  - 5.02 **Discounts**
  - 5.03 **Mistakes**
  - 5.04 **Condition and Packaging**
  - 5.05 **Safety Standards**
  - 5.06 **Invoicing and Payment**
  - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
  - 9.01 **County Procedure on Acceptance of Gifts**
  - 9.02 **Contractors Required to Disclose any Gift Giving**
  - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

**ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**  
**The following General Terms and Conditions are incorporated by reference (continued).**

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

## SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### Instructions to Offerors

#### 1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 11-12.002, "Drug, Alcohol and Nicotine Testing Services", Name of Submitting Firm, Time and Date due.**

**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

#### Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

#### Definitions

**Blackout period** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

**Lobbying** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

### **Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

**Escambia County, FL is seeking a qualified company to provide drug, alcohol and nicotine testing on current and prospective employees of Escambia County.**

### 2. **Procurement Questions**

Procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, (850) 595-4878, (850) 595-4807 no later than 5:00 pm, Thursday, November 10, 2011. Technical questions may be directed to Paulette Stallworth, Human Resource Supervisor, (850) 595-4926, (850) 595-4966.

### 3. **Bid**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

### 4. **F.O.B. Point**

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading (this includes inside delivery if requested) to designated point within Escambia County.

### 5. **Delivery**

Delivery to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

### 6. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
  - 1. The potential for fire, explosion, corrosiveness and reactivity;
  - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
  - 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

7. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court  
Attention: Accounts Payable  
221 Palafox Place  
Pensacola, FL 32502

8. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

**Contract Information**  
**NOTICE**

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

9. **Contract Term/Renewal/Termination**

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

10. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

11. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

12. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for two (2) price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

13. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies, unless otherwise stipulated by the offeror on the bid/proposal form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

14. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

15. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.

The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid form, for less than \$1000.00 per individual transaction.

The County can issue vouchers for less than \$1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid form.

16. **Qualification of Offerors**

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with his offer:

- 1. List previous contracts of similar work with contact person, name of company and telephone number.
- 2. List of facilities available to do the work.
- 3. List Medical Review Officer (Must be licensed doctor of medicine.)
- 4. Substance Abuse Professional Administration Certification or similar type certification.

Failure to submit the above requested information may be cause for rejection of your offer.

17. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

18. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

19. **Award**

Award shall be made on an "all-or-none total" basis.

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

20. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

21. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

22. **Quantity**

Number of times the service is required will vary during the term of this contract. The service will be requested by Escambia County on an "as needed" basis.

**Insurance Requirements**

23. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

**County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

**General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

**General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

**Business Auto Liability Coverage**

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

**Excess or Umbrella Liability Coverage**

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

### **Professional Liability Coverage**

The contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

### **Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:  
Escambia County  
Attention: Joe Pillitary, CPPO, CPPB  
Office of Purchasing, Room 11.101  
P.O. Box 1591  
Pensacola, FL 32591-1591  
Fax (850) 595-4807
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

24. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

**SCOPE OF WORK  
DRUG, ALCOHOL AND NICOTINE TESTING SERVICES**

The Provider agrees as follows:

1.1 To provide the County with their services for the purpose of complying with the rules issued by the Department of Transportation at 49 CFR Parts 382, 391, 392, and 40, in regard to drug and alcohol breath testing for current and prospective employees who operate commercial motor vehicles in the course of County employment and who are subject to commercial driver's license requirements.

1.2 To provide the County with their services for the purpose of compliance with the County's Substance Abuse Policy, Tobacco-Free Hiring Policy and Tobacco-Free Workplace Policy in regard to nicotine testing for current and prospective employees.

1.3 To maintain appropriate professional certification, e.g., Substance Abuse Program Administrators Association (SAPAA) Certification or similar certification. Additionally, medical review officers, collection site persons, breath alcohol technicians, substance abuse professionals, laboratories and evidential breath testing devices must meet and maintain the standards set forth in 49 CFR 40. (For additional information on SAPAA you can go to their web site at [www.sapaa.com](http://www.sapaa.com))

1.4 To remain current with Florida Legislation and comply with all federal, state and local ordinances, including but not limited to: (a) The Occupational Safety and Health Act, 29 CFR 1910, General Industry Standards; (b) Florida Statutes, Chapter 440, Workers' Compensation, particularly with respect to sections regarding the drug free work place; (c) Florida Administrative Code, Rules 38F and 38I; (d) Escambia County Substance Abuse Policy; (e) Escambia County Tobacco-Free Workplace Policy and (f) Escambia County Tobacco-Free Hiring Policy.

1.5 To be available for expert testimony in the event of legal challenges to the validity of results as requested by the County.

1.6 To be available to consult with the County's Human Resources Department and/or the County's Legal Department upon request.

1.7 To perform drug screens by emit with reflexive gas chromatography/mass spectrophotometer (GC/MS) confirmation of all positive test results. To perform alcohol testing as outlined in 49 CFR Part 40. The following drugs shall be included in the screening: amphetamines, cocaine, marijuana, opiates, and phencyclidine. Employees subject to the Florida Department of Law Enforcement (FDLE) requirements shall additionally be screened for barbiturates, benzodiazepines, and methaqualone. To perform the Health Professional Panel drug screens for employees when management believes there is reasonable suspicion of substance abuse and for post-accident purposes.

1.8 To perform random testing based on the following procedures: The County will send the names of the employees eligible for random drug, alcohol and nicotine testing. There are three selection pools to be maintained. One pool (DOT) has approximately 125 employees, the (Non-DOT) pool has approximately 489 and the nicotine pool has approximately 846 employees. The DOT pool will be submitted monthly. The Non-DOT and nicotine pools will be submitted on a quarterly basis to the Provider. The Provider will enter the employees' names into their computer and the computer program will randomly select the employees that are to be tested. The DOT pool draws 50% for drug testing and 10% for alcohol testing. The pool draw is 2% for nicotine testing. The Non-DOT pool draws 50% for drug testing. There will be approximately 308 random drug tests per year and 13 alcohol tests per year. There will be approximately 17 nicotine tests per year. The Provider will handle the entire selection procedure.

- 1.9 To perform new-hire testing for employees who are in safety sensitive and special risk positions.
- 2.0 Set-up fees shall include initial set-up of a database of employees.
- 2.1 To perform all drug, alcohol and nicotine testing at the contractor's facility. Results are to be provided to the County within 2-3 working days after the test. The required times and days for drug and alcohol testing is twenty-four hours, seven days a week; but most are done Monday through Friday from 7:00 a.m. to 5:00 p.m. The required times and days for nicotine testing will be Monday through Friday from 7:00 a.m. to 5:00 p.m.
- 2.2 To provide a facility that shall be available for after hours testing for reasonable suspicion and post accident testing.
- 2.3 To make available the services of a Medical Review Officer (MRO), who is a licensed doctor of medicine with knowledge of substance abuse disorders, laboratory testing procedures and chain of custody collection procedures. The MRO will verify test results and possess the necessary medical training to interpret and evaluate an individual's positive test result in relation to that person's medical history or any other relevant biomedical information.
- 2.4 To make available the services of the MRO who shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication. The MRO shall not disclose to the County or any third party medical information provided by a tested individual to the MRO unless permitted by regulation or, in the MRO's reasonable judgment the information indicates that performance by the individual could pose a significant safety risk.
- 2.5 To ensure all results and records received by the Provider will be kept on file as required by law. Results of the testing program and the test cutoff levels for all employees will be reported to designated management representatives via electronic mail.
- 2.6 To provide at least one on-site supervisory workshop twice a year. This training should last at least two, but no more than four hours. The Florida Department of Transportation (FDOT) requires supervisors to be trained at least 60 minutes on alcohol misuse and receive at least an additional 60 minutes of training on controlled substance use. In consultation with the Human Resources Department, supervisors will use this training to assist them in determining whether or not reasonable suspicion exists. The FDOT training will be held twice annually and shall include the physical behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances. The County will designate additional training topics.
- 2.7 To provide scheduled on-site supervisory workshops and the on-site consultations with the Human Resources Director and/or County Attorney.
- 2.8 To provide educational materials that shall be printed pamphlets covering the topics of Substance Abuse and Drug Testing.
- 2.9 Both parties to this Contract are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint venturer, principal-agent or employer-employee, and neither party shall have the power to bind the other whatsoever beyond the terms of this Contract.
- 3.0 This Contract shall be for three (3) years, unless terminated in accordance with the Special Terms and Conditions.

3.1 If during the term of this Contract there is a significant change in the requirements as a result of regulatory or statutory changes, both parties agree to renegotiate the services and fees provided herein.

3.2 The parties hereto agree the terms hereof are to be construed according to Florida law and that venue for any action arising hereunder shall be appropriate in Escambia County, Florida, where the services provided for herein shall be deemed to be rendered.

3.3 Pursuant to the requirements of Florida Law and Article II of Chapter 46 of the Code of Ordinances of Escambia County, the County's performance and obligations to fund this Contract shall be contingent on an annual appropriation by Escambia County Board of County Commissioners.

3.4 The Provider agrees to invoice the County for services provided under this Contract on a monthly basis.

3.5 The Provider shall submit two (2) copies of its monthly invoice to the County on or before the 25<sup>th</sup> day of each month for work performed during the previous month. The invoice shall be itemized and on a form approved by the Clerk of the Circuit Court's Finance Office.

3.6 That the County shall, within thirty (30) days after approval of the invoice, pay the Provider the amounts approved.

3.7 That the Provider acknowledges that this Contract and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Provider fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Provider and its surety, if any, seven (7) days written notice, during which period the provider still fails to allow access to such documents, terminate the employment of the Provider, in such case, the Provider shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Provider (excluding monies owed the Provider for subcontractor work).

3.8 Neither the Provider nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County, gifts, entertainment, payments, loans, or other gratuities. The Provider acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Provider, the Provider agrees to abide with such statutes.

3.9 The Provider hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee or agent of the Provider now has or will have. Said disclosure shall be made by the Provider contemporaneously with the execution of this Contract and at any time thereafter that such facts become known to the Provider. The Provider at all times shall perform its obligations under this Contract in a manner consistent with the best interests of the County. Failures to abide by this section shall result in the immediate termination of this Contract.

4.0 All other provisions, which, by their inherent character, sense, and context are intended to survive termination of the Contract, and shall survive the termination of the Contract.

4.1 The invalidity or non-enforceability of any portion or provision of this Contract shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Contract and the balance hereof shall be construed and enforced as if this Contract did not contain such invalid or unenforceable portion or provision.

4.2 The Provider shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Contract. Without limiting the generality of the foregoing, the Provider shall observe all rules and regulations, of federal, state, and local officials relating to the subject matter of this Contract.

4.3 The failure of the Provider or the County to insist upon the strict performance of the terms, and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Contract.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING

213 PALAFOX PLACE, 2<sup>nd</sup> Floor  
P.O. BOX 1591  
PENSACOLA, FL 32591-1591  
TELEPHONE (850)595-4980  
(SUNCOM) 695-4980  
(850)595-4805

<http://www.myscambia.com/departments/purchasing>



CLAUDIA SIMMONS  
*Purchasing Manager*

November 2, 2011

To: All Known Bidders

**ADDENDUM NUMBER 1:**

Re: **Drug, Alcohol and Nicotine Testing Services  
Specification Number PD 11-12.002**

Bidders:

We recently sent you an Invitation to Bid on the above mentioned specification.

**This Addendum #1 provides for the following:**

Please replace the Bidders Checklist and the Solicitation, Offer and Award Form with the attached as there are no requirements for bid surety.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

Joe Pillitary, CPPO, CPPB  
Purchasing Coordinator

SIGNED: \_\_\_\_\_

COMPANY: \_\_\_\_\_

JP/lk

Attachments: 2 pages

**ESCAMBIA COUNTY FLORIDA  
INVITATION TO BID  
BIDDER'S CHECKLIST  
DRUG, ALCOHOL AND NICOTINE TESTING SERVICES  
SPECIFICATION PD 11-12.002**

• **HOW TO SUBMIT YOUR BID**

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. INCOMPLETE BIDS ARE NOT ACCEPTABLE. ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

\* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:**

- SOLICITATION, OFFER AND AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID FORMS (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- ~~BID SURETY (BOND, CHECK, ETC.)~~

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID**

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- PROVIDE A LETTER FROM A SURETY COMPANY LICENSED TO ISSUE BONDS IN THE STATE OF FLORIDA OR THAT HAS AN AGENT LICENSED TO DO BUSINESS IN THE STATE OF FLORIDA INDICATING THE OFFEROR'S BONDING CAPACITY AND BONDING RATING
- ATTACH CURRENT DUN & BRADSTREET FINANCIAL REPORT INCLUSIVE OF DUN & BRADSTREET RATING OR OTHER EVIDENCE OF FINANCIAL STABILITY
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)
- CERTIFICATE OF COMPETENCY
- WRITTEN OPINION OF AN ATTORNEY FROM A FOREIGN STATE AS TO BID PREFERENCES
- CERTIFICATION AND ACKNOWLEDGEMENT LETTER FOR THE RETURN OF CDs AND COPIES OF BUILDING PLANS EXEMPT FROM PUBLIC RECORDS LAW
- BEFORE YOU SUBMIT YOUR BID, HAVE YOU:  
PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?
- THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE  
PAYMENT AND PERFORMANCE BONDS

• **HOW TO SUBMIT A NO BID**

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "REASON FOR NO BID" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR  
BID ONLY.**

**DO NOT RETURN WITH YOUR BID**

ADDENDUM 1 11-12.002

**SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\***  
**SOLICITATION, OFFER AND AWARD FORM**      **ESCAMBIA COUNTY FLORIDA**

**SUBMIT OFFERS TO:**

**Joe Pillitary, CPPO, CPPB**  
**Purchasing Coordinator**

Invitation to Bid

Office of Purchasing, 2nd Floor, Room 11.101  
 213 Palafox Place, Pensacola, FL 32502  
 Post Office Box 1591, Pensacola, FL 32591-1591  
 Phone No: (850)595-4878 Fax No: (850) 595-4807

**DRUG, ALCOHOL AND NICOTINE TESTING SERVICES**

**SOLICITATION NUMBER: 11-12.002**

**SOLICITATION**

MAILING DATE: Monday, October 17, 2011

PRE-BID CONFERENCE: NA

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CST, Wednesday, November 16, 2011 and may not be withdrawn within 90 days after such date and time.

**POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

**OFFER (SHALL BE COMPLETED BY OFFEROR)**

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: \_\_\_\_\_

TERMS OF PAYMENT: \_\_\_\_\_

DELIVERY DATE WILL BE \_\_\_\_\_ DAYS AFTER RECEIPT OF PURCHASE ORDER.

REASON FOR NO OFFER: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, ST. & ZIP: \_\_\_\_\_

PHONE NO.: (\_\_\_\_) \_\_\_\_\_

TOLL FREE NO.: (\_\_\_\_) \_\_\_\_\_

FAX NO.: (\_\_\_\_) \_\_\_\_\_

BID BOND ATTACHED \$ NA

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action in any now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County makes final agreement to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

\*\* SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER

(MANUAL)

**\*\*Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

**AWARD**

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

**CONTRACTOR**

Name and Title of Signer (Type or Print)

Name of Contractor

By \_\_\_\_\_  
 Signature of Person Authorized to Sign      Date

ATTEST: \_\_\_\_\_  
 Corporate Secretary      Date

[CORPORATE SEAL]

ATTEST: \_\_\_\_\_  
 Witness      Date

ATTEST: \_\_\_\_\_  
 Witness      Date

**ESCAMBIA COUNTY FLORIDA**

Name and Title of Signer (Type or Print)

By \_\_\_\_\_  
 County Administrator      Date

WITNESS \_\_\_\_\_  
 Date

WITNESS \_\_\_\_\_  
 Date

Awarded Date \_\_\_\_\_

Effective Date \_\_\_\_\_

Revised (7/18/06)

H:\PR\MAST\_DOC\UniformContract\011SolOfferAwardPurA.doc

**BID FORM**  
**Specification Number PD 11-12.002**  
**DRUG, ALCOHOL AND NICOTINE TESTING SERVICES**

Board of County Commissioners  
 Escambia County, Florida  
 Pensacola, Florida 32502

Date: 11/03/11

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Drug, Alcohol and Nicotine Testing as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<b>DESCRIPTION</b>	<b>PRICE</b>
Testing – Includes collection, initial test, confirmation, medical review and reporting	\$ <u>25.00</u> per test (alcohol)
	\$ <u>25.00</u> per test (drug)
	\$ <u>25.00</u> per test (drug – FDLE requirements)
	\$ <u>11.00</u> per test (nicotine, if performed in conjunction with drug testing)
	\$ <u>15.00</u> per test (nicotine, if performed in individually)

**Random Selection Procedure:**

Set-up Fee	<b><u>\$ 0.00</u></b>
Maintenance Fee	<b><u>\$ 0.00</u></b>
Education Materials (Approximately 1000 employees)	<b><u>\$ 0.00</u></b>
On-Site Supervisory Workshops (Two Annually) (To include travel and related expenses)	<b><u>\$ 100.00</u></b> Per Workshop
Workshop Training Materials (materials provided for all attendees)	<b><u>\$ 0.00</u></b>
BCC Policy Reviews and Updates (annually or as requested)	<b><u>\$ 0.00</u></b>
Consulting (annually and/or as requested with Human Resources and/or County Attorney)	<b><u>\$0.00</u></b>
Deposition and Legal Testimony (To include travel and related expenses)	<b><u>\$ 800.00/ per day</u></b>
SAPA Certification or Similar Certification Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	

Please list Certification: SAPACC

Name of Medical Review Officer: Dr. Morris Simhachalam, AAMRO



**Bid Form Continued  
11-12.002**

24-hour contact telephone number : **(850) 434-6168 ProHealth, 3298 Summit #33, Pensacola, FL 32503**

**Testing Location(s) (within Escambia County)**

**ALL TESTING**

Lab Corps. Mon-Fri 7:30 am – 4:00 pm  
3437 N. 12<sup>th</sup> Ave.  
Pensacola, FL 32503  
Telephone: (850) 434-0345 Fax: (850) 438-2184

**POST ACCIDENT TESTING**

Sacred Heart Urgent Care, 8:00 am – 8:00 pm  
6665 Pensacola Blvd.  
Pensacola, FL 32505  
Telephone: (850) 416-2000

Baptist Occupational Health 8:00 am – 6:00 pm  
9400 University Parkway  
Pensacola, FL 32514  
Telephone: (850) 208-6400, Fax: (850) 208-6409

**ALL TESTING**

Lab Corps. Mon-Fri 7:30 am – 4:00 pm  
7140 N. 9<sup>th</sup> Ave.  
Pensacola, FL 32504  
Telephone: (850) 476-7816 Fax: (850) 479-2319

**POST ACCIDENT TESTING**

ProHealth After 8:00 pm  
3298 Summit #33  
Pensacola, FL 32503  
Telephone: (850) 434-6168

West Florida Hospital  
8383 N. Davis Hwy.  
Pensacola, FL 32523  
Telephone: (850) 494-5500 Fax: (850)494-5545

**(PLEASE TYPE INFORMATION BELOW)  
SEAL IF BID IS BY CORPORATION**

State of Florida Department of State Certificate of Authority  
Document Number: **P92000000541**

Occupational License No. **Pensacola – 120405**  
**Escambia - 51988**

Florida DBPR Contractor's License, Certification and/or  
Registration No. **N/A**

Type of Contractor's License, Certification and/or  
Registration **N/A**

Expiration Date: **N/A**

Terms of Payment  
(Check one) Net 30 Days  2% 10<sup>th</sup> Prox

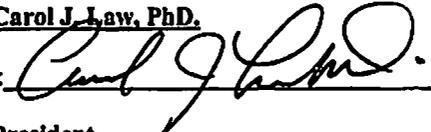
Will your company accept Escambia County Purchasing  
Cards? Yes  No

Will your company accept Escambia County Direct  
Payment Vouchers? Yes  No

County Permits/Fees required for this project: **N/A**

Bidder: **Drug Free Workplaces, Inc.**

By: **Carol J. Law, PhD.**

Signature: 

Title: **President**  
Address: **27 W. Romana St.,**  
**Pensacola, FL 32502**

Person to contact concerning this bid:  
**Carol J. Law, PhD.**  
Phone/Toll Free/Fax#: **Phone (850) 434-3782**  
**Toll Free 1-800-430-3782, Fax (850) 434-8244**  
E-Mail Address: **LAW@drugfreeworkplaces.com**  
Home Page Address: **www.drugfreeworkplaces.com**

Person to contact for emergency service:  
**Carol J. Law, PhD.**  
Phone/Cell/Pager #: **Phone (850) 434-3782**  
**Cell (850) 516-5195**

Person to contact for disaster service:  
**Carol J. Law, PhD.**  
Home Address: **27 Mar Vista Cir.**  
**Pensacola, FL 32507**  
Home Phone/Cell/Pager #: **Home (850) 456-2062**  
**Cell (850) 516-5195**



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1816**

**County Administrator's Report Item #: 12. 12.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 12/08/2011

**Issue:** Purchase Order for Accela Land Management Software Maintenance

**From:** T. Lloyd Kerr, AICP

**Organization:** Development Services

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Purchase Order for Accela Land Records Management Software Maintenance - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board approve and authorize a Purchase Order, in the amount of \$121,251, to Accela, Inc., for proprietary annual software maintenance for Escambia County.

[Funding: Fund 001, General Fund, Cost Center 270102, Information Systems - \$60,625.50 and Fund 406, Building Inspections Fund, Cost Center 250101, Permitting - \$60,625.50]

**BACKGROUND:**

Each year, the Building Inspections Division of the Development Services Department and the Information Technology Division of the Management and Budget Services Department equally share the cost of the annual Accela land records management software maintenance fees for all users in Escambia County. The Maintenance Agreement with Accela, Inc., covers all upgrades and software improvements and releases related to its software. County staff has carefully examined the Maintenance Agreement and determined that it will be beneficial to Escambia County to renew the Maintenance Agreement for all users.

**BUDGETARY IMPACT:**

Funds Available in Fund 001 General Fund, Cost Center 270102 Information Systems, and Fund 406 Building Inspections Fund, Cost Center 250101 Permitting.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provision of the Code of Ordinances of Escambia County, Florida, 1999 Chapter 46, Article 11, Division 3, Section 81, Purchasing and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Building Inspections Division of the Development Services Department and the Information Technology Division of the Management and Budget Services Department will coordinate efforts on behalf of the County.

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**Attachments**

ACCLEA Invoice

IT Approval



**Invoice**

Accela, Inc  
 2633 Camino Ramon, Ste. 120  
 San Ramon, CA 94583

Invoice#	MR052876
Date	10/13/2011
Page	1

**Bill To:**

Escambia County  
 S. Dale Baker  
 Building Inspections Division  
 P.O. Box 17248  
 Pensacola FL 32522-7248

**Ship To:**

Escambia County  
 S. Dale Baker  
 Building Inspections Division  
 P.O. Box 17248  
 Pensacola FL 32522-7248

Purchase Order No.	Customer ID	Salesperson ID	Contract No.	Due Date	Payment Terms
	ESCAMBIA,CO,FL	DEANNE HEATH		12/22/2011	Net 70
Item Number	Description	Quantity	Unit Price	Discount	Ext. Price
AA_MAINT_AUTOMATION	AA_MAINT_LAND MANAGEMENT	95.00	\$ 532.22	\$ 0.00	\$ 50,561.00
AA_MAINT_AUTOMATION	AA_MAINT_LICENSING MODULE	5.00	\$ 2,202.40	\$ 0.00	\$ 11,012.00
AA_MAINT_AUTOMATION	AA_MAINT_ACCELA WIRELESS	40.00	\$ 577.95	\$ 0.00	\$ 23,118.00
AA_MAINT_AUTOMATION	AA_MAINT_ACCELA GIS	100.00	\$ 147.36	\$ 0.00	\$ 14,736.00
AA_MAINT_AUTOMATION	AA_MAINT_CITIZEN ACCESS	1.00	\$ 10,381.00	\$ 0.00	\$ 10,381.00
AA_MAINT_AUTOMATION	AI_MAINT_ACCELA IVR	1.00	\$ 11,443.00	\$ 0.00	\$ 11,443.00
	The Maintenance Fees are for the period: December 22, 2011 to December 21, 2012				

**Remit To:**  
 Accela, Inc  
 # 774375  
 4375 Solutions Center  
 Chicago, IL 60677-4003

**Wiring Instructions**  
 Wells Fargo Bank  
 For credit to: Accela, Inc.  
 Account: 412-1765507  
 ABA: 121000248

<b>Subtotal</b>	\$ 121,251.00
<b>Trade Discount</b>	\$ 0.00
<b>Tax</b>	\$ 0.00
<b>Freight</b>	\$ 0.00
<b>Total</b>	\$ 121,251.00

## Gerald K Wooten

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**From:** Veronica V. Fountain  
**Sent:** Thursday, November 17, 2011 9:09 AM  
**To:** Gerald K Wooten  
**Subject:** RE: Accela Invoice  
**Attachments:** image001.png; image002.png

Good Morning Gerald  
The cost center is 270102. Please let me know if you need anything else.  
Thanks

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**From:** Gerald K Wooten  
**Sent:** Thursday, November 17, 2011 8:44 AM  
**To:** Veronica V. Fountain  
**Subject:** Accela Invoice

Veronica,

I have the invoice for the Accela maintenance due 12/21/2012 in the amount of \$121,251.00. We budgeted \$60,626 in Fund 406. I wanted to verify which cost center to use for the other half. Will it be the same as last year (140101)?

Once I hear back from you I will work on the recommendation.

Thanks,  
Gerald

Gerald K. Wooten, Accountant  
Building Inspections Division - Escambia County Development Services Department



850.595.3586



850.595.3589

Click here to visit us online for fillable required forms or request inspections using our online services:  
<http://www.myescambia.com/Bureaus/DevelopmentServices/BuildingInspectionsDivision.html>

Escambia County is striving to maintain a high level of Customer Service and we would like to hear about your experience with us. Please complete our on-line customer service survey at the bottom of our webpage: <http://www.zoomerang.com/Survey/WEB22CMZHUBH8D/>



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1663**

**County Administrator's Report Item #: 12. 13.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 12/08/2011

**Issue:** Florida Department of Corrections (FDOC) Lease at 3050 North "L" Street

**From:** Joy D. Blackmon, P.E.

**Organization:** Public Works

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Florida Department of Corrections Lease at 3050 North "L" Street - Joy D. Blackmon, P.E., Public Works Department Director

That the Board adopt a Resolution to approve and authorize the Chairman to sign a Lease Agreement between Escambia County and the Florida Department of Corrections (FDOC) for the property located at 3050 North "L" Street, for the term of 30 years, commencing on January 12, 2012.

Rent shall be paid to the County in the amount of \$1 per year.

In January 1972 the Board approved leasing the property located at 3050 North "L" Street to the Florida Department of Health and Rehabilitative Services, which is now the Florida Department of Corrections, to be solely used for the erection of the Community Correctional Center. The Community Correctional Center, now known as the State Work Release Center, was constructed and has been used as agreed upon for the term of the Lease. The current Lease was for 40 years and will expire on January 11, 2012. This action will renew FDOC's Lease for another 30 years, with the sole purpose of the property being used as a State Work Release Center.

**BACKGROUND:**

In January 1972 the Board approved leasing the property located at 3050 North "L" Street to the Florida Department of Health and Rehabilitative Services, which is now the Florida Department of Corrections (FDOC), to be solely used for the erection of the Community Correctional Center. The Community Correctional Center, now known as the State Work Release Center, was constructed and has been used as agreed upon for the term of the lease. The current lease was for forty years and will expire on January 11, 2012. This will renew FDOC's lease for another 30 years, with the sole purpose of the property being used as a State Work Release Center.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Lease Agreement was prepared in conjunction with the County Attorney's Office, Facilities Management and the Florida Department of Corrections. The County Attorney's office has approved as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Current Policy requires Board approval for lease agreements involving County-owned property.

**IMPLEMENTATION/COORDINATION:**

Signatures are required by both parties.

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**Attachments**

FDOC Resol & Lease

RESOLUTION R2011-\_\_\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE LEASE OF REAL PROPERTY TO THE FLORIDA DEPARTMENT OF CORRECTIONS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Escambia County (County) is the owner of a certain parcel of real property (Property) located in Escambia County, Florida, more particularly described in the Lease Agreement attached to this resolution; and

WHEREAS, the Florida Department of Corrections (FDOC), has requested that the County lease the Property to it for a Work Release Center; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the public to lease the Property to FDOC under the terms and conditions stated herein; and

WHEREAS, the lease of the Property from the County to FDOC is authorized pursuant to Section 125.38, Florida Statutes.

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

Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. The County shall lease the Property to FDOC for thirty (30) years at an annual rent of One Dollar (\$1.00), and otherwise in accordance with the terms of the Lease Agreement attached to this Resolution.

Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

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

~~Kevin W. White~~ Chairman  
Wilson B. Robertson

ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court

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

This document approved as to form and legal sufficiency.

By: [Signature]  
Title: Asst. County Attorney  
Date: Oct 21, 2011

LEASE AGREEMENT BETWEEN ESCAMBIA COUNTY  
AND  
THE FLORIDA DEPARTMENT OF CORRECTIONS

THIS LEASE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between the Florida Department of Corrections (FDOC) and Escambia County, a political subdivision of the State of Florida (County).

1. Property Leased. The County leases to FDOC that portion of the property located at 3050 North L Street, Pensacola, Florida, more particularly described in the attached Exhibit A (“Property”).

2. Term. The term of the Lease shall be for thirty (30) years, commencing on the date that this Lease is executed by County.

3. Rent. FDOC shall pay to the County rent in the amount of One Dollar (\$1.00) per year.

4. Construction of Improvements. No new permanent improvements shall be constructed on the Property unless FDOC first obtains written authorization from the County. FDOC shall be responsible for obtaining all permits necessary for any construction or improvements. Upon termination or expiration of this Lease, any such improvements not removed by FDOC shall become the property of the County and may be disposed of by the County in any manner it deems appropriate.

5. Maintenance and Utilities. FDOC shall be responsible, at its own expense, for maintaining the Property and any improvements constructed thereon in a neat, safe, and orderly condition and in good repair. FDOC shall be responsible for all utility service charges related to its use of the Property.

6. Inspection. FDOC shall regularly inspect the Property and any improvements thereon and promptly correct any situation that would reasonably be perceived to represent a danger or hazard to persons or to the Property. FDOC accepts the Property “as is” on the date of this Lease with no warranties regarding suitability of use.

7. Liability. The Parties intend that all costs and expenses associated with FDOC’s use and occupancy of the Property be borne by FDOC. However, nothing in this Lease shall be construed as an indemnity or waiver of either Party’s sovereign immunity as provided in Section 768.28, Florida Statutes.

8. Use of Premises. FDOC shall use the Property solely as a Work Release Center and for no other purpose.

9. Termination. If FDOC ceases to use the Property as a Work Release Center for a period of one hundred eighty (180) days, the Lease shall automatically terminate and the Property and any improvements constructed by FDOC during the term of this Lease shall revert to the County free and clear of any claims of FDOC. This Lease may be terminated at any time by either Party upon one hundred eighty (180) days prior written notice. Upon termination, FDOC shall return the Property to the condition that existed on the date that this Lease commenced.

10. Notices and Correspondence. Notices and correspondence to the County and FDOC under this Lease will be addressed to, mailed, or delivered to the following:

**COUNTY:**

County Administrator  
Escambia County, Florida  
221 Palafox Place  
Pensacola, Florida 32502

**FDOC:**

Land Administration  
Bureau of Procurement & Supply  
501 S. Calhoun Street  
Tallahassee, FL 32399

With a copy to:

County Attorney  
Escambia County Attorney's Office  
221 Palafox Place, Suite 430  
Pensacola, Florida 32502

Notices will be personally delivered or by U.S. Mail. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by overnight mail will be deemed to have been delivered the next day. Each party may change its address from time to time by written notice to the other as specified above.

11. Right of Entry. The County, its officers, agents, employees, representatives and contractors shall have the right, at all reasonable times, to enter upon the Property for the purpose of inspecting and observing use of the Property as long as such inspections and observations do not interfere with FDOC's use of the Property.

12. Compliance with Laws. FDOC agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations applicable to the Property and its proposed use.

13. Entire Agreement. This Lease contains the entire agreement between the parties hereto regarding the subject matter referenced herein and supersedes all prior oral and written agreements between them regarding such matters. This Lease may be modified only by an amendment in writing, dated and signed by the County and FDOC after the date hereof. FDOC 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.

14. Assignments and Subleases. This Lease shall not be assigned or subleased.

15. Dispute Resolution. Each Party shall bear its own attorney's fees in connection with any litigation or other dispute resolution proceeding related to this Lease or FDOC's use of the Property. Venue for any litigation or dispute resolution proceeding shall be in Escambia County, Florida.

16. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

17. Miscellaneous. The captions, headings and paragraph titles in this Lease are for the convenience of reference only, and are not intended in any way to restrict, affect, or interpret the provisions of any paragraph of this Lease. If any term, provision, covenant, or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, provision, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term, provision, covenant, or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law. The parties agree this Lease shall be construed in accordance with the laws of the State of Florida and shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared any or all of the terms and conditions contained herein.

IN WITNESS WHEREOF, the County and FDOC have caused this Lease to be executed by their duly authorized representative as of the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

Kevin W. White, Chairman  
Wilson B. Robertson

Deputy Clerk

This document approved as to form and legal sufficiency.

By [Signature]  
Title Asst. County Attorney  
Date Oct. 21, 2011

FLORIDA DEPARTMENT OF CORRECTIONS

Witness Bradie M. Strickland  
Print Name Bradie M. Strickland

Witness Jana F. Davis  
Print Name Jana F. Davis

[Signature]  
By: Kenneth S. Tucker  
Title: Secretary

STATE OF Florida

COUNTY OF Leon

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of October, 2011, by Kenneth S. Tucker as Secretary on behalf of the Florida Department of Corrections, who  is personally known to me, or  has produced current \_\_\_\_\_ as identification.



AMY ULSHAHER  
MY COMMISSION # EE 128300  
EXPIRES: September 7, 2015  
Bonded Title Budget Notary Services

[Signature]  
Signature of Notary Public  
Amy Ulshaker  
Printed Name of Notary Public

(Notary Seal)

DEPARTMENT OF CORRECTIONS  
APPROVED AS TO FORM AND LEGALITY  
[Signature] 10/21/11  
GENERAL COUNSEL

Legal Description for Amended Lease  
Area for Pensacola Work Release Center  
Florida Department of Corrections  
A Portion of Parcel 17-2S-30-5016-000-002

**EXHIBIT "A"**

Commence at the Northeast corner of Lot 15, Section 17, Township 2 South, Range 30 West; thence South along the East line of said Lot 15 for a distance of 300.00 feet; thence Easterly deflecting at an angle of  $90^{\circ}48'30''$  left for a distance of 60.00 feet; thence Southerly deflecting at an angle of  $90^{\circ}48'30''$  for a distance of 227.30 feet for the Point of Beginning; thence Easterly deflecting at an angle of  $89^{\circ}48'$  for a distance of 361.00 feet; thence Southerly deflecting at an angle of  $89^{\circ}48'$  for a distance of 155.00 feet; thence Westerly deflecting at an angle of  $90^{\circ}12'$  for a distance of 40.00 feet; thence Southerly deflecting at an angle of  $90^{\circ}12'$  for a distance of 88.00 feet; thence Westerly deflecting at an angle of  $90^{\circ}12'$  for a distance of 321.00 feet; thence Northerly deflecting at an angle of  $89^{\circ}48'$  for a distance of 243.00 feet to the Point of Beginning, containing 1.93 acres, more or less.



ESCAMBIA COUNTY  
 ENGINEERING DEPARTMENT  
 LWG 10/08/07 DISTRICT 3



SKETCH SHOWING LEASE AREA  
 SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST,  
 ESCAMBIA COUNTY, FLORIDA



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1803**

**County Administrator's Report Item #: 12. 14.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 12/08/2011

**Issue:** Approval of Contract for Sale and Purchase and Execution of Documents for Parker Custom Built Homes, Inc., Located in Brookhollow Subdivision

**From:** Joy D. Blackmon, P.E.

**Organization:** Public Works

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Approval of Contract for Sale and Purchase and Execution of Documents for Parker Custom Built Homes, Inc., Located in Brookhollow Subdivision - Joy D. Blackmon P. E., Public Works Department Director

That the Board take the following action regarding the acquisition of three contiguous parcels of real property (totaling approximately 1.05 acres), located in Brookhollow Subdivision, from Parker Custom Built Homes, Inc., as approved by the Board at a regular scheduled meeting on September 15, 2011:

- A. Approve the Contract for Sale and Purchase for the acquisition of three contiguous parcels of real property located in Brookhollow Subdivision, totaling approximately 1.05 acres; and
- B. Authorize the Chairman or Vice Chairman to execute the Contract for Sale and Purchase and any documents necessary to complete the acquisition of this property without further action of the Board.

[Funding Source: Fund 352, "LOST III", Account 210107/56101/56301, Project No.10EN0455 and Project No. 10EN0275]

**BACKGROUND:**

Meeting in regular session on September 15, 2011, the Board authorized staff to prepare a Contract for Sale and Purchase, which includes an offer to purchase the three lots for the negotiated amount of \$85,000. The owners have agreed to this offer and the terms and conditions contained in the Contract for Sale and Purchase. Staff is requesting Board approval of the Contract for Sale and Purchase.

**BUDGETARY IMPACT:**

Funds for this project are available in Fund 352, "LOST III", Account 210107/56101/56301, Project No.10EN0455 and Project No. 10EN0275.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office will prepare the closing documents and will conduct the closing for the purchase of this property. The Contract for Sale and Purchase was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney on November 18, 2011.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, Staff will maintain compliance with Section 46-139 of the County Codes.

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**Attachments**

Contract

Public Disclosure Interest

BCC Action 10-6-11

appraisal

Checklist

aerial view map

## **CONTRACT FOR SALE AND PURCHASE**

This is a Contract for Sale and Purchase ("Contract"), between PARKER CUSTOM BUILT HOMES, INC., a Florida profit corporation, by Ronald V. Parker, President, whose address is 2711 Stallion road, Cantonment, FL 32533 ("Seller"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. **AGREEMENT.** Seller agrees to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on \_\_\_\_\_, 2011.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is Eighty Five Thousand Dollars (\$85,000.00), payable to Seller at closing.

3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE.** If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. **TITLE EVIDENCE.** Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.

5. **SELLER'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS.** Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller' Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. **COSTS AND EXPENSES.** Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Seller); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. **BROKERS.** Neither Buyer nor Seller have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. **CONVEYANCE AND TRANSFER OF TITLE.** Seller shall convey title to the Property by Warranty Deed.

10. **CLOSING.** This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. **CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE.** At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Seller are not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller have no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. **ATTORNEYS' FEES; COSTS.** Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. **SURVIVAL.** All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. **ASSIGNABILITY.** Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. **RISK OF LOSS.** The risk of loss to the Property is the responsibility of Seller until closing.

17. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. **OTHER AGREEMENTS.** No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. **NOTICES.** Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

Office of the County Engineer  
Real Estate Division  
1190 West Leonard Street, Suite 1  
Pensacola, Florida 32501

TO SELLER:

Ronald V. Parker  
2711 Stallion Road  
Cantonment, FL 32533

WITH A COPY TO:

Escambia County Attorney's Office  
221 Palafox Place, Suite 430  
Pensacola, Florida 32502

20. **COUNTERPARTS.** The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

21. **THIRD PARTY LEASES AND CONTRACTS.** Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. **SURVEY.** Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. **INSPECTION OF PROPERTY.** Upon reasonable notice and without disruption of Seller' current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agree to return any deposit paid by Buyer. Seller warrant that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. **ACCESS.** Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

25. **OCCUPANCY AND POSSESSION.** Seller warrants delivery of possession of the Property to Buyer at closing.

26. **CONDEMNATION.** Seller convey by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. **FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT.** Seller agree to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal

Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

**THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**

**THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.**

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

This document approved as to form  
and legal sufficiency,

By: *SB West Asst County Attorney*  
Title: Assistant County Attorney  
Date: November 18, 2011

**ESCAMBIA COUNTY, FLORIDA by and  
through its duly authorized BOARD OF  
COUNTY COMMISSIONERS**

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

\_\_\_\_\_  
Wilson B. Robertson, **Chairman**

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

Date: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

**SELLER:**

**PARKER CUSTOM BUILT HOMES,  
INC., a Florida Profit Corporation**

*Peggy Parker*  
\_\_\_\_\_  
Witness

By: *Ronald V. Parker*  
\_\_\_\_\_  
**RONALD V. PARKER**

*Peggy Parker*  
\_\_\_\_\_  
Print Name

Title: President

*[Signature]*  
\_\_\_\_\_  
Witness

Date 10/18/11

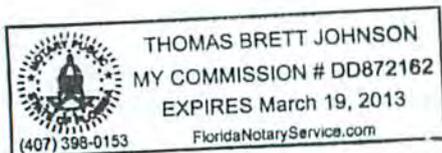
*Connie Parker*  
\_\_\_\_\_  
Print Name

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of October,  
2011, by Ronald V. Parker. He  is personally known to me,  produced current  
as identification.

(Notary Seal)

*[Signature]*  
\_\_\_\_\_  
Signature of Notary Public



**EXHIBIT "A"**

**Lots 2, 3 and 4, Block B, Brookhollow Subdivision, being a subdivision of Section 21, Township 1 North, Range 30 West, Escambia County, Florida, as recorded in Plat Book 10 at Page 1 of the public records of said Escambia County, Florida.**

**PUBLIC DISCLOSURE OF INTEREST**

THIS PUBLIC DISCLOSURE OF INTEREST IS MADE PURSUANT TO SECTION 286.23, FLORIDA STATUTES (1997) UNDER OATH TO ESCAMBIA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS.

1. THAT I, PARKER CUSTOM BUILT HOMES, INC., A PROFIT FLORIDA CORPORATION By: Ronald V. Parker, President

2. THAT I OWN PROPERTY LISTED AS TAX NUMBER 21-1N-30-3500-004-002, 21-1N-30-3500-003-002, & 21-1N-30-3500-002-002

THAT THE FOLLOWING INDIVIDUALS HAVE AN INTEREST IN THE REAL PROPERTY DESCRIBED IN EXHIBIT A:

A. RONALD V. PARKER 2711 STALLION RD. GUNTOURNE, FL. 32537  
(NAME) (ADDRESS)

RELATIONSHIP/INTEREST: 100%

B. \_\_\_\_\_  
(NAME) (ADDRESS)

RELATIONSHIP/INTEREST: \_\_\_\_\_

C. \_\_\_\_\_  
(NAME) (ADDRESS)

RELATIONSHIP/INTEREST: \_\_\_\_\_

D. \_\_\_\_\_  
(NAME) (ADDRESS)

RELATIONSHIP/INTEREST: \_\_\_\_\_

3. THAT THIS DISCLOSURE HAS BEEN MADE AT LEAST 10 DAYS PRIOR TO THE SALE OF ANY REAL PROPERTY INTEREST AS DESCRIBED IN EXHIBIT "A" TO ESCAMBIA COUNTY, FLORIDA.

PARKER CUSTOM BUILT HOMES,  
INC., a Florida Profit Corporation

Witness *Carl*  
Print Name Carrie Parker

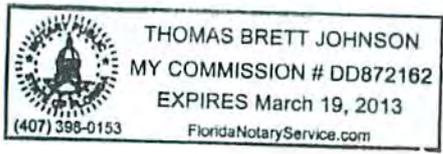
Witness *Peggy Parker*  
Print Name Peggy Parker

By: *Ronald V Parker*  
Robert V. Parker, President  
**RONALD** *rip*

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of November, 2011, by Ronald V. Parker who is personally known to me, ( ) produced current State of Florida driver=s license as identification, or ( ) produced current \_\_\_\_\_ as identification.

*T. Brett Johnson*  
Signature of Notary Public  
Thomas Brett Johnson  
Printed Name of Notary Public



Commission Expires March 19, 2013  
Commission No DD872162

**EXHIBIT "A"**

Lots 2, 3 and 4, Block B, Brookhollow Subdivision, being a subdivision of Section 21, Township 1 North, Range 30 West, Escambia County, Florida, as recorded in Plat Book 10 at Page 1 of the public records of said Escambia County, Florida.

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

29. Recommendation: That the Board take the following action regarding the acquisition of three parcels of real property, located in Brookhollow Subdivision, from Parker Custom Built Homes, Inc.; meeting in regular session on September 17, 2009, the Board approved the recommendation presented to the Committee of the Whole on September 10, 2009, authorizing staff to initiate the purchase process for property located in Brookhollow Subdivision; this area of the County, near and in the Brookhollow Subdivision, has a history of stormwater drainage problems (Funding Source: Fund 351, Local Option Sales Tax [LOST] II, Account 210105/56101/56301, Project 10EN0275; and Fund 352, LOST III, Account 210107/56101/56301, Project 10EN0455):
- A. Authorize staff to make an offer to Parker Custom Built Homes, Inc., to purchase three parcels of real property (totaling approximately 1.05 acres) for \$85,000, which is \$10,000 above the appraised amount of \$75,000; and
  - B. Approve requiring the owners to accept any offer authorized by the Board within 30 days from the date of this Board action and pay closing costs of documentary stamps.

**Approved 4-0, with Commissioner Young absent**

30. Recommendation: That the Board take the following action concerning the lease of property with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the Perdido Key Fire Station (Funding Source: Fund 143, Fire Protection / Cost Center 330206, Fire Dept. Pd. / Object Code 54901, Other Current Charges and Obligations):
- A. Approve the *Release of Lease No. 3650* to terminate the existing Lease for the property, due to expire in 2018;
  - B. Approve the *Lease Agreement*, Lease Number 4685, for a 30-year lease of the same property, due to expire in 2041, for an annual administrative fee of \$300; and
  - C. Authorize the Chairman to sign both documents.

**Approved 4-0, with Commissioner Young absent**

# SUMMARY APPRAISAL REPORT

**3 VACANT RESIDENTIAL LOTS WITHIN  
BROOKHOLLOW SUBDIVISION**

**LOCATED ALONG WEST TEN MILE ROAD  
IN CANTONMENT, ESCAMBIA COUNTY, FLORIDA**

**AS OF APRIL 28, 2011**

B&A File: VR11DS6531-12



PREPARED FOR  
**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY FLORIDA  
213 PALAFOX PLACE, 2ND FLOOR  
PENSACOLA, FLORIDA 32591-1591**

BY  
**BRANTLEY & ASSOCIATES**

**REAL ESTATE APPRAISAL CORPORATION**

100 NORTH SPRING STREET POST OFFICE 12505 PENSACOLA, FLORIDA 32591-2505  
PHONE: (850) 433-5075 FAX: (850) 438-0617 EMAIL: shawnbrantley@brantleyassociates.com



R. SHAWN BRANTLEY, MAI



Individual Member

# BRANTLEY & ASSOCIATES

## REAL ESTATE APPRAISAL CORPORATION

**R. SHAWN BRANTLEY, MAI, CCIM**  
FL: STATE-CERTIFIED GENERAL APPRAISER RZ289  
AL: CERTIFIED GENERAL REAL PROPERTY APPRAISER, G00419

**BARBARA M. MARTIN, MAI**  
STATE-CERTIFIED GENERAL APPRAISER RZ2552

**BARBARA S. BRANTLEY, CPA**  
ADMINISTRATION & FINANCE

**BRUCE A. BLACK**  
STATE-CERTIFIED GENERAL APPRAISER RZ2714

May 3, 2011

Larry Goodwin  
Board of County Commissioners  
Escambia County Florida  
213 Palafox Place, 2nd Floor  
Pensacola, Florida 32591

Re: Summary Appraisal Report of 3 Vacant Residential Lots within Brookhollow residential subdivision in Cantonment, Escambia County, Florida. B&A File: VR11DS6531-12

Dear Mr. Goodwin:

Per your request, we have inspected the above referenced property and have investigated the market for pertinent data for the purpose of obtaining an opinion of the market value of the subject property as of a current date.

Our valuation of the subject property consists of three vacant residential lots within the Brookhollow subdivision, which is located in Cantonment, Escambia County, Florida.

The property rights appraised are the fee simple estate. Based on our investigation and our analysis of the information gathered, our opinion of the market value of the subject property, as of April 28, 2011, is:

**FINAL VALUE OPINION**  
**SEVENTY-FIVE THOUSAND DOLLARS**  
**\$75,000**

The above value opinion is subject to the limiting conditions and general assumptions contained in this appraisal.

The appraisal has been made in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) and with the Code of Professional Ethics of the Appraisal Institute. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount, which would result in the approval of a loan.



R. SHAWN BRANTLEY, MAI

100 NORTH SPRING STREET · POST OFFICE BOX 12505 · PENSACOLA, FLORIDA 32591  
PHONE (850) 433-5075 · FAX (850) 438-0617 · EMAIL: shawnbrantley@brantleyassociates.com

Mr. Larry Goodwin

May 3, 2011

This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice for a Complete Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The appraiser is not responsible for unauthorized use of this report.

We appreciate the opportunity of doing this work for you, and if there should be any questions, please do not hesitate to call.

Sincerely,



R. Shawn Brantley, MAI, CCIM  
State-Certified General Appraiser  
Florida # RZ289



David C. Singleton  
Registered Trainee Appraiser  
Florida # RI23431

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## SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PROPERTY IDENTIFICATION: 3 Vacant Residential Lots within Brookhollow subdivision in Cantonment, Florida.

LOCATION OF PROPERTY: The subject's 3 lots are located within the Brookhollow residential subdivision, along the north side of West Ten Mile Road in Cantonment, Escambia County, Florida.

OWNERSHIP: Parker Custom Built Homes Inc.  
2711 Stallion Road  
Cantonment, Florida 32533

PURPOSE OF APPRAISAL: To obtain an opinion of the market value of the subject property as of a current date.

PROPERTY RIGHTS APPRAISED: Fee Simple

LAST DATE OF INSPECTION: April 28, 2011

DATE OF VALUATION: April 28, 2011

DATE OF REPORT: May 3, 2011

ZONING: V-3, Villages Single Family Residential High Density (County Zoning)

FUTURE LAND USE: MU-S, Mixed Use

LAND AREA: 3 Lots, each 0.35 Acre

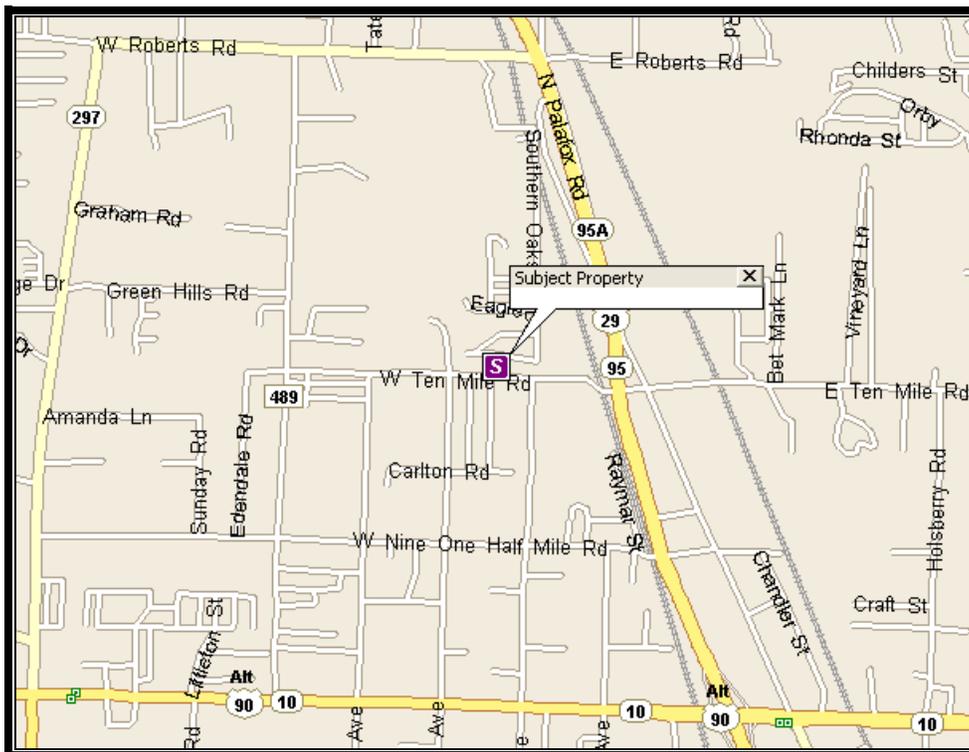
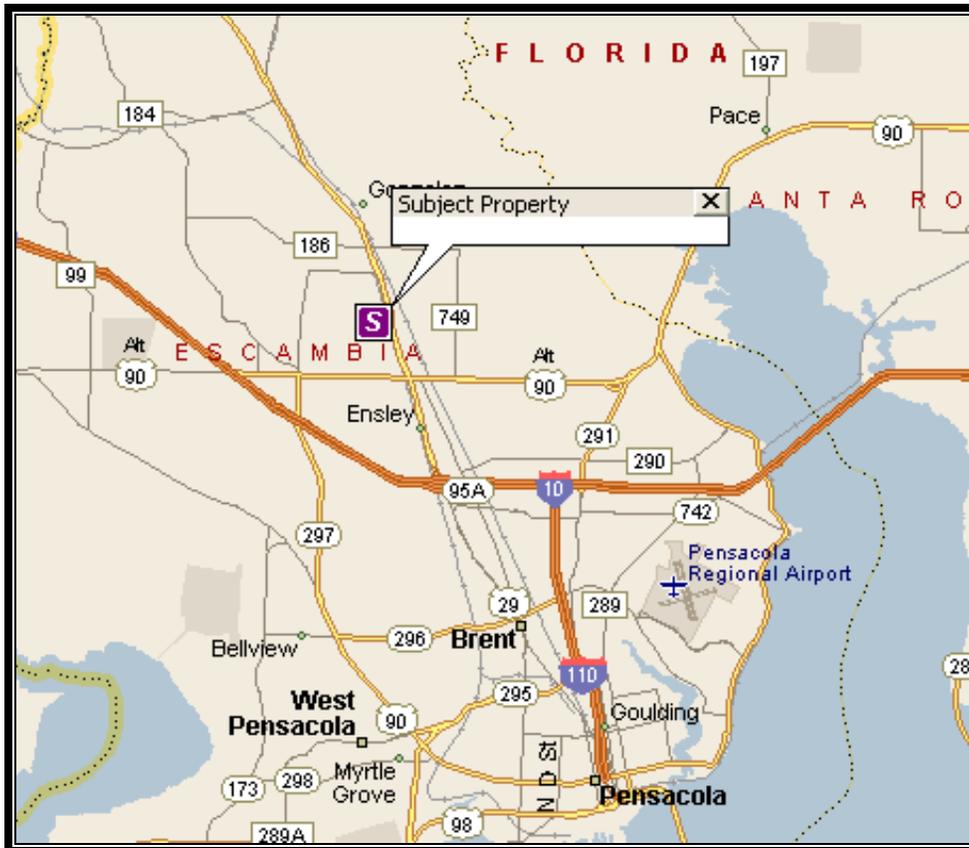
IMPROVEMENTS: None

HIGHEST AND BEST USE: Residential Development

VALUATIONS:

FINAL VALUE OPINION: \$75,000

# LOCATION MAPS





## SOIL SURVEY



(Location of subject property is only an estimate)

Symbol	Soil	Slope %	Drainage	Soil Material & Characteristics
26	Poarch sandy loam	5-8	Well-drained	This very deep, well-drained soil is on moderately sloping side slopes of ridges in the central and northern parts of the county. Moderate water capacity; moderately slow permeability; does not flood. Suited for cultivated crops, pasture use, growth of hay, slash, loblolly, and longleaf pines, and most urban and recreational uses.
54	Troup-Poarch complex	8-12	Somewhat excessive	Located on strongly sloping hillsides in Central and Northern Escambia County. The soil is found on shoulder slopes and upper side slopes. Has moderate water capacity, moderately slow water permeability and does not flood. Not suitable for cultivated crops, urban or recreational uses due to sandy texture and poor septic ability during wet periods. Suited to pasture use, growth of hay, and slash, loblolly and longleaf pines.

# FLOOD MAP



According to the above FEMA Flood Map, the subject is within flood zone "X", which is an area of minimal flood probability

**PHOTOGRAPHS OF SUBJECT PROPERTY**



Lot 3, northern view, 04/28/2011



Lots 2, 3 and 4, northeastern view, 04/28/2011

**PHOTOGRAPHS OF SUBJECT PROPERTY**



West Ten Mile Road, subject lots on right, western view, 04/28/2011



West Ten Mile Road, subject lots on left, eastern view, 04/28/2011

## **LEGAL DESCRIPTION**

A copy of the Brookhollow subdivision is recorded within the public records of Escambia County at Plat Book 10, Page 1. The subject lots to be appraised are the following lots as indicated within the Plat Map of Brookhollow: Lots 2, 3 and 4, Block B (total of 3 lots). A copy of the subdivision plat is included within the exhibits section presented earlier in this report. The legal description is also found in the Warranty Deed of the most recent transfer of the subject property. This deed is recorded in OR Book 5818, Page 87 in the Escambia County Florida public records and is included in the addenda of this report for the reader's review.

## **FUNCTION AND INTENDED USER OF APPRAISAL**

It is our understanding this appraisal will be used for assisting the client, the Escambia County Florida Board of Commissioners, in determining the market value of the subject property for a possible purchase transaction.

## **SCOPE AND EXTENT OF DATA COLLECTION AND ANALYSIS**

The scope of the appraisal encompasses the necessary research and analysis to prepare a report in accordance with the intended use. Primary data concerning region, neighborhood and the property was obtained through discussions with city and county government officials, Escambia County Property Appraiser, Escambia Planning and Zoning Department, Escambia County Public Records, Escambia County Tax Collector, GIS and aerial maps and local utility companies. Secondary data was obtained from the Chamber of Commerce, Realtor Publications and Metro Market Trends (a local data

base company). For this appraisal assignment, the subject property was identified to the best of our ability utilizing available information from the plat maps recorded at Plat Book 10, Page 1 in the public records of Escambia County.

This firm has completed numerous appraisal assignments in the subject neighborhood and we have compiled considerable data for it. Much of the data incorporated in this appraisal analysis has come from our files and was updated / expanded as necessary in performing our appraisal analysis.

The nature of the market data collected has been determined based upon a thorough inspection of the subject property and resulting highest and best use analysis. For this summary appraisal report, data collected during inspection of the subject property includes extensive observation and photographing. Within the confines of this analysis, the appraiser has made an examination of all available and pertinent market data that could be located within a minimum time frame of at least six months before the effective date of the appraisal. However, this search has been extended substantially in many areas, in order to obtain a sufficient quantity of market data. The search was limited to Escambia County, with the most emphasis placed on those areas most proximate or similar to the subject. Also, the selection of the data reported is limited to that data which the appraiser considers relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein.

Research of comparables included residential lots within Escambia County in accordance with the highest and best use. The time period of our search included the present date back to January 2010. Data sources employed include discussions with city and county government officials, Escambia County Property Appraiser, Escambia County and City of Pensacola Planning and Zoning Departments, Escambia County

Public Records, Escambia County Tax Collector, GIS and aerial maps, Realtor Publications, Metro Market Trends, Multiple Listing Service, and local utility companies.

After considering our analysis of the data and utilizing the sales comparison a final opinion of the market value of the 3 subject lots was made. The report is prepared in compliance with the Uniform Standards of Professional Appraisal Practice. The format used is a summary appraisal report.

## **DEFINITION OF MARKET VALUE**

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1) buyer and seller are typically motivated;
- 2) both parties are well informed or well advised and each acting in what they consider their own best interests;
- 3) a reasonable time is allowed for exposure in the open market;
- 4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."<sup>1</sup>

## **EXPOSURE TIME**

The above definition assumes a reasonable exposure time during which the subject would have been offered on the market prior to the hypothetical consummation of a sale, at market value, on the effective date of the appraisal. Based upon a retrospective estimate, the appraiser has concluded an exposure time of from six to twelve months.

---

<sup>1</sup> *Uniform Standards of Professional Appraisal Practice* as promulgated by the Appraisal Standards Board of the Appraisal Foundation (1/1/08-12/31/09).

## **MARKETING PERIOD**

The reasonable marketing time is an estimate of the length of time it might take to sell the subject property at the above estimated market value level during the period immediately after the effective date of the appraisal. This marketing time has been estimated at six to twelve months for the subject property, based upon presently available market information.

## **PROPERTY RIGHTS TO BE APPRAISED**

All present and future benefits and rights of the property in fee simple unencumbered title, free and clear of all leases, mortgage indebtedness, other liens or special assessments against the property.

## **ZONING, LAND USE PLAN, AND CONCURRENCY**

The subject property is subject to Escambia County jurisdiction and is within the V-3, Villages Single Family Residential High Density district. According to the Escambia County Land Development Code, the purpose of the V-3 district is:

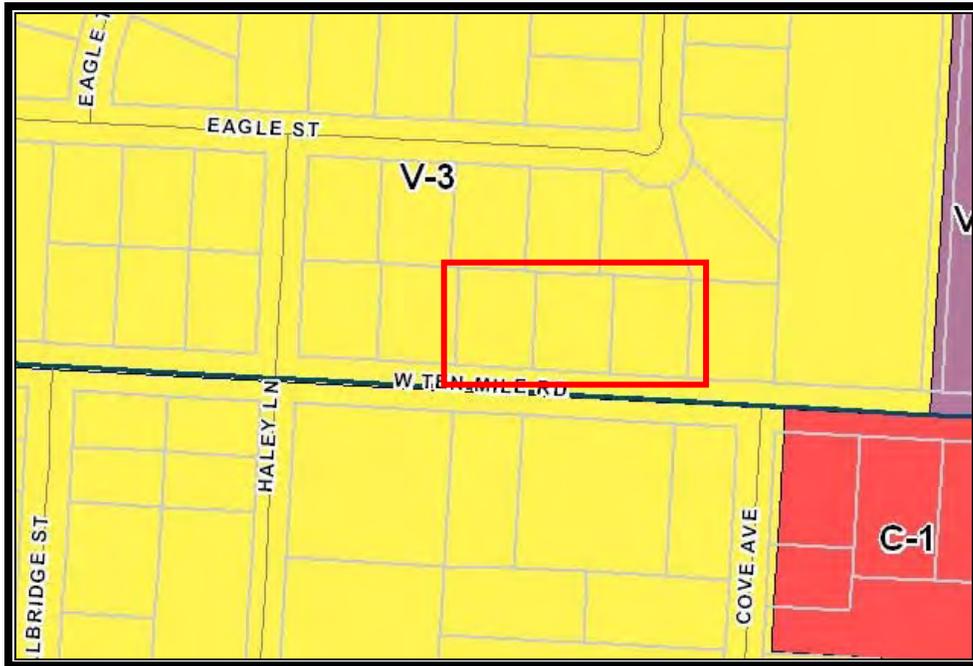
Single-family detached residential district characterized by urban land development patterns with residential subdivision densities varying from one unit per acre to five units per acre. Mobile homes are not allowed. No minimum lot size is required for new subdivisions, but development must meet overall maximum density requirements. V-2A may be used in any AIPD overlay area with a compatible future land use designation. Density will be determined by the accident potential zone density allowed for their property, not to exceed three d.u./acre.

A complete summation of allowable uses and pertinent development guidelines for the V-3 zoning district is included within the addenda of this report. Highlights are as follows:

Permitted Uses:

1. Single-family detached dwellings and their customary accessory structures.
2. Private marina.
3. Family day care homes and family foster homes.
4. Golf courses.
5. Country clubs and their customary accessory uses.
6. Places of worship.

CURRENT ZONING MAP



Future Land Use - The subject property is located within the MU-S future land use designation. This designation is consistent with the previously stated zoning classification.

## FUTURE ZONING MAP



Concurrency - Development orders or permits require a Certificate of Concurrency with approval contingent upon a finding that adequate public facilities (e.g., roadways, water/sewer, parks, drainage, and waste) will be available concurrent with the impact of the proposed development. We are not aware of any concurrency issues associated with this location.

In summary, the subject property contains a total of 3 vacant residential lots within the Brookhollow residential subdivision. The plat map for the subject property is recorded at Plat Book 10, Page 1 of the Public Records of Escambia County.

Restrictions: No deed restrictions or subdivision covenants for Brookhollow subdivision could be found in the public records of Escambia County Florida.

## ASSESSMENT AND TAXES

Each of the subject's 3 lots is assessed to Parker Custom Built Homes Inc., whose mailing address is listed as 2711 Stallion Road in Cantonment, Florida 32533. Below, we present the most recent year 2010 assessment and tax data for the subject's lots.

<b>SUMMARY OF YEAR 2010 ASSESSMENTS AND TAXES FOR THE SUBJECT'S 3 LOTS</b>				
PARCEL NUMBER	ASSESSMENT	LAND	IMPROVEMENTS	TAXES
211N303500002002	\$23,750	\$23,750	None	\$379.57
211N303500003002	\$23,750	\$23,750	None	\$379.57
211N303500004002	\$23,750	\$23,750	None	\$379.57
<b>TOTALS</b>	<b>\$71,250</b>	<b>\$71,250</b>	<b>NONE</b>	<b>\$1,138.71</b>

The 2010 assessment for the subject lots is \$23,750/lot or \$71,250 total. The 2010 tax liability for each lot is \$373.57 or a total of \$1,138.71. Compared to similar properties, the assessment and tax liability appears reasonable.

## HISTORY OF PROPERTY

The subject's three lots have been under the current ownership since 2006 per public records. A warranty deed recorded in OR Book 5818, Page 87 indicates that Parker Custom Homes Inc. (grantee) purchased the three subject lots on January 10, 2006 for \$99,000 (\$33,000/lot) from Derrick Sammons and Todd Winans (grantors). This transaction occurred some five years ago near the height of the market, thus, we do not give it consideration in this analysis. This deed is included in the addenda of this report for the reader's review. The date of the development of the subdivision is unknown; however, the date on the subdivision plat map is August 1976.

Each of the three subject lots were previously listed in the local MLS (#372306, 372325, 372280) as vacant lots on July 2, 2009 at an asking price of \$39,900. These listings expired on December 10, 2009 at the same price. Prior to this, each of the subject lots were listed on November 14, 2005 (291142, 291143, 291144) for \$35,000 each, and subsequently was withdrawn from the market at the same price on December 5, 2005.

We also found the subject lots listed in MLS as part of a pre-construction home package. These packages were listed several times between 2007 and 2009 as dwellings ranging from 1,230 SF to 1,552 SF and ranging in price from \$154,900 to \$169,900. We are not aware of any other listings or pending sales involving the subject lots. Furthermore, we are not aware of any other closed sales, pending sales or active listings involving the subject property within the past five years.

### **GENERAL AREA DATA**

A detailed description and analysis of the broad market area is included in the addenda. Based on our analysis, we are of the opinion that the demand for real estate should remain generally consistent in the broad market area.

## NEIGHBORHOOD DATA

The subject is located in the community of Cantonment, which is located in central Escambia County, Florida, approximately 15 miles north of the City of Pensacola. The neighborhood boundaries are identified as the Escambia River to the east, Quintette Road to the north, the Perdido River to the west and Interstate 10 to the south. The general area is comprised of mostly low to medium density residential usage with supportive commercial development along busier roadways, mainly Highway 29 and Nine Mile Road (Highway 90). Over the years, this area as a whole has experienced a significant amount of growth in the form of residential development, supportive commercial (shopping centers, free-standing retail), and other uses (schools, other governmental), as expansion outward from the city of Pensacola. The area also benefited from the many jobs provided by International Paper. Generally, as one progresses northward, residential densities decrease.

The main north-south roadway through the subject neighborhood is U.S. Highway 29. This roadway has a 300' right-of-way and varies from four to six lanes. Located along U.S. Highway 29 within the general vicinity of the subject are several churches, banks, mobile homes dealerships, medical clinics, convenience stations, a Winn Dixie supermarket, a Wal-mart, and numerous fast-food restaurants and small commercial establishments. Many local businesses directly or indirectly function from the operations of the International Paper plant, which provides substantial employment opportunities to local residents. The location of the subject property is considered suburban. Many of the residences are commuters employed in the nearby population center of Pensacola. A considerable amount of the commerce in the area to the north is agricultural and forestry related.

There have been some new residential developments in the Cantonment area as the demand for housing expands north and west of the Pensacola area. Housing options in the subject's neighborhood consist of mobile homes, single-family residences and a few apartment complexes scattered along Highway 29. The age of the aforementioned housing options range from new to sixty years. Prices for housing in the neighborhood generally range from \$40,000 to \$350,000.

Newer subdivisions within the subject neighborhood include "Cardinal Creek", a 42-lot subdivision located  $\pm 2$  miles north of the subject on the west side of Highway 29. This development was completed in late 2008, with lots being taken down by Adam's Homes. In the past year, the subdivision has had four improved sales ranging from \$129,900 to \$151,850. Currently, there are five listings of new construction homes ranging from \$127,020 to \$157,900. Per the County Appraiser, there are currently 19 vacant lots (45% vacancy).

Located  $\pm 2.5$  miles northwest of the subject and in very close proximity to "Cardinal Creek" is "Grande Oaks Farm", a 133-lot subdivision on the west side of Tate Road. This subdivision was recorded in 1990; however, a recent addition containing 64 lots was recorded in 2005. In the past year, there have been three improved sales in this subdivision ranging from \$200,000 for a 2,312 SF home to \$360,000 for a 3,286 SF home. Currently, there is only one listing for \$299,900. There are 56 vacant lots in this subdivision (42% vacancy).

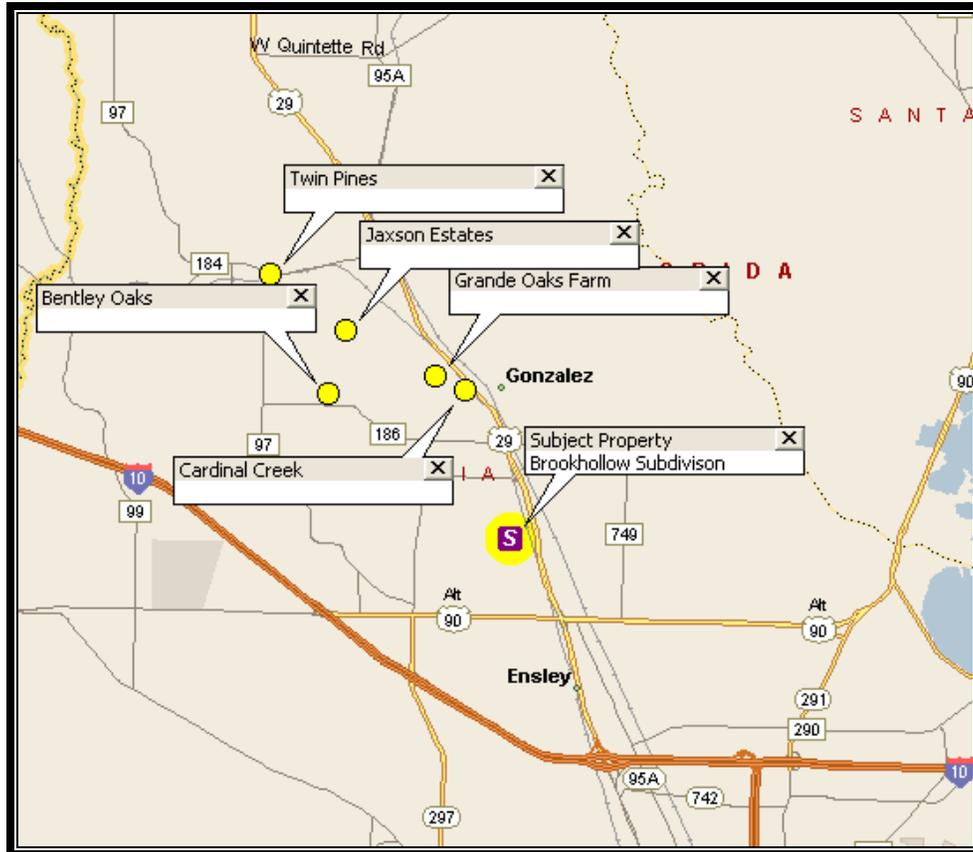
"Bentley Oaks" is a 199-lot subdivision developed by the Mitchell Company located  $\pm 3.5$  miles northwest of the subject on the north side of East Kingsfield Road. The first phase was recorded in 2005 and includes 117 lots, while the second phase of this development was recorded in 2007 and includes 82 lots. In the past year, the subdivision has had 13 improved sales ranging from \$105,000 to \$169,900. There are

currently 7 active listings, ranging from \$129,900 to \$239,000. There are 48 vacant lots in this subdivision (24% vacancy).

“Jaxson Estates”, located  $\pm 4$  miles northwest of the subject on the west side of Louis Street, is a 90-lot residential subdivision recorded in 2009. In the past year there has been only one sale in this development, which a newly constructed house for \$115,000. There are currently no homes listed for sale in this subdivision. Presently, there are 84 vacant lots (93% vacancy).

“Twin Pines” is located  $\pm 5$  miles northwest of the subject property on the south side of Muscogee Road. This development was completed in two phases between 2004 and 2008. This subdivision contains 59 lots being developed by Adam’s Homes. In the past year, the development has had three improved sales from \$124,900 to \$153,000. There are currently two homes listed for sale in the development, one for \$129,900 and the other for \$181,400. Presently, the County Appraiser indicates that 30 of these lots are vacant (51% vacant).

The following map shows the locations of these newer developments in relation to the subject property.



But the residential market remains over-supplied, as evidenced by the abundance of listings for single-family residences and lots. We observe minimal sales activity, but prices appear to have stabilized somewhat during over the past year. Of addition concern are the high levels of foreclosures occurring, which are not expected to peak until next year, and these foreclosures will continue to supplement the supply to an already over supplied market.

According to information gathered from Metro Market Trends, a total of 422 (35.2/month) single-family homes sold from \$100,000 to \$300,000 in the year 2006 in Cantonment. In 2007 the number of single-family home sales in the same price range dropped to 315 (26.3/month), indicated a 25.4% decline. In 2008, single-family home sales in this range further declined to 295 (24.6/month), indicating additional decline of 6.3%. In 2009, 283 (23.6/month) single family homes were sold, indicating further decline by 4.1%. In 2010, 261 (21.8/month) single family homes sold, indicating further

decline by 7.8%. From January to mid-April 2011, 67 (19.1/month) single family homes sold, indicating additional decline and a 45.7% overall decrease since 2006. This data indicates a continued situation of less demand and over supply, but prices appear to be leveling.

In summary, the MMT statistics support what local Realtors and developers have been reporting in regards to a declining demand for residential homes, thus resulting in a similar decline in demand for residential land. We observe a situation of extreme oversupply and high levels of foreclosures occurring, which will eventually add additional supply to an already over supplied market. We are of the opinion that the demand levels within this general area are declining and there is uncertainty at this time, as the outlook of the market is not immediately predictable into the foreseeable future. Improvement of national economic conditions is also a likely prerequisite for full recovery of the local real estate market.

## PROPERTY DESCRIPTION

The subject contains 3 lots within Brookhollow subdivision. The location of these lots within the larger Brookhollow development may be seen in the previously presented aerial map. The size of each lot is 0.35 acres, with each lot being  $\pm 110'$  wide and  $\pm 140'$  deep.

According to the previously presented Department of Agriculture Soil Survey data, the subject's lots are comprised primarily of well to somewhat excessively drained soils, which are conducive to most urban development. Observation of the improvements within the surrounding area and on adjacent lots indicate there is sufficient soil bearing capacity to support the improvements typically found in residential areas. Upon inspection, subject's lots all appear relatively level, and we see that the larger subdivision benefits from common storm water drainage system and retention areas. The lots are lightly wooded with some underbrush and other natural vegetation.

The Federal Emergency Management Agency Flood Insurance Rate Map number 12033C0295G indicates the subject's lots are situated within the "X" flood zone, an area of minimum flooding. A copy of the applicable flood map was previously presented within the exhibits section of this report.

All three lots are accessed via West Ten Mile Road, which is an asphalt-paved roadway, with a 66'-wide right-of-way. All necessary utilities are available to the subject lots, including public sewer service. Other amenities to the larger Brookhollow subdivision include asphalt-paved streets, concrete curb and gutter system, underground utilities, and common storm water retention area.

In summary, the subject's 3 vacant residential lots are well suited for their intended residential use, and have been specifically constructed for such purpose.

## HIGHEST AND BEST USE

The highest and best use is defined as: "The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value."<sup>2</sup> In estimating the highest and best use of the subject property, the following four criteria were taken into consideration:

- 1) The uses legally permissible at the site
- 2) The uses physically possible on that site
- 3) Financially feasible uses of the site
- 1) The maximally productive use of the property

### "AS VACANT"

Legally Permissible Uses: The subject's 3 lots are within the V-3, Village Single Family Residential High Density district and a mixed-use future land use district. According to the zoning code for the V-3 district, single-family dwelling structures are permitted to a density of five units per acre. Other permitted uses include the growing of vegetables or other food crops, public utilities, private marina, or family day care homes. Also, the subject lots are within the Brookhollow subdivision. We could not find any subdivision covenants and restrictions for this subdivision in the Escambia County Florida public records; therefore, we are unaware of any further legal restrictions on the subject property other than county zoning.

Physically Possible Uses: As vacant, the subject's 3 lots have site areas with an average of ±15,400 SF (0.35 acres). Due to zoning setback restrictions and lot coverage ratios, only one single-family dwelling can be placed on each of the subject

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<sup>2</sup> *The Appraisal of Real Estate, Thirteenth Edition* (Chicago, IL: Appraisal Institute, 2008), 278.

lots. They are well planned/configured within the larger Brookhollow development. The lots appear mostly level and wooded with some hardwoods and natural vegetation, and soils are assumed conducive for residential development. Based upon their layout, as well as the zoning restrictions placed upon them previously cited, we see no other physically possible use for the subject lots other than for residential development.

Financially Feasible Uses: The subject lots are of a typical size and are in conformance with the general market. In addition, the “Brookhollow” subdivision is designed for development with moderate-priced housing. New single-family subdivisions within the general area have suspended development, with minimal improved sales and stalled construction within the past year. We observe much surplus and unsold inventory (including vacant and improved lots) in the surrounding market. As discussed, MMT statistics for the subject’s surrounding neighborhood reveal that, prices have exhibited more stability in recent months, and absorption has gradually decreased leaving us with little reason to believe that the situation of oversupply will be alleviated in the near term. Therefore, considering the abundance of available lots and underdeveloped subdivisions in the area, and also the current flat to declining market conditions, we believe the only feasible use at this time would be to market the lots under the slow absorption presently evident or to hold the lots speculatively.

Maximally Productive Use – Based on the previous legally, physically and financially feasible analyses, we conclude that the highest and best use is to hold the lots speculatively for single- family development.

## **APPROACHES TO VALUE**

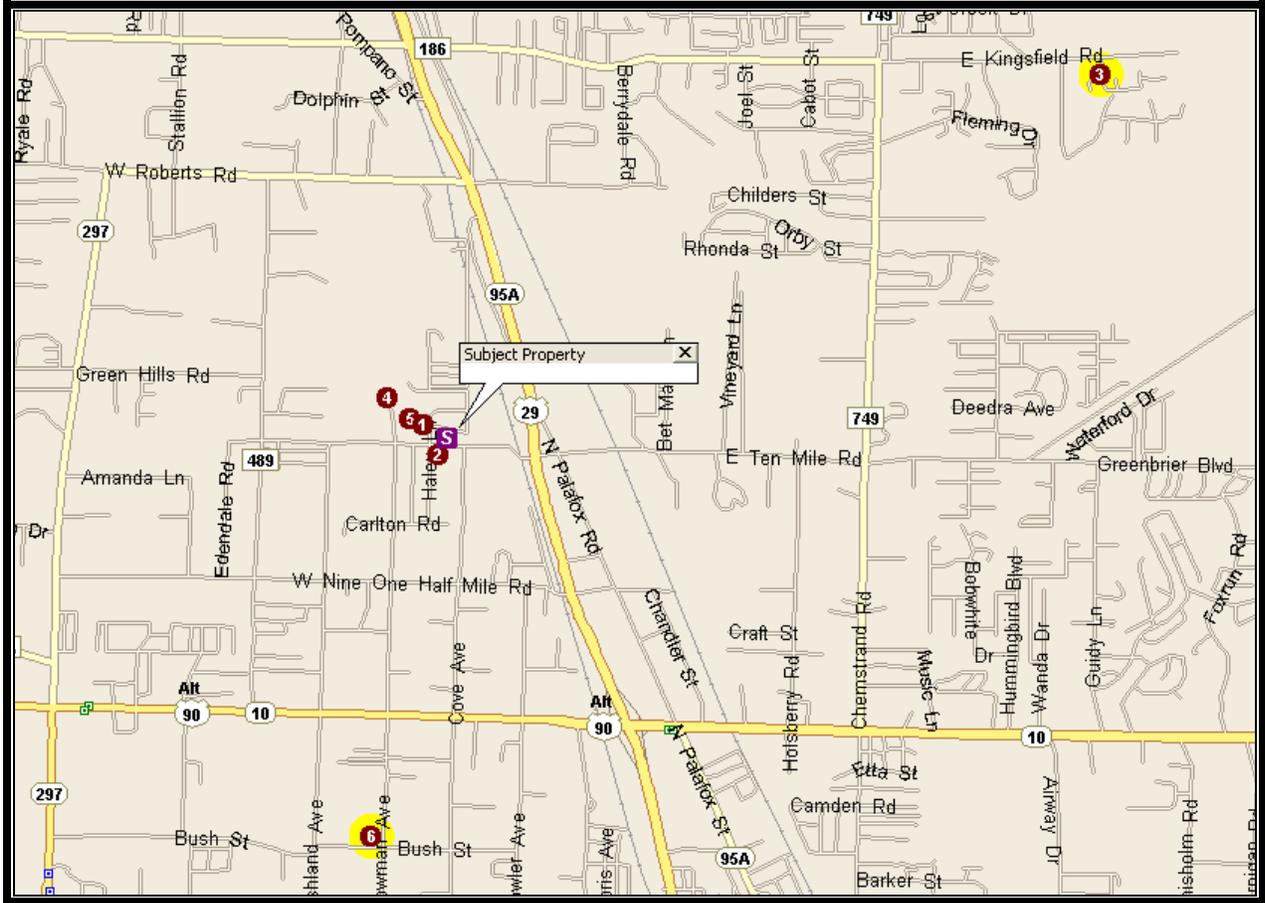
Our valuation will employ the Sales Comparison Approach to value. The Cost Approach is not applicable, as this is an appraisal analysis of vacant land. Because the subject is comprised of only three lots and we observe an absorption rate of more than four lots per quarter, we believe that the Income Approach is not applicable. Additionally, we have searched the market for smaller group lot purchases of up to four lots and have found no significant discount present in the current market for a group purchase of three lots.

### **SALES COMPARISON APPROACH**

The Sales Comparison Approach relies upon the principle of substitution, which asserts that no person is justified in paying more for a property than the price of purchasing a similar property of equal utility on the open market. The Sales Comparison Approach is much like the approach taken by buyers who consider several offerings of properties before deciding to purchase a particular property.

Under the sales comparison approach, the appraiser seeks out sales of comparable type properties, i.e., subdivision lots, which are compared to the developed lots of the subject property. In the case of the subject lots, an analysis of subdivisions proximate to the subject produced sufficient data for retail lot pricing. Our analysis of lots includes lot sales from similar developments similar within the general market area. With this in mind, we proceed with the valuation of the subject lots. On the following pages, we will analyze the most recent lot sales within these comparable subdivisions.

# LOCATION MAP FOR SUBJECT AND COMPARABLES



## Land Sale No. 1

### Property Identification

**Record ID** 4794  
**Property Type** Vacant Residential lot  
**Property Name** Vacant Residential Lot  
**Address** 1639 Eagle Street, Cantonment, Escambia County, Florida  
32533  
**Location** Brookhollow SD  
**Tax ID** 211N303500001004  
**Date Inspected** 04/28/2011  
**Present Use** Single Family Dwelling

### Sale Data

**Grantor** Robert E. & Marilyn K. Davis  
**Grantee** A Needles Construction LLC  
**Sale Date** August 24, 2010  
**Deed Book/Page** 6630, 688  
**Property Rights** Fee Simple  
**Conditions of Sale** Arm's Length  
**Financing** Cash to seller  
**Sale History** None in previous three years  
**Verification** Other sources: Public records, MMT. Confirmed by David Singleton

**Sale Price** \$25,000

### Land Data

**Zoning** V-3, Village Single Family Residential  
**Topography** Level, cleared  
**Utilities** All available  
**Dimensions** 177 x 130.85 x 168.61 x 71  
**Shape** Rectangular  
**Rail Service** None available  
**Flood Info** Zone "X", minimal probability  
**Highest & Best Use** Single Family Residential  
**Encumbrances** None adverse noted

### Land Size Information

**Gross Land Size** 0.390 Acres or 16,988 SF  
**Front Footage** 177 ft Eagle Street

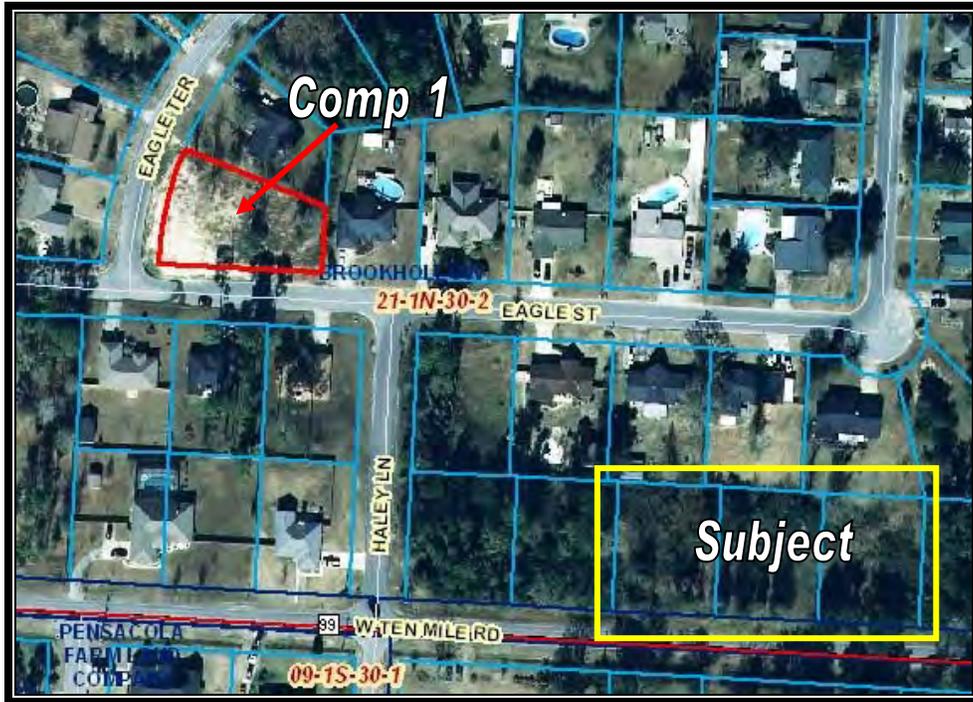
### Indicators

**Sale Price/Gross Acre** \$64,103  
**Sale Price/Lot** \$25,000

### Remarks

This is the sale of a residential lot within the older Brookhollow subdivision, located along the north side of W. Ten Mile Road, east of Hwy 29 in Cantonment, FL. The site benefits from access to all public utilities; although, some older dwellings in the development were built before the availability of public sewer service and are on septic tanks. The site was purchased by a local homebuilder, who subsequently constructed a 1,700 SF, 3/2, brick house with a double garage. This dwelling sold for \$159,000 on December 22, 2010.

AERIAL PHOTOGRAPH OF COMPARABLE 1



## Land Sale No. 2

### Property Identification

**Record ID** 4796  
**Property Type** Vacant Residential  
**Property Name** Vacant Residential Lot  
**Address** Ten Mile Road, Cantonment, Escambia County, Florida 32534  
**Location** Between Cove Ave and Haley Lane, SS of W. Ten Mile Rd  
**Tax ID** 09-1S-30-2101-167-003  
**Date Inspected** 04/28/2011  
**Present Use** Vacant Site

### Sale Data

**Grantor** Linda S. & Howard D. Smith  
**Grantee** Victor & Wanda Daigle  
**Sale Date** February 28, 2011  
**Deed Book/Page** 6695, 32  
**Property Rights** Fee Simple  
**Conditions of Sale** Arm's Length  
**Financing** Cash to seller  
**Sale History** None in previous three years  
**Verification** Other sources: public records, MMT, Confirmed by David Singleton

**Sale Price** \$22,000

### Land Data

**Zoning** R-3  
**Topography** Level, some trees  
**Utilities** All available  
**Dimensions** 100 x 218.16 x 100 x 217.14  
**Shape** Rectangular  
**Flood Info** Zone "X", minimal probability  
**Highest & Best Use** Residential  
**Encumbrances** None noted

### Land Size Information

**Gross Land Size** 0.500 Acres or 21,780 SF  
**Front Footage** 100 ft W. Ten Mile Road

### Indicators

**Sale Price/Gross Acre** \$44,000  
**Sale Price/Lot** \$22,000

### Remarks

This is the sale of a vacant parcel of land located along the south side of W. Ten Mile Road, west of Highway 29 in Cantonment, FL. This parcel was purchased by an adjacent land owner. The site was very shaded with several trees and light underbrush. All public utilities are available to this site along W. Ten Mile Road.

AERIAL PHOTOGRAPH OF COMPARABLE 2



**Land Sale No. 3**

**Property Identification**

<b>Record ID</b>	4766
<b>Property Name</b>	Vacant Residential Lot
<b>Address</b>	11679 Wakefield Dr., Pensacola, Escambia County, Florida
<b>Location</b>	WS Wakefield Dr. S of E. Kingsfield Rd.
<b>Tax ID</b>	18-1N-30-7007-007-002
<b>Date Inspected</b>	April 4, 2011
<b>Present Use</b>	Single Family Dwelling

**Sale Data**

<b>Grantor</b>	Carissa L. Romero
<b>Grantee</b>	A. Needles Construction, LLC
<b>Sale Date</b>	August 18, 2010
<b>Deed Book/Page</b>	6628 298
<b>Property Rights</b>	Fee Simple
<b>Marketing Time</b>	146 Days
<b>Conditions of Sale</b>	Arm's Length
<b>Financing</b>	Cash to Seller
<b>Instrument</b>	General Warranty Deed
<b>Verification</b>	Stephen Shannon; 251-979-1200, April 04, 2011; Other sources: MLS 387020, Confirmed by Bruce A. Black

**Sale Price** \$22,000 DS \$154.00

**Land Data**

<b>Zoning</b>	V-1, Villages single family residential
<b>Topography</b>	Mostly Level
<b>Utilities</b>	No Sewer
<b>Dimensions</b>	95.12' x 145.13' x 95.11' x 144.36'
<b>Shape</b>	Rectangular
<b>Flood Info</b>	Zone X, Minimal Flood Probability
<b>Highest &amp; Best Use</b>	Present Use

**Land Size Information**

<b>Gross Land Size</b>	0.316 Acres or 13,768 SF
<b>Front Footage</b>	95 ft Total Frontage: 95 ft WS Wakefield Drive

**Indicators**

<b>Sale Price/Gross Acre</b>	\$69,605
<b>Sale Price/Lot</b>	\$22,000

**Remarks**

This is a sale of a typical residential lot located within the Highland Downs subdivision off of East Kingsfield Road in Pensacola, FL. The lot has been developed since the sale with a single-family dwelling.

**AERIAL PHOTOGRAPH OF COMPARABLE 3**



## Land Listing No. 4

### Property Identification

**Record ID** 4795  
**Property Type** Vacant Residential  
**Property Name** Vacant Residential Lot  
**Address** 3318 Durney Drive, Cantonment, Escambia County, Florida  
32533  
**Location** Brookhollow Acres  
**Tax ID** 211N30-3000-000-010  
**Date Inspected** 04/28/2011  
**Present Use** Vacant Site

### Sale Data

**Grantor** Sonya Lisa Burrell  
**Survey Date** April 28, 2011  
**Property Rights** Fee Simple  
**Marketing Time** 423 days  
**Conditions of Sale** Arm's length  
**Financing** All available  
**Sale History** None in previous three years  
**Verification** Art Gottily, Listing Agent; 850-484-8326, May 02, 2011; Other sources: MLS384624, public records, Confirmed by David Singleton

**Listing Price** \$29,900

### Land Data

**Zoning** V-3, Village Single Family Residential  
**Topography** Some large oak trees, mostly level  
**Utilities** No public sewer  
**Shape** Irregular  
**Flood Info** Zone "X"  
**Highest & Best Use** Single family development  
**Encumbrances** None noted

### Land Size Information

**Gross Land Size** 0.590 Acres or 25,700 SF  
**Front Footage** 110 ft Durney Drive

### Indicators

**Sale Price/Gross Acre** \$50,678  
**Sale Price/Lot** \$29,900

### Remarks

This is the listing of a residential lot located in the older Brookhollow Acres subdivision, which contains only one street. There is no public sewer service available to this site. This is the vacant lot in this 16-lot subdivision. The listing agent reports some interest in the property.

Listing History: Initially listed on 01/25/2010 for \$38,000 and has steadily been reduced to its current asking price on 01/13/2011.

AERIAL PHOTOGRAPH OF COMPARABLE 4



## Land Sale No. 5

### Property Identification

<b>Record ID</b>	4558
<b>Property Type</b>	Residential Lot, Vacant Residential Lot
<b>Property Name</b>	Vacant Residential Lot
<b>Address</b>	1435 Keylan Cove, Pensacola, Escambia County, Florida 32534
<b>Location</b>	Keylan Cove S/D
<b>Tax ID</b>	101S301001080002
<b>Date Inspected</b>	10/13/2010
<b>Present Use</b>	Vacant Residential

### Sale Data

<b>Grantor</b>	Moore Homeworks Inc.
<b>Grantee</b>	Leonard B. Daniels
<b>Sale Date</b>	September 14, 2010
<b>Deed Book/Page</b>	6645,861
<b>Property Rights</b>	Fee Simple
<b>Marketing Time</b>	198 days
<b>Conditions of Sale</b>	Arm's Length
<b>Financing</b>	Cash to seller
<b>Sale History</b>	None in past three years
<b>Verification</b>	John Douglas, Listing Agent; 850-324-3655, October 13, 2010; Other sources: MLS#384599, Public Records, Confirmed by David Singleton

<b>Sale Price</b>	\$20,000
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### Land Data

<b>Zoning</b>	R-3
<b>Topography</b>	Level, cleared, dry
<b>Utilities</b>	All public available
<b>Dimensions</b>	39 X 124
<b>Shape</b>	Rectangle
<b>Flood Info</b>	Zone X, minimal probability
<b>Highest &amp; Best Use</b>	Single family development
<b>Encumbrances</b>	None noted

### Land Size Information

<b>Gross Land Size</b>	0.110 Acres or 4,792 SF
<b>Front Footage</b>	3 ft Keylan Cove

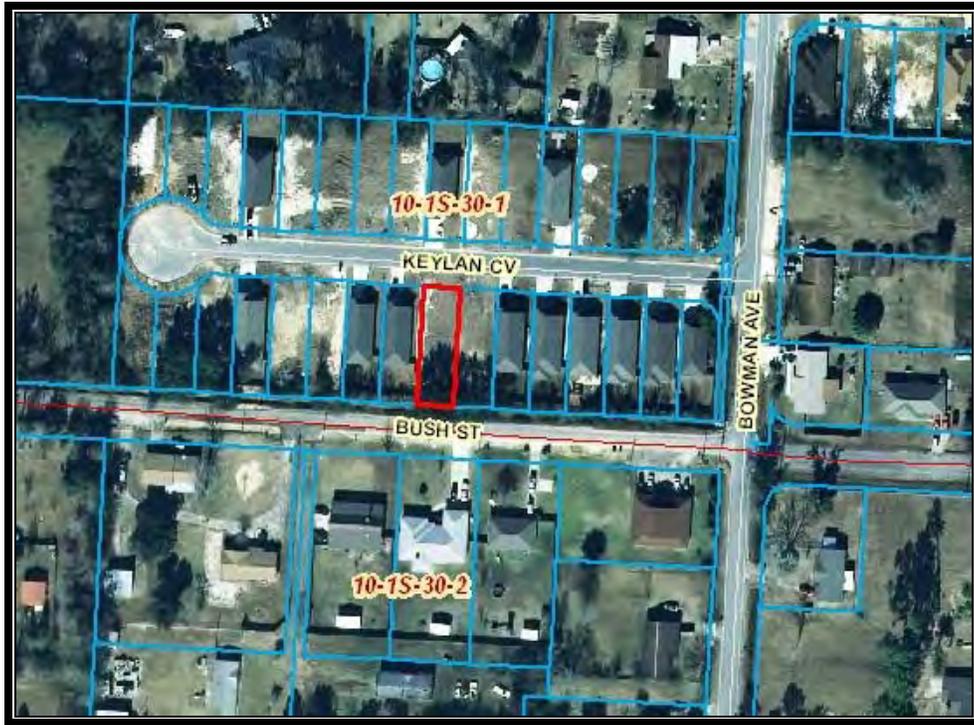
### Indicators

<b>Sale Price/Gross Acre</b>	\$181,818
<b>Sale Price/Lot</b>	\$20,000

### Remarks

This is the sale of vacant lot within the Keylan Cove subdivision, located off Bowman Road in Pensacola, Fl. This was a short sale; however, the listing agent believes that the selling price represented market value at the time of transfer. The bank paid approximately \$1,000 in closing costs. The lot benefits from access to all public utilities.

**AERIAL PHOTOGRAPH OF COMPARABLE 5**



The above described comparables are organized in the following grid to facilitate comparison with the subject and to provide structure for our adjustment process.

LOT COMPARABLE COMPARISON GRID											
ITEM	SUBJECT	COMPARABLE 1		COMPARABLE 2		COMPARABLE 3		COMPARABLE 4		COMPARABLE 5	
Location	Brookhollow	Brookhollow		Ten Mile Road		Highland Downs		Brookhollow Acres		Keylan Cove	
Prox to Subj	N/A	Subject SD		Across Street		2.75 Miles NE		Adjacent SD		1.5 Miles SW	
Site Area (Ac)	0.35 Ac (Avg)	0.39		0.50		0.32		0.59		0.11	
Sales Price	N/A	\$25,000		\$22,000		\$22,000		\$29,900		\$20,000	
Prop Rights	Fee Simple	Similar		Similar		Similar		Similar		Similar	
Adjstd Price	N/A	\$25,000		\$22,000		\$22,000		\$29,900		\$20,000	
Financing	Cash or Eqv	Similar		Similar		Similar		Similar		Similar	
Adjstd Price	N/A	\$25,000		\$22,000		\$22,000		\$29,900		\$20,000	
Cond of Sale	Arm's Length	Similar		Similar		Similar		Negotiations	-20%	Similar	
Adjstd Price	N/A	\$25,000		\$22,000		\$22,000		\$23,920		\$20,000	
Buyer Expend	None	Similar		Similar		Similar		Similar		Similar	
Adjstd Price	N/A	\$25,000		\$22,000		\$22,000		\$23,920		\$20,000	
Time/Mkt Con	Apr-11	Aug-10		Feb-11		Aug-10		Current		Sep-10	
Adjstd Price	N/A	\$25,000		\$22,000		\$22,000		\$23,920		\$20,000	
Location	Brookhollow	Similar		Similar		Similar		Similar		Inferior	5%
Site Area (Ac)	0.35 Ac (Avg)	0.39		0.50		0.32		0.59		0.11	20%
Utilities	All Available	Similar		Similar		No Sewer	5%	No Sewer	5%	Similar	
Topography	Typical Soils	Similar		Similar		Similar		Similar		Similar	
Amenities	U/G Utilities	Same		Similar		Similar		Similar		Similar	
Net Phys Adj %	N/A		0%		0%		5%		5%		25%
Adjusted Value		\$25,000		\$22,000		\$23,100		\$25,116		\$25,000	

Unit of Comparison - A unit of comparison is a component into which price is divided to facilitate comparison. Typical units of comparison employed by appraisers are price per SF, price per acre, price per front foot, price per SF of building area, price per room, etc. The function of the selected unit of comparison is to automatically adjust comparables for size.

In this appraisal, and in the preceding grid, we have used the unit of comparison of "price per lot". We have chosen this unit of comparison because we believe this is the manner in which a typical buyer or seller would most likely frame an acquisition or disposition decision. Adjustments are then applied to the calculated unit of comparison to account for observed differences between the subject property and the comparables. In making adjustments, the appraiser has assumed the subject property to be the market standard. When the amenities of a particular comparable sale exceed those of the subject, the sale price of the comparable sale has been reduced or adjusted downward. When the reverse is true and the comparable sale is inferior to the subject, the sale price of the comparable sale is increased. Following is a brief explanation of adjustments applied in the comparison grid.

Property Rights - To the best of the appraiser's knowledge, all of the comparable sales were of fee simple interest. Because the appraiser is estimating the value of the fee simple interest in the subject property, no adjustment is required for this element of comparison.

Financing - The appraisal is made in terms of cash or terms generally equivalent thereto. All of the comparables represent either a "cash to seller" arrangement or financing at market terms. For this reason, no adjustment is necessary in this category of comparison.

Conditions of Sale - To the best of the appraiser's knowledge, three of the sales were found to be "arms length" transactions without evidence of any undue influence or duress. For this reason, these comparables were sold under conditions of sale that are compatible with the market value definition and no adjustment is required. A negative adjustment is applied to the active listing to provide for a negotiation allowance in the estimation of anticipated price. Comparable 5 was a short sale; however, the sales

agent feels that the sale price was inline with market value considering the depressed residential market conditions in the area.

Buyer Expenditures – The comparables did not involve any extraordinary buyer expenditures for demolition, rezoning and/or environmental considerations, thus, no adjustments were necessary.

Time/Market Conditions – As the comparable sales occurred within the past eight months, no adjustments are required for differences in time/market conditions.

Location/Appeal – The subject lots are located within an area of medium density residential development. Four of the comparable sales are located in relative close proximity to the subject property and are considered similar with respect to appeal to the market. Comparable 5 is located in an area dominated by smaller, more moderately priced housing, thus, we apply a positive adjustment for this slightly inferior location.

Site Area – The subject lots contain, on average, ±0.35 acre and are being compared to properties varying in size from 0.11 to 0.59 acre. A positive adjustment is applied to comparable 5 to account for its considerably smaller size. No other adjustments are required.

Utilities - All utilities are available to the subject and three of the comparables; therefore, no adjustments are necessary. Two comparable do not have access to public sanitary sewer, and we apply positive adjustments to account for this.

Topography - The subject lots and each of the comparables have reasonably similar topography and typical soils with sufficient upland area to accommodate residential development; no adjustments are warranted.

Project Amenities – The subject development features underground utilities and asphalt roadways with concrete curbs and gutters typical of newer subdivisions within the area, which is similar to each of the comparable sales.

Additional Information – We are aware of only one listing in the subject development, a one-acre, irregular-shaped lot listed for \$39,500 (MLS#386518). This lot is densely wooded and sits behind several other lots in the Brookhollow development with little roadway frontage. This property has been listed at \$39,500 since March 20, 2010 (403 days) with no offers for purchase and no price adjustments. We believe this listing to be grossly overpriced and do not consider it in our analysis.

Summary and Reconciliation of Individual Lot Value - The comparable sales indicate an adjusted value range of from \$22,000 to \$25,116 per lot, with a mean of \$24,043. All five comparables are good indicators of value for different elements of comparison. We place some weight on each of the comparables as we reconcile at a rounded \$25,000 for the subject lots.

**Estimated Value per Lot = \$25,000**

In determining the value of the subject's three lots, we are of the opinion that the value of the subject's three lots is the sum of the retail values of the three lots with no discounting necessary. We have observed multiple group lot sales of up to four in the subject neighborhood without significant discounting. Additionally, we have conducted an absorption study utilizing data from some of the area's newest subdivisions located proximate to the subject development, and believe that an absorption rate of four lots or better per quarter can be expected. As the subject is only comprised of three lots, we believe that a discounted cash flow analysis to be irrelevant. Therefore, we conclude that the value of the subject's three lots at \$25,000 per lot is \$75,000.

**FINAL VALUE OPINION**

**\$75,000**

**SEVENTY-FIVE THOUSAND DOLLARS**

## **ASSUMPTIONS AND LIMITING CONDITIONS**

1. This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report.
2. No responsibility is to be assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

## **ASSUMPTIONS AND LIMITING CONDITIONS – CONT'D.**

13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are - structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

## CERTIFICATION

We certify that, to the best of our knowledge and belief:

1. The statements contained in this appraisal report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and we have no personal interest with respect to the parties involved.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment is not contingent upon developing or reporting predetermined results.
6. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
8. We have made a personal inspection for the property that is the subject of this report.
9. No one provided significant professional assistance to the persons signing this certification.
10. This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice, which include the Uniform Standards of Professional Appraisal Practice.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, R. Shawn Brantley, MAI, has completed the continuing education program of the Appraisal Institute.
14. We certify that we have not appraised the subject property within the previous three years.

*R. Shawn Brantley, MAI*

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R. Shawn Brantley, MAI, CCIM  
State-Certified General Appraiser  
Florida # RZ289

*D. Singleton*

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David C. Singleton  
Registered Trainee Appraiser  
Florida #RI23431

## **QUALIFICATIONS AS AN APPRAISER**

### **R. SHAWN BRANTLEY, MAI, CCIM, SRA**

#### **AFFILIATIONS/DESIGNATIONS:**

MAI Designation: Commercial appraisal designation awarded in 1994, Member #10514

CCIM Designation: Commercial investment designation awarded in 1999, Member #8500

SRA designation: Residential appraisal designation awarded in 1990. Member #42488

State Certified in Florida (State-Certified General Appraiser, RZ289) and Alabama (State Certified General Real Property Appraiser, #G00419) to appraise all types of real property.

FHA Appraiser: Member of Federal Housing Administration's Fee Appraisal Panel, 1986-1994.

VA Appraiser: Member of Veteran's Administration's Fee Appraisal Panel, 1993-2004.

Realtor: Member of Local Association, Florida Association, and National Association of Realtors.

Professional Service: Past President of Appraisal Institute for 1997, Admissions Chair for Appraisal Institute in 1996, Have served extensively on Appraisal Institute's Regional Ethics & Counseling Panel, Have serve extensively on commercial (MAI) & residential (SRA) candidate experience review committees & professional standards committees for the Appraisal Institute. Past President of Board of Realtors in 1991, Have served on Realtor's board of directors for many years, Past chairman of Realtors grievance, professional standards, long-range planning & awards committees.

#### **EXPERIENCE:**

Over 20 Years of Experience: Owner/President of Brantley and Associates Real Estate Appraisal Corp. from 2004 to present. Owner/President of Martin, Brantley & Associates, Inc. from 1999-2004. Owner/Vice President of Martin, Brantley & Associates, Inc. from 1997-1998. Owner/President of Brantley Real Estate, Inc. from 1990-1996. Employed as Staff Appraiser with Presley Real Estate, Inc. from 1984-1989.

Court Experience: Have testified in proceedings pertaining to values and damages on more than 100 occasions, including order of takings for eminent domain, jury trials, divorce cases, partition suits, bankruptcy matters, etc.

Varied Experience: Experience includes appraisals in the following property types: Agricultural, Apartments, Automotive, Borrow Pits, Cemeteries, Churches, Commercial properties, Condemnation, Condominiums, Convenience stores, Cropland, Dental facilities, Distribution plants, Easements, Eminent domain matters, Extended stay motels, Farms, Fast food facilities, Freshwater marsh land, Golf courses, Greenhouses, Hair salons, Homes up to over 9,000SF, Hotels, Industrial properties, Land tracts up to 5,300 acres, Leasehold interests, Liquor stores, Motels, Medical facilities, Manufacturing plants, Night Clubs, Offices, Partial Interests, Restaurants, Retail, Right-of-way, Self-storage facilities, Service stations, Shopping centers, Subdivisions, Supermarkets, Timberland, Warehouses, Waterfront property, Wetlands, etc.

Geography of Experience: Most extensive experience is within the Florida counties of Escambia, Santa Rosa, Okaloosa, Walton, & Bay, and the Alabama counties of Baldwin, Mobile, and Escambia.

Other Experience: Employed by ETS (Educational Testing Service) as a test question writer & reviewer for Florida's examination for the state certification of real estate appraisers. Selected by the Florida Dept. of Revenue as participant in its bi-annual Florida Real Estate Value Survey. Selected by University of Florida, Institute of Food & Agricultural Sciences, as participant in its bi-annual survey of North Florida Land Values.

Partial List of Prior Clients:

Attorneys: Roy V. Andrews, Stephen Baker, Bill Bond, Robert Beasley, T.A. Borowski, Ken Brooks, Paul Fitzgerald, Paul Green, Edward T. Hines, Patrick Jackson, T. Sol Johnson, T. A. Leonard, Jack Locklin, Jr., Laura Melvin, William Mitchell, John Myrick, Lawrence W. Oberhausen, Steve Shell, Jeffery Slingerland, Dan Stewart, Margaret Stopp, John Trawick, David White

Banks: Bank of America, Bank of Pensacola, BB&T, Beach Community Bank, Hancock Bank, Peoples 1st, Compass Bank, 1st Nat'l Bank of Brewton, 1st Nat'l Bank & Trust of Crestview, 1st Nat'l Bank of Florida, Regions Bank, SunTrust, Vanguard Bank & Trust Company of Ft. Walton, Wachovia, Whitney Bank.

Governmental Agencies & Political Subdivisions: City of Pensacola, City of Pensacola, City of Destin, City of Gulf Breeze, Escambia County, Florida Department of Environmental Protection, Florida Dept. of Transportation, Santa Rosa Bay Bridge Authority, Santa Rosa County, Santa Rosa County School Board, U.S. Army Corps of Engineers, U.S. Department of Housing & Urban Development, U.S. Department of Veterans Affairs.

Corporate Clients: Associates Relocation, American Cyanamid, Baptist Hospital, Baskerville-Donovan, Inc., Blue Sky Timber, LLC, Chicago Title Insurance Co., Coldwell Banker Relocation, Education Credit Union, Elliot-Cooke & Co. CPA's, Equitable Relocation, Farm Credit, Figg Engineers, Inc., General Electric Corp., Gulf Power Co, International Paper Corporation, Medical Center Clinic, P.A., Monsanto Employees Credit Union, Moreland-Altobelli Assoc., Inc., Pace Water System, Inc., Sacred Heart Hospital, Saltmarsh, Cleveland & Gund, CPA's, Southern Farm Bureau Casualty Insurance Co, Teachers Federal Credit Union.

**EDUCATION:**

M.S. Real Estate, University of St. Thomas, 2007.

B.S., Finance & Investment Management, University of Alabama, 1984.

Over 1,000 classroom hours of specialized appraisal education specific to real estate appraisal:

<u>COURSE DESCRIPTION</u>	<u>DATE COMPLETED</u>	<u>HOURS</u>	<u>SPONSOR</u>
Aviation Valuation	01/09	2	Pensacola Regional Airport
USPAP Update and Core Law	04/08	7/3	Florida Department of Transportation
Supervisor & Trainee Rules & Roles	04/08	3	Florida Department of Transportation
Advanced Appraisal Review	04/08	17	Florida Department of Transportation
Appraisal of Sovereign Submerged Lands	03/08	06	Dept. of Environmental Protection
Valuation of Conservation Easements	01/08	31	Appraisal Institute
Using the HP12C Calculator	11/06	07	Appraisal Institute
Appraisal of Nursing Facilities	11/06	07	Appraisal Institute
Analyzing Operating Expenses	11/06	07	Appraisal Institute
Market & Feasibility Analysis	08/06	40	University of St. Thomas
National USPAP	04/06	07	McKissock
Florida Laws & Regulations	04/06	03	McKissock
Advanced Appraisal Topics	01/06	40	University of St. Thomas
Business Practices & Ethics	12/05	08	Appraisal Institute
Statistical Analysis for Appraisal	08/05	40	University of St. Thomas
USPAP	10/04	07	McKissock
Legal Issues in Valuation	08/04	40	University of St. Thomas
Effective Communication	08/04	40	University of St. Thomas
Uniform Standards for Federal Land Acq.	03/04	16	Appraisal Institute
Timberland Appraisal Methods	02/04	12	Appraisal Institute
Florida State Law for Real Estate Appraisers	11/03	03	Appraisal Institute
Effective Appraisal Writing	08/03	07	Appraisal Institute
USPAP	11/02	04	Bert Rodgers
Communicating the Appraisal	11/02	04	Bert Rodgers
Neighborhood Analysis	11/02	04	Bert Rodgers
Residential Subdivision Analysis	11/02	05	Bert Rodgers
Sales Comparison Approach	11/02	06	Bert Rodgers

EDUCATION:

Appraisal Research and Analysis	11/02	04	Bert Rodgers
Urban Land Economics	08/01	26	Univ. of St. Thomas
USPAP Update	06/01	07	S. Vehmeier
Uniform Standards & Prof. App. Practices	11/00	10	McKissock
Factory-Built Housing	11/00	10	McKissock
Automated Valuation Models	11/00	10	McKissock
USPAP "Core" Law	08/99	07	NWF Ch. Appraisal Inst.
Comp. Commercial Review	06/99	20	CCIM
Real Estate Decision Analysis	01/99	30	CCIM
Real Estate Market Analysis	09/98	30	CCIM
Real Estate Financial Analysis	03/98	30	CCIM
Standard of Professional. Practice "C"	04/98	15	Appraisal Institute
USPAP "Core" Law for Appraisers	10/97	07	Appraisal Institute
Condemnation Valuation	05/97	04	EC Ch. Appraisal Inst.
Tomorrows Appraiser	10/96	04	Appraisal Institute
Standards of Prof. App. Prac. A	1996	16	Appraisal Institute
Tools for Better Appraising	1996	01	NWF Ch. Appraisal Inst.
Complex Residential Properties	1995	07	Mid-S AI C
Appraising FHA Insured Prop.	1995	07	Appraisal Institute
Exp. Review Training Program	1995	04	NWF Ch. Appraisal Inst.
Understanding Limited Appraisals	1994	07	Appraisal Institute
Standards of Prof App Pract. B	1994	11	Appraisal Institute
Standards of Prof App Pract. A	1994	15	Appraisal Institute
USPAP Core Law Seminar	1994	07	NWF Ch. Appraisal Inst.
Comp. Appraisal Workshop	1994	23	T. Whitmer Co
USPAP/Environ. Hazards	1992	10	Real Estate Ed. Spec
Litigation Valuation	1991	15	Appraisal Institute
Adv. Income Capitalization	1989	15	Appraisal Institute
State Cert. Real Est Appr Cs-II	1989	60	Bert Rodgers
State Cert. Real Est Appr Cs-I	1989	60	Bert Rodgers
Valuation & Report Writing	1988	48	AIREA/Univ. Florida
Case Studies in RE Valuation	1987	48	AIREA/Univ. North Carolina
Standards of Professional Prac	1987	28	AIREA/Texas Christian University
Appl Residential Prop Valuation	1987	challenged	SREA
Capitalization Theory & Tech B	1987	challenged	AIREA
Capitalization Theory & Tech A	1986	challenged	AIREA
Basic Valuation Proc. (Exam 1A2)	1986	challenged	AIREA
Real Estate Appr Prin. (Exam1A-1)	1985	challenged	AIREA
Real Estate Brokers Course	1984	48	Bert Rodgers
Principals of Real Estate (FI431)	1984	60	University of Alabama
Real Estate Finance (FI 436)	1983	60	University of Alabama
Real Estate Salesman's Course	1979	51	Bert Rodgers

## QUALIFICATIONS AS AN APPRAISER

**DAVID C. SINGLETON**

### EDUCATION:

M.B.A., University of South Alabama, 2011

B.A., Communication & Business, University of South Alabama, 2006

Successful completion of the following courses and/or exams, which are specific to real estate appraisal:

<u>COURSE DESCRIPTION</u>	<u>DATE</u>	<u>HOURS</u>	<u>SPONSOR</u>
General Appraiser Sales Comparison Approach	2011	30	Appraisal Institute
15-Hour National USPAP Course	2011	15	Appraisal Institute
Mortgage Fraud	2010	7	Gold Coast Schools
Introduction to Commercial Appraisal	2010	3	Gold Coast Schools
Gen. Appraiser Market Analysis and Highest & Best Use	2010	30	Appraisal Institute
General Appraiser Site Valuation and Cost Approach	2010	30	Appraisal Institute
Real Estate Finance, Statistics and Valuation Modeling	2010	15	Appraisal Institute
Roles/Rules of Supervisors/Trainees; Florida Law	2009	15	Gold Coast Schools
USPAP Update	2009	7	McKissock
Advanced Income Capitalization	2009	40	Appraisal Institute
Basic Income Capitalization	2007	40	Appraisal Institute
Business Practices and Ethics	2007	8	Appraisal Institute
15-Hour National USPAP Course	2007	15	Appraisal Institute
Basic Appraisal Principles	2007	30	Appraisal Institute
Basic Appraisal Procedures	2007	30	Appraisal Institute

### EXPERIENCE:

Employed by Brantley & Associates Real Estate Appraisal Corp. as an Appraiser from 2009 to present.

Employed by Appraisal Associates, as an Appraiser from 2007 to 2009

### AFFILIATIONS:

Trainee Real Property Appraiser, State of Alabama, #T01790

Registered Trainee Appraiser, State of Florida, #RI23431

Associate Member, Appraisal Institute

SCOPE OF CLIENTS (Brantley & Associates): AmSouth Bank, Bank of America, Bank One, Bank of Pensacola, Bank of the South, Compass Bank, First American Bank of Pensacola, First National Bank of Florida, First Union Bank, Peoples First Community Bank, Nations Bank, Regions Bank, Southtrust Bank, SunTrust Bank, Whitney Bank, Vanguard Bank, Florida Department of Transportation, area attorneys, individuals, accountants and estates.

**ADDENDA**

## GENERAL AREA ANALYSIS

The Pensacola Metropolitan Statistical Area (MSA) consists of the two westernmost counties in Northwest Florida, Escambia and Santa Rosa. The MSA contains the cities of Pensacola, Milton and Gulf Breeze, and the towns of Century and Jay. The counties are situated along the Gulf of Mexico and the Intracoastal Waterway in the area dubbed as “The Western Gate to the Sunshine State”. The area is strategically placed between various large southern cities. It is located approximately 60 miles from Mobile, Alabama; 200 miles from New Orleans, Louisiana; 200 miles from Tallahassee, Florida; and 325 miles from Atlanta, Georgia. Escambia County has approximately 661 square miles with Santa Rosa County encompassing 1,024 square miles. There is an additional 100 square miles of water area within the county boundaries. A delineation of the boundaries is shown on the map below:



There are four forces that have significant influence on property values in the region. They are listed as follows:

ECONOMIC FORCES  
SOCIAL FORCES  
GOVERNMENTAL FORCES  
ENVIRONMENTAL FORCES

The interaction of these forces influences the value of real property in the market. The regional analysis is presented with these factors in mind.

ECONOMIC FORCES: The analysis of economic trends will be confined to the local economy as most applicable to the subject of the appraisal. This category will evaluate trends in employment and housing trends within the MSA.

Employment: Pensacola's regional economy continues to rely heavily upon governmental expenditures (primarily military); however, tourism, industry, health care and education make up the majority of its workforce and economy. At the present time, 36% of the work force is employed by the service industry, 16% by the retail trade industry, and 21% is employed by federal, state and local government. In an effort to diversify the past/existing labor trend, local government has intensified their efforts in securing new industry to the area. This effort commenced in the late 1980s and continues through the present time. Per the U.S. Bureau of Labor Statistics, the area's unemployment rate as of February 2010 was 11.5%, which ranks at 262<sup>nd</sup> lowest unemployment in the U.S. of 372 tracked metropolitan areas.

As stated, military personnel have had a profound effect upon the area's economy. Escambia and Santa Rosa Counties are host to numerous military installations including Naval Air Station Pensacola, Saufley Field, Corry Station and NAS Whiting Field. Known as the "Cradle of Naval Aviation", Naval Air Station Pensacola serves as the launching point for the flight training of every Naval Aviator, Naval Flight Officer (NFO), and enlisted aircrewman. In addition, approximately 32,000 aviation personnel in aeronautical technical phases of naval operations are trained here. The Pensacola Naval Complex in Escambia and Santa Rosa counties employs more than 16,000 military and 7,400 civilian support personnel.<sup>3</sup>

The majority of Naval activities in the area are concentrated on the west side of the metropolitan area. The largest base is NAS Pensacola, which is located southwest of Pensacola's central business district at the entrance to Pensacola Bay. Additional military facilities include Eglin Air Force Base and Hurlburt Field. These facilities are located mostly in

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<sup>3</sup> NAS Pensacola, Commanding Officer, Naval Air Station Pensacola, www.naspensacola.navy.mil (10/15/2007)

Okaloosa County but do provide economic impact to Santa Rosa County, and to a lesser extent, Escambia County.



On August 27, 2005, the Defense Base Realignment and Closure Commission (BRAC) completed their final recommendations for base realignments and closures. Those recommendations affecting the Pensacola installations include the transfer of the Defense Finance and Accounting Services (400 jobs), the Officer Training Command (738 jobs), the Naval Aeromedical Research Laboratory (40 jobs), and Space and Naval Warfare Systems (139 jobs). This resulted in a loss of approximately 1,317 jobs; however, this loss was offset by BRAC's recommendation to transfer Randolph Air Force Base's undergraduate pilot and navigator training to NAS Pensacola. This transfer resulted in a gain of approximately 625 jobs, thus the net loss to NAS Pensacola was approximately 692 jobs. In summary, the current outlook for the future of NAS Pensacola looks positive.

The 2005 BRAC recommendations also affected Egin Air Force Base, resulting in a net gain of 2,200 jobs. Egin is the largest Air Force base in the world. It covers three counties and over 724 square miles of land and 123,000 square miles into the Gulf of Mexico. More than 20,000 jobs and \$1.4 billion are tied directly to activities at Egin Air Force Base, Hurlburt Field and Duke Field.

Other major employers in the region include:

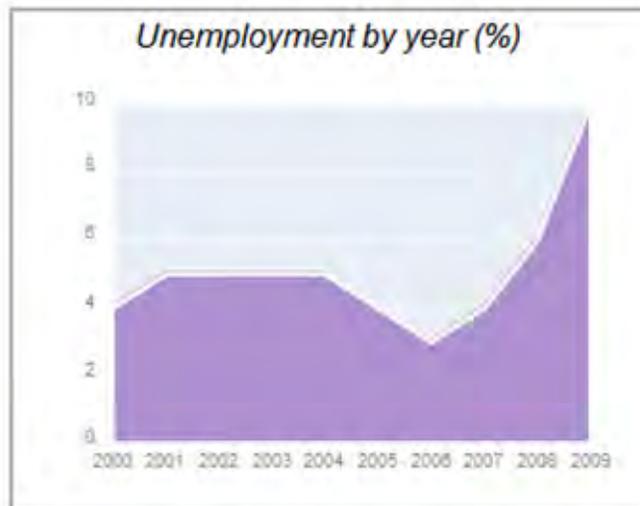
Company Name	No. Emp.	Principal Business
Local Government	15,790	Government Services
Federal Government	7,403	Government Services
State Government	5,970	Government Services
Sacred Heart Health System	5,000	Health Care Service
Baptist Health Care	3,163	Health Care Service
Lakeview	2,000	Health Care Service
Gulf Power Company	1,400	Electric Utility
Ascend Performance Materials	1,400	Nylon Fiber/Industrial Organic Chemicals
West Florida Hospital	1,300	Health Care Service
University of West Florida	1,231	Education
Navy Federal Credit Union	1,200	Financial Institution
Pensacola Christian College	1,000	School and Publishing
West Corporation	800	Broadband wireless support
Pensacola Junior College	709	Education
Cox Communications Gulf Coast	645	Communication Services
Medical Center Clinic	627	Health Care Service
Santa Rosa Medical Center, Inc.	530	Health Care Service
ECUA	518	Public Utilities
Wayne Dalton Corporation	500	Garage Door Manufacturer
International Paper	500	Paper Products
CHCS Services, Inc.	450	Insurance Claims
Pensacola News Journal	450	Newspaper
SMG Food Services	387	Entertainment & Food Services
Armstrong World Industries	300	Acoustical Ceiling Products
DANA Coupled Products	250	Automobile Brake Systems
General Electric	250	Wind Energy Systems

These employers represent a broad base of industries.

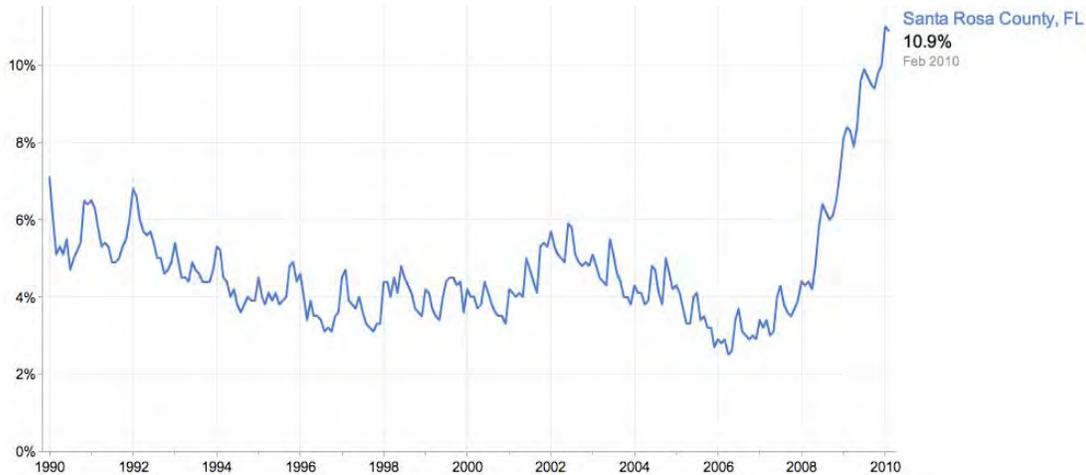
A significant number of jobs in the service sector are provided by the health care industry. Pensacola is a regional center for medical care in Northwest Florida and South Alabama, offering specialized health care services for people in a wide multi-state area. The three regional hospitals include Baptist Hospital, Sacred Heart Hospital, and West Florida Hospital. The three centers have a total of 1,483 beds and feature a variety of medical specialties for the Southeast region.

In addition to the three regional hospitals, other chief healthcare facilities within this MSA include Gulf Breeze Hospital (associated with Baptist Hospital), Naval Hospital, Santa Rosa Medical Center, and Nemours Children's Clinic. Two new major health care facilities were recently completed in the area, which are a state-of-the-art Veterans Affairs/Department of Defense Joint Ambulatory Care Clinic to be located near Corry Station and a world-class multi-million dollar orthopedics and sports medicine center, the Andrews Institute (featuring celebrated orthopedic surgeon James R. Andrews) in Gulf Breeze.

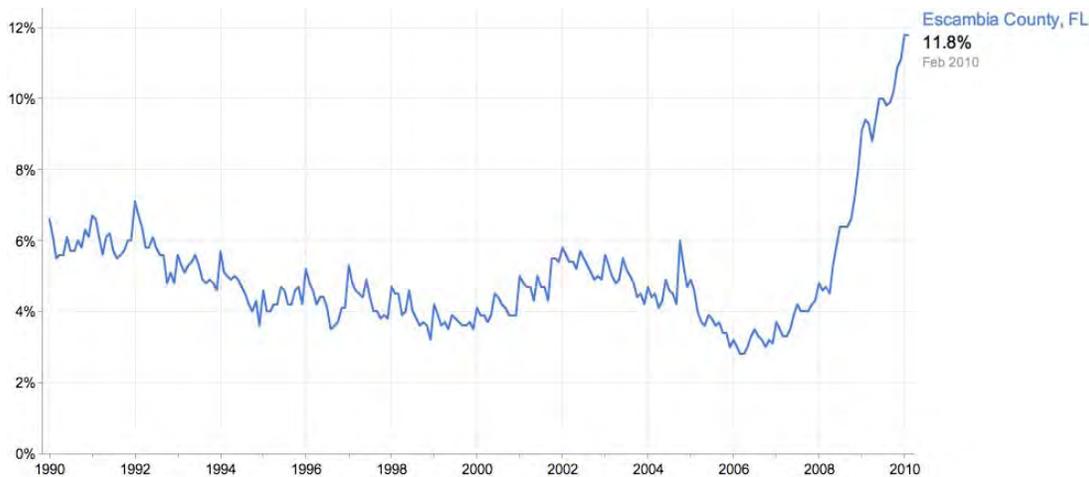
Unemployment: As previously stated, the Northwest Florida region's unemployment rate for February 2010 was 11.5%. This unemployment is slightly higher than the national average of 10.4%.



*Unemployment Rates in Santa Rosa Count over the past 20 years:*



*Unemployment Rates in Escambia County over the past 20 years:*



The drastic rise in the unemployment rate over the past two years is attributed to the economic recession that started in 2008. Recently, in 2010 we have seen the economy on a rise and are slowly starting to come out of the recession. We can expect that the unemployment rate is about at its cap, and future trends should be for reductions in the unemployment rate.

Housing: Both counties offer a wide variety of housing options ranging from affordable to luxury, waterfront, secluded or suburban residence. Growth within the housing market had been rapid in the past, and from 2004 to late 2005 it accelerated considerably due to housing shortages created by recent hurricanes. There was a great demand for residential property in the general market, and from 2004 through the third quarter of 2005, real estate values were rapidly increasing, and most land deals went down with multiple developers in the hunt.

Conversely, in late 2005, the demand for residential homes (single-family homes, townhomes, condominiums, etc.) began to take a downward turn. This has been attributed to several factors. Initially, recent hurricanes, and the extensive damage they produced, caused construction costs and insurance premiums to rise exponentially. This also created in the

general public an awareness of the vulnerability of this hurricane prone area. Local Realtors subsequently began reporting a downward trend in residential sales.

According to the Pensacola Association of Realtors' Multiple Listing Service the average number of monthly sales drastically decreased over 32% from January 2007 to the first quarter of 2010. The average "days listed on the market" has increased from 109 days to 124 days over this same time period. The number of listings in March 2010 was 3,791 single-family homes and 806 condominiums. Thus, the MLS statistics support what local Realtors and developers have been reporting in regards to a declining demand within the residential market, thus resulting in a similar decline in demand for residential land.

In addition to the abundance of listings for residential housing and minimal sales, we also observe falling median prices. The affordable housing market has been more resistant to decline in both cost and absorption; however, other sectors of the residential market have shown declining prices, especially along the waterfront. According to the Haas Center, even with median home prices decreasing, many residents are feeling the pinch from increased property taxes in addition to already high insurance premiums. And although the housing affordability for Northwest Florida is improving with regard to lower interest rates and declining housing prices, the increases in insurance and property taxes coupled with minimal increases in median income will continue to make housing affordability a serious problem. Thus, we surmise that until the general area as a whole sees some kind of relief in regards to insurance costs and construction costs, and until the hurricane phobia subsides, demand for housing may remain somewhat stagnant into the foreseeable future.<sup>4</sup>

**SOCIAL FORCES:** This category is primarily concerned with population characteristics and demographics. A study of an area's population characteristics produces much information about the basic demand for real estate in that market. Following is regional and city data pertinent to that topic.

**Population:** Population growth in the Pensacola MSA (Escambia and Santa Rosa Counties) has continued at a steady pace since 1960.

*Population in the Pensacola MSA (2005-2009)*

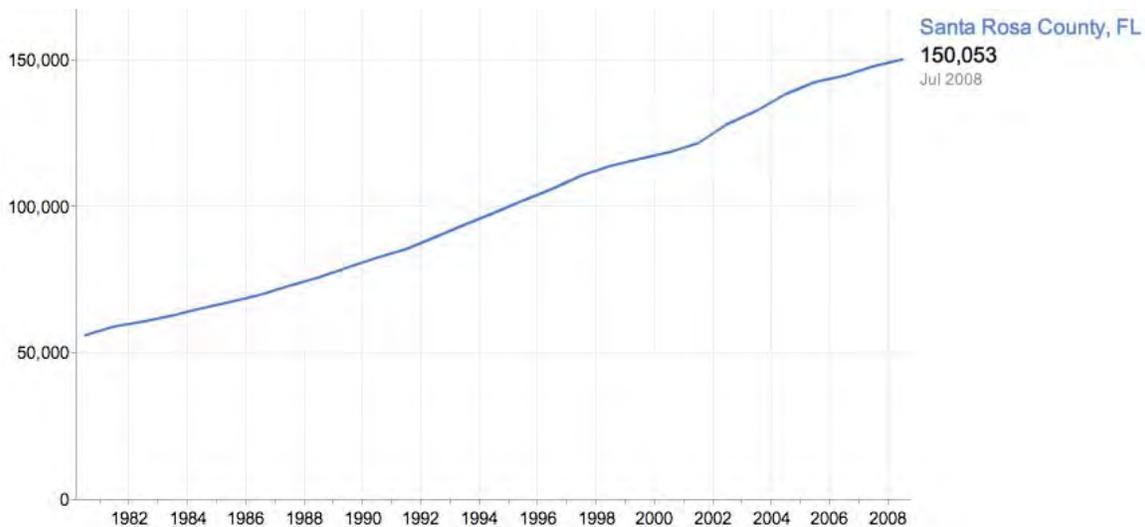
<u>YEAR</u>	<u>ESCAMBIA</u>	<u>SANTA ROSA</u>	<u>PENSACOLA MSA</u>
2009	303,343	151,759	455,102
2008	302,776	150,356	453,132
2007	297,189	146,524	443,713
2006	295,426	144,561	439,987
2005	295,624	142,442	438,066

*Population Increase Rates from 2005 – 2009:*

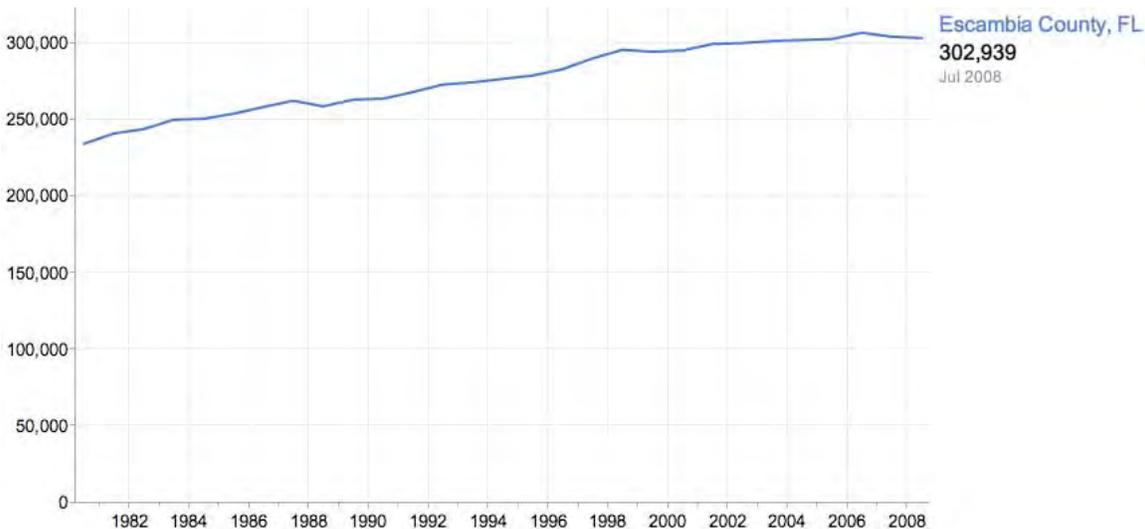
<sup>4</sup> *Housing Affordability*, A Quarterly Publication of the Haas Center for Business Research & Economic Development  
<sup>4</sup> *Housing Affordability*, A Quarterly Publication of the Haas Center for Business Research & Economic Development at the University of West Florida (Summer 2007).

	<b>Escambia</b>	<b>Santa Rosa</b>	<b>Pensacola MSA</b>
<i>Percent Change from 2005 to 2006</i>	-0.07%	1.49%	0.44%
<i>Percent Change from 2006 to 2007</i>	0.60%	1.36%	0.85%
<i>Percent Change from 2007 to 2008</i>	1.89%	2.62%	2.12%
<i>Percent Change from 2008 to 2009</i>	0.19%	0.93%	0.43%
<i>Percent Change from 2005 to 2009</i>	2.61%	6.54%	3.89%

*Population Trends in Santa Rosa County:*



*Population Trends in Escambia County:*



*Basic demographic estimates for Santa Rosa and Escambia Counties for the year 2009:*

	<b>Demographic Estimates</b>	<b>Santa</b>		
		<b>Rosa</b>	<b>Escambia</b>	<b>US</b>
<i>Income</i>	Per Capita Income	\$24,691	\$23,347	\$27,466
	Median Family Income	\$62,522	\$53,845	\$63,211
	Unemployed	10.9%	11.8%	10.2%
<i>Education</i>	High school graduate or higher	87.90%	86%	84.50%
	Bachelor's degree or higher	23.70%	23.50%	27.40%
<i>Occupied housing</i>				
<i>Units</i>	Owner-occupied housing units	79.80%	68.90%	67.10%
	Renter-occupied housing units	20.20%	31.10%	32.90%
	Vacant housing units	13.30%	16%	12%
	Median value of owner occupied homes	\$188,200	\$145,700	\$192,400
<i>Age</i>	Median Age (in years)	39	37.8	36.7

**GOVERNMENTAL FORCES:** This category addresses state and local government forces within the regional area.

Type of Government: Santa Rosa and Escambia Counties are governed by a board of commissioners. Specified districts with some “at large” seats elect the commissioners. The board in turn appoints a county manager who oversees the day-to-day operations of the respective governments.

Building Codes/Zoning: The various cities of Pensacola, Gulf Breeze and Milton and the Santa Rosa and Escambia County governments all operate separate planning and zoning departments. The various departments are responsible for establishing and enforcing land use regulations. These departments are extremely helpful in deciphering land use regulations.

The City of Pensacola, Escambia County, the City of Milton, and Santa Rosa County also operate separate building inspection departments. This office is responsible for enforcing codes for building, electrical, mechanical, plumbing, and gas installations.

The state of Florida has certain requirements before new development can take place. Under Florida’s concurrency laws, an area must have adequate public facilities before new development may occur. All comprehensive plans across the state must include concurrency for roads, sanitary sewer, solid waste, drainage, potable water, parks and recreation, and mass transit, where applicable.

Law Enforcement/Fire Department: Escambia County and Santa Rosa County Sheriff Departments within the MSA and the respective City Police Departments provide adequate law enforcement within the immediate market area. Fire departments are staffed by volunteers in the County and paid employees in the City.

Utilities: Northwest Florida is served with electrical power by Gulf Power Company, which owns three modern generating stations. The Bell South Telephone Company provides telephone service throughout the MSA. The Emerald Coast Utilities Authority supplies water and sanitary sewage disposal service to Escambia County. It also disposes of trash within the unincorporated area of the County with Sanitation Services of Pensacola having jurisdiction within the city limits. Natural gas is available for most areas by Energy Services of Pensacola. South Santa Rosa Utility supplies the city of Gulf Breeze with water and sewer service. Natural gas is also available in Gulf Breeze through the Gulf Breeze Natural Gas Department. The Public Works Department of Milton provides natural gas, sanitation, and water for the areas of Milton, East Milton, and Pace.

Transportation: Federal Highway Interstate 10 runs through the MSA in its course from Los Angeles, California to Jacksonville, Florida. Additionally, the MSA is dissected by an ample variety of State, County and local roads, providing access throughout the area. The Pensacola Regional Airport is a commercial airport served by American Eagle, Continental Airlines, Delta Airlines, Northwest Airlin, and US Airways with an average total of 90 flights per day. The City of Pensacola operates the Port of Pensacola, which can accommodate ocean-going vessels with drafts up to 33 feet.

Taxes: The State of Florida has no personal income tax. Additionally, there is no sales tax on food, medicine, packaging, boiler fuels or inventories. Sales taxes targeted toward tourism (retail sales, rentals, transient living accommodations) comprise 65% to 70% of Florida's tax revenue. There is a corporate state income tax of 5.5%. Ad valorem taxes are levied on property throughout the county to provide operating revenue to local government. Escambia County sales tax is at \$0.075 on the dollar and Santa Rosa County is subject to \$0.065 on the dollar.

**ENVIRONMENTAL FORCES:** Environmental forces relate to the characteristics of a property's geographic location.

Climate: The MSA is located in a generally warm climate, typical of the region along the upper Gulf Coast. The average temperature in January is 52 degrees and in July is 83 degrees. High winds, tropical storms or hurricanes have occurred in late summer and in early fall.

Topography/Soil: The MSA is located on the Gulf Coastal Plain, which generally consists of level and flat land. The soils are mostly of the sandy loam nature and are generally well suited for buildings, roads and other common urban improvements.

Recreation: A wide variety of cultural activities such as music, art, theatrical productions and dance are located in the area. Canoeing, boating, fishing and other outdoor sporting activities are popular throughout the MSA. Several popular state and national parks are located in the MSA: Blackwater River State Park, Big Lagoon State Park, and the Gulf Islands National Seashore Park, which contains Fort Pickens. The MSA is also home to the Pensacola Pelicans who began their 10<sup>th</sup> season in May 2010 as a minor league baseball team. The Pelicans currently play their games on Jim Spooner Field at the University of West Florida, but they will eventually move into the Vince Whibbs Community Maritime Park, once the bay-front stadium is completed downtown.

Transportation: Escambia and Santa Rosa Counties are located along a sheltered 12 foot draft barge route which runs from Brownsville, Texas to Appalachicola, Florida. Amtrack and CSX Transportation provide rail service to and from Pensacola. Greyhound Lines, Inc. provides bus service to and from the Pensacola MSA.

Regional Resources: Agriculture has continued to be a major contribution to the economy. It remains one of the prime resources of the area for row crop and tree farming. There are also extensive petroleum deposits offshore in the Gulf of Mexico. However, at the current time, only exploratory drilling has been permitted. The future impact of this resource is questionable as the prospect of full production drilling is vehemently opposed by environmentalists and local and state government.

Perhaps one of the most recognized resources of the Pensacola MSA are the sparkling white sandy beaches, which extend from Mobile Bay to peninsular Florida. The beaches in the Pensacola area are a major tourist attraction.

The skepticism of state officials on the issue of offshore drilling has recently been justified by BP's oil spill in the Gulf of Mexico. The crisis started when an offshore oil rig exploded and sank in the gulf on April 20, 2010. The incident ruptured the oil well and has caused a blowout, or an uncontrollable spill. The well has since spewed millions of gallons of crude oil into the Gulf of Mexico and continues to spew oil to this day (May 13, 2010). The environmental and economical repercussions of this spill could be catastrophic. The oil spill has imperiled the fishing industry and threatens marine life along the gulf coast. Dead dolphins, fish, birds, and turtles have already started to wash up on the beaches. The realization that the oil slick could make landfall in Pensacola has reminded residence of how important the beaches and waterways of the Pensacola MSA are to the economy.

Hurricanes: As Florida endures the majority of Atlantic hurricane landfalls, with statistics identifying Pensacola as having a 1 in 8 chance of being the target, hurricane damage and their repercussions are major concerns for the Pensacola MSA. As described earlier in the Housing

section, Hurricane Ivan was the initial onset of the current market decline for the Pensacola MSA.

The Atlantic hurricane season extends from June to November. Within the past twelve years the Pensacola MSA has encountered six damaging and even deadly hurricanes, among multiple tropical depressions, tropical storms, and minor hurricanes. Following is a table briefly describing each:

MAJOR HURRICANES IN PENSACOLA MSA						
Name	ERIN	OPAL	GEORGES	IVAN	DENNIS	KATRINA
Date	August-95	October-95	September-98	September-04	July-05	August-05
Landfall	Pensacola, FL	Gulf Breeze, FL	Biloxi, MS	Gulf Shores, AL	Pensacola, FL	New Orleans, LA
Category	1	3	2	3	3	3
Winds	99 mph	116 mph	104 mph	120 mph	120 mph	175 mph
Area Storm-Related Deaths	None	None	None	18	5	1,836
Total U.S. Loss	\$700 Million	\$5.2 Million	\$2.96 Billion	\$12 - \$14 Billion	\$1.8 Billion	\$84 Billion

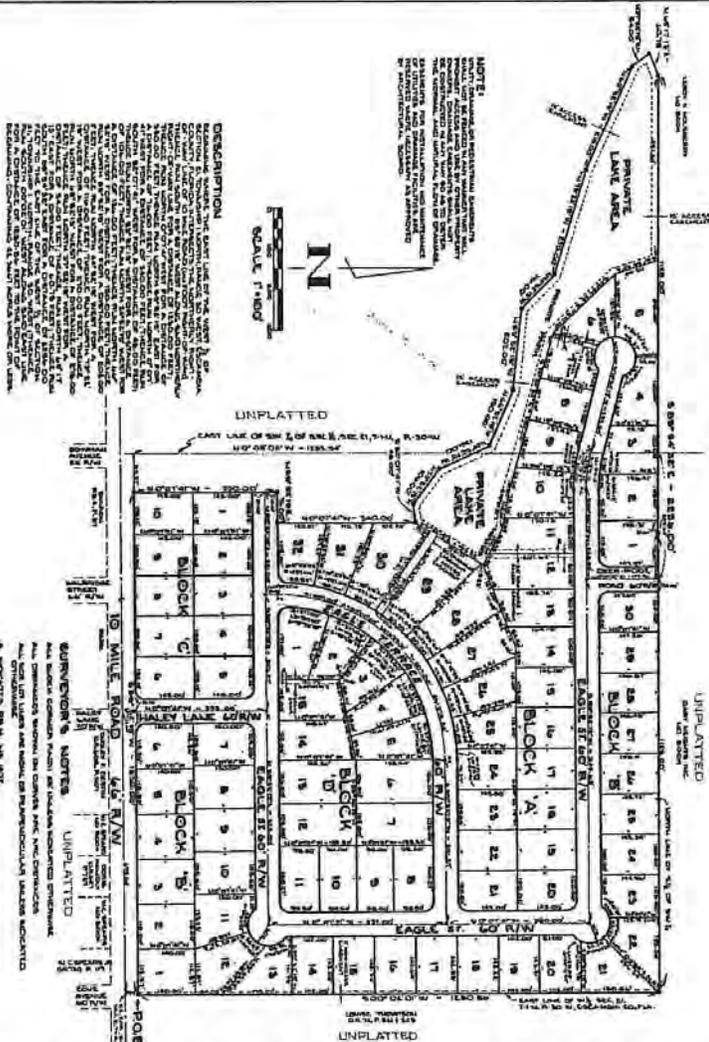
These storms, along with several other 2004-2005 Florida hurricanes, created in the general public an awareness of the vulnerability of this hurricane prone area. Due to these natural disasters frequently targeting the Escambia and Santa Rosa County areas, multiple hurricane shelters, evacuation planning guides and assistance programs have been formed to support local residents in preparing for and dealing the outcomes of these storms. There has been no detrimental hurricanes impact the area since Hurricane Katrina in August 2005.

**SUMMARY:** The Pensacola MSA remains an evolving metropolitan area, traditionally dependent on tourism and an extensive military presence. The intensification of efforts to secure other industries shows the willingness of local government officials and community leaders to achieve a diversified economy. The MSA also has natural resources, affordable housing, and a growing, young workforce, all of which provide a good foundation for future growth. We conclude that the MSA is an economically viable environment with demand levels for affordable housing within this general area sufficient for an operative market, but clearly slower than we have historically seen.

**SUBJECT PROPERTY DATA**

# "Brookhollow Subdivision"

BEING A SUBDIVISION OF A PORTION OF SECTION 21, TOWNSHIP 1 NORTH,  
RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA  
AUGUST 1976



**DESCRIPTION**  
This subdivision is located in Section 21, Township 1 North, Range 30 West, Escambia County, Florida. The subdivision consists of 120 lots, 30 in each of four blocks, A, B, C and D. The lots are numbered 1 through 120. The subdivision is bounded by 10 Mile Road to the west and east, and by the 10 Mile Road to the north and south. The subdivision is shown on the attached map. The subdivision is shown on the attached map. The subdivision is shown on the attached map.



**SUPERVISOR'S NOTES**  
1. ALL LOTS ARE TO BE PLATTED AND RECORDED WITHIN 90 DAYS OF THE DATE OF THIS PLAT.  
2. ALL LOTS ARE TO BE PLATTED AND RECORDED WITHIN 90 DAYS OF THE DATE OF THIS PLAT.  
3. ALL LOTS ARE TO BE PLATTED AND RECORDED WITHIN 90 DAYS OF THE DATE OF THIS PLAT.  
4. ALL LOTS ARE TO BE PLATTED AND RECORDED WITHIN 90 DAYS OF THE DATE OF THIS PLAT.  
5. ALL LOTS ARE TO BE PLATTED AND RECORDED WITHIN 90 DAYS OF THE DATE OF THIS PLAT.

RECORD & MAP CO.  
RECORD & MAP CO.

**SUPERVISOR'S CERTIFICATE**  
I, [Name], Supervisor of Escambia County, Florida, do hereby certify that the above described subdivision is in accordance with the provisions of Chapter 190, Florida Statutes, and that the same has been approved by the Board of County Commissioners of Escambia County, Florida, and that the same is being recorded for the purpose of creating a public record of the same.

**COMPTROLLER'S CERTIFICATE**  
I, [Name], Comptroller of Escambia County, Florida, do hereby certify that the above described subdivision is in accordance with the provisions of Chapter 190, Florida Statutes, and that the same has been approved by the Board of County Commissioners of Escambia County, Florida, and that the same is being recorded for the purpose of creating a public record of the same.

**COUNTY COMMISSIONER'S CERTIFICATE OF APPROVAL**  
I, [Name], County Commissioner of Escambia County, Florida, do hereby certify that the above described subdivision is in accordance with the provisions of Chapter 190, Florida Statutes, and that the same has been approved by the Board of County Commissioners of Escambia County, Florida, and that the same is being recorded for the purpose of creating a public record of the same.

**RECOGNITION, COUNTY OF ESCAMBIA**  
I, [Name], County Clerk of Escambia County, Florida, do hereby certify that the above described subdivision is in accordance with the provisions of Chapter 190, Florida Statutes, and that the same has been approved by the Board of County Commissioners of Escambia County, Florida, and that the same is being recorded for the purpose of creating a public record of the same.

**ACKNOWLEDGEMENT**  
I, [Name], [Title], do hereby certify that the above described subdivision is in accordance with the provisions of Chapter 190, Florida Statutes, and that the same has been approved by the Board of County Commissioners of Escambia County, Florida, and that the same is being recorded for the purpose of creating a public record of the same.

**CERTIFICATION OF APPROVAL**  
I, [Name], [Title], do hereby certify that the above described subdivision is in accordance with the provisions of Chapter 190, Florida Statutes, and that the same has been approved by the Board of County Commissioners of Escambia County, Florida, and that the same is being recorded for the purpose of creating a public record of the same.

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, 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, heights and densities allowed in V, villages single-family residential areas located in the Airport/Airfield Environs.

B. *Permitted uses.*

1. Single-family detached dwellings and their customary accessory structures and uses.
2. The growing of vegetables or other food crops is permitted as long as the primary propose for such activity is to provide for personal consumption by the residents. The raising of crops or other plants for commercial purposes is prohibited.
3. Public utility.
4. Marina (private).
5. Residential dock or pier.
6. Family day care homes and family foster homes.
7. 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. Home occupations.
2. Golf courses, tennis centers, swimming clubs with customary attendant facilities and accessory buildings.
3. Country clubs and their customary accessory uses.
4. Clubs, as defined.
5. Covered boathouses and covered boat docks as accessory uses.
6. Stables accessory to a principal structure for private, noncommercial use only. Minimum lot size two acres.
7. Educational facilities, excluding child care centers and kindergartens.
8. Places of worship.
9. Public buildings for general administrative, executive or studio functions, or for general warehousing or maintenance operations (see section 6.08.02).
10. Public utility and service structures (see section 6.08.02).

D. *Prohibited uses.* Any use not listed above.

E. *Off-street parking requirements.* See section 7.02.00.F.

F. *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.* The minimum lot width at the front building line shall be 40 feet and at the street right-of-way, 40 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 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 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, however, side yards need not exceed 15 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 this Code (Article 7) or 30 feet, whichever is greater.
6. *Building height.* No building shall exceed 35 feet in height.
- G. *Landscaping.* See section 7.01.00.
- H. *Signs.* See Article 8.

This instrument prepared by:  
Name: **Jan Gaston an employee of  
Reliable Land Title Corporation**  
Address: **15 West La Rua Street  
Pensacola, Florida 32501**  
Return to: **Reliable Land Title Corporation  
FILE NO. 06-01-005PJ**  
Address: **15 West La Rua Street  
Pensacola, Florida 32501**  
Property Appraisers Parcel Identification Number(s): 11-0565-  
305,11-0565-310,1

**THIS WARRANTY DEED** Made the 10th day of January, 2006 by **Derrick Sammons and Todd Winans** as to their separate non-homestead property whose post office address is, **7141 Fitzpatrick Rd, Pensacola, FL 32526** hereinafter called the grantor, to **Parker Custom Built Homes, Inc a Florida corporation** whose post office address is **2711 Stallion Road, Cantonment, FL 32533** hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**WITNESSETH**, that the grantor, for and in consideration of the sum \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in **ESCAMBIA** County, State of Florida, viz:

**Lots 2, 3, and 4, Block B, Brookhollow Subdivision, being a subdivision of a portion of Section 21, Township 1 North, Range 30 West, Escambia County, Florida, as recorded in Plat Book 10 at Page 1 of the Public Records of said County.**

**Together**, with all the tenements, hereditaments and appurtenances thereto belonging or in otherwise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with the grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31<sup>ST</sup>, 2005. **FURTHER SUBJECT TO** restrictions, reservations, covenants and easements of record, if any, however this reference shall not operate to reimpose same.

**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Jan Gaston  
Signature  
Jan Gaston  
Printed Signature  
Lisa M. Hill  
Signature  
Lisa M. Hill  
Printed Signature

Derrick Sammons  
Signature  
Todd Winans  
Signature

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of January, 2006 by **Derrick Sammons** and **Todd Winans**, who produced driver's license as identification and who did not take an oath.

Jan C. Gaston  
Notary Public  
My Commission Expires:

[seal]





**Checklist for Acquisition of Real Property**

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: Three contiguous parcels owned by Parker Custom Built Homes / **Parcel 1** is located at 1728 W. Ten Mile Rd. – Parcel 21-1N-30-3500-004-002 – Account # 110565315 / **Parcel 2** is located at 1738 W. Ten Mile Rd. – Parcel 21-1N-30-3500-003-002 – Account # 110565310 / **Parcel 3** is located at 1748 W. Ten Mile Rd. – Parcel 21-1N-30-3500-002-002 – Account # 110565305

County Administrator (or designee) - Appraisals

Appraiser (1): BRANTLEY & ASSOC.  
 Date of appraisal: APRIL 28, 2011  
 Appraised value: \$ 75,000  
 Received by: LARRY GOODWIN  
 Comments: \_\_\_\_\_

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: 10/26/11  
 Received by: Doyle Burton *Doyle Burton*  
 Comments: The ABOVE lots are located in a Recorded S/D and are EXEMPTED from an ESA  
 Date of Phase II: \_\_\_\_\_  
 Received by: \_\_\_\_\_  
 Comments: \_\_\_\_\_

Facilities Management Department - Property Inspection

Inspected by: VACANT PROPERTY  
 Date: NO INSPECTION REQUIRED  
 Comments: ZB

Risk Management Department - Property Inspection

Inspected by: VACANT PROPERTY  
 Date: NO INSPECTIONS REQUIRED  
 Comments: ZB

Engineering Department - Review of Survey or Boundary Map

Completed by: Rute Calmon  
 Date: 11-21-2011  
 Comments: COMPLETED SURVEY NOT FURNISHED

Office of Management and Budget - Verification of Funding Source

Funding source: Fund 352 LOST III  
 Verified by: [Signature]  
 Date: 11-16-11  
 Comments: \_\_\_\_\_

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Comments: \_\_\_\_\_

**ENVIRONMENTAL SITE ASSESSMENT  
ASTM E- 1528 STANDARD PRACTICE  
For  
LIMITED TRANSACTIONAL SCREENING**

**BROOKHOLLOW SUB-DIVISION**

<b>Parcel 1 - Parker Custom Built Homes-</b>	<b>1728 W. Ten Mile Rd</b>	<b>Ref 21-1N-30-3500-004-002</b>
<b>Parcel 2 - Parker Custom Built Homes-</b>	<b>1738 W. Ten Mile Rd</b>	<b>Ref 21-1N-30-3500-003-002</b>
<b>Parcel 3 - Parker Custom Built Homes-</b>	<b>1748 W. Ten Mile Rd</b>	<b>Ref 21-1N-30-3500-002-002</b>

**SELLER  
Parker Custom Built Homes Inc  
2711 Stallion Rd  
Cantonment, FL 32533**

**October 26, 2011**

**PREPARED FOR PUBLIC WORKS  
REAL ESTATE ACQUISITION DIVISION  
1190 West Leonard Street  
Escambia County, Florida 32501**



Board of County Commissioners • Escambia County, Florida

Patrick T. Johnson, Director  
Solid Waste Management

October 26, 2011

Mr. Larry Goodwin  
Real Estate Acquisition  
3363 West Park Place  
Escambia County, FL 32505

RE: Acquisition of three building lots in Brookhollow S/D

*Larry*  
Dear Mr. Goodwin

Recently I visited the three lots located in the Brookhollow S/D, 1728, 1738, and 1748 West Ten Mile Road for the purpose of performing an Environmental Site Assessment. After inspection it was concluded lots, or parcels, in recorded residential subdivisions are exempted from this process. ESA's are generally performed on commercial properties that have, or had, the potential of becoming contamination. The lots targeted in this investigation are designated as buildable residential sites and would not be designated "commercial real estate." The three lots would not fall under the scope of the Comprehensive Environmental Response and Compensation and Liability Act (CERCLA).

The site inspections, maps, and related investigation confirmed that all three sites are residential and have never had the use or designation of "commercial sites."

Therefore, it is determined that all of the sites are "exempt" and do not require an Environmental Site Assessment.

Call me at 937-2148 if I can be of help to you in the future.

Thank you,

A handwritten signature in blue ink that reads "Doyle Butler".

Doyle Butler, Engineering Environmental Coordinator

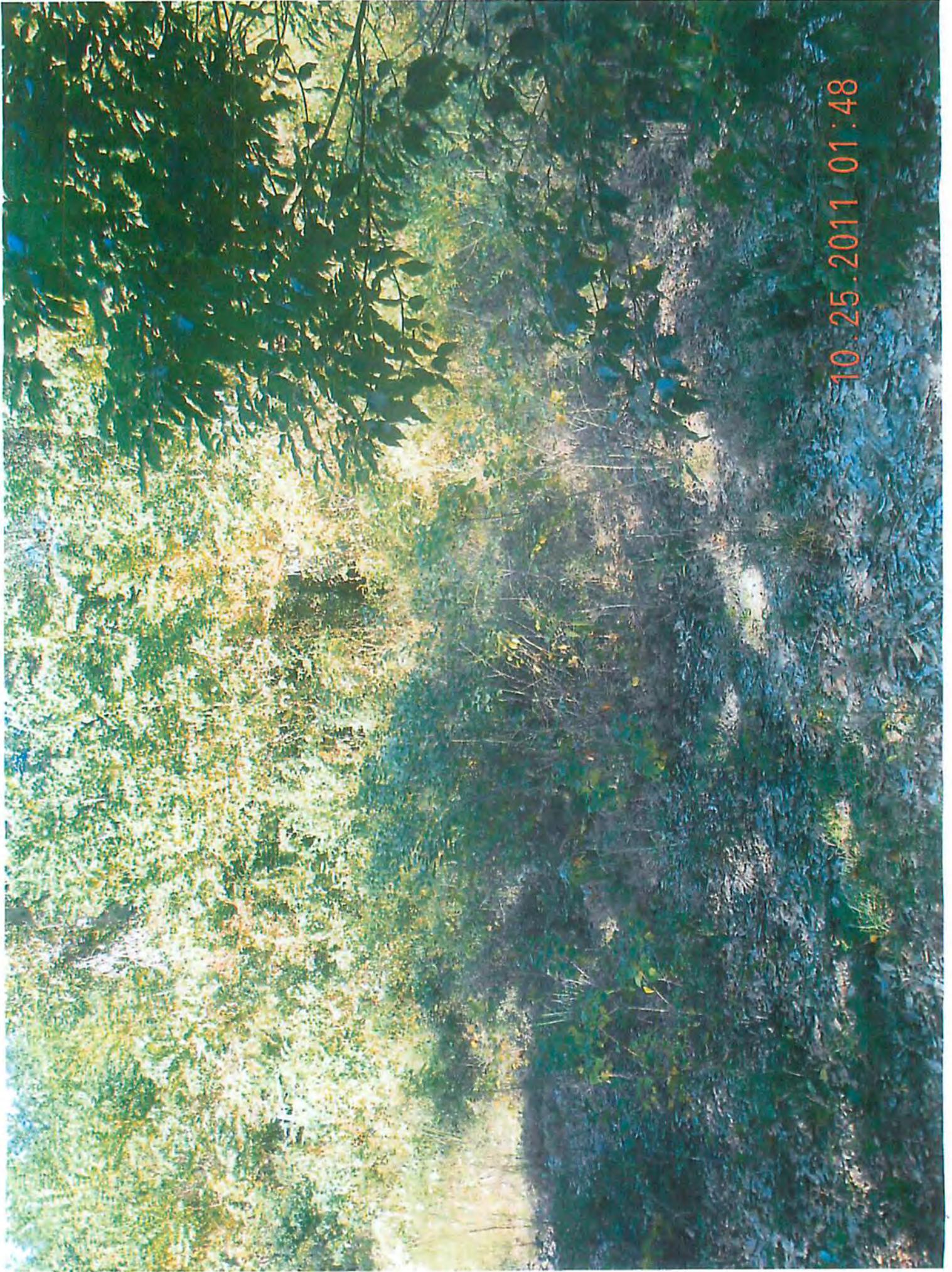
DB/db



10-25-2011 01:49



10.25.2011 01:48





10.25.2011 01:48

Map of 1738 W Ten Mile Rd, Cantonment, FL 32533 - Bing Maps - Microsoft Internet Explorer provided by Escambia County

1738 w. ten mile rd 32514

File Edit View Favorites Tools Help

Google Search More >>

Map of 1738 W Ten Mile Rd, Cantonment, FL 32533 - ...

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bing 1738 W Ten Mile Rd, Cantonment, FL 32533

Maps Web Maps

Directions My places Map apps Road Bird's eye Traffic Print

1738 W Ten Mile Rd.  
Cantonment, FL 32533  
30 5484523773193 -87 2882461547852

Directions Save Send  
Not what you wanted?

NEARBY

- Restaurants
- Bars, Grills & Pubs
- Malls & Shopping Centers
- More

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Internet

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PROPOSED ACQUISITION / PARKER CUSTOM BUILT HOMES PROPERTY / TEN MILE ROAD



THREE PARCELS OWNED BY PARKER CUSTOM BUILT HOMES, INC. (APPROX. 1.5 ACRES)

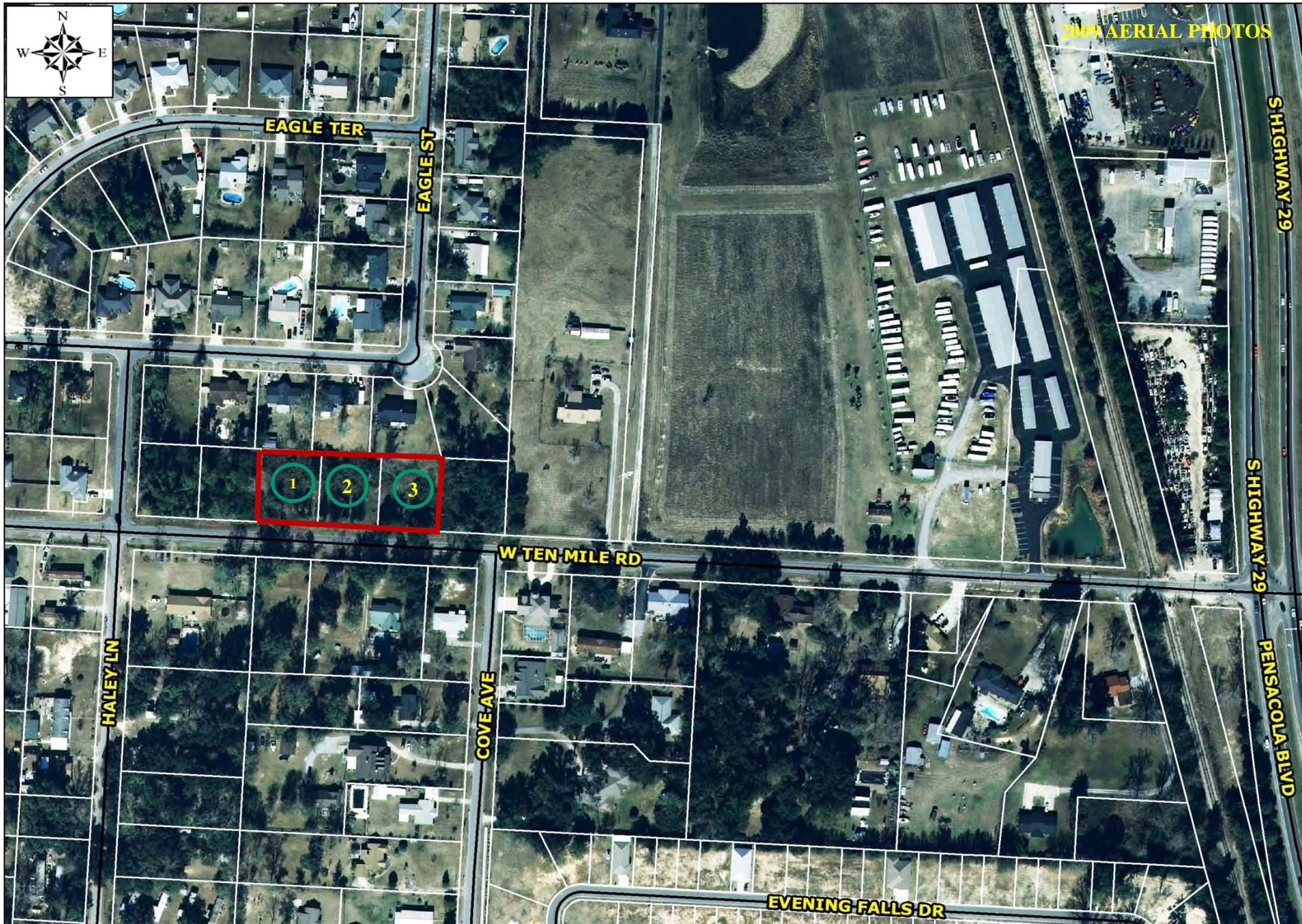
THREE PARCELS / ESI PERFORMED IN APRIL, 2010



ESCAMBIA COUNTY PUBLIC  
 WORKS DEPARTMENT  
 LWG 04/15/11 DISTRICT 5



PROPOSED ACQUISITION / PARKER CUSTOM BUILT HOMES PROPERTY / TEN MILE ROAD



ESCAMBIA COUNTY PUBLIC  
WORKS DEPARTMENT  
LWG 04/15/11 DISTRICT 5



**THREE PARCELS OWNED BY PARKER CUSTOM BUILT HOMES, INC. (APPROX. 1.05 ACRES)**  
PARCEL # 1 (21-1N-30-3500-004-002 / ACCOUNT # 110565315) / 0.35 ACRES  
PARCEL # 2 (21-1N-30-3500-003-002 / ACCOUNT # 110565310) / 0.35 ACRES  
PARCEL # 3 (21-1N-30-3500-002-002 / ACCOUNT# 110565305) / 0.35 ACRES



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1805**

**County Administrator's Report Item #: 12. 15.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 12/08/2011

**Issue:** Speed Reduction on Multiple Roadways

**From:** Joy D. Blackmon, P.E.

**Organization:** Public Works

**CAO Approval:**

---

**RECOMMENDATION:**

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

That the Board take the following action concerning traffic restrictions – speed reductions:

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. Rambler Drive, from Marcus Pointe Boulevard to Ladner Drive;
2. Ladner Drive, from Rambler Drive to Rambler Drive;
3. Rambler Terrace, from Rambler Drive to west end of roadway;
4. Tam O Shanter Road, from Greenbrier Boulevard to north end of roadway;
5. Spalding Circle, from Tam O Shanter to MacGregor Avenue;
6. MacGregor Avenue, from Tam O Shanter Road to end of roadway;
7. Worth Court, from Tam O Shanter to end of roadway;
8. Adirondack Avenue, from Tam O Shanter to end of roadway;
9. Barranca Lora, from Scenic Highway to end of roadway; and
10. Punta Lora, from Barranca Lora to end of roadway; and

B. Authorize the Chairman to sign the Resolution.

[Funds are budgeted in Fund 175, Transportation Trust Fund, Cost Center 211201 and Account Code 53401 for sign installations]

**BACKGROUND:**

The Transportation & Traffic Operations Division received citizen requests to lower the speed limit on these roads. County staff evaluated the condition of the roadways and determined the requests for lower speed limits are supported based on the number of curves, the layout and design of the roads.

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. 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 and Account 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 on November 21, 2011.

**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

Location Maps

**RESOLUTION NUMBER R2011-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ESTABLISHING THE SPEED LIMIT ON TEN ROADS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Board of County Commissioners ("Board") is authorized under Sections 316.006(3)(a)(b); 316.008(1)(j), and 316.189(2)(a), Florida Statutes, to establish speed limit regulations after conducting an investigation; and

**WHEREAS**, the County Engineer, acting on behalf of the Board, is authorized under 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 ten roads; and

**WHEREAS**, County staff has conducted a speed study on the following roads that is consistent with Florida Statute 316.189(2)(a) 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:

- Rambler Drive from Marcus Pointe Boulevard to Ladner Drive;
- Ladner Drive from Rambler Drive to Rambler Drive;
- Rambler Terrace from Rambler Drive to west end of roadway;
- Tam O Shanter Road from Greenbrier Boulevard to north end of roadway;
- Spalding Circle from Tam O Shanter Road to MacGregor Avenue;
- MacGregor Avenue from Tam O Shanter Road to end of roadway;
- Worth Court from Tam O Shanter Road to end of roadway;
- Adirondack Avenue from Tam O Shanter Road to end of roadway;

Barranca Lora from Scenic Highway to end of roadway; and  
Punta Lora from Barranca Lora 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 \_\_\_\_\_ 2011.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court

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

(SEAL)

This document approved as to form  
and legal sufficiency.

By: *Kristin Howard*  
Title: *FCM*  
Date: *11/21/11*

# LOCATION MAP

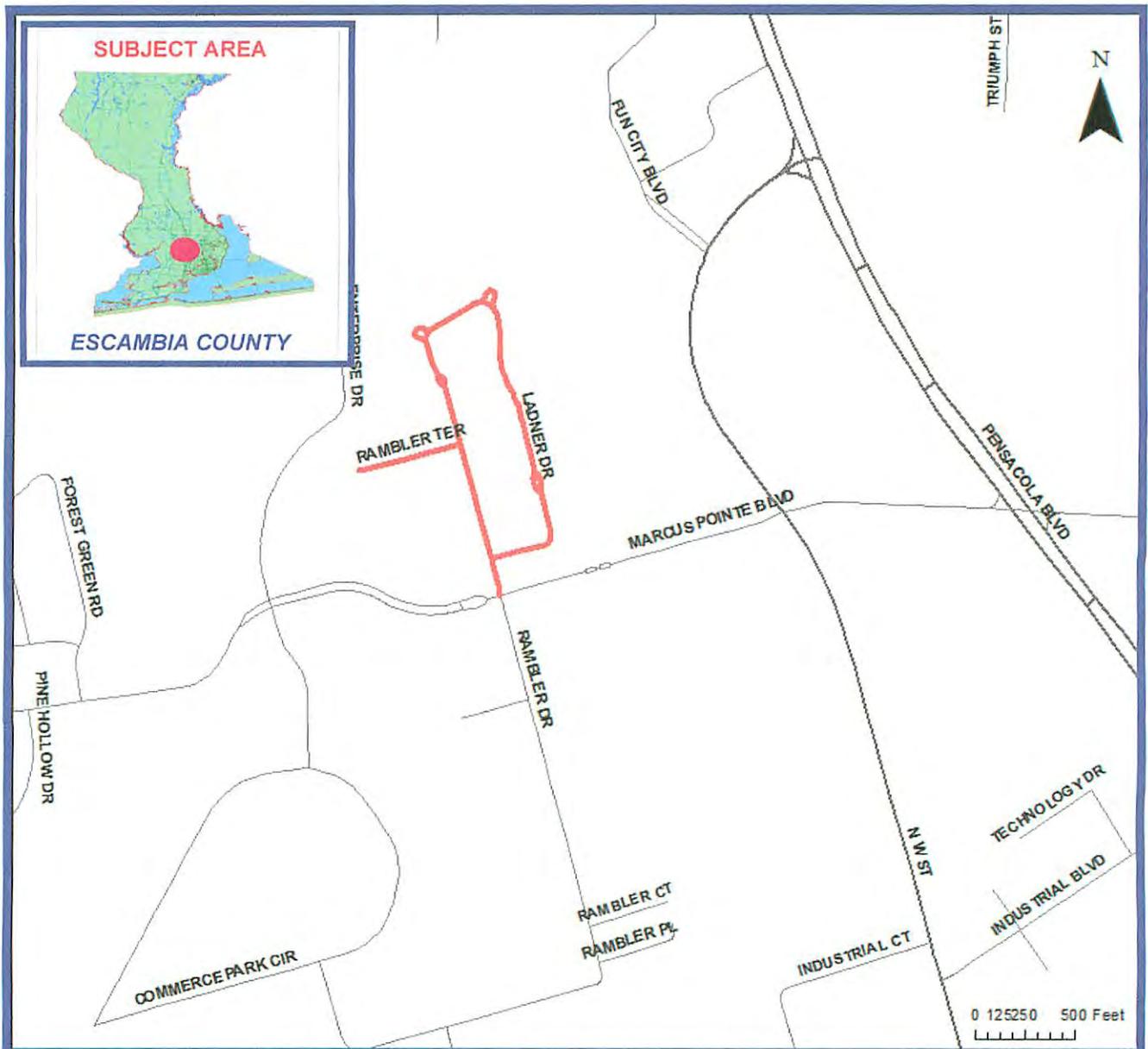
SPEED LIMIT REDUCTION FROM 30 MPH TO 25MPH

## MARCUS POINTE VILLAS

RAMBLER DRIVE FROM MARCUS POINTE BOULEVARD TO LADNER DRIVE

LADNER DRIVE FROM RAMBLER DRIVE TO RAMBLER DRIVE

RAMBLER TERRACE FROM RAMBLER DRIVE TO WEST END OF ROADWAY

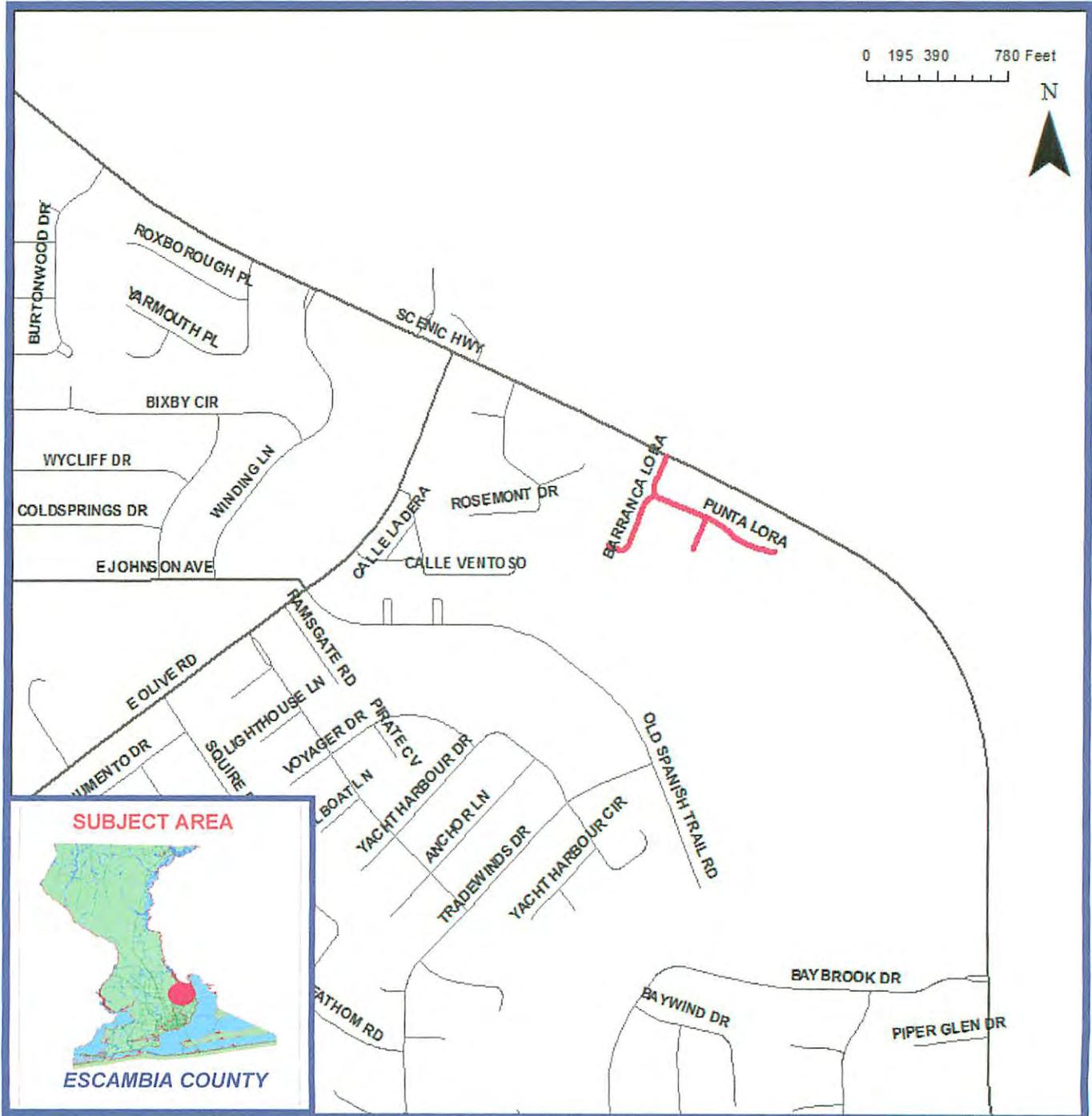




# LOCATION MAP

SPEED LIMIT REDUCTION FROM 30 MPH TO 25 MPH

- BARRANCA LORA: SCENIC HIGHWAY – END OF ROADWAY
- PUNTA LORA: BARRANCA LORA – END OF ROADWAY





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1826**

**County Administrator's Report Item #: 12. 16.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 12/08/2011

**Issue:** Local Agency Program (LAP) Agreement for Paved Shoulders along Crabtree Church Road

**From:** Joy D. Blackmon, P.E.

**Organization:** Public Works

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Local Agency Program Agreement for the Design of Paved Shoulders Along Crabtree Church Road - Joy D. Blackmon P.E., Public Works Department Director

That the Board take the following action concerning a Local Agency Program Agreement with the State of Florida Department of Transportation, for funding (not to exceed \$138,824), for the design of paved shoulders along Crabtree Church Road, from State Road 97 (Atmore Highway) to Sunshine Hill Road in Escambia County:

A. Approve the Local Agency Program (LAP) Agreement between the State of Florida Department of Transportation (FDOT) and Escambia County for a design for paved shoulders along Crabtree Church Road, between State Road 97 (Atmore Highway) and Sunshine Hill Road;

B. Adopt a Resolution authorizing the execution of the LAP Agreement; and

C. Authorize the Chairman to sign the LAP Agreement and the Resolution for this project.

In March 2007, the Office of Transportation & Traffic Operations applied for Transportation Enhancement Program funds through the Florida Department of Transportation. The amount identified for the design portion of the Grant was \$138,824. Escambia County was approved for the Grant in November 2009.

**BACKGROUND:**

In March 2007, the Office of Transportation & Traffic Operations applied for Transportation Enhancement Program funds through the Florida Department of Transportation. The amount identified for the design portion of the grant was \$138,824. Escambia County was approved for the grant in November 2009.

**BUDGETARY IMPACT:**

A supplemental budget amendment will be presented to the BCC on December 8, 2011, prepared by the Office of Management and Budget, to recognize the funding for the LAP Agreement.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution and the LAP Agreement as to form and legal sufficiency on November 18, 2011.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Upon BCC approval and execution of the LAP Agreement, the FDOT will issue a Notice to Proceed, and Escambia County will advertise a Request for Proposals for Engineering Services.

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**Attachments**

LAP Agreement  
Resolution

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
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FPN: <u>428119-1-38-01</u>	Fund: <u>SE</u>	FLAIR Approp: _____
Federal No: <u>8887-992-A</u>	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: <u>(48) Escambia</u>	Contract No: _____	Vendor No: <u>VF596000598137</u>

Data Universal Number System (DUNS) No: 80-939-7102  
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

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THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and the Escambia County B.O.C.C. hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

**1.00 Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design of paved shoulders along Crabtree Church Road and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

**1.01 Attachments:** Exhibit(s) A, B, C & 1 are attached and made a part hereof.

**2.01 General Requirements:** The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

**Removal of Any Unbilled Funds**

If Agency fails to timely perform its obligations in submitting invoices and documents necessary for the close out of the project, and said failure results in a loss of the remaining unbilled funding either by Federal withdrawal of funds or loss of State appropriation authority (which may include both federal funds and state funds, if any state funds are on the project), Agency will be responsible for the remaining unbilled funds on the project. No other funds will be provided by the Department. Agency waives the right to contest such removal of funds by the Department, if said removal is directly related to Federal (FHWA) withdrawal of funds or loss of State appropriation authority due to Local Agency's failure or nonperformance. In addition to loss of funding, the Department will consider de-certification of said Agency for future LAP projects.

**Removal of All Funds**

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

**2.02 Expiration of Agreement:** The Agency agrees to complete the project on or before June 30, 2014. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

**2.03 Pursuant to Federal, State, and Local Laws:** In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.04 Agency Funds:** The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

**2.05 Submission of Proceedings, Contracts, and Other Documents:** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require.

### **3.00 Project Cost:**

**3.01 Total Cost:** The total cost of the project is \$ 138,824. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

**3.02 Department Participation:** The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

**3.03 Limits on Department Funds:** Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

**3.04 Appropriation of Funds:** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

**3.05 Multi-Year Commitment:** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

**3.06 Notice-to-Proceed:** No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

**3.07 Limits on Federal Participation:** Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

**4.00 Project Estimate and Disbursement Schedule:** Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

#### **5.00 Records:**

**5.01 Establishment and Maintenance of Accounting Records:** Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**5.02 Costs Incurred for Project:** The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

**5.03 Documentation of Project Costs:** All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

**5.04 Audit Reports:** Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency 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, Florida Statutes, 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 Agency regarding such audit. The Agency 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 the 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. Exhibit "1" of 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 non-state entity as defined by Section 215.97(2) (l), Florida Statutes) 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 of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the 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 non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a

financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, 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, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
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 Department, 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 financial 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 address(es):

Keith Shores, District LAP Administrator  
Florida Department of Transportation  
1074 Highway 90  
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), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> 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 financial reporting package 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:

Keith Shores, District LAP Administrator  
Florida Department of Transportation  
1074 Highway 90  
Chipley, FL 32428

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial 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:

Keith Shores, District LAP Administrator  
Florida Department of Transportation  
1074 Highway 90  
Chipley, FL 32428

3. Copies of the financial reporting package 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 address(es):

Keith Shores, District LAP Administrator  
Florida Department of Transportation  
1074 Highway 90  
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 address(es):

Keith Shores, District LAP Administrator  
Florida Department of Transportation  
1074 Highway 90  
Chipley, FL 32428

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, 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, as revised, 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 financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

**Part V - Record Retention:** The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

**5.05 Inspection:** The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

**5.06 Uniform Relocation Assistance and Real Property Statistical Report:** For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

**6.00 Requisitions and Payments:** Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

**7.00 Department Obligations:** Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

**7.01 Misrepresentation:** The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

**7.02 Litigation:** There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

**7.03 Approval by Department:** The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

**7.04 Conflict of Interests:** There has been any violation of the conflict of interest provisions contained here in paragraph 12.07.

**7.05 Default:** The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

**7.06 Federal Participation:** The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

**7.07 Disallowed Costs:** In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7.08 Final Invoices:** The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

**8.00 Termination or Suspension of Project:**

**8.01 Termination or Suspension Generally:** The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the project is completed, the Agency shall be paid only for the percentage of the project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

**8.02 Action Subsequent to Notice-of-Termination or Suspension:** Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

**9.00 Contracts of Agency:**

**9.01 Third Party Agreements:** Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

**9.02 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

**10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation:** It is the policy of the Department that DBE's,

as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

"The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

**11.00 Compliance with Conditions and Laws:** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

**12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**12.01 Equal Employment Opportunity:** In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**12.02 Title VI – Civil Rights Act of 1964:** The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

**12.03 Americans with Disabilities Act of 1990 (ADA):** The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

**12.04 Public Entity Crime:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**12.05 Discrimination:** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.

**12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility:** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

**12.07 Prohibited Interests:** Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

**12.08 Interest of Members of, or Delegates to, Congress:** No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

### **13.00 Miscellaneous Provisions:**

**13.01 Environmental Regulations:** The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable

permits.

**13.02 Department Not Obligated to Third Parties:** The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

**13.03 When Rights and Remedies Not Waived:** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

**13.04 How Agreement Is Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

**13.05 Bonus or Commission:** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**13.06 State Law:** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

**13.07 Plans and Specifications:** In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

**13.08 Right-of-Way Certification:** Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

**13.09 Agency Certification:** The Agency will certify in writing, prior to project closeout that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

**13.10 Agreement Format:** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**13.11 Execution of Agreement:** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**13.12 Restrictions on Lobbying:**

**Federal:** The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract,

grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**State:** No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

**13.13 Maintenance:** The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency  will  will not maintain the improvements made for their useful life.

**13.14 Vendors Rights:** Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516.

**13.15 Reimbursement of Federal Funds:**

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement. Federal Economic Stimulus awards do not exempt the Agency from adherence to federal guidelines, procedures, and regulations.

**13.16 E- VERIFY**

The Agency:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY : Escambia County B.O.C.C.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name:  
Title:

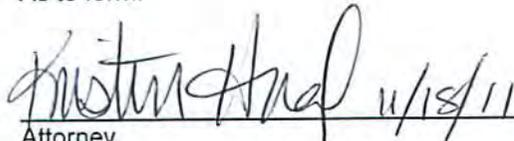
By: \_\_\_\_\_  
Name:  
Title: Director of Transportation Development

Attest: \_\_\_\_\_  
Title:

Attest: \_\_\_\_\_  
Title:

As to form:

Legal Review:

  
\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Office of the General Counsel

See attached Encumbrance Form for date of funding approval by Comptroller.

**Board of County Commissioners  
Escambia County, Florida**

\_\_\_\_\_  
**Wilson B. Robertson, Chairman**

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

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

**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

**FPN: 428119-1-38-01**

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and the Escambia County B.O.C.C.

**PROJECT LOCATION:**

The project \_\_\_ is X is not on the National Highway System.

The project \_\_\_ is X is not on the State Highway System.

**PROJECT DESCRIPTION:**

This project consists of the design of paved shoulders along both sides of Crabtree Church Road from Sunshine Hill Road to S.R. 97 in Escambia County.

**SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Design to be completed by December 31, 2013.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

The Agency shall be responsible for verifying that the NEPA document is adhered to for the life of the project.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

The Department will reimburse the Agency for the eligible costs directly related to the Design of this project **not to exceed \$138,824.**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
 PRODUCTION SUPPORT  
 08/06  
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**EXHIBIT "B"**

**SCHEDULE OF FUNDING**

<b>AGENCY NAME &amp; BILLING ADDRESS:</b> Escambia County B.O.C.C. 221 Palafox Place Pensacola, FL 32502	<b>FPID: 428119-1-38-01</b>
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**PROJECT DESCRIPTION**

Name: Crabtree Church Road Paved Shoulders Project Length: 2.594 Miles  
 Termini: From Sunshine Hill Road to S.R. 97

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
<b>Planning</b> 2005-2006 2006-2007 2007-2008 Total Planning Cost	_____	_____	_____
<b>Project Development &amp; Environment (PD&amp;E)</b> 2007-2008 2008-2009 2009-2010 Total PD&E Cost	_____	_____	_____
<b>Design</b> 2010-2011 2011-2012 2012-2013 Total Design Cost	_____	_____	_____
<b>Right-of-Way</b> 2011-2012 2012-2013 2013-2014 Total Right-of-Way Cost	_____	_____	_____
<b>Construction and Construction Engineering and Inspection(CEI)</b> 2011-2012 2012-2013 2013-2014 Total Construction and CEI Costs	_____	_____	_____
<b>TOTAL COST OF THE PROJECT</b>	\$138,824	_____	_____

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

**EXHIBIT "C"**

**RESTRICTION ON CONSULTANT'S ELIGIBILITY TO COMPETE FOR  
DEPARTMENT ASSISTED CONTRACTS**

**FPN: 428119-1-38-01**

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and the Escambia County B.O.C.C.

**EXISTING CONSULTANT CONTRACTS:**

Existing consultant or professional services contracts shall not be used in the development and delivery of this project, doing so will federalize the existing contract. All consultant and professional services contracts associated with this project shall be advertised and selected in accordance with the Consultants Competitive Negotiations Act (CCNA). Consult the District LAP Administrator for the appropriate federal language that must appear in each consultant contract.

**CONSULTANT CEI CONTRACTS:**

A consultant firm or its affiliate that was the engineer of record (EOR) on a project shall not be considered for construction engineering and inspection (CEI) services, as a prime, on the same project.

A consultant firm or its affiliate who was the EOR on a project may only be considered for CEI services as a sub consultant to the prime CEI firm with the approval of the Department prior to submittal of letters of response.

A consultant firm or its affiliate who was the sub to the EOR on a project may only be considered for CEI services, as prime, on the same project, with the approval of the Department prior to submittal of letters of response.

The Department's approval shall be based on the extent of the firm's involvement in the design of the project or CEI services, as the case may be, and the potential of hindrance of any objective decision making.

A consultant or its affiliate who performed geotechnical services for the EOR shall not be considered as a sub to the firm providing CEI services on the same project, in any capacity.

**DESIGN-BUILD CONTRACTS:**

The contractor or design professional cannot team, as a prime, with other firms to submit more than one bid per project. The secondary member (i.e., designer or contractor) of the design-build team cannot change, after award, without the written approval of the Department.

A professional firm shall not be considered for CEI services, either as a prime or a sub, for a Design-Build contract for which the same firm or its affiliate is the EOR or is sub to the EOR.

A consultant firm, its affiliate, or sub consultant that is under contract with the Local Agency to develop the RFP for a Design-Build contract cannot be part of a Design-Build Team proposing on that contract as a prime or a sub consultant. A consultant firm, its affiliate, or sub consultant that is under contract with the Local Agency to provide CEI services on the Design-Build contract cannot be part of a Design-Build Team proposing on that contract as a prime or sub consultant.

A consultant or its affiliate, who was the prime EOR on a Design-Bid-Build project, where the project is switched to Design-Build, may participate on a Design-Build contract with the approval of the Department. The Department shall consider level of design (% completed) by the EOR, the number of component design plans by different EOR's, etc.

**EXHIBIT "1"**

**SINGLE AUDIT ACT**

**Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:**

**Federal Agency:** Federal Highway Administration

**CFDA #:** 20.205 Highway Planning and Construction

**Amount:** FPID 428119-1-38-01.....\$138,824

**Compliance Requirement:**

**Allowable Activities:** To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

**Allowable Costs:** Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

**Eligibility:** By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Florida Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

**Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows:** The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

RESOLUTION NUMBER R2011-\_\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A LOCAL AGENCY PROGRAM (LAP) AGREEMENT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION TO DESIGN PAVED SHOULDERS ALONG CRABTREE CHURCH ROAD; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Escambia County, Florida (hereinafter referred to as "County"), has met the eligibility requirements by the Department; and

**WHEREAS**, the Department has agreed to fund, by way of a Local Agency Program Agreement (LAP), the total cost of designing paved shoulders along both sides of Crabtree Church Road from Sunshine Hill Road to S.R.97 in Escambia County (FPID 428119-1-38-01) (hereinafter referred to as "the Project"); and

**WHEREAS**, the estimated total cost of the Project is \$138,824.00 (one hundred thirty eight thousand eight hundred and twenty four dollars) and is the maximum participation by the Department; and

**WHEREAS**, any expenses in excess of the total costs of the Project will be borne by the County.

**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.

**SECTION 3.** That the Board hereby instructs its staff to coordinate and cooperate with the Department in developing, managing and inspecting this project.

**SECTION 4.** That the Board hereby authorizes the Chairman to sign the Local Agency Program Agreement between the Department and the County.

**SECTION 5.** That this Resolution shall take effect upon adoption by the Board of County Commissioners.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

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

\_\_\_\_\_  
Wilson B. Robertson, Chairman

ATTEST:ERNIE LEE MAGAHA  
Clerk of the Circuit Court

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

(SEAL)

This document approved as to form and legal sufficiency.

By: Justin Hurd

Title: ACA

Date: 11/21/11



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1844**

**County Administrator's Report Item #: 12. 17.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 12/08/2011

**Issue:** Amendment #001 to Florida Department of Children and Families Contract #AH102

**From:** Gordon Pike

**Organization:** Corrections

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Approval of Amendment #001 to the Florida Department of Children and Families Contract #AH102 - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Florida Department of Children and Families Contract #AH102 Amendment #001:

A. Approve the Documentation of Negotiation and Amendment #001 to the Florida Department of Children and Families Contract #AH102, revising Exhibit "G" Services, to be provided for Fiscal Years 2011-2012, 2012-2013, and 2013-2014. This Agreement provided funding for the establishment of a Forensic Mental Health Specialist position within Community Corrections, in the Pre-Trial Release Program, to provide services to the justice system.

B. Authorize the Chairman to sign the Documentation of Negotiation and Amendment #001 to Contract #AH102.

This Contract is a fixed-rate Contract for a total amount of \$142,920, based on a monthly rate of \$3,970, for a three-year period. This funding is provided by the State 100%.

**BACKGROUND:**

On July 10, 2008, the Board of County Commissioners approved an agreement between Escambia County and the Florida Department of Children and Families. This agreement provided funding for the establishment of Forensic Mental Health Specialist position within Community Corrections in the Pre-Trial Release Program to provide services to the justice system.

**BUDGETARY IMPACT:**

This contract is a fixed rate contract for a total amount of \$142,920.00, based on a monthly rate of \$3,970.00, for a three (3) year period. This funding is provided by the State 100%.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

This contract amendment has been reviewed by Kristen Hual, Assistant County Attorney, and found to be legally sufficient.

**PERSONNEL:**

This contract provides funding from the State for one (1) Forensic Mental Health Specialist position.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board of County Commissioners' Policy requires contract amendments to be Board approved.

**IMPLEMENTATION/COORDINATION:**

Contract requirements will be carried out by Escambia County Community Corrections, Pre-Trial Release Program.

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**Attachments**

Documentation of Negotiation

Contract AH102 Amendment #001

## DOCUMENTATION OF NEGOTIATION

**CONTRACT NUMBER:** AH102

**AMENDMENT #:** 001

**NAME OF PROVIDER:** Escambia County Board of County Commissioners

**SERVICE(s) TO BE PROVIDED:** Forensic Mental Health Specialist

**METHOD OF PAYMENT:** Circle Method(s)

Fixed Rate     Cost Reimbursement     Unit Rate     Advance     Cost Plus

**Procurement History:** *(Describe the method of procurement; cite the regulated exemption and/or the renewal year.)*

This contract was originally effective December 26, 2006 in order to establish a Forensic Pre-Trial Diversion program in Escambia County. The program has been successful and continues to involve other members of the judicial system as well as community members. This provider is exempt as a governmental agency.

**Provider History:**

This Provider has been contracted with the Department of Children and Families SAMH Program since December of 2006. The Pre-Trial Release Program in Escambia County has operated successfully for a number of years and the original contract established the Mental Health Diversion portion of the program. This contract enables the Mental Health Pre-Trial Release program to continue in Escambia County.

This Provider is well established in the delivery of Pre-Trial Release Services. The Escambia County Board of County Commissioner's affiliation with all other county operated services, including the State Attorney's Office, the Public Defenders Office, the County Jail and the Department of Community Corrections places them in a uniquely qualified position to provide Forensic Mental Health/Pre-Trial Release Services in Escambia County.

**Negotiation Meetings:** *(Include names of negotiation participants, times, dates, and locations of negotiations.)*

The Circuit I, SAMH Program Office staff, J. Paul Rollings, Circuit One Program Supervisor, Krista Clark, Budget Analyst, Susan Sweeney, Program Analysis and Freda lacey, Contract Manager met on March 8, 2011 to discuss the Escambia County Board of County Commissioners contract. A review of the services and the performance of the contract were completed. Based on this meeting a decision was made to renew the contract for 3 years. Further contact with Tammie Booker of Community Corrections, with Escambia County to discuss possible renewal of the contact was completed on March 9, 2011. Follow up meeting to discuss the process of renewal of the contract was conducted through telephone and email communications.

**Amendment #001:**

**None Required**

**Negotiation Summary:** *(Summarize the scope of the negotiations, address price/cost negotiations, objectives/deliverables and any issues requiring resolution or follow-up.)*

Discussions were held to address cost, price, and deliverables as specified under the Negotiation Meetings section above. It was agreed that the contract would be written for thirty-six months based on a monthly rate of \$3,970.00 for each FTE, for the delivery of one Forensic Mental Health Specialist Services in Escambia County, in conjunction with the Pre-Trial Release Program.

**Amendment #001:**

**None Required**

**Performance Standards:** *(Address performance standards, measurable outcomes, or other pertinent information.)*

Escambia County Board of County Commissioners will serve a minimum of sixty (60) forensic clients for each fiscal year in the contract period.

**Amendment #001:**

**None Required**

**Budget and Rates:** *(Describe current funding, budget, how rates were determined and match requirements.)*

The contract is a fix rate contract for a total amount of \$142,920.00 for a three year period.

**Amendment #001:**

**As requested by the Department of Financial Services the Exhibit G, Services to be Provided is revised for the contract renewal period of Fiscal Year 11-12,12-13 and 13-14.**

**Other:**

**PROVIDER:**  
**ESCAMBIA COUNTY BOARD OF COUNTY**  
**COMMISSIONERS**

**STATE OF FLORIDA, DEPARTMENT OF**  
**CHILDREN AND FAMILIES**

**\*SIGNED BY:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**\*NAME:** Wilson B. Robertson

**NAME:** Freda Lacey

**\*TITLE:** Chairman of the Board

**TITLE:** Contract Manager

**DATE:** \_\_\_\_\_

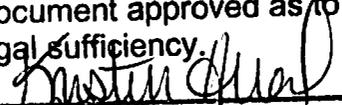
**DATE:** \_\_\_\_\_

**\*Authorized Provider Representative**

**ATTEST: ERNE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT**

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

This document approved as to form  
and legal sufficiency.

By: 

Title: ACA

Date: 11/29/11

DEPARTMENT OF CHILDREN AND FAMILIES  
AND Escambia County Board of County  
Commissioners

Contract AH102 Amendment #001

THIS Amendment, entered into between the Florida Department of Children and Families hereinafter referred to as the "Department" and Escambia County Board of County Commissioners, hereinafter referred to as the "Provider" amends contract AH102.

This amendment accomplishes the following:

- Revises Exhibit G, Services to be Provided

1. Page 40. Exhibit G, Services to be Provided is hereby deleted in its entirety and page 40 Exhibit G, Services to be Provided, Revision #2 is inserted in lieu thereof and attached hereto.

This amendment shall begin on November 30, 2011 or the date, on which the amendment has been signed by both parties, whichever is later.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changes to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment and all attachments are hereby made a part of the contract.

IN WITNESS THEREOF, the parties hereto have caused this two (2) page Amendment to be executed by their officials thereunto duly authorized.

PROVIDER:  
ESCAMBIA COUNTY BOARD  
OF COUNTY COMMISSIONERS

FLORIDA DEPARTMENT OF CHILDREN  
AND FAMILIES

SIGNED BY: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

NAME: Wilson B. Robertson

NAME: Vicki Abrams

TITLE: Chairman of the Board

TITLE: Northwest Regional Managing  
Director

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

FEDERAL ID NUMBER: VI59-6000598

Ernie Lee Magaha  
Clerk of the Circuit Court

Deputy Clerk

11/11  
ECBCC

This document approved as to form  
and legal sufficiency.

By: [Signature]

Title: AF

Date: 12/2/11

Contract # AH102  
Amendment # 001

ATTEST:

**EXHIBIT G  
SERVICES TO BE PROVIDED**

Client Specific  
Performance Contract  
SAMH Services Program

Provider Name:  
Contract No. AH102

Escambia County Board of County Commissioners

Date: 11/1/2011  
Amendment #001

Activity / Cost Center 1	TANF? X=Yes	Unit of Measure 2	Unit Rate 3	Non-TANF Funds 4
<b>FY 2011-2012</b>				
Mental Health Pre-Trial Release Officer		1 Month	\$ 3,970.00	\$ 47,640.00
FY 2011-2012 Total				\$ 47,640.00
<b>FY 2012-2013</b>				
Mental Health Pre-Trial Release Officer		1 Month	\$ 3,970.00	\$ 47,640.00
FY 2012-2013 Total				\$ 47,640.00
<b>FY 2013-2014</b>				
Mental Health Pre-Trial Release Officer		1 Month	\$ 3,970.00	\$ 47,640.00
FY 2013-2014 Total				\$ 47,640.00
<b>Subtotals</b>			Non-TANF	\$142,920.00
			TANF	
<b>Total Contract Amount</b>				\$142,920.00



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1833** County Administrator's Report Item #: 12. 18.  
**BCC Regular Meeting** Budget & Finance Consent

**Meeting Date:** 12/08/2011

**Issue:** Escambia County Hosting the National Association of Environmental Professionals Winter Board Meeting

**From:** Keith Wilkins, REP

**Organization:** Community & Environment

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Escambia County Hosting the National Association of Environmental Professionals Winter Board Meeting - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning Escambia County hosting the National Association of Environmental Professionals (NAEP) Winter Board Meeting:

- A. Approve hosting the NAEP Winter Board Meeting on January 21, 2012; and
- B. Approve the use of County facilities, Escambia County Central Office Complex building, use of the Host Ordinance Fund, in the amount of \$150, for refreshments, and use of a trolley to transport attendees from their hotel to the Escambia County Central Office Complex building.

**BACKGROUND:**

The National Association of Environmental Professional requested that Escambia County host their winter board meeting on Saturday, January 21, 2012, 8 a.m. to 5 p.m., with approximately 30 persons in attendance. The Central Office Complex (COC) building has a meeting room to accommodate their technical needs. The NAEP also requested the use of a trolley to transport attendees from their hotel to the COC. The Host Ordinance fund will be used to purchase refreshments.

**BUDGETARY IMPACT:**

Host Ordinance fund up to \$150.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

Community & Environment Department staff will attend the NAEP meeting.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

BCC to approve hosting an outside group with use of facilities, food, and transportation.

**IMPLEMENTATION/COORDINATION:**

Community & Environment Department will coordinate all arrangements with NAEP. Kenneth Gordon, ECAT General Manager, has approved per subsequent approval of the BCC.

---



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1792**

**County Administrator's Report Item #: 12. 19.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 12/08/2011

**Issue:** State Highway Lighting, Maintenance, and Compensation Agreement

**From:** Joy D. Blackmon, P.E.

**Organization:** Public Works

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the State Highway Lighting, Maintenance, and Compensation Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State Highway Lighting, Maintenance, and Compensation Agreement:

A. Rescind the Board's action of June 16, 2011, taking the following action concerning the State Highway Lighting, Maintenance, and Compensation Agreement:

1. Approving the State Highway Lighting, Maintenance, and Compensation Agreement with the State of Florida Department of Transportation (FDOT), that specifies a lump sum payment from FDOT to Escambia County, in the amount of \$58,831, for FDOT's 2011/2012 Fiscal Year (July 1, 2011, through June 30, 2012), to compensate the County for maintenance of street lighting on State highways;

2. Adopting a Resolution (R2011 89) (supporting the State Highway System Lighting, Maintenance, and Compensation Agreement with the Florida Department of Transportation and) authorizing Charles R. "Randy" Oliver, County Administrator, to execute the Agreement;

3. Authorizing the Chairman to sign the Resolution; and

B. Approve the State Highway Lighting, Maintenance, and Compensation Agreement with the State of Florida Department of Transportation (FDOT), that specifies a lump sum payment from FDOT to Escambia County in the amount of \$60,063.40 for FDOT's 2011/2012 Fiscal Year (July 1, 2011, through June 30, 2012) to compensate the County for maintenance of street lighting on State highways;

C. Adopt a Resolution supporting the revised State Highway Lighting, Maintenance, and Compensation Agreement and authorizing Charles R. "Randy" Oliver, County Administrator, to execute the Agreement; and

D. Authorize the Chairman to sign the Resolution.

The "State Highway Lighting, Maintenance, and Compensation Agreement" with FDOT was

approved by the Board on June 16, 2011. This agreement specified a lump sum payment from FDOT to Escambia County in the amount of \$58,831 for FDOT's 2011/2012 Fiscal Year (July 1, 2011, through June 30, 2012) to compensate the County for maintenance of street lighting on state highways.

On October 6, 2011, FDOT indicated that an audit had been performed of the lights maintained by Escambia County and found that there were 341 lights that were eligible for reimbursements under this program. This audit increased the amount Escambia County is eligible to receive from \$58,831 to \$60,063.40.

**BACKGROUND:**

The "State Highway Lighting, Maintenance, and Compensation Agreement" with FDOT was approved by the Board on June 16, 2011. This agreement specified a lump sum payment from FDOT to Escambia County in the amount of \$58,831 for FDOT's 2011/2012 Fiscal Year (July 1, 2011 through June 30, 2012) to compensate the County for maintenance of street lighting on state highways.

On October 6, 2011, FDOT indicated that an audit had been performed of the lights maintained by Escambia County and found that there were 341 lights that were eligible for reimbursements under this program. This audit increased the amount Escambia County is eligible to receive from \$58,831 to \$60,063.40.

**BUDGETARY IMPACT:**

This Agreement increases the amount of money Escambia County will receive from FDOT by \$1,232.40.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, reviewed and approved the Agreement as to form and legal sufficiency on November 7, 2011 and the Resolution on November 6, 2011.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

The Agreement was prepared by FDOT. Upon the Board's approval and execution of the Agreement and Resolution, Traffic staff will transmit the Agreement and a certified copy of the Resolution to FDOT for execution.

---

**Attachments**

BCC Action 061611

Agreement

Resolution

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-24. Approval of Various Consent Agenda Items – Continued

13. Taking the following action concerning the *State Highway Lighting, Maintenance, and Compensation Agreement*:
  - A. Approving the *State Highway Lighting, Maintenance, and Compensation Agreement* with the State of Florida Department of Transportation (FDOT), that specifies a lump sum payment from FDOT to Escambia County, in the amount of \$58,831, for FDOT's 2011/2012 Fiscal Year (July 1, 2011, through June 30, 2012), to compensate the County for maintenance of street lighting on State highways;
  - B. Adopting a Resolution (*R2011-89*) (*supporting the State Highway System Lighting, Maintenance, and Compensation Agreement with the Florida Department of Transportation and*) authorizing Charles R. "Randy" Oliver, County Administrator, to execute the Agreement; and
  - C. Authorizing the Chairman to sign the Resolution.
14. See Page 24.



**ESCAMBIA COUNTY ADMINISTRATION  
TRANSMITTAL MESSAGE**

Date: 06-17-2011

TO: Wendy Eacret  
Transportation and Traffic

BCC: 06-16-2011

CAR II-13 State of Florida, Department of Transportation, State Highway  
Lighting, Maintenance and Compensation Agreement and  
Supporting Resolution

Please Initial and Date  
Below on Line Provided

SH 6-20-11

Shirley Gafford, Program Coordinator, County Administration

Attached is one certified copy of the Resolution for your further handling. The Clerk's Office retained the Clerk's Original for filing with the Board's Minutes.

Also attached are two original Agreements executed by the County Administrator. When fully executed, please return the Clerk's Original to our office. We will forward it to the Clerk's Office for filing with the Board's Minutes.

Thank you.

\_\_\_\_\_  
Department Representative - (Comments as Applicable)

Return This Cover Page & Documents (as ap

Aixa man  
Corbitt 6/24

sent 6/24

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6/16/2011 CARL-13

RESOLUTION NUMBER R2011- 89

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE STATE HIGHWAY SYSTEM LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (hereinafter referred to as the "FDOT") finds it is necessary for Escambia County (hereinafter referred to as the "County") to execute and deliver to the FDOT the STATE HIGHWAY SYSTEM LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT, FPID 405499-1-78-13 (hereinafter referred to as the "Agreement"); and

WHEREAS, Escambia County concurs in finding it necessary to execute and deliver the Agreement to the FDOT;

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 stated recitals to be true and correct and incorporates them herein by reference.

Section 2. That the Board hereby supports the proposed Agreement with the FDOT.

Section 3. That the Board hereby authorizes the County Administrator to execute the Agreement.

Section 4. That this Resolution shall take effect upon adoption by the Board of County Commissioners.

ADOPTED this 16th day of June 2011.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: [Signature]  
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court

Date Executed

6-16-2011

By: [Signature]  
Deputy Clerk

This document approved as to form and legal sufficiency.

By: [Signature]

Title: AC/TA

Date: 6/27/11



Certified to be a true copy of the original on file in this office. Witness my hand and official seal.  
ERNIE LEE MAGAHA  
Clerk of the Circuit Court & Comptroller  
Escambia County, Florida  
By: [Signature] D.C.  
Date: June 20, 2011

Verified By: [Signature]  
Date: 6/20/11

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND  
COMPENSATION AGREEMENT**

CONTRACT NO. AQ983  
FINANCIAL PROJECT NO. 405499-1-78-13  
F.E.I.D. NO. F596000598052

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, year of 2011, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**FDOT**", and Escambia County, hereinafter referred to as the "**MAINTAINING AGENCY**";

**WITNESSETH:**

**WHEREAS**, **FDOT** is authorized under Sections 334.044 and 335.055, Florida Statutes to enter into this Agreement, and the **MAINTAINING AGENCY** has the authority to enter into this Agreement and to undertake the maintenance and operation of lighting on the State Highway System; and

**WHEREAS**, the **MAINTAINING AGENCY** has authorized its undersigned officers to enter into and execute this Agreement;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, **FDOT** and the **MAINTAINING AGENCY** hereby agree as follows:

**1. Maintenance of Facilities**

- a. The **MAINTAINING AGENCY** shall maintain all the lighting now or hereafter located on the State Highway System within the jurisdictional boundaries of the **MAINTAINING AGENCY**, hereinafter referred to as the "Facilities," throughout its expected useful life. For the purposes of this Agreement, the term Facilities shall be deemed to include, but not necessarily be limited to, lighting for roadways, as well as park and ride, pedestrian overpasses, and recreational areas owned by or located on the property of **FDOT**, but shall exclude those systems listed in Exhibit "A" attached hereto and by this reference made a part hereof, and shall exclude lighting located in weigh stations, rest areas, or on Interstate highways.
- b. In maintaining the Facilities, the **MAINTAINING AGENCY** shall perform all activities necessary to keep the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (ex. high mast, standard, underdeck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and locating (both vertically and horizontally) the Facilities, as may be necessary.
- c. All maintenance shall be in accordance with the provisions of the following:
  - (1) Manual of Uniform Traffic Control Devices; and,
  - (2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances, and **FDOT** procedures.
- d. For lighting installed as part of an **FDOT** project, the **MAINTAINING AGENCY's** obligation to maintain shall commence upon the **MAINTAINING AGENCY's** receipt of notification from **FDOT** that **FDOT** has formally accepted the project, except for the obligation to provide for electrical power, which obligation to provide for electrical power shall commence at such time as the lighting system is ready to be energized; provided, however, that the **MAINTAINING AGENCY** shall not be required to perform any activities which are the responsibilities of **FDOT's** contractor.

Prior to any acceptance by **FDOT**, the **MAINTAINING AGENCY** shall have the opportunity to inspect and request modifications/corrections to the installation(s) and **FDOT** agrees to undertake those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both **FDOT** and the **MAINTAINING AGENCY**

- e. The continuing obligations under this paragraph 1 beyond the first fiscal year hereof are subject to the voluntary negotiation of the amount to be paid as set forth in subparagraph 2b hereof.

**2. Compensation and Payment**

- a. **FDOT** agrees to pay to the **MAINTAINING AGENCY** a lump sum of \$ 58,831.00 for the

fiscal year in which this Agreement is signed (fiscal year as referenced in this Agreement shall be **FDOT's** fiscal year). Payments will be made in accordance with Exhibit B.

- b. For each future fiscal year, **FDOT** and the **MAINTAINING AGENCY** shall agree on the amount to be paid prior to the fiscal year beginning. **FDOT** will issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year. The Work Order shall be an **FDOT** signed letter of authorization to the **MAINTAINING AGENCY** with a subject line containing the terms "State Highway Lighting, Maintenance, And Compensation Agreement Work Order." The Work Order shall reflect the contract number, financial project number, FEID No. of the **MAINTAINING AGENCY**, the fiscal year, and the lump sum amount to be paid for the fiscal year indicated. The Work Order shall be signed by the **MAINTAINING AGENCY** and returned to **FDOT**. No payment will be made on Work Orders which are not properly signed and returned to **FDOT** prior to performing services.
- c. Payment shall be made in one annual lump sum as provided in paragraph 4.

### 3. Record Keeping

The **MAINTAINING AGENCY** shall keep records of all activities performed pursuant to this Agreement. The records shall be kept in a format approved by **FDOT**.

Records shall be maintained and made available upon request to **FDOT** during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to **FDOT** upon request.

### 4. Invoicing

The **MAINTAINING AGENCY** shall invoice **FDOT** yearly in an acceptable format. Invoices may be submitted between May 1 to June 15 of the fiscal year in which the services were provided in order to be processed for payment by June 30.

Upon receipt, **FDOT** has five (5) working days to inspect and approve the goods and services. **FDOT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the **MAINTAINING AGENCY**. Interest penalties of less than one (1) dollar shall not be enforced unless the **MAINTAINING AGENCY** requests payment. Invoices returned to a **MAINTAINING AGENCY** because of **MAINTAINING AGENCY** preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to **FDOT**.

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) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

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 this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

**FDOT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. **FDOT** shall require a statement from the Comptroller of **FDOT** 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 **FDOT** which are for an amount in excess of \$25,000 and which have a term for a period of more than one (1) year.

### 5. Default

In the event that the **MAINTAINING AGENCY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, **FDOT** may exercise one or more of the following options, provided that at no time shall **FDOT** be entitled to receive double recovery of damages:

- a. Pursue a claim for damages suffered by **FDOT** or the public.
- b. Pursue any other remedies legally available.
- c. As to any work not performed by the **MAINTAINING AGENCY**, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the **MAINTAINING AGENCY** if the **MAINTAINING AGENCY** fails to cure the non-performance within fourteen (14) days after written notice from **FDOT** of the non-performance; provided, however, that advance notice and cure shall not be preconditions in the event of an emergency.

**6. Force Majeure**

Neither the **MAINTAINING AGENCY** nor **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

**7. Miscellaneous**

- a. **FDOT** shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- b. The **MAINTAINING AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **MAINTAINING AGENCY** in conjunction with this Agreement. Failure by the **MAINTAINING AGENCY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by **FDOT**.
- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof.
- e. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** shall have a continuing obligation to notify each District of **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

**MAINTAINING AGENCY:**

Escambia County
Public Works - Traffic Division
3363 W. Park Place
Pensacola, Fl. 32505

**FDOT:**

Florida Department of Transportation
Utilities Section
1074 Highway 90
Chipley, FL 32428

- f. **PUBLIC ENTITY CRIME INFORMATION 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, Florida Statutes, for **CATEGORY TWO** for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

g. 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.

h. Nothing herein shall be construed as a waiver of either party's sovereign immunity.

8. **Certification**

This document is a printout of an FDOT form maintained in an electronic format and all revisions thereto by the **MAINTAINING AGENCY** in the form of additions, deletions or substitutions are reflected only in an Appendix entitled "Changes To Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **MAINTAINING AGENCY** hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes to Form Document."

You MUST signify by selecting or checking which of the following applies:

- No changes have been made to this Forms Document and no Appendix entitled "Changes to Form Document" is attached.
- No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Forms Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

**MAINTAINING AGENCY**

BBC Approved 06-16-2011

BY: (Signature) Charles R Oliver

DATE: 06-16-2011

(Typed Name: Charles R "Randy" Oliver, CDEPE)

Witness: Judy H. Witterstauber

(Typed Title: County Administrator)

Witness: \_\_\_\_\_

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

BY: (Signature) \_\_\_\_\_

DATE: \_\_\_\_\_

(Typed Name: Tim Smith)

(Typed Title: District Utilities Engineer)

**FDOT Legal Review**

BY: (Signature) \_\_\_\_\_  
Counsel

DATE: \_\_\_\_\_

(Typed Name: Heather Lane)

This document approved as to form and legal sufficiency.

By [Signature]

Title Asst. County Attorney

Date June 8, 2011

**Exhibit A**

Systems listed below are excluded from this Agreement:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

## EXHIBIT B

### STATE HIGHWAY LIGHTING, MAINTENANCE AND COMPENSATION AGREEMENT

#### 1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the **Maintaining Agency** for the services described in this Agreement and Method by which payments will be made.

#### 2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, the Department will pay the **Maintaining Agency** the Total Lump Sum as indicated in Section 2 of the Agreement. The **Maintaining Agency** will receive one lump sum payment at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum Amount for each Fiscal Year is calculated by taking all of the actual number of qualifying lights times 90% times the FY Unit Rate.

Example:  $330 \text{ lights} \times 0.90 \times \$179.11 = \$53,195.67$

FY	10-11	\$190.01
	11-12	\$195.71
	12-13	\$201.58

Beginning FY 12-13, the Unit Rate for each fiscal year will be 3% more than the Unit Rate from the previous fiscal year, unless otherwise specified in an amendment to this Agreement or changed through an update of this exhibit.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND  
COMPENSATION AGREEMENT**

CONTRACT NO. AQ983  
FINANCIAL PROJECT NO. 405499-1-78-13  
F.E.I.D. NO. F596000598052

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_\_, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**FDOT**", and Escambia County, hereinafter referred to as the "**MAINTAINING AGENCY**";

**WITNESSETH:**

**WHEREAS**, **FDOT** is authorized under Sections 334.044 and 335.055, Florida Statutes to enter into this Agreement, and the **MAINTAINING AGENCY** has the authority to enter into this Agreement and to undertake the maintenance and operation of lighting on the State Highway System; and

**WHEREAS**, the **MAINTAINING AGENCY** has authorized its undersigned officers to enter into and execute this Agreement;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, **FDOT** and the **MAINTAINING AGENCY** hereby agree as follows:

**1. Maintenance of Facilities**

- a. The **MAINTAINING AGENCY** shall maintain all the lighting now or hereafter located on the State Highway System within the jurisdictional boundaries of the **MAINTAINING AGENCY**, hereinafter referred to as the "Facilities," throughout its expected useful life. For the purposes of this Agreement, the term Facilities shall be deemed to include, but not necessarily be limited to, lighting for roadways, as well as park and ride, pedestrian overpasses, and recreational areas owned by or located on the property of **FDOT**, but shall exclude those systems listed in Exhibit "A" attached hereto and by this reference made a part hereof, and shall exclude lighting located in weigh stations, rest areas, or on Interstate highways.
- b. In maintaining the Facilities, the **MAINTAINING AGENCY** shall perform all activities necessary to keep the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (ex. high mast, standard, underdeck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and locating (both vertically and horizontally) the Facilities, as may be necessary.
- c. All maintenance shall be in accordance with the provisions of the following:
  - (1) Manual of Uniform Traffic Control Devices; and,
  - (2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances, and **FDOT** procedures.
- d. For lighting installed as part of an **FDOT** project, the **MAINTAINING AGENCY's** obligation to maintain shall commence upon the **MAINTAINING AGENCY's** receipt of notification from **FDOT** that **FDOT** has formally accepted the project, except for the obligation to provide for electrical power, which obligation to provide for electrical power shall commence at such time as the lighting system is ready to be energized; provided, however, that the **MAINTAINING AGENCY** shall not be required to perform any activities which are the responsibilities of **FDOT's** contractor.

Prior to any acceptance by **FDOT**, the **MAINTAINING AGENCY** shall have the opportunity to inspect and request modifications/corrections to the installation(s) and **FDOT** agrees to undertake those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both **FDOT** and the **MAINTAINING AGENCY**

- e. The continuing obligations under this paragraph 1 beyond the first fiscal year hereof are subject to the voluntary negotiation of the amount to be paid as set forth in subparagraph 2b hereof.

**2. Compensation and Payment**

- a. **FDOT** agrees to pay to the **MAINTAINING AGENCY** a lump sum of \$ 60,063.40 for the fiscal year in which this Agreement is signed (fiscal year as referenced in this Agreement shall be **FDOT's**

fiscal year). Payments will be made in accordance with Exhibit B.

- b. For each future fiscal year, **FDOT** and the **MAINTAINING AGENCY** shall agree on the amount to be paid prior to the fiscal year beginning. **FDOT** will issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year. The Work Order shall be an **FDOT** signed letter of authorization to the **MAINTAINING AGENCY** with a subject line containing the terms "State Highway Lighting, Maintenance, And Compensation Agreement Work Order." The Work Order shall reflect the contract number, financial project number, FEID No. of the **MAINTAINING AGENCY**, the fiscal year, and the lump sum amount to be paid for the fiscal year indicated. The Work Order shall be signed by the **MAINTAINING AGENCY** and returned to **FDOT**. No payment will be made on Work Orders which are not properly signed and returned to **FDOT** prior to performing services.
- c. Payment shall be made in one annual lump sum as provided in paragraph 4.

### 3. Record Keeping

The **MAINTAINING AGENCY** shall keep records of all activities performed pursuant to this Agreement. The records shall be kept in a format approved by **FDOT**.

Records shall be maintained and made available upon request to **FDOT** during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to **FDOT** upon request.

### 4. Invoicing

The **MAINTAINING AGENCY** shall invoice **FDOT** yearly in an acceptable format. Invoices may be submitted between May 1 to June 15 of the fiscal year in which the services were provided in order to be processed for payment by June 30.

Upon receipt, **FDOT** has five (5) working days to inspect and approve the goods and services. **FDOT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the **MAINTAINING AGENCY**. Interest penalties of less than one (1) dollar shall not be enforced unless the **MAINTAINING AGENCY** requests payment. Invoices returned to a **MAINTAINING AGENCY** because of **MAINTAINING AGENCY** preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to **FDOT**.

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) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

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 this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

**FDOT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. **FDOT** shall require a statement from the Comptroller of **FDOT** 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 **FDOT** which are for an amount in excess of \$25,000 and which have a term for a period of more than one (1) year.

### 5. Default

In the event that the **MAINTAINING AGENCY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, **FDOT** may exercise one or more of the following options, provided that at no time shall **FDOT** be entitled to receive double recovery of damages:

- a. Pursue a claim for damages suffered by **FDOT** or the public.
- b. Pursue any other remedies legally available.

- c. As to any work not performed by the **MAINTAINING AGENCY**, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the **MAINTAINING AGENCY** if the **MAINTAINING AGENCY** fails to cure the non-performance within fourteen (14) days after written notice from **FDOT** of the non-performance; provided, however, that advance notice and cure shall not be preconditions in the event of an emergency.

**6. Force Majeure**

Neither the **MAINTAINING AGENCY** nor **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

**7. Miscellaneous**

- a. **FDOT** shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- b. The **MAINTAINING AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **MAINTAINING AGENCY** in conjunction with this Agreement. Failure by the **MAINTAINING AGENCY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by **FDOT**.
- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof.
- e. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** shall have a continuing obligation to notify each District of **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

**MAINTAINING AGENCY:**

Escambia County
Public Works/Transportation & Traffic Ops.
3363 West Park Place
Pensacola, FL 32505

**FDOT:**

Florida Department of Transportation
Utilities Section
1074 Highway 90
Chipley, FL 32428

- f. **PUBLIC ENTITY CRIME INFORMATION 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, Florida Statutes, for **CATEGORY TWO** for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
- g. 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.

h. Nothing herein shall be construed as a waiver of either party's sovereign immunity.

i. **MAINTAINING AGENCY:**

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **MAINTAINING AGENCY** during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

**8. Certification**

This document is a printout of an FDOT form maintained in an electronic format and all revisions thereto by the **MAINTAINING AGENCY** in the form of additions, deletions or substitutions are reflected only in an Appendix entitled "Changes To Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **MAINTAINING AGENCY** hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes to Form Document."

You MUST signify by selecting or checking which of the following applies:

- No changes have been made to this Forms Document and no Appendix entitled "Changes to Form Document" is attached.
- No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Forms Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

**MAINTAINING AGENCY**

BY: (Signature)

(Typed Name: Charles R. "Randy" Oliver)

(Typed Title: County Administrator)

DATE: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

BY: (Signature)

(Typed Name: Tim Smith)

(Typed Title: District Utilities Engineer)

DATE: \_\_\_\_\_

This document approved as to form and legal sufficiency.

By: [Signature]  
 Title: ACA  
 Date: 11/7/11

**FDOT Legal Review**

BY: (Signature)  
Counsel

(Typed Name: Heather Lane)

DATE: \_\_\_\_\_

**Exhibit A**

Systems listed below are excluded from this Agreement:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

## EXHIBIT B

### STATE HIGHWAY LIGHTING, MAINTENANCE AND COMPENSATION AGREEMENT

#### 1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the **Maintaining Agency** for the services described in this Agreement and Method by which payments will be made.

#### 2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, the Department will pay the **Maintaining Agency** the Total Lump Sum as indicated in Section 2 of the Agreement. The **Maintaining Agency** will receive one lump sum payment at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum Amount for each Fiscal Year is calculated by taking all of the actual number of qualifying lights times 90% times the FY Unit Rate.

Example:  $330 \text{ lights} \times 0.90 \times \$179.11 = \$53,195.67$

FY	10-11	\$190.01
	11-12	\$195.71
	12-13	\$201.58

Beginning FY 12-13, the Unit Rate for each fiscal year will be 3% more than the Unit Rate from the previous fiscal year, unless otherwise specified in an amendment to this Agreement or changed through an update of this exhibit.

RESOLUTION 2011-\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE REVISED STATE HIGHWAY SYSTEM LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County (hereinafter referred to as the "County") previously executed the STATE HIGHWAY SYSTEM LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT, FPID 405499-1-78-13 (hereinafter referred to as the Agreement") with the State of Florida Department of Transportation (hereinafter referred to as the "FDOT") and the County adopted Resolution R2011-89 in support of same; and

WHEREAS, prior to the FDOT executing the Agreement, the FDOT revised the amount payable under the Agreement for the FDOT's 2011/2012 Fiscal Year in order to provide additional compensation to the County for maintenance and street lighting on State highways; and

WHEREAS, the FDOT finds it necessary for the County to execute and deliver to the FDOT a revised Agreement reflecting the correct compensation; and

WHEREAS, Escambia County concurs in finding it necessary to execute and deliver the revised Agreement to the FDOT;

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

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

Section 2. That the Board hereby supports the proposed Agreement with the FDOT.

Section 3. That the Board hereby authorizes the County Administrator to execute the Agreement.

Section 4. That this Resolution shall take effect upon adoption by the Board of County Commissioners.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2011.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court

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

(SEAL)

This document approved as to form and legal sufficiency.

By: *Kristin Aug*

Title: *ACF*

Date: *11/6/11*



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1860**

**County Administrator's Report Item #: 12. 20.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 12/08/2011

**Issue:** Issuance of not exceeding \$20,000,000 Escambia County, Florida Capital Improvement Refunding Revenue Bond, Series 2011, to evidence a bank loan to fin

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Refinancing the 2002 Capital Improvement Revenue Bonds - Amy Lovoy, Management & Budget Services Department Director

That the Board of County Commissioners adopt a Resolution (the "2011 Resolution") authorizing the issuance and sale of a not exceeding \$20,000,000 Escambia County, Florida, Capital Improvement Revenue Bond, Series 2011 (the "2011 Bond"), which 2011 Resolution approves the bank loan and issuance of the 2011 Bond, approves by reference a form of Escrow Deposit Agreement between the County and an Escrow Holder to be designated by the Chairman or his designee prior to issuance of the 2011 Bond and approves the execution and delivery of a Forward Rate Lock, if required.

**BACKGROUND:**

The proposed 2011 Bond is to be issued to evidence a bank loan for the purpose of refinancing all or a portion of the outstanding Capital Improvement Revenue Bonds, Series 2002 (the "Refunded 2002 Bonds") issued pursuant to Resolution R2002-200 adopted by the Board on November 19, 2002. The Refunded 2002 Bonds were issued to finance certain capital improvements of the County located on Santa Rosa Island.

The proposed refinancing is for debt service savings and to provide for the release of certain covenants with respect to the Refunded 2002 Bonds. The interest rate of 3.14% is locked until December 9, 2011. The refinancing has been structured to provide the savings to the County over the life of the 2011 Bond.

The net proceeds of the 2011 Bond will be deposited into an Escrow Account created under the Escrow Deposit Agreement. Such amount will be held in cash and invested in Federal Securities, United States government obligations and will be sufficient, together with interest earnings thereon, to pay and retire the Refunded 2002 Bonds on October 1, 2012, the first possible optional redemption date.

The 2011 Bond is secured by a covenant to budget and appropriate from available Non-Ad Valorem Revenues, releasing as to the 2011 Bond the pledge of Net Toll Revenues and Lease Revenues. The 2011 Bond does not constitute a general obligation or a pledge of the full faith

and credit of the County.

**BUDGETARY IMPACT:**

This refinancing will result in net present value savings of almost \$2,600,000 or 13.95%.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The 2011 Resolution and its attachment has been prepared by McGuireWoods LLP, the County's Bond Counsel, and has been reviewed and approved by staff and by the County's Financial Advisor, First Southwest.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

These Bonds will comply with the Board's requirements for the issuance of County Bonds.

**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

Bond Resolution  
2002CIP Refinancing

**RESOLUTION NO. R2011-\_\_**

**Adopted December 8, 2011**

**ESCAMBIA COUNTY, FLORIDA  
(the "Issuer")**

**Relating to**

**NOT EXCEEDING \$20,000,000  
ESCAMBIA COUNTY, FLORIDA  
CAPITAL IMPROVEMENT REFUNDING REVENUE BOND, SERIES 2011**

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**RESOLUTION NO. R2011-\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, PROVIDING FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING \$20,000,000 CAPITAL IMPROVEMENT REFUNDING REVENUE BOND, SERIES 2011, TO FINANCE THE COST OF REFUNDING ALL OF THE ISSUER'S REMAINING OUTSTANDING CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2002; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH BOND; PROVIDING FOR THE PAYMENT THEREOF; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR THE MATURITY, INTEREST RATE, REDEMPTION PROVISIONS AND OTHER DETAILS WITH RESPECT TO SUCH BOND; AUTHORIZING EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT; AUTHORIZING OTHER ACTIONS IN CONNECTION WITH THE DELIVERY OF SUCH BOND; AND PROVIDING AN EFFECTIVE DATE.**

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

**Section 1. Authority for this Resolution.**

This Resolution is adopted by the Board of County Commissioners of Escambia County, Florida (the "Issuer") pursuant to the provisions of the Act, hereinafter defined.

**Section 2. Definitions.**

The following terms shall have the following meanings in this Resolution unless the context otherwise expressly requires. Where the context so requires, words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations. Whenever the word "includes" or "including" is used, such word means "includes" or "including", without limitation.

**"2002 Resolution"** shall mean Resolution No. R2002-200 duly adopted by the Issuer on November 19, 2002, authorizing the 2002 Bonds.

**"2002 Bonds"** shall mean the Issuer's Capital Improvement Revenue Bonds, Series 2002, issued in the original aggregate principal amount of \$22,305,000, dated November 15, 2002, and authorized and issued pursuant to the 2002 Resolution.

**"2011 Bond"** shall mean the Bond so designated and authorized pursuant to Section 6 hereof.

**"2011 Bond Interest Rate"** shall mean a rate of interest per annum equal to the Fixed Interest Rate, as such interest rate may be adjusted as provided on Schedule "I" to the form of 2011 Bond attached hereto.

**"Act"** shall mean the Constitution and laws of the State of Florida, including Chapter 125, Florida Statutes, Home Rule Ordinance 74-8, as amended, and other applicable provisions of law.

**"Allocable Portion of the Cost of Essential Services"** means, for calculating the same for purposes of Section 13(I)(ii) hereof, for a Fiscal Year, an amount equal to a percentage of the Cost of Essential Services, with such percentage calculated by dividing the amount of Non-Ad Valorem Revenues for such Fiscal Year by the amount of Total Governmental Funds Revenues for such Fiscal Year.

**"Annual Debt Service"** means, as of any particular date of calculation, the annual debt service requirement for all Debt in each such Fiscal Year except that with respect to any Debt for which amortization installments have been established, the amount of principal coming due on the final maturity date with respect to such Debt shall be reduced by the aggregate principal amount of such Debt that is to be redeemed or paid from amortization installments to be made in prior Fiscal Years.

**"Bank"** shall mean SunTrust Bank, the initial Registered Owner of the 2011 Bond, and its successors and assigns.

**"Bond Counsel"** shall mean McGuireWoods LLP.

**"Bondholder," "Holder," "Registered Owner" or "Owner"** shall mean any person in whose name the 2011 Bond is registered.

**"Code"** shall mean the Internal Revenue Code of 1986, as amended, and all valid and applicable regulations promulgated thereunder.

**"Cost of Essential Services"** means the cost of services necessary for the conducting of the public safety and general governmental operations of the Issuer reflected as "General Government" and "Public Safety" in the Issuer's audited financial statements.

**"County"** shall mean Escambia County, Florida, a political subdivision of the State.

**"Debt"** means as of any date and without duplication, all of the following to the extent that they are payable in whole or in part from any Non-Ad Valorem Revenues: (i) all obligations of the Issuer for borrowed money or evidenced by bonds, debentures, notes or other similar instruments; (ii) all obligations of the Issuer to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; (iii) all obligations of the Issuer as lessee under capitalized leases; and (iv) all

indebtedness of other persons to the extent guaranteed by, or secured by Non-Ad Valorem Revenues of, the Issuer.

**“Escrow Deposit Agreement”** shall mean the Escrow Deposit Agreement to be entered into by and between the Issuer and an Escrow Holder named therein, in substantially the form attached hereto as Exhibit “B”

**“Federal Securities”** shall mean direct obligations of the United States of America, none of which permit redemption prior to maturity at the option of the obligor.

**“Fiscal Year”** shall mean the period commencing on October 1 of each year and continuing to and including the succeeding September 30, or such other annual period as may be established by law as the Issuer’s fiscal year; provided however, that when such term is used to describe the period during which deposits are to be made to amortize principal and interest on Debt maturing or becoming subject to redemption, including without limitation, interest and principal maturing or becoming subject to redemption on October 1 of any year shall be deemed to mature or become subject to redemption on the last day of preceding Fiscal Year.

**“Fixed Interest Rate”** means 3.11 percent per annum, calculated on the basis of a 360 day year of twelve 30-day months, as set forth in the form of the 2011 Bond attached hereto.

**“Interest Payment Date”** shall mean a date on which interest on the 2011 Bond is nominally due, as reflected in the form of 2011 Bond attached hereto as Exhibit “A.”

**“Maximum Annual Debt Service”** means, as of any particular date of calculation, the largest Annual Debt Service in any Fiscal Year.

**“Non-Ad Valorem Revenues”** shall mean all revenues of the Issuer derived from any source whatever other than ad valorem taxation on real and personal property, which are legally available for payment of debt service by the Issuer and excluding investment income on funds and accounts held in respect of the payment of any debt obligations of the Issuer secured by any of the foregoing sources and excluding revenues derived from the revenues of a utility system or any other enterprise fund of the Issuer, except to the extent that revenues derived from such sources have been deposited into the Issuer’s Governmental Funds, including, without limitation, the General Fund and such other funds and accounts that are non-enterprise funds and accounts.

**“Paying Agent”** shall mean an officer of the Issuer or the bank or trust company which the Issuer may from time to time designate to serve as paying agent for the 2011 Bond.

**“Pledged Revenues”** shall mean (i) Non-Ad Valorem Revenues budgeted, appropriated and deposited in the Debt Service Fund created and established under this Resolution, (ii) investment income received from the investment of moneys in the Debt Service Fund and accounts established hereunder (other than amounts constituting any rebate liability as described in Section 13F hereunder), and (iii) any other moneys deposited in the Debt Service Fund in connection with the repayment of the 2011 Bond.

**"Put Date"** shall mean October 1, 2021.

**"Refunded 2002 Bonds"** shall mean all of the remaining outstanding 2002 Bonds, all as further identified in the Escrow Deposit Agreement.

**"Refunded 2002 Bonds Redemption Date"** shall mean October 1, 2012, being the first available date on which the Refunded 2002 Bonds may be redeemed at the option of the Issuer.

**"Registrar"** shall mean the registrar for the 2011 Bond appointed pursuant to Section 9B hereof.

**"Resolution"** shall mean this Resolution of the Issuer, as hereafter amended and supplemented from time to time in accordance with the provisions, hereof.

**"State"** shall mean the State of Florida.

**"Total Governmental Funds Revenues"** means all revenues of the Issuer, including all Non-Ad Valorem Revenues and revenues derived from ad valorem taxes (other than such taxes imposed pursuant to the referendum and allocable solely to debt service incurred on Debt approved by such referendum).

### **Section 3. Findings.**

It is hereby ascertained, determined and declared that:

A. The Pledged Revenues are not pledged or encumbered in any manner.

B. It is necessary and desirable to advance refund the Refunded 2002 Bonds in order to (i) achieve a reduction in annual Bond Service Requirements, as defined in the 2002 Resolution, to repay such obligations and (ii) take advantage of historically low fixed interest rates presently available in the bond market. The amount needed to refund the Refunded 2002 Bonds is not less than the net proceeds to be derived from the sale of the 2011 Bond and certain amounts set aside for the Refunded 2002 Bonds in the Sinking Fund established under the 2002 Resolution, at the time the 2011 Bond is delivered. An amount sufficient, together with earnings thereon, to effect the refunding of the Refunded 2002 Bonds will be deposited in an irrevocable escrow account established for the owners of the Refunded 2002 Bonds, and invested in cash and Federal Securities, in accordance with Section 17 of the 2002 Resolution. The principal amounts of and interest earnings from such cash and Federal Securities will be sufficient to make timely payments of all principal, interest and redemption premiums with respect to the Refunded 2002 Bonds and to redeem and retire such Refunded 2002 Bonds on the Refunded 2002 Bonds Redemption Date.

C. The estimated cost of the refunding described herein shall be deemed to include such expenses as may be necessary, incident and proper for the financing herein authorized.

D. The estimated Pledged Revenues will be sufficient to pay all of the principal of and interest on the 2011 Bond, as the same become due, and to make all other payments required by the Resolution or otherwise required to be paid from the Pledged Revenues.

E. The maximum annual debt service on all debt outstanding of the Issuer as of the date of delivery of the 2011 Bond does not exceed fifty percent (50%) of the total general purpose non-ad valorem revenues of the Issuer received in the Fiscal Year ending September 30, 2010.

F. The principal of and interest on the 2011 Bond and all required deposits into the Debt Service Fund or other required payments are limited and special obligations of the Issuer, payable solely from and secured by an irrevocable pledge of the Pledged Revenues. The 2011 Bond shall not constitute an indebtedness, liability, general or moral obligation, or a pledge of the faith, credit or taxing power of the Issuer, the State, or any political subdivision thereof within the meaning of any constitutional or statutory provision or limitation. Neither the State nor any political subdivision thereof, nor the Issuer shall be obligated (1) to exercise its ad valorem taxing power or any other taxing power in any form on any real or personal property in the County to pay the principal of, premium, if any, and interest on the 2011 Bond or to make any of the required deposits into the Debt Service Fund or other payments thereon other costs incidental thereto or (2) to pay the same from any other funds of the Issuer, except from the Pledged Revenues, in the manner provided herein.

The 2011 Bond shall not constitute a lien upon any property of or located in the County, but shall constitute a lien only on the Pledged Revenues in the manner provided herein.

#### **Section 4. Refunding Authorized.**

The Issuer deems it necessary and in its best interest to provide for the refunding of the Refunded 2002 Bonds. There is hereby authorized the refunding of the Refunded 2002 Bonds in the manner provided herein and in the Escrow Deposit Agreement. The proper officers of the Issuer are hereby directed to take all action and steps deemed necessary to refund the Refunded 2002 Bonds, which are not inconsistent with the terms and provisions of the Resolution.

#### **Section 5. This Resolution to Constitute Contract.**

In consideration of the acceptance of the 2011 Bond authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Bondholder. The covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of such Bondholder of the 2011 Bond.

#### **Section 6. Authorization of 2011 Bond.**

Subject and pursuant to the provisions hereof, an obligation of the Issuer, to be known as "Capital Improvement Refunding Revenue Bond, Series 2011" is authorized to be issued in an amount not exceeding the amount set forth in the title hereof, for purposes of refunding the

Refunded 2002 Bonds. Upon the issuance of the 2011 Bond in accordance herewith, the authorization for the unissued, remaining portion of the 2011 Bond set forth in the title hereof shall be deemed cancelled.

**Section 7. Description of 2011 Bond.**

The 2011 Bond shall be dated as of its date of initial issuance and delivery and issued in a single denomination in an amount not exceeding the principal amount authorized herein and shall have such other terms as are set forth in the form of 2011 Bond described and referred to in Section 12 hereof. The 2011 Bond shall bear interest at the 2011 Bond Interest Rate, payable semi-annually on each October 1 and April 1, commencing April 1, 2012, with interest calculated on the outstanding balance of the 2011 Bond on the basis of a 360 day year of twelve 30-day months, subject to adjustment as provided herein. The principal amount of the 2011 Bond shall mature in installments on the dates and in the amounts as shall be approved by the Chair upon the recommendation of the Issuer's Financial Advisor, with the final maturity to be not later than October 1, 2032, as set forth on Schedule "I" attached to the form of 2011 Bond, with the remaining principal balance, together with any unpaid interest accrued thereon, subject to redemption and mandatory tender prior to maturity as provided herein.

**Section 8. Execution of 2011 Bond.**

The 2011 Bond shall be executed in the name of the Issuer by the manual or facsimile signature of the Chairman or Vice-Chairman of its governing body on the date of adoption hereof, or any subsequent Chairman or Vice-Chairman, and attested by the manual or facsimile signature of the Clerk to the Board of County Commissioners, and the official seal of the Issuer shall be affixed thereto or reproduced thereon. The facsimile signatures of such officers may be imprinted or reproduced thereon. In case any officer whose signature shall appear on the 2011 Bond shall cease to be such officer before the delivery of such 2011 Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery. The 2011 Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such 2011 Bond shall hold the proper office with the Issuer, although at the date of adoption of this Resolution such person may not have held such office or may not have been so authorized.

**Section 9. Negotiability and Registration.**

A. **NEGOTIABILITY.** Subject to the provisions hereof for registration of the 2011 Bond, the 2011 Bond shall be and shall have all of the qualities and incidents of a negotiable instrument under the Uniform Commercial Code - Investment Securities of the State, and each successive Bondholder, by accepting the 2011 Bond, shall be conclusively deemed to have agreed that such 2011 Bond shall be and have all of the qualities and incidents of a negotiable instrument under the Uniform Commercial Code-Investment Securities of the State.

**B. REGISTRATION, TRANSFER AND EXCHANGE.**

The transfer and exchange of the 2011 Bond shall be registered in the registration books of the Issuer. The Clerk of Circuit Court, ex-officio Clerk to the Board of County Commissioners, is hereby designated as Registrar for the 2011 Bond. The Registrar shall maintain the registration books of the Issuer and be responsible for the transfer and exchange of the 2011 Bond in compliance with the Florida Registered Public Obligations Act, being Chapter 279, Florida Statutes, as amended, and the system of registration as established by the Issuer pursuant hereto.

The 2011 Bond may be transferred upon the registration books, upon delivery to the Registrar, together with written instructions as to the details of the transfer of such 2011 Bond, along with the social security number or federal employer identification number of such transferee and, if such transferee is a trust, the name and social security or federal employee identification numbers of the settlor and beneficiaries of the trust, the date of the trust and the name of the trustee. No transfer of any 2011 Bond shall be effective until entered on the registration books maintained by the Registrar. The transfer of any 2011 Bond shall be restricted to transferees who are banks or other financial institutions, and the Registrar shall not transfer or authenticate any 2011 Bond except upon delivery to the Issuer of a purchaser's letter as set forth herein.

Upon surrender for transfer or exchange of any 2011 Bond, the Issuer shall execute and the Registrar shall authenticate and deliver in the name of the Registered Owner or the transferee or transferees, as the case may be, a new fully registered 2011 Bond of authorized denominations of the same maturity and interest rate for the principal amount which the Registered Owner is entitled to receive at the earliest practicable time in accordance with the provisions of this Resolution.

The 2011 Bond presented for transfer, exchange, redemption or payment (if so required by the Registrar), shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Registrar, duly executed by the Registered Owner or by his duly authorized attorney in fact or legal representative.

The 2011 Bond delivered upon transfer or exchange shall be dated and shall bear interest from such date that neither gain nor loss in interest shall result from the transfer or exchange. A new 2011 Bond delivered upon any transfer or exchange shall be valid obligations of the Issuer, evidencing the same debt as the 2011 Bond surrendered, shall be secured by this Resolution and shall be entitled to all of the security and the benefits hereof to the same extent as the 2011 Bond surrendered.

The Issuer and the Registrar may treat the Registered Owner of any 2011 Bond as the absolute owner thereof for all purposes, whether or not such 2011 Bond shall be overdue, and shall not be bound by any notice to the contrary.

Whenever any 2011 Bond shall be delivered to the Registrar for cancellation, upon payment of the principal amount thereof, or for replacement, transfer or exchange, such 2011 Bond shall be cancelled and, upon request of the Issuer, destroyed by the Registrar. Counterparts of the certificate of destruction evidencing any such destruction shall be furnished to the Issuer.

Notwithstanding the above, no 2011 Bond shall be transferred unless the transferee shall execute and deliver to the Registrar and to the Issuer a purchaser's letter in substantially the form set forth in the form of 2011 Bond hereinafter set forth.

**Section 10. 2011 Bond Mutilated, Destroyed, Stolen or Lost.**

In case any 2011 Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may in its discretion issue and deliver a new 2011 Bond of like tenor as the 2011 Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated 2011 Bond upon surrender and cancellation of such mutilated 2011 Bond or in lieu of and substitution for the 2011 Bond destroyed, stolen or lost, and upon the Bondholder furnishing the Issuer proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur.

**Section 11. Provisions for Redemption and Mandatory Tender.**

The 2011 Bond is subject to redemption prior to its maturity at the option of the Issuer, in whole on any business day upon not less than two business days prior written notice at a redemption price of 100% of the principal amount being redeemed plus accrued interest to the date of redemption.

The 2011 Bond shall be subject to mandatory purchase by the Issuer on the Put Date unless the Issuer shall have received written notice from the Holder of the 2011 Bond not earlier than 120 days and not later than 90 days prior to the Put Date that such Holder has elected not to tender the 2011 Bond on such Put Date.

**Section 12. Form of the 2011 Bond.**

The text of the 2011 Bond shall be in substantially in the form attached hereto as "Exhibit A" with such changes, omissions, insertions and variations as may be necessary and desirable and not in conflict with this Resolution. Execution and delivery of the 2011 Bond and any other document in connection with the issuance of the 2011 Bond by the authorized officers of the Issuer shall be conclusive evidence of the approval of any changes, insertions, omissions or variations.

**Section 13. Covenants of the Issuer.**

For as long as any of the principal of and interest on the 2011 Bond shall be outstanding and unpaid, or until payment has been provided for as herein permitted, the Issuer covenants with the Bondholder of the 2011 Bond as follows:

**A. LIMITED OBLIGATIONS.**

The principal of and interest on the 2011 Bond and all required deposits into the Debt Service Fund and other required payments hereunder are limited and special obligations of the Issuer, payable solely from and secured by an irrevocable pledge of the Pledged Revenues, as provided herein. The 2011 Bond shall not constitute an indebtedness, liability, general or moral obligation, or a pledge of the faith, credit or taxing power of the Issuer, the State, or any political subdivision thereof, within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Pledged Revenues, as herein provided. Neither the State nor any political subdivision thereof, nor the Issuer shall be obligated (1) to exercise its ad valorem taxing power or any other taxing power in any form on any real or personal property in the territory of the Issuer to pay the principal of, premium, if any, and interest on the 2011 Bond or to make any of the required deposits into the Debt Service Fund or other payments thereon, or other costs incidental thereto or (2) to pay the same from any other funds of the Issuer, except from the Pledged Revenues, as provided herein.

**B. ESTABLISHMENT OF THE DEBT SERVICE FUND AND ACCOUNTS THEREIN.**

There is hereby created and established a Debt Service Fund (and the Principal Account and Interest Account therein). The Debt Service Fund and any other special funds herein established and created shall constitute trust funds for the purposes provided herein for such funds. All such funds shall be continuously secured in the same manner as deposits of governmental funds are authorized to be secured by the laws of the State.

The cash required to be accounted for in any funds established hereunder may be deposited in a single bank account, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the cash on deposit therein for the various purposes of such funds as herein provided.

The designation and establishment of the various funds and accounts in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided.

**C. DISPOSITION OF PLEDGED REVENUES.**

The Issuer shall deposit the Non-Ad Valorem Revenues budgeted and appropriated into the Debt Service Fund at such times (but in no case later than the business day next preceding an Interest Payment Date) and in such amounts as shall be sufficient to make full and timely payments of the principal of, redemption premium, if any, interest on the 2011 Bond, all as the same become due and payable, in each year that the 2011 Bond is outstanding and unpaid.

**D. COVENANT TO BUDGET AND APPROPRIATE.**

The Issuer hereby covenants and agrees to prepare, approve and appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues lawfully available, in each Fiscal Year, amounts sufficient, together with other available moneys, to pay such amounts as the same become due (whether by redemption, at maturity or otherwise). Such covenant and agreement on the part of the Issuer to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. Once such Non-Ad Valorem Revenues are so budgeted and appropriated, the same shall constitute "Pledged Revenues" hereunder. Notwithstanding the foregoing covenant of the Issuer, the Issuer does not covenant to maintain any services or programs, now provided or maintained by the Issuer, which generate Non-Ad Valorem Revenues.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Bondholders a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of such Issuer. Such covenant to appropriate Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereinafter entered into (including the payment of debt service on bonds and other debt instruments). However, the covenant to budget and appropriate in its general annual budget for the purposes and in the manner stated herein shall have the effect of making available Non-Ad Valorem Revenues for the payment of the 2011 Bond and other amounts owing hereunder in the manner described herein and placing on the Issuer a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations hereunder; subject, however, in all respects to the restrictions of Section 129.07, Florida Statutes, which provides, in part, that it is unlawful for the board of county commissioners of a county to expend or contract for the expenditure or make appropriations in any fiscal year which shall exceed the amount to be received from taxation and other revenue sources in such fiscal year, and subject, further, to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer or which are legally mandated by applicable law.

**E. CONDITIONS TO DELIVERY OF 2011 BOND.**

The 2011 Bond shall not be issued hereunder unless not later than simultaneously with the issuance thereof amounts sufficient to constitute "provision for payment" of the Refunded 2002 Bonds, within the meaning of Section 17 of the 2002 Resolution, have been deposited under the Escrow Deposit Agreement.

**F. TAX COMPLIANCE.**

The Issuer at all times while the 2011 Bond or any portion thereof is outstanding will comply with all applicable provisions of the Code and any valid and applicable rules and regulations promulgated thereunder, in order to ensure that the interest on the 2011 Bond will be excluded from gross income for Federal income tax purposes. The Issuer hereby covenants that it will make no investment or other use of the proceeds of the 2011 Bond which would cause such 2011 Bond to be an "arbitrage bond" as that term is defined in Section 148 of the Code and regulations promulgated thereunder.

Unless the Issuer shall have satisfied the requirements of Section 148 of the Code so as to cause the 2011 Bond to be exempted from the rebate requirement, the Issuer shall make such periodic calculations of the Issuer's rebate liability on the 2011 Bond and remit such payments as shall be required to comply with Section 148(e) of the Code.

The Issuer covenants that upon request it will make all filings of reports or other documents as may be required by Section 149(e) of the Code and regulations promulgated thereunder.

The Issuer covenants that it will not take any action or allow any action which would cause the 2011 Bond to become "private activity bonds" as described in Section 141 of the Code, or to become subject to the alternative minimum tax under the Code.

The Issuer covenants to take all actions reasonable and necessary to maintain the exclusion of the interest on the 2011 Bond from gross income for Federal income tax purposes.

The provisions of this Subsection may be modified or amended by resolution of the Issuer without the consent of any Bondholder, upon receipt of an opinion of nationally recognized Bond Counsel to the effect that such modification or amendment will not adversely affect the exclusion from gross income of interest on the 2011 Bond for purposes of Federal income taxation.

**G. DEFEASANCE.**

If, at any time, the Issuer shall have paid, or shall have made provision for payment of, the principal, interest and redemption premium, if any, with respect to the 2011 Bond, then, and in that event, the covenants, liens and pledges entered into, created or imposed pursuant to this Resolution in favor of the Bondholder shall be no longer in effect. For purposes of the preceding

sentence, deposit of Federal Securities or bank certificates of deposit fully secured as to principal and interest by Federal Securities (or upon consent of the Holder of the 2011 Bond, deposit of any other securities or investments which may be authorized by law from time to time and sufficient under such law to effect such a defeasance) in irrevocable trust with a banking institution or trust company, for the sole benefit of the Bondholder, in respect to which such Federal Securities (or certificates of deposit or such other securities or investments), the principal of which, together with the income thereon, will be sufficient to make timely payment of the principal of, interest on and redemption premium, if any, on the outstanding 2011 Bond, shall be considered "provision for payment." Nothing herein shall be deemed to require the Issuer to exercise its option to prepay all or any portion of the 2011 Bond prior to maturity pursuant to any applicable optional redemption provisions, or to impair the discretion of the Issuer in determining whether to exercise any such option for early redemption.

#### H. FINANCIAL STATEMENTS.

The Issuer shall provide the Bondholder with (i) a copy of the Issuer's annual budget within thirty (30) days after said budget has been adopted, (ii) the Issuer's annual audited statements within two hundred seventy (270) days of the end of the Issuer's fiscal year, and (iii) any other information the Bank may reasonably request in writing.

#### I. ANTIDILUTION PROVISIONS.

For so long as any of the principal amount of or interest on the 2011 Bond is outstanding or any duty or obligation of the Issuer hereunder or under the 2011 Bond remains unpaid or unperformed, the Issuer agrees and covenants as follows:

(i) No Adverse Borrowings. The Issuer shall not issue or incur any indebtedness or obligation if such would materially and adversely affect the ability of the Issuer to timely pay debt service on the 2011 Bond or any other amounts owing by the Issuer under this Resolution or the 2011 Bond, provided that compliance with paragraph (ii) below shall constitute evidence of compliance with this paragraph. In addition, additional Debt shall only be issued if the Issuer shall not be in default in performing any of the covenants and obligations assumed under this Resolution and the 2011 Bond, and all payments herein required to have been made into the accounts and funds, as provided herein, shall have been made to the full extent required.

(ii) Anti-Dilution. The Issuer shall in each Fiscal Year maintain an amount of Non-Ad Valorem Revenues less the Allocable Portion of the Cost of Essential Services for such Fiscal Year that equals or exceeds 1.20 times the Maximum Annual Debt Service on all outstanding Debt. The Issuer shall furnish annually a certificate to the Holder of the 2011 Bond establishing compliance with the provisions of this paragraph together with the information required under Section 13H herein, which certificate shall include the calculation as illustrated in Exhibit "C" attached hereto for the Fiscal Year Ended September 30, 2010, revised to provide for the applicable annual period.

For purposes of calculating the foregoing, if any Debt bears a rate of interest that is not fixed for the entire term of the Debt (excluding any provisions that adjust the interest rate upon a

change in tax law or in the tax treatment of interest on the debt or upon a default), then the interest rate on such Debt shall be assumed to be the higher of (a) the average rate of actual interest borne by such Debt during the most recent complete month prior to the date of calculation, (b) (1) for Debt the interest on which is excluded from gross income of the holders thereof for federal tax purposes, The Bond Buyer Revenue Bond Index last published in the month preceding the date of calculation plus one percent, or (2) for Debt the interest on which is not excluded from the gross income of the holders thereof for federal tax purposes, the yield on a U.S. Treasury obligation with a constant maturity closest to but not before the maturity date of such Debt, as reported in Statistical Release H.15 of the Federal Reserve on the last day of the month preceding the date of issuance of such proposed Debt, plus three percent; provided, however, that if the Issuer shall have entered into an interest rate swap or interest rate cap or shall have taken any other action which has the effect of fixing or capping the interest rate on such Debt for the entire term thereof, then such fixed or capped rate shall be used as the applicable rate for the period of such swap or cap, and provided further that if The Bond Buyer Revenue Bond Index or Statistical Release H.15 of the Federal Reserve is no longer available or no longer contains the necessary data, such other comparable source of comparable data as selected by the Holder shall be utilized in the foregoing calculations. In addition, for the purpose of calculating the foregoing: "balloon indebtedness" (as defined in the immediately succeeding sentence) shall be assumed to amortize over a period not to exceed 20 years in substantially equal annual payments at the interest rate set forth in the instrument evidencing such Debt if the interest rate is fixed and, if the interest rate is not fixed, at the rate calculated pursuant to the immediately preceding sentence; and any put or tender rights of a lender with respect to any Debt shall be ignored and such Debt shall be assumed to mature as otherwise provided in the instrument evidencing such Debt. "Balloon indebtedness" is any Debt twenty percent (20%) or more of the principal amount of which comes due in any single Fiscal Year.

#### **Section 14. General.**

A. Modifications and Amendments. No modification or amendment of this Resolution or of any ordinance or resolution amendatory hereof or supplemental hereto or the 2011 Bond may be made without the consent in writing of the holders of one hundred percent (100%) of the principal amount of the 2011 Bond then outstanding. The Issuer agrees to pay all of the Holder's reasonable costs and reasonable attorneys' fees incurred in modifying and/or amending this Resolution or the 2011 Bond at the Issuer's request or behest.

B. Events of Default. An "Event of Default" shall be deemed to have occurred under this Resolution if:

(i) The Issuer shall fail to make any payment of the principal of, premium, if any, or interest on the 2011 Bond or other amounts due thereunder when the same shall become due and payable, whether by maturity or otherwise; or

(ii) The Issuer shall default in the performance of or compliance with any term or covenant contained in this Resolution or the 2011 Bond, other than a term or covenant a default in the performance of which or noncompliance with which is elsewhere specifically dealt with in

this Section 14(B), which default or non-compliance shall continue and not be cured within thirty (30) days after the occurrence thereof; or

(iii) Any representation or warranty made in writing by or on behalf of the Issuer in this Resolution or the 2011 Bond shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or

(iv) The Issuer admits in writing its inability to pay its debts generally as they become due or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or

(v) The Issuer is adjudged insolvent by a court of competent jurisdiction, or it is adjudged a bankrupt on a petition in bankruptcy filed by the Issuer, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Issuer, a receiver or trustee of the Issuer or of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof; or

(vi) If the validity or enforceability of this Resolution or the 2011 Bond shall be contested by the Issuer; or if the Issuer shall deny that it has any or further liability or obligations hereunder or thereunder; or

(vii) The Issuer shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or the State.

C. Effect of Event of Default. Upon the occurrence of any Event of Default, the Holder of the 2011 Bond may seek enforcement of and exercise all remedies available to it under any applicable law. All payments made on the 2011 Bond after an Event of Default, shall be first applied to accrued interest then to any reasonable costs or expenses, including reasonable legal fees and expenses, that the Holder may have incurred in protecting or exercising its rights under this Resolution or the 2011 Bond and the balance thereof shall apply to the principal sum due.

D. No Waiver; Cumulative Remedies. No failure or delay on the part of the Holder of the 2011 Bond in exercising any right, power, remedy hereunder or under the 2011 Bond shall operate as a waiver of the Holder's rights, powers and remedies hereunder, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof, or the exercise of any other right, power or remedy hereunder or thereunder. The remedies herein and therein provided are cumulative and not exclusive of any remedies provided by law or in equity.

#### **Section 15. Use of Additional Funds for Debt Payment.**

Subject to the provisions of the Florida Constitution, nothing herein contained shall preclude the Issuer from using any legally available funds, in addition to the Pledged Revenues herein provided, which may come into its possession, including, but not limited to, the proceeds

of sale of the 2011 Bond, contributions or grants, for the purpose of payment of principal of and interest on the 2011 Bond in accordance with the provisions of this Resolution; provided that, nothing herein shall be deemed to grant a pledge of or lien upon such other legally available funds or to obligate the Issuer to make payments in respect of the 2011 Bond from any such funds, except from the Pledged Revenues.

**Section 16. Application of Proceeds of the 2011 Bond.**

All moneys received from the sale of the 2011 Bond shall be deposited into a separate fund of the Issuer and applied by the Issuer as follows:

A. To the extent not reimbursed or paid by the original purchaser of the 2011 Bond, the Issuer shall pay all costs and expenses in connection with the preparation, issuance and sale of such 2011 Bond.

B. A sum specified in the Escrow Deposit Agreement shall be deposited in the escrow account therein, which, together with the other funds described in the Escrow Deposit Agreement to be deposited in escrow, and when invested as provided in the Escrow Deposit Agreement will produce cash and maturing principal and interest on such investments which will be sufficient (1) to pay, as of any date of calculation, the principal of and premium, if any, and interest on the Refunded 2002 Bonds as the same shall become due or are redeemed on the Refunded 2002 Bonds Redemption Date, whichever is earlier, and (2) to pay the expenses specified in the Escrow Deposit Agreement.

Simultaneously with the delivery of the 2011 Bond to the Bank, the Issuer shall enter into the Escrow Deposit Agreement, which shall provide for the deposit of sums into the escrow account therein and for the investment of such moneys so as to produce sufficient funds to make all of the payments described in this Section 15B. At the time of execution of the Escrow Deposit Agreement, the Issuer shall furnish to the Escrow Holder named therein appropriate documentation to demonstrate that the sums being deposited and the investments to be made will be sufficient for such purposes.

C. The balance of the proceeds of the 2011 Bond, if any, shall be deposited in the Debt Service Fund and applied to pay debt service on the 2011 Bond, to the extent permitted by the terms of the Issuer's non-arbitrage and tax certificate executed at the time of the issuance of the 2011 Bond.

**Section 17. Disposition of Existing Funds.**

The moneys and investments in the funds and accounts established under the 2002 Resolution which are, at the time of issuance of the 2011 Bond, held for the benefit of the Refunded 2002 Bonds, shall be transferred to one or more of the corresponding funds and accounts established for the 2011 Bond or shall be deposited in escrow for payment of the Refunded 2002 Bonds pursuant to the Escrow Deposit Agreement. The distribution of such moneys and investments among the accounts, funds and Escrow Deposit Agreement shall be

made as determined by a duly authorized officer of the Issuer prior to the delivery of the 2011 Bond.

**Section 18. Award of 2011 Bond.**

The Issuer hereby finds, determines and declares that the current rapidly changing bond market conditions require that the sale of the 2011 Bond be negotiated at private sale rather than offered by competitive bid at public sale in order to assure the necessary flexibility to change the maturity, redemption features and interest rate necessary to obtain the most favorable terms in the bond market. The negotiated sale of the principal amount of not exceeding \$20,000,000 of the 2011 Bond to the Bank is hereby authorized pursuant to Section 218.385, Florida Statutes, at the purchase price of par.

**Section 19. Authorization of All Other Necessary Action.**

The proper officers of the Issuer are hereby authorized and directed to execute and deliver the 2011 Bond when prepared and deliver the same to the Bank upon payment of the purchase price. The Chairman, Vice-Chairman and Clerk to the Board of County Commissioners, the Attorney for the Issuer, and McGuireWoods LLP, Bond Counsel for the Issuer, are each designated agents of the Issuer in connection with the issuance and delivery of the 2011 Bond, and are authorized and empowered, collectively or individually, to take all actions and steps to execute and deliver any and all instruments, documents or contracts on behalf of the Issuer which are necessary or desirable in connection with the execution and delivery of the 2011 Bond and which are not inconsistent with the terms and provisions of the Resolution and other actions relating to the 2011 Bond heretofore taken by the Issuer, including any forward rate lock required by the Bank. The 2011 Bond shall be issued only upon the approval of Bond Counsel, the Issuer's Financial Advisor and the Chairman. The Chairman, or his designee, is delegated the authority to appoint the Escrow Holder under the Escrow Deposit Agreement, upon the recommendation of the Issuer's Financial Advisor.

**Section 20. Repealing Clause.**

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

**Section 21. Severability of Invalid Provisions.**

If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the 2011 Bond issued hereunder.

**Section 22. Non-Business Days.**

If the date for making any payment or deposit or the last date for performance of any act or the exercising of any right hereunder shall not be a business day, such payment may, unless otherwise provided herein, be made or act performed or right exercised on the next succeeding business day with the same force and effect as if done on the nominal date provided herein, and no interest shall accrue for the period after such nominal date.

**Section 23. Effective Date.**

This Resolution shall take effect immediately upon its adoption, this 8<sup>th</sup> day of December, 2011.

**PASSED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, THIS 8<sup>TH</sup> DAY OF DECEMBER, 2011.**

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

(SEAL)

By: \_\_\_\_\_  
Wilson B. Robertson, Chairman

ATTEST:

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

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

Approved as to form and legality:

By:  \_\_\_\_\_  
County Attorney

**EXHIBIT "A"**

**FORM OF 2011 BOND**

No. R-

\$ \_\_\_\_\_

**TRANSFER OF REGISTRATION OF THIS BOND IS RESTRICTED. SEE SECTION 9  
OF RESOLUTION NO. R2011-\_\_\_ HEREIN DESCRIBED.**

**UNITED STATES OF AMERICA  
STATE OF FLORIDA  
ESCAMBIA COUNTY, FLORIDA  
CAPITAL IMPROVEMENT REFUNDING REVENUE BOND, SERIES 2011**

<u>Rate of Interest</u> 3.11% (as may be adjusted as herein provided)	<u>Final Maturity Date</u> October 1, 2031	<u>Dated Date</u> December 9, 2011
--	---	---------------------------------------

Registered Owner:

Principal Amount:

**KNOW ALL MEN BY THESE PRESENTS**, that Escambia County, Florida (hereinafter called "Issuer"), for value received, hereby promises to pay, solely from the sources hereafter described, the Principal Amount hereof, to the Registered Owner identified above (the "Registered Owner"), or registered assigns, on the dates and in the amounts set forth on Schedule "I" hereto, and to pay, solely from said sources, interest on said sum from the Dated Date or from the most recent Interest Payment Date to which interest has been paid, at the Rate of Interest equal to (a) 3.11% multiplied prior to the occurrence of a Determination of Taxability (as defined in Schedule "II" hereto) by (b) the Margin Rate Factor (as defined in Schedule "II" hereto), calculated on the basis of a 360 day year of twelve 30-day months, until payment of such sum, subject to adjustment as provided on Schedule "II" hereto which is hereby incorporated by reference with the same effect as if set forth herein in its entirety. Such interest shall be payable on April 1, 2012, and semiannually thereafter on April 1 and October 1 of each year by wire transfer to the following account:

[INSERT WIRE INSTRUCTIONS]

The principal amount hereof shall mature in installments on the dates and in the amounts set forth on Schedule "I" attached hereto, subject to redemption prior to maturity as provided herein.

All amounts due hereunder prior to final maturity, or redemption in whole or tender, shall be paid by wire transfer to the account designated by the Registered Owner to the Registrar in writing at least five (5) days before the date such payment is due. All such sums payable hereunder shall be payable in any coin or currency of the United States of America which is at the time of payment legal tender for the payment of public or private debts.

This Bond constitutes an authorized issue in the principal amount of \$[\_\_\_\_\_] issued to finance the cost of refunding all of the Issuer's remaining outstanding Capital Improvement Revenue Bonds, Series 2002, pursuant to the authority of and in full compliance with the Constitution and laws of the State of Florida, including particularly Chapter 125, Florida Statutes, Home Rule Ordinance 74-8, as amended, and other applicable provisions of law, and Resolution No. R2011-\_\_ duly adopted by the Issuer on December 8, 2011 (the "Resolution") and is subject to all the terms and conditions of the Resolution, the provisions (including defined terms) of which are incorporated herein by reference.

This Bond is a limited and special obligation of the Issuer payable solely from and secured by an irrevocable lien upon and pledge of the Pledged Revenues to the extent and as described in the Resolution.

**This Bond does not constitute an indebtedness, liability, general or moral obligation, or a pledge of the faith, credit or taxing power of the Issuer, the State of Florida or any political subdivision thereof, within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Pledged Revenues. Neither the State of Florida nor any political subdivision thereof, nor the Issuer shall be obligated (1) to exercise its ad valorem taxing power or any other taxing power in any form on any real or personal property in the County to pay the principal of, premium, if any, or interest on this Bond or to make any of the required Debt Service Fund or other payments thereon, or other costs incidental thereto or (2) to pay the same from any other funds of the Issuer, except from the Pledged Revenues, in the manner provided herein and the Resolution. It is further agreed between the Issuer and the Registered Owner of this Bond that this Bond and the indebtedness evidenced hereby shall not constitute a lien upon any property of the Issuer, but shall be payable only from the Pledged Revenues, in the manner provided in the Resolution.**

In and by the Resolution the Issuer has made certain covenants and agreements with the Registered Owners of the Bonds, and reference is hereby made to the Resolution for a description of such covenants and agreements. Pursuant to the Resolution, the Issuer has reserved the right to amend the Resolution all in the manner, and upon the terms and conditions provided in the Resolution.

## **REDEMPTION PROVISIONS**

### Optional Redemption

This 2011 Bond is subject to redemption prior to its maturity at the option of the Issuer, in whole on any business day upon not less than two business days prior written notice, at a redemption price of 100% of the principal amount being redeemed plus accrued interest to the date of redemption.

**Mandatory Tender**

This 2011 Bond shall be subject to mandatory purchase by the Issuer on October 1, 2021 (the "Put Date") unless the Issuer shall have received written notice from the Holder of this 2011 Bond not earlier than 120 days and not later than 90 days prior to the Put Date that such Holder has elected not to tender the 2011 Bond on such Put Date.

It is hereby certified and recited that all acts, conditions and things required to happen, exist and be performed, precedent to and in the issuance of this Bond, have happened, exist, and have been performed in due time, form and manner as required by the Constitution and laws of the State of Florida applicable thereto.

Subject to the limitations provided herein and in the Resolution, this Bond is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code - Investment Securities of the State of Florida. The Issuer may deem and treat the person to whom this Bond is issued as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the Issuer shall not be affected by any notice to the contrary. No transfer of this Bond shall be effective until the same has been surrendered to the Issuer for transfer and a new Bond has been issued in the name of the transferee. The Issuer has limited transferability of this Bond to investors delivering the purchaser's letter in substantially the form attached hereto as Schedule "III" upon transferring registration of this Bond to a new Owner.

**IN WITNESS WHEREOF**, Escambia County, Florida, has issued this Bond and has caused the same to be executed by the manual or facsimile signature of the Chairman, and its corporate seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, and attested by the manual or facsimile signature of the Clerk to the Board of County Commissioners of the Issuer, this [ ] day of [ ], [ ].

**ESCAMBIA COUNTY, FLORIDA**

(SEAL)

By: \_\_\_\_\_  
**Chairman**

**ATTEST:**

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

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

**SCHEDULE "I"**

**PRINCIPAL PAYMENT SCHEDULE**

<b>Payment Date <u>(October 1)</u></b>	<b>Principal <u>Installment</u></b>
2012	
2013	
2014	
2015	
2016	
2017	
2018	
2019	
2020	
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031*	
Total	

**\*Final Maturity**

## **SCHEDULE "II"**

### **INTEREST RATE ADJUSTMENT**

Upon the occurrence of a Determination of Taxability and for as long as the 2011 Bond remains outstanding, the Rate of Interest on the 2011 Bond shall be converted to the Taxable Rate. In addition, upon a Determination of Taxability, the Issuer shall pay to the Registered Owner (i) an additional amount equal to the difference between (A) the amount of interest actually paid on the 2011 Bond during the Taxable Period and (B) the amount of interest that would have been paid during the Taxable Period had the 2011 Bond borne interest at the Taxable Rate, and (ii) an amount equal to any interest, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Registered Holder as a result of the Determination of Taxability.

If, after the date of the 2011 Bond, the Registered Owner shall have reasonably determined that a Change in Law shall have occurred that has or would have the effect of reducing the rate of return on the Registered Owner's capital, on the 2011 Bond or otherwise, as a consequence of its ownership of the 2011 Bond to a level below that which the Registered Owner could have achieved but for such adoption, change or compliance (taking into consideration the Registered Owner's policies with respect to capital adequacy) by an amount deemed by the Registered Owner to be material, then from time to time, promptly upon demand by the Registered Owner, the Issuer shall, and hereby agrees to, pay the Registered Owner such additional amount or amounts as will compensate the Registered Owner for such reduction. A certificate of the Registered Owner claiming compensation under this paragraph and setting forth the additional amount or amounts to be paid to it hereunder shall be conclusive absent manifest error. In determining any such amount, the Registered Owner may use any reasonable averaging and attribution methods. The Registered Owner shall notify the Issuer in writing of any adjustments pursuant to this paragraph at least sixty (60) days prior to the effective date thereof. Payments of principal or interest hereunder not paid within ten (10) days of the due date shall be subject to a late payment charge of two percent (2%) of the amount of the late payment and any amount not paid within thirty (30) days of when due shall bear interest at a rate equal to the Rate of Interest otherwise due hereunder plus four percent (4%) per annum until paid, but in no event shall the rate of interest payable hereunder exceed the maximum lawful rate. Notwithstanding any provision of this paragraph or any other provision hereof to the contrary, in no event shall the Rate of Interest on the 2011 Bond exceed the maximum rate permitted by applicable law.

In the event that any applicable law or regulation or the interpretation or administration thereof by any governmental authority charged with the interpretation or administration thereof (whether or not having the force of law) (i) shall change the basis of taxation of payments to the Registered Holder of any amounts payable by the Issuer under the 2011 Bond (other than taxes imposed on the overall net income of the Registered Holder) or (ii) shall impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by the Registered Holder, or (iii) shall impose any other condition with respect to the 2011 Bond, and the result of any of the foregoing is to increase the cost to the Registered Holder of making or maintaining the 2011 Bond or to reduce any amount receivable by the Registered Holder under the 2011 Bond, then the Issuer shall from time to time,

upon demand by the Registered Holder, pay to the Registered Holder additional amounts sufficient to compensate the Registered Holder for such increased costs (the "Additional Costs"). A detailed statement as to the amount of such Additional Costs, prepared in good faith and submitted to the Issuer by the Registered Holder, shall be conclusive and binding in the absence of manifest error. The Registered Holder shall notify the Issuer in writing of any adjustments pursuant to this paragraph at least sixty (60) days prior to the effective date thereof.

**"Change in Law"** means the occurrence, after the date of the 2011 Bond, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority, or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directive thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or, pursuant to the accord commonly referred to as "Basel III," by the United States or foreign regulatory authorities, shall in each case be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

**"Determination of Taxability"** means a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that interest paid or payable on the 2011 Bond is or was includable in the gross income of an owner of the 2011 Bond for Federal income tax purposes; provided, that no such decree, judgment, or action will be considered final for this purpose, however, unless the Issuer has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity to contest the same, either directly or in the name of the owner of a 2011 Bond, and until the conclusion of any appellate review, if sought.

**"Governmental Authority"** shall mean the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

**"Margin Rate Factor"** shall mean the fraction the numerator of which is equal to one (1) minus the Maximum Federal Corporate Tax Rate on the date of calculation and the denominator of which is 0.65. The Margin Rate Factor shall be 0.65/0.65 or 1.0 so long as the Maximum Federal Corporate Tax Rate shall be 35%, and thereafter shall increase from time to time effective as of the effective date of any decrease in the Maximum Federal Corporate Tax Rate.

**"Maximum Federal Corporate Tax Rate"** shall mean the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, determined without regard to tax rate or tax benefit make-up provisions such as the last two sentences of Section 11(b)(1) of the Code, as in effect from time to time (or, if as a result of a change in the Code the rate of income taxation imposed on corporations shall not be applicable to the Bondholder, the

maximum statutory rate of federal income taxation which could apply to the Bondholder). The Maximum Federal Corporate Tax Rate on the date of execution of this Agreement is 35%.

**"Taxable Period"** shall mean the period of time between (a) the date that interest on the 2011 Bond is deemed to be includable in the gross income of the owner thereof for federal income tax purposes as a result of a Determination of Taxability, and (b) the date of the Determination of Taxability.

**"Taxable Rate"** shall mean, upon a Determination of Taxability, the interest rate per annum that shall provide the Registered Holder with the same after tax yield that the Registered Holder would have otherwise received had the Determination of Taxability not occurred, taking into account the increased taxable income of the Registered Holder as a result of such Determination of Taxability. The Registered Holder shall provide the Issuer with a written statement explaining the calculation of the Taxable Rate, which statement shall, in the absence of manifest error, be conclusive and binding on the Issuer. The Taxable Rate shall be subject to all other adjustments as provided herein.

**SCHEDULE "III"**  
**PURCHASER'S LETTER**  
**[PURCHASER'S LETTERHEAD]**

Chairman  
Board of County Commissioners  
Escambia County, Florida

McGuire Woods, LLP  
Jacksonville, Florida

To Whom It May Concern:

We certify that the following are true and correct in relation to the purchase by [BANK] (the "Purchaser") of the \$\_\_\_\_\_ Capital Improvement Refunding Revenue Bond, Series 2011 (the "2011 Bond") dated December 9, 2011, and issued by Escambia County, Florida (the "Issuer"):

1. The Purchaser is an "accredited investor" within the meaning of Regulation D promulgated under the 1933 Act, or a national bank or state banking corporation or an affiliate or subsidiary of a bank holding company.

2. The Purchaser has received the financial information requested by the Purchaser from the Issuer in connection with the 2011 Bond and has been afforded the opportunity to examine such documents and receive such written information concerning the terms and conditions of the 2011 Bond and the financial condition and creditworthiness of the Issuer as the Purchaser has deemed necessary to receive in connection with determining whether to purchase the 2011 Bond.

3. The Purchaser has not relied upon any representations made by any officials of the Issuer, its agents, employees, counsel or representatives, in reaching its decision to purchase the 2011 Bond, other than the certificates, opinions, resolutions, or other documents executed in relation to the issuance of the 2011 Bond, but have relied solely upon the documentation referred to in this and the preceding paragraph.

4. The Purchaser is acquiring the 2011 Bond for its own accounts for investment and not with a present view to the resale or other distribution of all or any part thereof or any interest therein to others; provided that nothing herein shall limit the right of the Purchaser to sell, transfer or participate the 2011 Bond to its parent company or any affiliate or subsidiary of [BANK]; provided, further, we reserve the right to transfer the 2011 Bond or any part thereof or interest thereon at any time in our sole discretion, subject to the terms of the 2011 Bond.

5. The Purchaser acknowledges that the 2011 Bond has not been designated as a qualified tax exempt obligation under Section 265(b) of the Internal Revenue Code.

[BANK]

By: \_\_\_\_\_  
Its: [Title]

**EXHIBIT "B"**  
**ESCROW DEPOSIT AGREEMENT**

**EXHIBIT "C"**

**ANTI-DILUTION TEST ILLUSTRATION**

<b>Input Variables</b>	
A) Most Recent Audited Fiscal Year Legally Available Non Enterprise, Non Ad Valorem Revenues	\$ 186,686
B) Most Recent Audited Fiscal Year Ad Valorem Revenues	\$ 103,386
C) Most Recent Audited Fiscal Year Total Revenues	\$ 290,072
D) Cost of Essential Services (Most Recent Audited Fiscal Year)	\$ 169,513
E) Existing MADS on CBA	-
F) MADS on Proposed CBA	\$ 1,327
G) MADS on Existing and Proposed CBA Debt (G + H)*	\$ 1,327
H) MADS on Debt Secured by Lien on Specific Non Ad Valorem Revenues	\$ 8,913
I) MADS on All Debt Secured by Non Ad Valorem Revenues (I + J)*	\$ 10,240
J) Required Global Coverage Test	1.20
<b>GLOBAL COVERAGE TEST: Net Current Year Anti-Dilution Test <math>(A - ((A/C) \times D) / I &gt;</math></b>	<b>1.20</b>
Most Recent Audited Fiscal Year Legally Available Non Enterprise, Non Ad Valorem Revenues (A)	\$ 186,686
less $((A/C) \times D)$	\$ (109,096)
Equals: Revenues after Allocation for Essential Services	\$ 77,590
Divided by: I (MADS on All Debt Secured by Non-Ad Valorem Revenue)	\$ 10,240
<b>Global Coverage (Includes senior lien and CBA debt service)</b>	<b>7.58</b>
<b>Global Coverage Test</b>	<b>1.20</b>
<b>In Compliance?</b>	<b>YES</b>

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Capital Improvement Refunding Revenue Bond, Series 2011  
(Advance Refunding of Series 2002 Bonds)  
SunTrust Bank  
Preliminary / Subject to Change  
Option 2B - Refunding All Bonds

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**SOURCES AND USES OF FUNDS**

**Escambia County, Florida  
 Capital Improvement Refunding Revenue Bond, Series 2011  
 (Advance Refunding of Series 2002 Bonds)  
 SunTrust Bank  
 Preliminary / Subject to Change  
 Option 2B - Refunding All Bonds**

Dated Date            12/01/2011  
 Delivery Date        12/01/2011

**Sources:**

<b>Bond Proceeds:</b>	
Par Amount	19,350,000.00
<b>Other Sources of Funds:</b>	
Debt Service Fund	241,291.25
	19,591,291.25

**Uses:**

<b>Refunding Escrow Deposits:</b>	
Cash Deposit	0.45
SLGS Purchases	19,531,606.00
	19,531,606.45
<b>Delivery Date Expenses:</b>	
Cost of Issuance	59,684.80
	19,591,291.25

**Notes:**

- Non-Bank Qualified.
- Security: CB&A.
- 30/360 Daycount.
- Prepayment in whole without penalty.
- Bank has 10 Year Put.
- Assumes no transfer of prior reserve fund.

SAVINGS

Escambia County, Florida  
 Capital Improvement Refunding Revenue Bond, Series 2011  
 (Advance Refunding of Series 2002 Bonds)  
 SunTrust Bank  
 Preliminary / Subject to Change  
 Option 2B - Refunding All Bonds

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Savings
10/01/2012	1,447,747.50	241,291.25	1,206,456.25	1,081,487.50	124,968.75
10/01/2013	1,447,087.50	-	1,447,087.50	1,323,747.00	123,340.50
10/01/2014	1,448,212.50	-	1,448,212.50	1,325,733.00	122,479.50
10/01/2015	1,447,762.50	-	1,447,762.50	1,321,941.50	125,821.00
10/01/2016	1,445,737.50	-	1,445,737.50	1,322,528.00	123,209.50
10/01/2017	1,447,137.50	-	1,447,137.50	1,322,337.00	124,800.50
10/01/2018	1,447,325.00	-	1,447,325.00	1,326,368.50	120,956.50
10/01/2019	1,443,837.50	-	1,443,837.50	1,319,467.00	124,370.50
10/01/2020	1,443,925.00	-	1,443,925.00	1,321,943.50	121,981.50
10/01/2021	1,447,350.00	-	1,447,350.00	1,323,487.00	123,863.00
10/01/2022	1,448,875.00	-	1,448,875.00	1,324,097.50	124,777.50
10/01/2023	1,448,500.00	-	1,448,500.00	1,323,775.00	124,725.00
10/01/2024	1,444,000.00	-	1,444,000.00	1,322,519.50	121,480.50
10/01/2025	1,447,500.00	-	1,447,500.00	1,325,331.00	122,169.00
10/01/2026	1,448,500.00	-	1,448,500.00	1,327,054.00	121,446.00
10/01/2027	1,447,000.00	-	1,447,000.00	1,322,688.50	124,311.50
10/01/2028	1,448,000.00	-	1,448,000.00	1,322,390.00	125,610.00
10/01/2029	1,446,250.00	-	1,446,250.00	1,321,003.00	125,247.00
10/01/2030	1,446,750.00	-	1,446,750.00	1,323,527.50	123,222.50
10/01/2031	1,444,250.00	-	1,444,250.00	1,319,808.00	124,442.00
10/01/2032	1,443,750.00	-	1,443,750.00	-	1,443,750.00
	30,379,497.50	241,291.25	30,138,206.25	26,221,234.00	3,916,972.25

Savings Summary

Savings PV date	12/01/2011
Savings PV rate	3.143900%
PV of savings from cash flow	2,598,796.13
Net PV Savings	2,598,796.13

**SUMMARY OF REFUNDING RESULTS**

**Escambia County, Florida  
 Capital Improvement Refunding Revenue Bond, Series 2011  
 (Advance Refunding of Series 2002 Bonds)  
 SunTrust Bank  
 Preliminary / Subject to Change  
 Option 2B - Refunding All Bonds**

Dated Date	12/01/2011
Delivery Date	12/01/2011
Arbitrage yield	3.110287%
Escrow yield	0.069719%
Bond Par Amount	19,350,000.00
True Interest Cost	3.110287%
Net Interest Cost	3.110000%
All-In TIC	3.143900%
Average Coupon	3.110000%
Average Life	11.418
Par amount of refunded bonds	18,625,000.00
Average coupon of refunded bonds	4.959813%
Average life of refunded bonds	12.559
PV of prior debt to 12/01/2011 @ 3.143900%	22,130,402.58
Net PV Savings	2,598,796.13
Percentage savings of refunded bonds	13.953268%

**BOND SUMMARY STATISTICS**

**Escambia County, Florida  
Capital Improvement Refunding Revenue Bond, Series 2011  
(Advance Refunding of Series 2002 Bonds)  
SunTrust Bank  
Preliminary / Subject to Change  
Option 2B - Refunding All Bonds**

Dated Date	12/01/2011
Delivery Date	12/01/2011
First Coupon	04/01/2012
Last Maturity	10/01/2031
Arbitrage Yield	3.110287%
True Interest Cost (TIC)	3.110287%
Net Interest Cost (NIC)	3.110000%
All-In TIC	3.143900%
Average Coupon	3.110000%
Average Life (years)	11.418
Duration of Issue (years)	9.340
Par Amount	19,350,000.00
Bond Proceeds	19,350,000.00
Total Interest	6,871,234.00
Net Interest	6,871,234.00
Total Debt Service	26,221,234.00
Maximum Annual Debt Service	1,327,054.00
Average Annual Debt Service	1,322,079.03
Underwriter's Fees (per \$1000)	
Average Takedown	-
Other Fee	-
Total Underwriter's Discount	-
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Duration	PV of 1 bp change
Term Bond 2031	19,350,000.00	100.000	3.110%	11.418	9.340	28,444.50
	19,350,000.00			11.418		28,444.50

	TIC	All-In TIC	Arbitrage Yield
Par Value	19,350,000.00	19,350,000.00	19,350,000.00
+ Accrued Interest	-	-	-
+ Premium (Discount)	-	-	-
- Underwriter's Discount	-	-	-
- Cost of Issuance Expense	-	(59,684.80)	-
- Other Amounts	-	-	-
<b>Target Value</b>	<b>19,350,000.00</b>	<b>19,290,315.20</b>	<b>19,350,000.00</b>
Target Date	12/01/2011	12/01/2011	12/01/2011
Yield	3.110287%	3.143900%	3.110287%

**BOND DEBT SERVICE**

**Escambia County, Florida**  
**Capital Improvement Refunding Revenue Bond, Series 2011**  
**(Advance Refunding of Series 2002 Bonds)**  
**SunTrust Bank**  
**Preliminary / Subject to Change**  
**Option 2B - Refunding All Bonds**

Period Ending	Principal	Interest	Debt Service
10/01/2012	580,000	501,487.50	1,081,487.50
10/01/2013	740,000	583,747.00	1,323,747.00
10/01/2014	765,000	560,733.00	1,325,733.00
10/01/2015	785,000	536,941.50	1,321,941.50
10/01/2016	810,000	512,528.00	1,322,528.00
10/01/2017	835,000	487,337.00	1,322,337.00
10/01/2018	865,000	461,368.50	1,326,368.50
10/01/2019	885,000	434,467.00	1,319,467.00
10/01/2020	915,000	406,943.50	1,321,943.50
10/01/2021	945,000	378,487.00	1,323,487.00
10/01/2022	975,000	349,097.50	1,324,097.50
10/01/2023	1,005,000	318,775.00	1,323,775.00
10/01/2024	1,035,000	287,519.50	1,322,519.50
10/01/2025	1,070,000	255,331.00	1,325,331.00
10/01/2026	1,105,000	222,054.00	1,327,054.00
10/01/2027	1,135,000	187,688.50	1,322,688.50
10/01/2028	1,170,000	152,390.00	1,322,390.00
10/01/2029	1,205,000	116,003.00	1,321,003.00
10/01/2030	1,245,000	78,527.50	1,323,527.50
10/01/2031	1,280,000	39,808.00	1,319,808.00
	19,350,000	6,871,234.00	26,221,234.00

**BOND PRICING**

**Escambia County, Florida  
Capital Improvement Refunding Revenue Bond, Series 2011  
(Advance Refunding of Series 2002 Bonds)  
SunTrust Bank  
Preliminary / Subject to Change  
Option 2B - Refunding All Bonds**

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Principal Cost
<b>Term Bond 2031:</b>						
	10/01/2012	580,000	3.110%	3.110%	100.000	580,000.00
	10/01/2013	740,000	3.110%	3.110%	100.000	740,000.00
	10/01/2014	765,000	3.110%	3.110%	100.000	765,000.00
	10/01/2015	785,000	3.110%	3.110%	100.000	785,000.00
	10/01/2016	810,000	3.110%	3.110%	100.000	810,000.00
	10/01/2017	835,000	3.110%	3.110%	100.000	835,000.00
	10/01/2018	865,000	3.110%	3.110%	100.000	865,000.00
	10/01/2019	885,000	3.110%	3.110%	100.000	885,000.00
	10/01/2020	915,000	3.110%	3.110%	100.000	915,000.00
	10/01/2021	945,000	3.110%	3.110%	100.000	945,000.00
	10/01/2022	975,000	3.110%	3.110%	100.000	975,000.00
	10/01/2023	1,005,000	3.110%	3.110%	100.000	1,005,000.00
	10/01/2024	1,035,000	3.110%	3.110%	100.000	1,035,000.00
	10/01/2025	1,070,000	3.110%	3.110%	100.000	1,070,000.00
	10/01/2026	1,105,000	3.110%	3.110%	100.000	1,105,000.00
	10/01/2027	1,135,000	3.110%	3.110%	100.000	1,135,000.00
	10/01/2028	1,170,000	3.110%	3.110%	100.000	1,170,000.00
	10/01/2029	1,205,000	3.110%	3.110%	100.000	1,205,000.00
	10/01/2030	1,245,000	3.110%	3.110%	100.000	1,245,000.00
	10/01/2031	1,280,000	3.110%	3.110%	100.000	1,280,000.00
		<b>19,350,000</b>				<b>19,350,000.00</b>

Dated Date	12/01/2011	
Delivery Date	12/01/2011	
First Coupon	04/01/2012	
Par Amount	19,350,000.00	
Original Issue Discount	-	
Production	19,350,000.00	100.000000%
Underwriter's Discount	-	-
Purchase Price	19,350,000.00	100.000000%
Accrued Interest	-	
Net Proceeds	19,350,000.00	

**SUMMARY OF BONDS REFUNDED**

Escambia County, Florida  
 Capital Improvement Refunding Revenue Bond, Series 2011  
 (Advance Refunding of Series 2002 Bonds)  
 SunTrust Bank  
 Preliminary / Subject to Change  
 Option 2B - Refunding All Bonds

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
<b>Capital Improvement Revenue Bonds, Series 2002, 2002CI:</b>					
SERIAL	10/01/2012	4.000%	350,000.00	-	-
	10/01/2012	3.700%	180,000.00	-	-
	10/01/2017	4.500%	300,000.00	10/01/2012	100.000
	10/01/2017	4.350%	375,000.00	10/01/2012	100.000
TERM14	10/01/2013	5.250%	550,000.00	10/01/2012	100.000
	10/01/2014	5.250%	580,000.00	10/01/2012	100.000
TERM16	10/01/2015	5.250%	610,000.00	10/01/2012	100.000
	10/01/2016	5.250%	640,000.00	10/01/2012	100.000
TERM22	10/01/2018	4.750%	705,000.00	10/01/2012	100.000
	10/01/2019	4.750%	735,000.00	10/01/2012	100.000
	10/01/2020	4.750%	770,000.00	10/01/2012	100.000
	10/01/2021	4.750%	810,000.00	10/01/2012	100.000
TERM27	10/01/2022	4.750%	850,000.00	10/01/2012	100.000
	10/01/2023	5.000%	890,000.00	10/01/2012	100.000
	10/01/2024	5.000%	930,000.00	10/01/2012	100.000
	10/01/2025	5.000%	980,000.00	10/01/2012	100.000
TERM32	10/01/2026	5.000%	1,030,000.00	10/01/2012	100.000
	10/01/2027	5.000%	1,080,000.00	10/01/2012	100.000
	10/01/2028	5.000%	1,135,000.00	10/01/2012	100.000
	10/01/2029	5.000%	1,190,000.00	10/01/2012	100.000
	10/01/2030	5.000%	1,250,000.00	10/01/2012	100.000
	10/01/2031	5.000%	1,310,000.00	10/01/2012	100.000
	10/01/2032	5.000%	1,375,000.00	10/01/2012	100.000
			<b>18,625,000.00</b>		

## PRIOR BOND DEBT SERVICE

Escambia County, Florida  
Capital Improvement Refunding Revenue Bond, Series 2011  
(Advance Refunding of Series 2002 Bonds)  
SunTrust Bank  
Preliminary / Subject to Change  
Option 2B - Refunding All Bonds

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
04/01/2012	-	458,873.75	458,873.75	-
10/01/2012	530,000	458,873.75	988,873.75	1,447,747.50
04/01/2013	-	448,543.75	448,543.75	-
10/01/2013	550,000	448,543.75	998,543.75	1,447,087.50
04/01/2014	-	434,106.25	434,106.25	-
10/01/2014	580,000	434,106.25	1,014,106.25	1,448,212.50
04/01/2015	-	418,881.25	418,881.25	-
10/01/2015	610,000	418,881.25	1,028,881.25	1,447,762.50
04/01/2016	-	402,868.75	402,868.75	-
10/01/2016	640,000	402,868.75	1,042,868.75	1,445,737.50
04/01/2017	-	386,068.75	386,068.75	-
10/01/2017	675,000	386,068.75	1,061,068.75	1,447,137.50
04/01/2018	-	371,162.50	371,162.50	-
10/01/2018	705,000	371,162.50	1,076,162.50	1,447,325.00
04/01/2019	-	354,418.75	354,418.75	-
10/01/2019	735,000	354,418.75	1,089,418.75	1,443,837.50
04/01/2020	-	336,962.50	336,962.50	-
10/01/2020	770,000	336,962.50	1,106,962.50	1,443,925.00
04/01/2021	-	318,675.00	318,675.00	-
10/01/2021	810,000	318,675.00	1,128,675.00	1,447,350.00
04/01/2022	-	299,437.50	299,437.50	-
10/01/2022	850,000	299,437.50	1,149,437.50	1,448,875.00
04/01/2023	-	279,250.00	279,250.00	-
10/01/2023	890,000	279,250.00	1,169,250.00	1,448,500.00
04/01/2024	-	257,000.00	257,000.00	-
10/01/2024	930,000	257,000.00	1,187,000.00	1,444,000.00
04/01/2025	-	233,750.00	233,750.00	-
10/01/2025	980,000	233,750.00	1,213,750.00	1,447,500.00
04/01/2026	-	209,250.00	209,250.00	-
10/01/2026	1,030,000	209,250.00	1,239,250.00	1,448,500.00
04/01/2027	-	183,500.00	183,500.00	-
10/01/2027	1,080,000	183,500.00	1,263,500.00	1,447,000.00
04/01/2028	-	156,500.00	156,500.00	-
10/01/2028	1,135,000	156,500.00	1,291,500.00	1,448,000.00
04/01/2029	-	128,125.00	128,125.00	-
10/01/2029	1,190,000	128,125.00	1,318,125.00	1,446,250.00
04/01/2030	-	98,375.00	98,375.00	-
10/01/2030	1,250,000	98,375.00	1,348,375.00	1,446,750.00
04/01/2031	-	67,125.00	67,125.00	-
10/01/2031	1,310,000	67,125.00	1,377,125.00	1,444,250.00
04/01/2032	-	34,375.00	34,375.00	-
10/01/2032	1,375,000	34,375.00	1,409,375.00	1,443,750.00
	18,625,000	11,754,497.50	30,379,497.50	30,379,497.50

**ESCROW REQUIREMENTS**

**Escambia County, Florida**  
**Capital Improvement Refunding Revenue Bond, Series 2011**  
**(Advance Refunding of Series 2002 Bonds)**  
**SunTrust Bank**  
**Preliminary / Subject to Change**  
**Option 2B - Refunding All Bonds**

Period Ending	Principal	Interest	Principal Redeemed	Total
04/01/2012	-	458,873.75	-	458,873.75
10/01/2012	530,000.00	458,873.75	18,095,000.00	19,083,873.75
	530,000.00	917,747.50	18,095,000.00	19,542,747.50

**ESCROW CASH FLOW**

**Escambia County, Florida**  
**Capital Improvement Refunding Revenue Bond, Series 2011**  
**(Advance Refunding of Series 2002 Bonds)**  
**SunTrust Bank**  
**Preliminary / Subject to Change**  
**Option 2B - Refunding All Bonds**

Date	Principal	Interest	Net Escrow Receipts
04/01/2012	458,858.00	15.30	458,873.30
10/01/2012	19,072,748.00	11,125.77	19,083,873.77
	19,531,606.00	11,141.07	19,542,747.07

**Escrow Cost Summary**

Purchase date	12/01/2011
Purchase cost of securities	19,531,606.00

**ESCROW SUFFICIENCY**

**Escambia County, Florida**  
**Capital Improvement Refunding Revenue Bond, Series 2011**  
**(Advance Refunding of Series 2002 Bonds)**  
**SunTrust Bank**  
**Preliminary / Subject to Change**  
**Option 2B - Refunding All Bonds**

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Excess Balance
12/01/2011	-	0.45	0.45	0.45
04/01/2012	458,873.75	458,873.30	(0.45)	-
10/01/2012	19,083,873.75	19,083,873.77	0.02	0.02
	19,542,747.50	19,542,747.52	0.02	

**ESCROW DESCRIPTIONS**

**Escambia County, Florida**  
**Capital Improvement Refunding Revenue Bond, Series 2011**  
**(Advance Refunding of Series 2002 Bonds)**  
**SunTrust Bank**  
**Preliminary / Subject to Change**  
**Option 2B - Refunding All Bonds**

Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate	Total Cost
<b>Dec 1, 2011:</b>							
SLGS	Certificate	04/01/2012	04/01/2012	458,858	0.010%	0.010%	458,858.00
SLGS	Certificate	10/01/2012	10/01/2012	19,072,748	0.070%	0.070%	19,072,748.00
				<b>19,531,606</b>			<b>19,531,606.00</b>

**SLGS Summary**

SLGS Rates File	15NOV11
Total Certificates of Indebtedness	19,531,606.00

ESCROW COST

Escambia County, Florida  
 Capital Improvement Refunding Revenue Bond, Series 2011  
 (Advance Refunding of Series 2002 Bonds)  
 SunTrust Bank  
 Preliminary / Subject to Change  
 Option 2B - Refunding All Bonds

Type of Security	Maturity Date	Par Amount	Rate	Total Cost
SLGS	04/01/2012	458,858	0.010%	458,858.00
SLGS	10/01/2012	19,072,748	0.070%	19,072,748.00
		19,531,606		19,531,606.00

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost
12/01/2011	19,531,606	0.45	19,531,606.45
	19,531,606	0.45	19,531,606.45

ESCROW STATISTICS

Escambia County, Florida  
 Capital Improvement Refunding Revenue Bond, Series 2011  
 (Advance Refunding of Series 2002 Bonds)  
 SunTrust Bank  
 Preliminary / Subject to Change  
 Option 2B - Refunding All Bonds

Escrow	Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
DSF	241,291.25	0.333	0.009996%	0.009996%	238,829.57	2,461.68	-
BP	19,290,315.20	0.827	0.069719%	0.069719%	18,814,650.20	475,665.00	-
	19,531,606.45				19,053,479.77	478,126.68	0.00

Delivery date 12/01/2011  
 Arbitrage yield 3.110287%



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1868**

**County Administrator's Report Item #: 12. 21.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 12/08/2011

**Issue:** Allocation for Roadway Extensions and Special Assessment Districts

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Allocation for Roadway Extension and Special Assessment Districts - Amy Lovoy, Management & Budget Services Department Director

That the Board take the following action:

- A. Allocate \$4,000,000 to the Kingsfield Road extension and \$2,000,000 to the Well Line Road extension which is agreeable with the Development Group as memorialized in the attached agreement (**Agreement to be provided under separate cover prior to the meeting**). The Developers also agree to convey all of the right-of-way necessary owned by them within the road alignment at no cost;
- B. Require the Developers to petition the County through the normal and customary process to create a special assessment district for Kingsfield and a special assessment for Well Line Road. Any County funds allocated in section "A" above shall be used first for expenses not expressly eligible from any special assessment. Any funds remaining shall be used to reduce the cost of each roadway;
- C. The County shall provide cost estimates including cost of issuance, carrying costs, construction, design and right-of-way by January 15, 2012;
- D. The Developer(s) shall follow standard County policy regarding the formation of a special assessment district (i.e. signed petitions from two-thirds of the property owners representing two-thirds of the specially benefited properties in the affected areas to sign petitions authorizing the creation of the district). The petition for each roadway must be filed with the County's Office of Management and Budget by March 15, 2012. Failure to file the petition(s) on or before that date shall result in the Local Option Sales Tax (LOST) being automatically re-appropriated for one or both roads to County Bridge repair;
- E. Upon filing of the appropriate petitions for each roadway the County shall notice a separate Public Hearing to consider the creation of a special assessment district during the month of April; and
- F. If the Board of County Commissioners for whatever reason does not create the necessary district for any reason for one or both projects the associated funds from LOST funds shall be

used by the County for bridge replacement.

**BACKGROUND:**

On April 21, 2011 the County allocated \$6,000,000 for roadway construction to meet development needs in the Northwest Sector. The three roadways were Kingsfield, Well Line and Quintette. Since this funding will not be sufficient to adequately pay for the improvements on all three roadways, the Board allowed the development group six months to prioritize the roads they wished the County to improve. According to their decision this Board action will allocate \$4,000,000 to the Kingsfield Road extension and \$2,000,000 to the Well Line Road extension.

Since these funds will not be sufficient to complete either project, the Developer's agreed to form a special assessment district to fund the remaining costs. All properties benefitted would pay a pro rata share of the cost of these projects as well as any associated administrative costs and debt service costs.

The tentative boundaries of these districts are as follows:

- Well Line Road District - From the intersection of Madrid Road and Well Line Road west to Jacks Branch Road.
- Kingsfield Road District – From Highway 97 west to Beulah Road.

**BUDGETARY IMPACT:**

The preliminary cost estimate for Kingsfield Road is about \$6,200,000. Of this \$4,000,000 would be paid from the County's Local Option Sales Tax, and the remaining \$2,200,000 would be paid from special assessments levied against properties specially benefitted in the district.

The preliminary cost estimate for Well Line Road is about \$5,900,000. Of this \$2,000,000 would be paid from the County's Local Option Sales Tax, and the remaining \$3,900,000 would be paid from special assessments levied against properties specially benefitted in the district.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Once the petitions are received, a public hearing will be scheduled for the Board to consider adopting the Ordinance creating some form of special assessment. Prior to this public hearing each affected property will be sent by first class mail a notice of the public hearing. The notice will include the terms of the assessment including an estimated annual cost.

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-1790

County Administrator's Report Item #: 12. 1.

BCC Regular Meeting

Discussion

Meeting Date: 12/08/2011

Issue: Request for Qualification for ECAT Management Contract, PD10-11.060

From: Amy Lovoy

Organization: OMB

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Request for Qualification for ECAT Management Contract, PD 10-11.060 - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action in regard to the Request for Qualifications for the Escambia County Area Transit (ECAT) Management Contract, PD 10-11.060, as follows:

A. Approve the proposal review committee's ranking as follows:

1. **Veolia Transportation Services, Inc.** (Veolia Transportation Service, Inc., is the North American business unit of Veolia Transportation - one of the subsidiaries of Paris-based Veolia Environmental.)
2. **First Transit, Inc.** (First Transit, Inc., is a business unit of First Group America, the United States-based North American operating unit of First Group plc (First Group) a United Kingdom-based passenger transportation company.)
3. **MV Transportation, Inc.** (MV Transportation, Inc., is a United States firm based in Fairfield, California. This firm is smaller than the other two firms.); and

B. Authorize the proposal review committee to negotiate a Management Agreement with the first-ranked firm, Veolia Transportation Services, Inc., for the fixed annual amount of \$420,641, from year one through year five.

The success of any firm in running any transit system are the people who directly serve our citizens. Consequently, attached are the Resumes of the proposed General Managers for each firm. Please note, a Contract with any firm will include performance standards and a "Key Person" provision for the General Manager, i.e. County approval of the General Manager is required.

[Funding: Fund 104, Mass Transit, Cost Centers 320401, 320402 and 320403]

**BACKGROUND:**

The Office of Purchasing advertised the solicitation on June 6th 2011, and 5 responses to the Request for Qualifications were received. The proposal review committee heard presentations from all five firms. The Committee shortlisted and ranked three firms as indicated in the recommendation. The Committee negotiated a final and best offer with the first ranked firm, Veolia Transportation Inc., for a fixed price annual amount of \$420,641 per year, for 5 years.

**BUDGETARY IMPACT:**

[Funding: Mass Transit Fund 104, Cost Centers 320401,320402, and 320403]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney Kristin Hual will prepare the Contract.

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Escambia County, FL Code of Ordinance Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will distribute the Contract and Purchase Order.

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**Attachments**

Resumes of General Managers

Transit Presentation

## A. General Manager Ken Gordon

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Ken Gordon's comprehensive understanding of ECAT's operating environment, including riders, employees, Board of Directors and community stakeholders make him uniquely qualified to continue leading the system.

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Veolia Transportation is pleased to propose that Ken Gordon continue to serve as General Manager of Escambia County Area Transit (ECAT). Ken is a 20+year transit veteran who has served at the executive level at several public transit properties throughout his career, with responsibility for all aspects of providing safe, reliable day-to-day operations; board policy implementation; and customer relations.



### Experience

During his long transit career, General Manager Ken Gordon has developed multi-level management experience in fixed route, shuttle, and paratransit systems and with fleet sizes exceeding 200 vehicles. He has managed systems in Houston, TX; Greensboro, NC; Phoenix and Tucson, AZ; Philadelphia, PA, Fairfax County, VA and in Southern California.

He also served as the Executive Director/CEO of the Birmingham-Jefferson County Transit Authority in Birmingham, AL prior to serving as Senior Region Vice President of a major transportation firm, managing over \$135 million in annual revenue and responsible for the safe operation of over 900 vehicles.

### Expertise and Skills

Ken's deep transit knowledge and experience with all aspects of operations, maintenance and administration make him an invaluable resource to ECAT and the Escambia County.

Ken's expertise and skills include:

- > Fixed route and paratransit operations
- > Labor relations
- > Safety/training
- > Maintenance
- > Service re-design
- > Community/public relations
- > Government relations
- > Human resources
- > Hybrid buses
- > Finance
- > Long range planning
- > Procurement
- > Business development and planning
- > Customer relations

## Education

Ken holds a Bachelor of Arts degree in Computer Science from University of Maryland. .

## Professional Affiliations

Throughout his career, Ken has been involved with a number of industry-related and local organizations, including:

- > Florida Public Transportation Association
- > Escambia County Transportation Disadvantaged Local Coordinating Board
- > Florida-Alabama Transportation Planning Organization (TPO) Technical Coordinating Committee
- > Transportation Association of Maryland

## Resume

Ken's resume has been included on the following pages:

**W. KENNETH GORDON**  
Professional Experience

2009 – Present

**Veolia Transportation Services, Inc.**  
***General Manager – Escambia County Area Transit (ECAT)***

- Guide and direct daily ECAT fixed route and trolley services, including 50 fixed route and trolley vehicles operated by 109 employees.
- Oversee an \$8.8 million operating budget.
- Manage administration of Escambia County ADA paratransit services, Transportation Disadvantaged Program and Non-urbanized Transportation services.
- Other responsibilities include: fixed route operations, financial compliance, maintenance, training, safety, risk management, strategic communications and government and City relations.

2005 - Present

**Nissi Group, Inc.**  
***Chief Operating Officer***

- Oversee transit consulting/services organization, including de business development, consulting, service quality, operational efficiencies, and customer relations.

2002- 2005

**First Transit, Inc.**  
***Senior Vice President of Transit Contracting – East Region***

- Responsible for the overall performance of a number of transit locations in the eastern United States that generated over \$135 million in revenue.
- Responsible for safe, reliable operation of over 900 vehicles, transporting over 24 million passengers annually.

2000 – 2002

**Birmingham-Jefferson County Transit Authority**  
***Executive Director/CEO***

- Served as Chief Executive Officer and fiscal officer for the Birmingham-Jefferson County Transit Authority.
- Represented the Authority in the meetings with governmental and corporate officials, with a goal of developing partnerships and exploring alternative funding sources. Reporting to and evaluated by the board of directors consisting of nine members

1996 – 2000

**First Transit, Inc.**  
**General Manager**

- > Directed all aspects of two transit systems (Greensboro Transit Authority and Birmingham-Jefferson County Transit Authority).
- > Duties included public, governmental and labor relations, budget and funding issues, and the day-to-day operation of fixed route bus systems and the ADA complimentary paratransit service.

1995 – 1996

**Larson Transit, Inc.**  
**General Manager**

- > Responsibilities included the overall management and administration of a 230 employee, 101 ADA paratransit vehicle system.
- > Oversaw client (METRO) and labor (ATU) relations, administration, transportation, maintenance, and financial management.

1991 – 1995

**Dave Transportation Services, Inc.**  
**District Manager/General Manager**

- > As District Manager, oversaw Southeast District with locations in Mesa and Tucson, AZ; and Chula Vista, Corona, El Cajon, and Hemet, CA. Responsibilities included the overall performance of these locations; contract compliance, quality of service, safety, development and adherence of budgets, business retention and development, maintaining maintenance standards, and client liaison.
- > General Manager responsibilities included overall management and operation of the East San Diego County Transit Systems (fixed route), City of El Cajon Dial-A-Ride, Vista Fast Dial-A-Ride, and shuttle service provided to the San Diego County Regional Center.

1991

**Van Pool Services, Inc. (VPSI)**  
**Manager**

- > Responsible for the start-up of a 57 vehicle paratransit operations which included hiring of all staff, management and supervisory personnel; obtaining operating permits; directing remodeling of operating facility; community relations and serving as as primary liaison between KETRON, PENN-DOT, and VPSI.

1985 – 1990

**National Transit Services, Inc.**  
**General Manager/Director of Operations**

- > Responsibilities included overall management and administration of Fairfax Connector, a 170-employee transit system in the Washington, DC suburbs.

1984 – 1985

**Alexandria Transit Company**  
*Supervisor/Dispatcher*

- Supervised Operators and their vehicles; maintained accurate account of Operator pay-time records, i.e. accidents, absences, tardiness, etc., and any other duties as assigned by the Transportation Superintendent or General Manager.

**EDUCATION**

- University of Maryland - B.S., Computer Science

**ROSE LEE**

GENERAL MANAGER

**EXPERIENCE**

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2010 - Present **State of Iowa Workforce Development  
Advisor**

Des Moines, IA

- Responsible for job placement and career planning activity.

2008 - 2009 **Mid-Iowa Development Association  
(MIDAS) Council of Government**

**Transit Manager**

Fort Dodge, IA

- Responsible for planning, organizing, directing, coordinating, and evaluating the fixed route and demand response operations, programs activities, and services of the three transportation systems that comprised the Transit Department in the six counties of Region V of Iowa.

2008 – 2008 **North Front Range Metropolitan Planning  
Organization (NFRMPO)**

**Mobility Coordinator**

Fort Collins, CO

- Provided coordination with Human Service agencies and transportation providers in Larimer and Weld Counties of Colorado, to provide accessible transportation for everyone, especially people with disabilities, the elderly and lower income individuals, and to provide the efficiency of funding for transportation services between the human service agencies and transportation providers.

1979 – 2007 **Regional Transit Authority/ART, Inc. d.b.a.  
RIDES**

**Executive Director**

Spencer, IA

- Applied three decades of public transportation knowledge to establish and develop a highly coordinated regional (nine county) transportation system.
- Shaped the transportation system from five standard vans to a seventy-five - cutaways bus service serving over 400,000 rides per year.
- Collaborated with fifty-six human service agencies,

counties, cities, private nursing homes, and private and public schools in providing coordinated, efficient and effective transportation services.

- Developed and implemented strategic work plans for the rural transit agencies.
- Developed and implemented a Paratransit driver training program.

1976 – 1979 **Northwest Iowa Area Agency on Aging, Inc.**

***Program Director***

Spencer, IA

- Developed the Senior Citizen Transportation program for the nine counties of northwest Iowa.
- Developed and implemented the Iowa Department of Transportation Grant for a coordinated nine county transportation system.
- Established the Regional Transit Authority as free-standing private non profit cooperation under the direction of the Nine County Board of Supervisors.

1974 – 1976 **Iowa Lakes Community College - Adult and Continuing Education Department**

***Elderly Services Coordinator (Vista Volunteer)***

Estherville, IA

- Developed the grant with the Office of Elderly Affairs to establish the Northwest Iowa Area Agency on Aging.
- Developed a grant and implemented the RSVP program for Iowa Lakes Community College.

1972 - 1973 **Town of Hempstead - Services for the Elderly Division**

***Programs Coordinator***

Hempstead, Long Island, NY

- Worked with five low income housing unit in five communities under the operation of the Town of Hempstead as the Recreational and Activities Director

## **EDUCATION**

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**North Iowa Community College**

- AA Liberal Arts

**Buena Vista College**

- BA Education

**University of Wisconsin**

- Transportation Management Studies

## **University of Indiana**

- Transportation Finance Studies

## **SKILLS**

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- Microsoft Computer skills (Word, Excel, Access, PowerPoint)
- GMS accounting program
- RouteMatch Software (Dispatching & Scheduling)
- CDL type B with air brakes and passenger endorsement

## **ASSOCIATIONS**

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- Community Transportation Association of American (CTAA) State Delegate 1986 to 2006
- Received a Certificated Community Transit Manager Endorsement
- American Public Transit Association (APTA) Small Operations Committee Member
- Iowa Public Transit Association (IPTA) Executive Committee (as President, Vice President of Rural Systems, Secretary, Treasurer, and Legislative Chairperson)
- Rural Transit Assistance Program-Executive Committee (RTAP) Washington, DC Member for six years – Served as Chairperson
- Rotary International, Fort Dodge, Iowa
- United Methodist Church, Ruthven, Iowa Served as UMW Chairperson and Secretary, Chairperson of the Staff Pastor Parish Relations Committee

## **REFERENCES**

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- Jim Burns, Region 12 Transit Manager (712) 792-9914
- J.P. Golinvaux, IDOT, Public Transit Division, District Representative (515) 233-7879
- Donna Johnson (515) 865-0824
- Nancy Cozine (712) 852-2841



## A. *General Manager*

Mr. Dwain R. Cosby brings more than 17 years of planning, management, and union experience to ECAT. He has led planning and management in both the public and private sectors, giving him significant understanding of both sides of service delivery.



Mr. Cosby is currently MV's general manager for its Albany, Georgia management contract. He has worked to establish a marketing plan and rebrand the system including new vehicle and bus stop bus design. Mr. Cosby has also coordinated public forums regarding Albany Transit's marketing efforts and has worked with downtown development leadership regarding tourism and enhancing passenger information through real time kiosks. In addition, Mr. Cosby launched a Comprehensive Operational Analysis initiative to refine system wide service efficiency. Mr. Cosby has also been closely involved with the City of Albany's procurement of 30 and 35 foot Orion vehicles. His detailed input and procurement experience have been invaluable to the process.

Mr. Cosby has also served as Planner II/ Consultant for Michael Baker Jr., Inc. based in Richmond, VA. Projects included but are not limited to planning for the State's Bus Rapid Transit (BRT) System, including analysis of potential service vehicles, station locations, routes, ridership, and corridor characteristics for HOV and HOT lanes. In this position Dwain also served as a planner for the VTRANS statewide multimodal system. He was responsible for reviewing comprehensive plans from various Metropolitan Planning Organizations (MPOs), synthesizing and interpreting data to assist the state's third phase of its long-range report.

In addition, Mr. Cosby was the Principal/Consultant of Cosby and Associates located in Greer, SC. His company provided contractual service for studies, plans, analysis, data collection and strategies for Cities, Towns, Counties, transportation providers and non-profit entities. As a leader of this company, Dwain established a strong customer service and partnership focus.

Dwain also served in many public positions where he was responsible for all levels of operation and service delivery. He oversaw daily performance as well as planning, reporting and funding.

Mr. Cosby served as Consultant/Transit Planner for the Greenville Transit Authority in Greenville, SC. In addition to route planning and scheduling, Dwain also was responsible for daily operations and performance of the City's fixed route and paratransit services. He worked closely with other City staff to deliver data for federal reports and secure funding for transportation projects. Dwain also served in a liaison capacity to the Board of Directors, community focus groups and neighborhood committees. In addition, Mr. Cosby has served as Transportation Planner for the



Qualification Statement for Escambia County Florida for Escambia County Area Transit (ECAT)  
Management Contract

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Central Midlands Regional Planning Council, the South Carolina DOT, King George County and Southside Planning District Commission in Virginia.

Dwain Cosby holds a masters degree in Urban Studies and Regional Planning and a B.S. in Urban Studies and Regional Planning with a minor in Political Science. His leadership and management skills are proven and will be an asset to ECAT. His resume immediately follows this section.

# TRANSIT SELECTION

## **Management of Escambia County Transit System**

# Solicitation

- **July/August 2011 – 5 Submittals**
- **August/September 2011 – Presentations/Short List (3)**
- **October 2011 – Staff Ranking 1-3**
- **November 2011 – Negotiation**

## Items to Consider

- **Proposed Management Team Experience**
- **Company Experience and Structure**
- **Proposed Innovation and Technology**
- **Cost to Operate in Escambia County**
- **Transit Development Plan**

# MV SOLUTIONS

- **Limited Management Experience Proposed**
- **26 States, 130 Systems, 200 Contracts,**
- **British Columbia, Vancouver Operations**
- **Florida Presence – 5 Systems**
- **16,000 Employees**

# MV SOLUTIONS

- **Fairfield, California**
- **Largest American Owned Transportation Group**
- **Manages Ground Transportation Only**

# MV SOLUTIONS Manager

- **17 Years Management and Planning Experience**
- **Experience in Small Fixed Route Systems**
- **Public –Private Sector Experience**

# FIRST TRANSIT

- **Limited Fixed Route Management Experience**
- **42 States, 153 Systems, 200 Contracts,**
- **Canada and Puerto Rico Operations**
- **Florida Presence – 13 Systems**
- **15,000 Employees**

# FIRST TRANSIT

- **Parent Company, First Group, Scotland**
- **First UK , Rail and Ground**
- **First Group America – Rail and Ground**
- **First Transit – Cincinnati, OH**

# FIRST TRANSIT Manager

- **30 Years Managing Public Transit Operations**
- **Primary Experience in Para-Transit Operations**
- **Public-Private Sector Experience**
- **Managed Large and Small Systems**

# VEOLIA TRANSPORTATION

- **Comprehensive Management Experience**
- **42 States, 150 Systems, 200 Contracts,**
- **30 Countries (5000 Contracts)**
- **Florida Presence – 6 Systems**
- **18,000 Employees**

# VEOLIA TRANSPORTATION

- **Parent – Veolia Environmental Services  
Paris, France**
- **Transportation – Lombard, IL**
- **Water Solutions – Houston, TX**
- **Energy Management – Boston, MA**
- **Waste Services – Chicago, IL**

# VEOLIA TRANSPORTATION Manager

- **39 Years of Transit Management Experience**
- **Local Knowledge**
- **Executive Director and Regional Management Experience**
- **Existing General Manager for ECAT**



**BOARD OF COUNTY COMMISSIONERS**  
**Escambia County, Florida**

**AI-1850**

**County Administrator's Report Item #: 12. 2.**

**BCC Regular Meeting**

**Discussion**

**Meeting Date:** 12/08/2011

**Issue:** PD 10-11.082 Saufley Field Landfill Closure and Stormwater Improvement

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Saufley Field Landfill Closure and Stormwater Improvement Project - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Unit Price Contract, PD 10-11.082, Saufley Field Landfill Closure and Stormwater Improvement Project, to Panhandle Grading & Paving, Inc., for the amount not to exceed \$5,996,026, for the base bid and alternate "D" and authorize the County Administrator to sign all documents.

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

**BACKGROUND:**

An invitation to bid was advertised in the Pensacola News Journal on September 29, 2011, and bids were received on November 10, 2011, from 6 vendors and 1 "no bid". Panhandle Grading & Paving, Inc. is the low bidder. The total project amount calculated using the unit prices of the low bidder at the initially estimated quantities resulted in a total project cost of \$7,054,038.70 which is over the budgeted amount. In order to stay within the budget; the project will be based on 221,220 cubic yards of material removed and disposed of in a permitted, lined, Class I, Subtitle D facility versus 275,000 cubic yards of material removed. This change will result in approximately three (3) foot increase in the closed elevation from what was previously represented to the Board of County Commissioners. A revised cross-section is attached.

The project will complete the closure of the Saufley Field Road Construction and Demolition Debris Landfill by excavating, transporting and disposing of 221,220 cubic yards of waste, 200,000 cubic yards will go to the Perdido Landfill without cost to achieve design grades for the existing side slopes at the facility. Approximately 21,220 cubic yards will be disposed of in a commercial Permitted, lined, Class I, Subtitle D facility. The Saufely Field Road Landfill (site) is an approximately 23 acre inactive landfill located in Bellview, Florida, that was operated as a construction and demolition debris (C&DD) landfill beginning in 1990. The site has been subject to complaints and regulatory enforcement actions stemming from odors and other issues reported by nearby residents beginning in the fall of 2005. The site was ordered to close in 2007, but closure requirements were not met. The majority of the waste at the site is covered by a soil layer of varying thickness (this soil layer is herein referred to as the Intermediate cover soil). The original owner abandoned the site in 2008. Escambia County (County) Board of Commissioners approved the acquisition and closure of the site by the County in March 2010.

The County entered into an agreement with the Florida Department of Environmental Protection (FDEP) in 2010 to develop and construct a closure system for the site as well as address the post-closure care requirements in accordance with Rule 62-701, Florida Administrative Code (FAC).

**BUDGETARY IMPACT:**

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

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Contract Form D will be used.

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provision of the Escambia County, Florida code of ordinances, 1999 Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

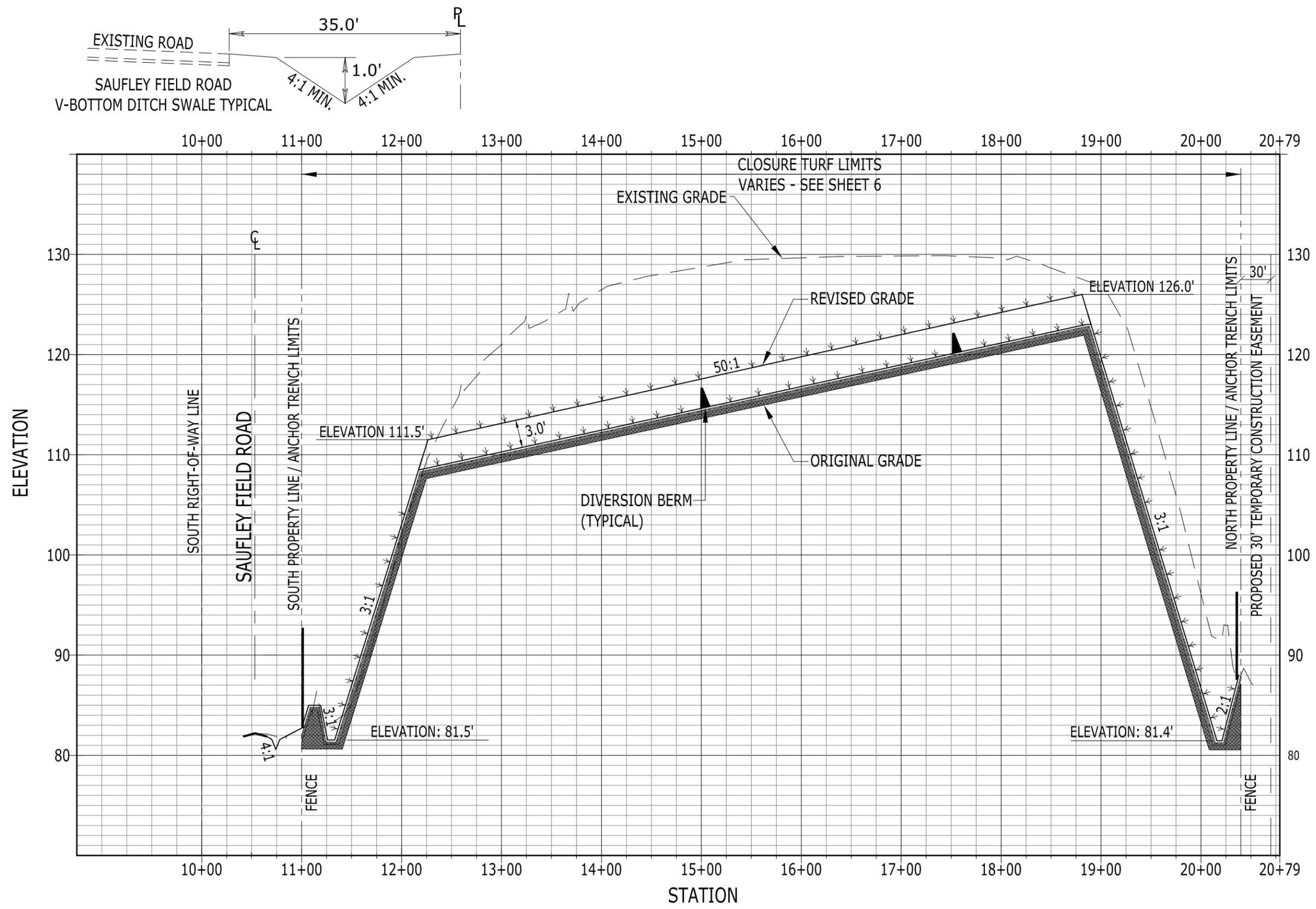
NA

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**Attachments**

cross-section

P:\Projects Directory\100109 Perdido Landfill Class III - Permitting and Design\01800(dwg)\Civil\Permit Dwg\Sept 28\_11\Rev Cross Section.dwg, Nov 29, 2011 - 1:45:27PM, jmc



"FOR BIDDING PURPOSES ONLY"

SCALE:  
FULL SIZE: 1" = 50'  
HALF SIZE: 1" = 100'



SAUFLEY FIELD ROAD  
C & D LANDFILL  
CROSS SECTION B - B

NO.	REVISION	DATE

Project Number:  
100109  
Date:  
NOVEMBER 2011  
Drawn By:  
J.M.C.  
Designed By:  
P.M.H.  
Checked By:  
J.L.L.  
Sheet:  
8



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-1827

County Attorney's Report Item #: 12. 1.

**BCC Regular Meeting**

**Action**

**Meeting Date:** 12/08/2011

**Issue:** Scheduling an Attorney-Client Session Regarding The Free Will Baptist Church, et al. v. Escambia County, Florida

**From:** Stephen G. West, Assistant County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Scheduling of an Attorney-Client Session Regarding *The Free Will Baptist Church, et al. v. Escambia County, Florida*

That the Board take the following action:

A. Schedule a private meeting with the Board's attorneys to discuss pending litigation, in accordance with Section 286.011(8), Florida Statutes, for January 19, 2012, at 4:00 p.m.; and

B. Approve the Public Notice printed below to be published in the Pensacola News Journal on Saturday, January 7, 2012:

**PUBLIC NOTICE**

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida to hold a private meeting with its attorneys to discuss pending litigation in the case of The Free Will Baptist Church; and Nancy H. Aguillard, Diane H. Norton, and Charles A. Hudson, as the Trustees of the Richard A. Hudson Trust Dated May 24, 1999 v. Escambia County, Florida in accordance with Section 286.011(8), Florida Statutes. Such Attorney-Client Session will be held at 4:00 p.m. C.S.T on Thursday, January 19, 2012, in Escambia County Governmental Complex, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Wilson Robertson, Gene Valentino, Marie Young, Grover Robinson, IV, and Kevin White, County Administrator Charles "Randy" Oliver, County Attorney Alison Rogers, Attorney representing Escambia County Stephen G. West, Assistant County Attorney, and a certified court reporter will attend the Attorney-Client Session.

**BACKGROUND:**

Plaintiffs are claiming an interest in County property described in a 1981 tax deed recorded in Official Record Book 1571 at page 650 of the public records of Escambia County, Florida.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1842**

**County Attorney's Report Item #: 12. 2.**

**BCC Regular Meeting**

**Action**

**Meeting Date:** 12/08/2011

**Issue:** Reaffirmation Agreement between Escambia County and Sharon Tatum

**From:** Alison P. Rogers, County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

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**RECOMMENDATION:**

**Recommendation Concerning the Reaffirmation Agreement Between Escambia County and Sharon Tatum**

That the Board take the following action concerning the Reaffirmation Agreement between Escambia County and Sharon Tatum:

- A. Approve the Reaffirmation Agreement; and
- B. Authorize the County Administrator to sign the Agreement and any related documents.

**BACKGROUND:**

In 2006, Sharon Tatum entered into a mortgage and security agreement with Escambia County for participation in the Escambia County Affordable Housing Initiative New Construction - HHRP Program. As a program participant, Ms. Tatum received a grant/loan in the amount of \$50,000.00 that was secured by an interest in certain real property located at 3114 Flintlock Drive. Under the terms of the agreement, the encumbrance and corresponding debt would be forgiven upon the expiration of 15 years from the date of execution provided there is no default by the recipient.

In September of 2011, Ms. Tatum filed a voluntary petition for Chapter 7 Bankruptcy. In order to exclude the subject property from the bankruptcy action, Ms. Tatum is seeking to reaffirm the subject mortgage and security agreement held in favor of Escambia County.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Reaffirmation Agreement was reviewed and approved by the County Attorney's Office for form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

The Reaffirmation Agreement and related documents will be filed by the County Attorney's Office.

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**Attachments**

Reaffirmation Agreement

# UNITED STATES BANKRUPTCY COURT

Northern District of Florida

In re Sharon Bullock Tatum,  
Debtor

Case No. 11-31547-LMK  
Chapter 7

## REAFFIRMATION AGREEMENT COVER SHEET

This form must be completed in its entirety and filed, with the reaffirmation agreement attached, within the time set under Rule 4008. It may be filed by any party to the reaffirmation agreement.

- Creditor's Name: Escambia County
- Amount of the debt subject to this reaffirmation agreement:  
\$ 50,000.00 on the date of bankruptcy    \$ 50,000.00 to be paid under reaffirmation agreement
- Annual percentage rate of interest: 0.00 % prior to bankruptcy  
0.00 % under reaffirmation agreement (  Fixed Rate  Adjustable Rate)
- Repayment terms (if fixed rate): \$ \_\_\_\_\_ per month for \_\_\_\_\_ months
- Collateral, if any, securing the debt: Current market value: \$ \_\_\_\_\_  
Description: 3114 Flintlock Drive Pensacola, FL 32526
- Does the creditor assert that the debt is nondischargeable?  Yes  No  
(If yes, attach a declaration setting forth the nature of the debt and basis for the contention that the debt is nondischargeable.)

### Debtor's Schedule I and J Entries

### Debtor's Income and Expenses as Stated on Reaffirmation Agreement

- |   |                   |   |                   |
|---|-------------------|---|-------------------|
| 7A. Total monthly income from Schedule I, line 16                       | \$ <u>2853.87</u> | 7B. Monthly income from all sources after payroll deductions  | \$ <u>2853.87</u> |
| 8A. Total monthly expenses from Schedule J, line 18                     | \$ <u>3887.99</u> | 8B. Monthly expenses  | \$ <u>Varies</u>  |
| 9A. Total monthly payments on reaffirmed debts not listed on Schedule J | \$ <u>/</u>       | 9B. Total monthly payments on reaffirmed debts not included in monthly expenses   | \$ <u>/</u>       |
|   |                   | 10B. Net monthly income (Subtract sum of lines 8B and 9B from line 7B. If total is less than zero, put the number in brackets.) | \$ <u>Varies</u>  |

11. Explain with specificity any difference between the income amounts (7A and 7B):

12. Explain with specificity any difference between the expense amounts (8A and 8B):

*Debtor's expenses vary. Debtor has lowered her expenses to ensure a payment is made if necessary.*

If line 11 or 12 is completed, the undersigned debtor, and joint debtor if applicable, certifies that any explanation contained on those lines is true and correct.

*Shaun B. Dater*

Signature of Debtor (only required if line 11 or 12 is completed)

Signature of Joint Debtor (if applicable, and only required if line 11 or 12 is completed)

Other Information

Check this box if the total on line 10B is less than zero. If that number is less than zero, a presumption of undue hardship arises (unless the creditor is a credit union) and you must explain with specificity the sources of funds available to the Debtor to make the monthly payments on the reaffirmed debt:

Was debtor represented by counsel during the course of negotiating this reaffirmation agreement?

Yes       No

If debtor was represented by counsel during the course of negotiating this reaffirmation agreement, has counsel executed a certification (affidavit or declaration) in support of the reaffirmation agreement?

Yes       No

**FILER'S CERTIFICATION**

I hereby certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this Reaffirmation Agreement Cover Sheet.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print/Type Name & Signer's Relation to Case

Check one. <input type="checkbox"/> Presumption of Undue Hardship <input checked="" type="checkbox"/> <del>No Presumption of Undue Hardship</del> <i>See Debtor's Statement in Support of Reaffirmation, Part II below, to determine which box to check.</i>
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# UNITED STATES BANKRUPTCY COURT

Northern District of Florida

In re Sharon Bullock Tatum,  
*Debtor*

Case No. 11-31547-LMK

Chapter 7

## REAFFIRMATION DOCUMENTS

Name of Creditor: Escambia County

Check this box if Creditor is a Credit Union

### PART I. REAFFIRMATION AGREEMENT

Reaffirming a debt is a serious financial decision. Before entering into this Reaffirmation Agreement, you must review the important disclosures, instructions, and definitions found in Part V of this form.

A. Brief description of the original agreement being reaffirmed: Mortgage and Security Agreement  
*For example, auto loan*

B. AMOUNT REAFFIRMED: \$ 50,000.00

The Amount Reaffirmed is the entire amount that you are agreeing to pay. This may include unpaid principal, interest, and fees and costs (if any) arising on or before \_\_\_\_\_, which is the date of the Disclosure Statement portion of this form (Part V).

*See the definition of "Amount Reaffirmed" in Part V, Section C below.*

C. The ANNUAL PERCENTAGE RATE applicable to the Amount Reaffirmed is 0 %.

*See definition of "Annual Percentage Rate" in Part V, Section C below.*

This is a (check one)  Fixed rate  Variable rate

If the loan has a variable rate, the future interest rate may increase or decrease from the Annual Percentage Rate disclosed here.

D. Reaffirmation Agreement Repayment Terms (check and complete one):

\$ \_\_\_\_\_ per month for \_\_\_\_\_ months starting on \_\_\_\_\_.

Describe repayment terms, including whether future payment amount(s) may be different from the initial payment amount. If you continue to reside in the subject property as your primary residence and are not in default of any other applicable terms of the loan, the entire mortgage amount will be forgiven at the end of the 15 year term of the mortgage and security agreement. If the terms of the loan are violated before the end of the 15 year term, the entire loan amount will be due and payable.

E. Describe the collateral, if any, securing the debt:

Description: 3114 Flintlock Drive, Pensacola, FL 32526  
 Current Market Value \$ \_\_\_\_\_

F. Did the debt that is being reaffirmed arise from the purchase of the collateral described above?

Yes. What was the purchase price for the collateral? \$ \_\_\_\_\_

No. What was the amount of the original loan? \$ \_\_\_\_\_

G. Specify the changes made by this Reaffirmation Agreement to the most recent credit terms on the reaffirmed debt and any related agreement:

	Terms as of the Date of Bankruptcy	Terms After Reaffirmation
Balance due (including fees and costs)	\$ <u>N/A</u>	\$ <u>N/A</u>
Annual Percentage Rate	<u>0</u> %	<u>0</u> %
Monthly Payment	\$ <u>0</u>	\$ <u>0</u>

H  Check this box if the creditor is agreeing to provide you with additional future credit in connection with this Reaffirmation Agreement. Describe the credit limit, the Annual Percentage Rate that applies to future credit and any other terms on future purchases and advances using such credit: \_\_\_\_\_

**PART II. DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT**

A. Were you represented by an attorney during the course of negotiating this agreement?

Check one.  Yes  No

B. Is the creditor a credit union?

Check one.  Yes  No

C. If your answer to EITHER question A. or B. above is "No," complete 1. and 2. below.

1. Your present monthly income and expenses are:

a. Monthly income from all sources after payroll deductions (take-home pay plus any other income)

\$ 2853.87

b. Monthly expenses (including all reaffirmed debts except this one)

\$ Varies

c. Amount available to pay this reaffirmed debt (subtract b. from a.)

\$ Varies

d. Amount of monthly payment required for this reaffirmed debt

\$ 0 at current time

*If the monthly payment on this reaffirmed debt (line d.) is greater than the amount you have available to pay this reaffirmed debt (line c.), you must check the box at the top of page one that says "Presumption of Undue Hardship." Otherwise, you must check the box at the top of page one that says "No Presumption of Undue Hardship."*

2. You believe that this reaffirmation agreement will not impose an undue hardship on you or your dependents because:

Check one of the two statements below, if applicable:

You can afford to make the payments on the reaffirmed debt because your monthly income is greater than your monthly expenses even after you include in your expenses the monthly payments on all debts you are reaffirming, including this one.

You can afford to make the payments on the reaffirmed debt even though your monthly income is less than your monthly expenses after you include in your expenses the monthly payments on all debts you are reaffirming, including this one, because:

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

Use an additional page if needed for a full explanation.

D. If your answers to BOTH questions A. and B. above were "Yes," check the following statement, if applicable:

You believe this Reaffirmation Agreement is in your financial interest and you can afford to make the payments on the reaffirmed debt.

*Also, check the box at the top of page one that says "No Presumption of Undue Hardship."*

**PART III. CERTIFICATION BY DEBTOR(S) AND SIGNATURES OF PARTIES**

I hereby certify that:

- (1) I agree to reaffirm the debt described above.
- (2) Before signing this Reaffirmation Agreement, I read the terms disclosed in this Reaffirmation Agreement (Part I) and the Disclosure Statement, Instructions and Definitions included in Part V below;
- (3) The Debtor's Statement in Support of Reaffirmation Agreement (Part II above) is true and complete;
- (4) I am entering into this agreement voluntarily and am fully informed of my rights and responsibilities; and
- (5) I have received a copy of this completed and signed Reaffirmation Documents form.

SIGNATURE(S) (If this is a joint Reaffirmation Agreement, both debtors must sign.):

Date 11/11/11 Signature Sharon B. Latun  
Debtor

Date \_\_\_\_\_ Signature \_\_\_\_\_  
Joint Debtor, if any

**Reaffirmation Agreement Terms Accepted by Creditor:**

Creditor Escambia County PO Box 1591 Pensacola, FL 32597  
Print Name Address

\_\_\_\_\_  
Print Name of Representative Signature Date

**PART IV. CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)**

*To be filed only if the attorney represented the debtor during the course of negotiating this agreement.*

I hereby certify that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

*Check box, if the presumption of undue hardship box is checked on page 1 and the creditor is not a Credit Union.*

Date 11/11/11 Signature of Debtor's Attorney [Signature]  
 Print Name of Debtor's Attorney Karin A. Janis  
REBAR # 0100933

**PART V. DISCLOSURE STATEMENT AND INSTRUCTIONS TO DEBTOR(S)**

**Before agreeing to reaffirm a debt, review the terms disclosed in the Reaffirmation Agreement (Part I above) and these additional important disclosures and instructions.**

**Reaffirming a debt is a serious financial decision.** The law requires you to take certain steps to make sure the decision is in your best interest. If these steps, which are detailed in the Instructions provided in Part V, Section B below, are not completed, the Reaffirmation Agreement is not effective, even though you have signed it.

**A. DISCLOSURE STATEMENT**

1. **What are your obligations if you reaffirm a debt?** A reaffirmed debt remains your personal legal obligation to pay. Your reaffirmed debt is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Your obligations will be determined by the Reaffirmation Agreement, which may have changed the terms of the original agreement. If you are reaffirming an open end credit agreement, that agreement or applicable law may permit the creditor to change the terms of that agreement in the future under certain conditions.
2. **Are you required to enter into a reaffirmation agreement by any law?** No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments that you agree to make.
3. **What if your creditor has a security interest or lien?** Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage, or security deed. The property subject to a lien is often referred to as collateral. Even if you do not reaffirm and your personal liability on the debt is discharged, your creditor may still have a right under the lien to take the collateral if you do not pay or default on the debt. If the collateral is personal property that is exempt or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the collateral, as the parties agree or the court determines.
4. **How soon do you need to enter into and file a reaffirmation agreement?** If you decide to enter into a reaffirmation agreement, you must do so before you receive your discharge. After you have entered into a reaffirmation agreement and all parts of this form that require a signature have been signed, either you or the creditor should file it as soon as possible. The signed agreement must be filed with the court no later than 60 days after the first date set for the meeting of creditors, so that the court will have time to schedule a hearing to approve the agreement if approval is required. However, the court may extend the time for filing, even after the 60-day period has ended.
5. **Can you cancel the agreement?** You may rescind (cancel) your Reaffirmation Agreement at any time before the bankruptcy court enters your discharge, or during the 60-day period that begins on the date your Reaffirmation Agreement is filed with the court, whichever occurs later. To rescind (cancel) your Reaffirmation Agreement, you must notify the creditor that your Reaffirmation Agreement is rescinded (or canceled). Remember that you can rescind the agreement, even if the court approves it, as long as you rescind within the time allowed.

**6. When will this Reaffirmation Agreement be effective?**

**a. If you *were* represented by an attorney during the negotiation of your Reaffirmation Agreement and**

**i. if the creditor is not a Credit Union**, your Reaffirmation Agreement becomes effective when it is filed with the court unless the reaffirmation is presumed to be an undue hardship. If the Reaffirmation Agreement is presumed to be an undue hardship, the court must review it and may set a hearing to determine whether you have rebutted the presumption of undue hardship.

**ii. if the creditor is a Credit Union**, your Reaffirmation Agreement becomes effective when it is filed with the court.

**b. If you *were not* represented by an attorney during the negotiation of your Reaffirmation Agreement**, the Reaffirmation Agreement will not be effective unless the court approves it. To have the court approve your agreement, you must file a motion. See Instruction 5, below. The court will notify you and the creditor of the hearing on your Reaffirmation Agreement. You must attend this hearing, at which time the judge will review your Reaffirmation Agreement. If the judge decides that the Reaffirmation Agreement is in your best interest, the agreement will be approved and will become effective. However, if your Reaffirmation Agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home, you do not need to file a motion or get court approval of your Reaffirmation Agreement.

- 7. What if you have questions about what a creditor can do?** If you have questions about reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement. If you do not have an attorney helping you, you may ask the judge to explain the effect of this agreement to you at the hearing to approve the Reaffirmation Agreement. When this disclosure refers to what a creditor “may” do, it is not giving any creditor permission to do anything. The word “may” is used to tell you what might occur if the law permits the creditor to take the action.

**B. INSTRUCTIONS**

1. Review these Disclosures and carefully consider your decision to reaffirm. If you want to reaffirm, review and complete the information contained in the Reaffirmation Agreement (Part I above). If your case is a joint case, both spouses must sign the agreement if both are reaffirming the debt.
2. Complete the Debtor’s Statement in Support of Reaffirmation Agreement (Part II above). Be sure that you can afford to make the payments that you are agreeing to make and that you have received a copy of the Disclosure Statement and a completed and signed Reaffirmation Agreement.
3. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement, your attorney must sign and date the Certification By Debtor’s Attorney (Part IV above).
4. You or your creditor must file with the court the original of this Reaffirmation Documents packet and a completed Reaffirmation Agreement Cover Sheet (Official Bankruptcy Form 27).
5. *If you are not represented by an attorney, you must also complete and file with the court a separate document entitled “Motion for Court Approval of Reaffirmation Agreement” unless your Reaffirmation Agreement is for a consumer debt secured by a lien on your real property, such as your home. You can use Form B240B to do this.*

## C. DEFINITIONS

1. **“Amount Reaffirmed”** means the total amount of debt that you are agreeing to pay (reaffirm) by entering into this agreement. The total amount of debt includes any unpaid fees and costs that you are agreeing to pay that arose on or before the date of disclosure, which is the date specified in the Reaffirmation Agreement (Part I, Section B above). Your credit agreement may obligate you to pay additional amounts that arise after the date of this disclosure. You should consult your credit agreement to determine whether you are obligated to pay additional amounts that may arise after the date of this disclosure.
2. **“Annual Percentage Rate”** means the interest rate on a loan expressed under the rules required by federal law. The annual percentage rate (as opposed to the “stated interest rate”) tells you the full cost of your credit including many of the creditor’s fees and charges. You will find the annual percentage rate for your original agreement on the disclosure statement that was given to you when the loan papers were signed or on the monthly statements sent to you for an open end credit account such as a credit card.
3. **“Credit Union”** means a financial institution as defined in 12 U.S.C. § 461(b)(1)(A)(iv). It is owned and controlled by and provides financial services to its members and typically uses words like “Credit Union” or initials like “C.U.” or “F.C.U.” in its name.

Prepared Prepared by:  
Randy Wilkerson  
Executive Director,  
Neighborhood Enterprise Foundation, Inc.,  
P.O. Box 1591, Pensacola, Florida 32597  
(850) 458-0466

**ESCAMBIA/PENSACOLA AFFORDABLE HOUSING INITIATIVE  
NEW CONSTRUCTION - HHRP**

**MORTGAGE AND SECURITY AGREEMENT**

THIS MORTGAGE (hereinafter referred to as "Mortgage"), is made and entered into this 15th day of May 2006, between the Mortgagor Sharon B. Tatum, a divorced woman, (herein "Borrower"), and the Mortgagees, ESCAMBIA COUNTY, a political subdivision of the/State of Florida, and the CITY OF PENSACOLA, a municipality chartered in the State of Florida, whose address for purposes of this Mortgage is 223 Palafox Street, P.O. Box 1591, Pensacola, Florida 32597, (hereafter "Lender").

**WITNESSETH:**

**1.01 PREMISES.** For and in consideration of an Indebtedness from Borrower to Lender in the principal sum of Fifty Thousand Dollars (\$50,000.00) which indebtedness is evidenced by the Grant and Loan Agreement for Participation in the Escambia County Affordable Housing Initiative ("Loan Agreement") and Borrower's Note of even date herewith (herein "Note"). In order to secure the Indebtedness and other obligations of Borrower hereinafter set forth, Borrower does hereby grant, bargain, sell, convey, assign, transfer, pledge and set over unto Lender and the successors, successors in title, and assigns of County all of the following land and interest in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances, and appurtenances (herein referred to individually and collectively as the "Premises").

**A. LAND.** All those certain tracts, pieces or parcels of land (herein "Property") located in the County of Escambia, State of Florida, described as follows: 3114 Flintlock Drive, Pensacola, FL 32526

**SEE EXHIBIT "A"**

**B. APPURTENANCES.** All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys and passages, sewer rights, water rights and powers, minerals, flowers, shrubs, trees and other emblem now or hereafter located on the land or under or above the same or any part of parcel thereof and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions and remainders, whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Home buyer (hereinafter sometimes referred to as "Appurtenances").

**1.02 WARRANTIES OF TITLE.** Borrower covenants that Borrower is lawfully seized and possessed of the Premises as aforesaid, and has a good right to convey the same, that the same are unencumbered, and that the Borrower does warrant and will forever defend the title thereto against the claims of all persons whomsoever.

Lender acknowledges that the property is subject to a first mortgage in favor of Whitney Bank in the amount of Ninety One Thousand Two Hundred and Forty Eight Dollars (\$91,248.00) and that this mortgage is subordinate and inferior to said mortgage (such mortgage shall be hereinafter referred to as the "first mortgage").

**1.03 INDEBTEDNESS.** This mortgage is given to secure the performance of all obligations set forth herein and the following described indebtedness:

**A.** The debt evidenced by the Loan Agreement and Promissory Note referred to in Paragraph 1.01, together with any and all renewals, modifications, consolidations and extension of the Indebtedness evidenced by the Note;

**B.** Any and all additional advances made by County to protect or preserve the Premises or the security interest created hereby on the Premises, or for taxes, assessments or insurance premiums as hereinafter provided or for performance of any of Borrower's obligations hereunder provided or for performance of any of Borrower's obligations hereunder or for any other purpose provided herein (whether or not Borrower remains the owner of the Premises at the time of such advances); and

Provided, always, and it is the true intent and meaning of the parties to these presents, that when Borrower, his successors or assigns, shall pay or cause to be paid to Lender, his successors or assigns, the Indebtedness according to the conditions and agreements of the Note and of this Mortgage, and shall perform all of the obligations according to the true intent and meaning of the Note and this Mortgage and the conditions there under and hereunder, then this Mortgage shall cease, determine and be null and void; otherwise this Mortgage shall remain in full force and effect.

**COVENANTS AND AGREEMENTS**

**2.01 PAYMENT OF INDEBTEDNESS.** Homebuyer shall pay the Note(s) according to the tenure thereof and the remainder of the indebtedness promptly as the same shall become due and payable in accordance with the terms of the Note.

**2.02 TAXES, LIENS AND OTHER CHARGES.**

**A.** Borrower shall pay, on or before the due date thereof, all taxes, assessments, levies, license fees, permit fees and other charges (in each case whether general or special, ordinary or extraordinary, foreseen or unforeseen) of every character whatsoever (including all penalties and interest thereon) now or hereafter levied, assessed, confirmed or imposed on, or in respect of, or which may be a lien upon, the Premises or any part thereof, or any estate, right or interest therein, or upon the rents, issues, income or profits thereof, and shall submit to Lender such evidence of the due and punctual payment of all taxes, assessments and other fees and charges as Lender may require.

B. Borrower shall pay, on or before the due date thereof, all taxes, assessments, charges, expenses, costs and fees against, or incurred in connection with, the Note(s), the other Indebtedness, this Mortgage or any other instrument now or hereafter evidencing, securing or otherwise relating to the Indebtedness, and shall submit to Lender such evidence of the due and punctual payment of all such taxes, assessments, charges, expenses, costs and fees as Lender may require.

C. In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulations, the law now in force governing the taxation of mortgages to secure debt or security agreements or debts secured thereby or the manner of collecting such taxes so as to adversely affect Borrower, Lender will pay any such tax on or before the due date thereof.

D. Borrower will not permit or suffer any construction, mechanics, materialmen, laborers or statutory or other liens to be filed of record or to remain outstanding against the Premises or any portion thereof.

#### 2.03 PRESERVATION AND MAINTENANCE OF PROPERTY.

A. Borrower will keep the buildings, improvements, facilities, furnishings, landscaping, the Premises and other improvements of any kind now or hereafter erected on the Land or any part thereof in good repair and shall not commit waste or permit impairment or deterioration of the property. Borrower will do nothing which would or could increase the risk of fire or other hazard to the Premises or any part thereof or which would or could result in the cancellation of any insurance policy carried with respect to the Premises.

B. Borrower will not allow the removal, demolition or alteration of the structural character of any improvement located on the land, and once the improvements are completed, without the written consent of Lender. Borrower shall not remove or permit to be removed from the Land any item or items referred to in Paragraph 1.01(B) of this Mortgage which are or may hereafter be in any way attached or affixed to the Land or any improvements thereof.

C. If the Premises or any part thereof is damaged by fire or other cause, Borrower will give immediate written notice thereof to Lender.

D. Lender or its representative is hereby authorized to enter upon and inspect the Premises at any time during normal business hours.

E. Borrower will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof.

F. Violation of any of the foregoing provisions shall constitute a default.

2.04 **LIMIT OF VALIDITY.** If from any circumstances whatsoever, fulfillment of any provision of this Mortgage or the Note(s) which it secures, at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Mortgage or under the Note that is in excess of the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity. The provisions of this paragraph shall control every other provision of this Mortgage and of the Note.

2.05 **CONVEYANCE OR ENCUMBRANCE OF PREMISES WITHIN ONE YEAR OF THE DATE HEREOF.** Borrower hereby acknowledges to Lender that any encumbrance which encumbrance is in addition to those set forth in this Mortgage, of the Premises or any portion thereof would materially impair or jeopardize the security granted to Lender by this Mortgage. Borrower therefore covenants and agrees with Lender, as part of the consideration for the extending to Borrower of the Indebtedness evidenced by the Note, that Home buyer shall not directly or indirectly encumber (including, but not by way of limitation, increasing of the outstanding principal amount of any existing encumbrance) pledge, convey, transfer or assign any or all of the Borrower's interest in the Premises within one year following the date of this Mortgage or after one year following the date of this Mortgage if Borrower is in default of this Mortgage at the time of the said conveyance. A violation of the terms of this provision shall be a default hereunder and, in that event, all of the sums secured by this Mortgage shall be immediately due and payable. If Borrower fails to pay such sums when due, Lender may without further notice or demand on Borrower, invoke any remedies permitted by this instrument.

#### 2.06 SUBORDINATION.

A. The Mortgage shall not be subordinated under any circumstances.

B. To include any form of refinancing the loan or debt consolidation loan.

2.07 **OCCUPATION OF PREMISES.** Borrower shall occupy and use the premises as Borrower's principal place of residency during the term of this mortgage. A violation of the terms of this provision shall be a default hereunder and, in that event, all of the sums secured by this Mortgage shall be immediately due and payable. If Borrower fails to pay such sums when due, Lender may without further notice or demand on Borrower, invoke any remedies permitted by this instrument.

2.08 **CONVEYANCE AFTER ONE YEAR FROM DATE HEREOF.** Upon Borrower's conveyance, transfer, encumbrance, refinancing, or assignment of any or all of Borrower's interest in the property after one year from the date hereof and provided Borrower is not in default as defined in Paragraph 3.01, herein, then the sum equal to eighty (80%) percent of the total sum set forth in the note which is secured by this Mortgage shall be immediately due and payable to the IIIIRP Affordable Housing Trust Fund. **THIS MORTGAGE SHALL NOT BE SUBORDINATED UNDER ANY CIRCUMSTANCES.** Lender may without further notice of demand on Borrower, invoke any remedies permitted by this instrument. If the Borrower's conveyance, transfer or assignment of any or all of the Borrower's interest in the property occurs after the original period of the First Mortgage (i.e., thirty years), then the sum equal to eighty (80%) of the total sum set forth in the note shall be reduced to zero.

**DEFAULT AND REMEDIES**

**3.01 DEFAULT.** The terms "Default" or "Defaults", wherever used in this mortgage, shall mean any one or more of the following events:

A. Failure by Borrower to pay as and when due and payable any portion of the Indebtedness as evidenced by the first mortgage; or

B. Failure by Borrower duly to observe or perform any other term, covenant, condition or agreement of the first Mortgage; or

C. Failure by Borrower to pay as and when due and payable any portion of the Indebtedness; or

D. Failure by Borrower duly to observe or perform any other term, covenant, condition or agreement of this Mortgage; or

E. Failure by Borrower duly to observe or perform any term, covenant, condition, or agreement in any other agreement now or hereafter evidencing, securing or otherwise relating to the Note(s) or this Mortgage or the Indebtedness including the Loan Agreement; or

F. Any representation or warranty of Borrower relating to the Note(s), the Loan Agreement, Borrower's program application for participation in the Escambia County's Hurricane Housing Recovery Program, this Mortgage or the Indebtedness proves to be untrue or misleading in any material respect; or

G. The filing by Borrower (or any maker, endorser or guarantor of the Note(s)) of a voluntary petition in bankruptcy or the filing by Borrower (or such maker, endorser or guarantor) or any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other laws or regulation relating to bankruptcy, insolvency or other relief for debtors, or Borrower (or any such makers, endorsers or guarantors) seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of Borrower (such maker, endorser or guarantor) or all or any substantial part of the Premises or of any other property or assets of Borrower (such maker, endorser or guarantor) or of any or all of the income, rents, issues, profits or revenues thereof, or the making by Borrower (or any such maker, endorser or guarantor) of any general assignment for the benefit of creditors, or the admission in writing by Borrower (or for any such maker, endorser or guarantor) of its inability to pay its debts generally as they become due or the commission by Borrower (or any such maker, endorser or guarantor) of an act of bankruptcy; or

H. The filing of a petition against Borrower (or any maker, endorser or guarantor) of the Note(s), seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, receiver or liquidator of Borrower (or any such maker, endorser or guarantor) or of all or any substantial part of the Premises or of any or all of the incomes, rents, issues, profits or revenues thereof unless such petition shall be dismissed within thirty (30) days after such filing, but in any event prior to the entry of an order, judgment or decree approving such petition; or

I. The Premises are subjected to actual or threatened waste, or any part thereof is removed, demolished or altered without the prior written consent of Lender.

**3.02 ACCELERATION OF MATURITY.** If a default shall have occurred, then the entire Indebtedness shall accelerate, at the option of Lender, immediately become due and payable in full without notice or demand, time being of the essence of the Note(s) and of this Mortgage; and no omission on the part of Lender to exercise such option when entitled to do so shall be construed as a waiver of such right.

**3.03 RIGHT TO ENTER AND TAKE POSSESSION.** If a Default shall have occurred, Borrower, upon demand of Lender, shall forthwith surrender to Lender the actual possession of the Premises and if, and to the extent, permitted by law, Lender itself, or by such officers or agents as it may appoint, may enter and take possession of all of the Premises without the appointment of a receiver, or an application therefore, and may exclude Borrower.

**3.04 RECEIVER.** If a Default shall have occurred, Lender, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right, without notice and without regard to the adequacy or value of any security for the Indebtedness of the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Premises and to collect and apply the incomes, rents, issues, profits and revenues thereof. The receiver shall have all of the rights and powers permitted under the laws of the State of Florida. Borrower will pay to Lender upon demand all expenses, including reasonable receiver's fees, reasonable attorney's fees, costs and agent's compensation, incurred pursuant to the provisions of this Article III and any such amounts paid by Lender shall be added to the Indebtedness and shall be secured by this Mortgage.

**3.05 ENFORCEMENT.**

A. If a Default shall have occurred, Lender, at its option, may institute legal proceedings for the foreclosure of any or all of its rights under this Mortgage.

B. Lender shall have the right from time to time to enforce any legal or equitable remedy against Borrower, including without limitation suing for any sums, whether interest, principal or any installment of either or both, taxes, penalties or any other sums required to be paid under the terms of this Mortgage, as the same become due, without regard to whether or not all of the Indebtedness shall then be due, and without prejudice to the right of Lender thereafter to enforce any other remedy, including without limitation an action of foreclosure, whether or not such other remedy be based upon a Default which existed at the time of commencement of an earlier or pending action, and whether or not such remedy be based upon the same Default upon which an earlier or pending action is based.

3.06 WAIVER OF EXEMPTIONS. Borrower warrants that no portion of the Premises constitutes the "homestead" of any person whomsoever as defined by the laws and constitution of the State of Florida and hereby waives and renounces all exemption rights in and to the Premises as against the collection of the Indebtedness or any part thereof.

3.07 REMEDIES CUMULATIVE. No right, power or remedy conferred upon or reserved to Lender by this Mortgage is intended to be exclusive or any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.

3.08 WAIVER. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's rights to accelerate the maturity of the Indebtedness secured by this Mortgage.

3.09 SUITS TO PROTECT THE PREMISES. Lender shall have the power to institute and maintain such suits and proceedings as it may deem expedient (i) to prevent any impairment of the Premises by any acts which may be unlawful or constitute a Default under this Mortgage, (ii) to preserve or protect its interest in the Premises and in the income, rents, issues, profits and revenues arising there from and (iii) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Lender. In any such action Lender shall be entitled to receive from Borrower all costs and reasonable attorney's fees.

MISCELLANEOUS

4.01 SUCCESSORS AND ASSIGNS. This Mortgage shall inure to the benefit of and be binding upon Borrower and Lender and their respective heirs, executors, legal representatives, successors, successors-in-title and assigns. Whenever a reference in this Mortgage is made to "Borrower" or "Lender" such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors, successors-in-title and assigns of Borrower and Lender, as the case may be. The foregoing shall not authorize the encumbrance, pledge, conveyance, transfer or assignment of all or any portion of Borrower's interest in the Premises without the prior written consent of Lender.

4.02 SEVERABILITY. If any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

4.03 APPLICABLE LAW. This instrument shall be governed by and construed in accordance with the laws of the State of Florida.

4.04 TIME OF THE ESSENCE. Time is of the essence with respect to each and every covenant, agreement and obligation of Borrower under this Mortgage, the Note(s) and any and all other instruments now or hereafter evidencing, securing or otherwise relating to the Indebtedness.

4.05 ATTORNEY'S FEES. The enforcement of the Note(s), this Mortgage or any other obligation evidencing, securing or otherwise relating to the Indebtedness, Lender shall be entitled to recover from Borrower all costs and reasonable attorney's fees. The meaning of the term "legal fees" or attorney's fees" or other references to the fees of attorneys or counsel, wherever used in this Mortgage, shall be deemed to include, without limitation, all reasonable legal fees relating to litigation or appeals at any and all levels of courts and administrative tribunals.

IN WITNESS WHEREOF, Homebuyer has executed this Mortgage as of the date first above written.

Signed, sealed and delivered in the presence of:

Signature: Jimmie McFall

Signature: LISA NOVATKA

BORROWER:

Signature: Sharon B. Tatum

Borrower's Signature: Sharon B. Tatum

Co-Borrower's Signature:

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of May 2006, by Sharon B. Tatum, who (is/are) personally known to me has/have produced Drivers License as identification) and who did not take an oath.

NOTARY PUBLIC

Signature of Notary

Print Name: LISA NOVATKA  
Commission No: MY COMMISSION # DD 274487  
My Commission Expires: EXPIRES: January 4, 2008  
Bonded thru Budget Notary Services



Exhibit "A"

Lot 21, Block P, Springfield Unit Six, a planned unit development being a replat of Lots 24 and 25, Block J of Springfield Unit Four as recorded in Plat Book 17, Page 30, together with a portion of Section 26, Township 1 South, Range 31 West, according to the plat thereof, recorded in Plat Book 18, Page 7, of the Public Records of Escambia County, Florida.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-1856

County Attorney's Report Item #: 12. 3.

BCC Regular Meeting

Action

Meeting Date: 12/08/2011

Issue: Scheduling an Attorney-Client Session Regarding Escambia County v. Zachary Company of NW FL, LLC

From: Charles V. Peppler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Scheduling of an Attorney-Client Session Regarding *Escambia County v. Zachary Company of NW FL, LLC*

That the Board take the following action:

A. Schedule a private meeting with the Board's attorneys to discuss pending litigation, in accordance with Section 286.011(8), Florida Statutes, for December 15, 2011, at 8:30 a.m.; and

B. Ratify the Public Notice printed below that was published in the Pensacola News Journal on Saturday, December 3, 2011:

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorney to discuss pending litigation in the case of Escambia County v. Zachary Company of NW FL, LLC in accordance with Section 286.011(8), Florida Statutes. Such attorney-client session will be held at 8:30 a.m., C.S.T. on Thursday, December 15, 2011, in Escambia County Governmental Complex, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Wilson Robertson, Gene Valentino, Marie Young, Grover Robinson, IV, and Kevin White, County Administrator Charles "Randy" Oliver, County Attorney Alison Rogers, Attorney representing Escambia County Charles V. Peppler, Deputy County Attorney, and a certified court reporter will attend the attorney-client session.

**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

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-1862

County Attorney's Report Item #: 12. 4.

BCC Regular Meeting

Action

Meeting Date: 12/08/2011

Issue: Retaining the Law Firm of Lewis, Longman & Walker With Expertise in State and Federal Environmental Enforcement Schemes

From: Alison P. Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Retaining the Law Firm of Lewis, Longman & Walker at an Hourly Rate Not to Exceed \$255 with a \$10,000 Cap

That the Board authorize retaining the law firm of Lewis, Longman & Walker, P.A. to represent the County in matters related to CERCLA and other environmental enforcement issues at the County Transfer Station (Palafox Street and Texar Drive Ammonia Site) at an hourly rate not to exceed \$255 with a \$10,000 cap. Any amount over \$10,000 would require additional Board action.

**BACKGROUND:**

As provided in the attached materials, the Florida Department of Environmental Protection (FDEP) is pursuing inspections and sampling at the County's Transfer Station site. The FDEP would like to proceed with a two-phase testing of the site as part of a process to determine if the site qualifies for listing on the NPL, or National Priorities List, which may qualify the site as a Superfund site. Escambia County obtained the site by eminent domain on September 8, 2009. Previous owners of the site used the site in such a way that contaminants may be present, as previously documented by FDEP.

In order to best address the intricacies of the state and federal environmental enforcement schemes, retaining outside counsel with expertise in these areas would be beneficial to the County. The Lewis, Longman & Walker firm has experience in these matters, familiarity with the site and ties to the Pensacola area. Relevant information concerning counsel is attached.

**BUDGETARY IMPACT:**

Funding: County Attorney's Budget, Cost Center 110601, Professional Services 53101.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Ltr. from DEP - Request for Site Access dated Nov. 17, 2011

Resumes from the Law Firm of Lewis, Longman and Walker, P.A.



# 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

November 17, 2011

Mr. Glenn C. Griffith  
Escambia County  
Brownfields Coordinator  
Central Office Complex  
3363 West Park Place  
Pensacola, FL 32505

**Subject:** Request for Site Access  
Palafox Street & Texar Drive Ammonia Site  
Pensacola, Escambia County, Florida  
Comet Site ID # 155367

Dear Mr. Griffith:

This is a request for property access to perform environmental site screening at the Escambia County property, located at 2906 N. Palafox Street. The purpose of the site screening is to continue to evaluate potential threat to human health or the environment that may be posed by current conditions at the subject property. The results of the site screening will be used to determine if the subject property should be further evaluated for possible listing on the National Priorities List (NPL), also known as Superfund. The Florida Department of Environmental Protection (FDEP) will conduct the site screening pursuant to its authority under Chapter 403, Florida Statutes and under the United States Environmental Protection Agency (EPA) Site Assessment Program.

The site screening is conducted in two phases. The first phase is a site reconnaissance by the FDEP and our contractor. The reconnaissance includes a walkover of the property, personnel interviews and observation/inspection of surrounding settings. No environmental samples are collected during this phase of the work.

Following the reconnaissance, a work plan will be developed that describes the types and locations of samples to be collected and the chemical analyses to be run. A copy of the work plan will be provided to you upon request. Implementation of the work plan does involve the collection of environmental samples.

The EPA requires site screening at all sites identified on or considered for EPA's CERCLIS database. This requirement is made under the authority of the



**PRELIMINARY ASSESSMENT  
PALAFOX STREET AND TEXAR DRIVE AMMONIA SITE  
PENSACOLA, ESCAMBIA COUNTY, FLORIDA  
EPA ID # (not available yet)  
COMET SITE ID # 155367**



**Prepared By:**

**Florida Department of Environmental Protection  
Division of Waste Management  
Bureau of Waste Cleanup  
Program and Technical Support Section  
CERCLA Group  
Jay Koch**

May 12, 2011

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## **1.0 Introduction**

This Preliminary Assessment (PA) report was prepared by The Florida Department of Environmental Protection's (FDEP's) Program and Technical Support Section (PTSS) Staff, pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) and the Superfund Amendments and Reauthorization Act of 1986 (SARA). The purpose of the PA was to gather and evaluate available file information, determine the potential for a release of hazardous substances into the environment, and assess exposure pathways that might be affected by the site. Information in the PA report was used to determine whether or not a CERCLA site investigation is warranted at the site, pursuant to Superfund regulations. In addition a draft Hazard Ranking System (HRS) evaluation was completed to determine CERCLA Superfund eligibility.

## **2.0 Site Background**

### **2.1 Location**

The site is located in downtown Pensacola near the intersection of Palafox Street and Texar Drive. More broadly described, the site is located within Section 4 of Township 22 South, Range 30 East (Figure 1). The geographical coordinates of the center of the site are 30°26'32''N latitude and 87°13'21''W longitude (decimal coordinates = 30.4421 & -87.2226) [1]. The entire site, however, includes a wide area in downtown Pensacola and several municipal supply wells have been affected by the contaminant plume.

The site can be reached from Interstate 10 by taking Exit 12 and merging south onto I-110 South. Continue on I-110 South for 3.6 miles. At Exit 4 take the ramp right and follow the signs for Fairfield Drive. Proceed on Fairfield Drive for approximately ½ mile to Palafox Street. Turn left on Palafox Street and proceed approximately ½ mile to the approximate center of the site. (Figure 1) [2]. Note: Figure 1 shows a 4-mile radius circle. The 4-mile radius represents the standard distance used by EPA to screen for potential receptors for HRS scoring purposes. It does not imply that contamination has been detected at the receptors.

### **2.2 Site Description**

The site is located in downtown Pensacola in a mixed industrial/residential area. In 1997, the FDEP Northwest District requested the assistance of the FDEP's Site Investigation Section (SIS) to help determine potential sources of ammonia detected in several downtown water supply wells. As a result of the 1997 SIS investigation, several areas were identified as possible sources for elevated levels of ammonia and radium (see Site Vicinity Map, Figure 2): 1) the former Kaiser Fertilizer Plant on Palafox Street (possible source of nitrate and ammonia), 2) BFI Property [a former fertilizer distributor site located north of Kaiser (possible source of nitrate and ammonia)], and 3) the Agrico Superfund site (possible source of nitrate, ammonia, radium) [3-7]. The Palafox Street and Texar Drive Ammonia site generally extends from the former Agrico Superfund site in the north, to the former Kaiser Fertilizer plant in the south, and from Palafox street on the west to I-110 on the east.

## **2.3 Local Climate**

The local climate of Pensacola is humid subtropical with short, mild winters and hot, humid summers. Average temperatures for the months of January and July are 52 and 82°F, respectively [8]. Average annual, 2-year/24-hour, and net precipitation are 62.6 [8], 6.0 [9] and 16 inches [10], respectively.

## **3.0 Site History**

### **3.1 Previous Sampling and Analyses**

In 1997, the FDEP Northwest District requested the assistance of the FDEP's Site Investigation Section (SIS) to help determine potential sources of ammonia detected in several downtown water supply wells. The resulting SIS Phase I report identified several possible sources, including a former fertilizer blending facility, former fertilizer distribution site, scrap metal yard, battery recycling facility, former dump, non-point source leaking sewer lines, and non-point source fertilizer application.

Additional soil and groundwater assessments were conducted in the area in 1999, 2000, 2001, 2002, 2003, and 2004 [4]. Radium became a concern in 1999 when it appeared in groundwater samples collected near the Agrico Superfund site.

The following summarizes each assessment report:

#### **1997 FDEP SIS Report**

In 1997, the FDEP Northwest District requested the assistance of the FDEP's Site Investigation Section (SIS) to identify sources of groundwater contamination in three downtown ECUA water wells: the East Plant Well, Well No. 9, and the F & Scott Well. All three wells, open to the Sand and Gravel-Main producing zone, demonstrated elevated concentrations of nitrate, nitrite, sulfate, iron, aluminum, and manganese. In the mid-1990s, ammonia was also detected and became a problem in the operation of the ECUA water treatment process. The SIS investigation included collecting groundwater samples from a total of 22 existing wells, two County-owned irrigation supply wells, and the three affected ECUA supply wells. Some of the highest levels of groundwater contaminants detected include nitrate 11.1 milligrams per liter [mg/l] (AC-3D), iron 6.25 mg/l (MW-39), aluminum 4.8 mg/l (AC-2S), and manganese 0.67 mg/l (AC-3D). Respective Florida Groundwater Cleanup Target Levels (GCTLs) or Maximum Contaminant Levels (MCLs) include nitrate (10 mg/l), iron (0.3 mg/l), aluminum (0.2 mg/l), and manganese (0.05 mg/l). Ammonia was not detected at levels above the GCTL in the groundwater samples.

Several potential sources of groundwater contamination were identified in an industrial area located north, northwest, and west of the three ECUA wells. The primary industrial potential sources identified include: the former Kaiser Fertilizer blending facility on Palafox Street (potential source of nitrate and ammonia); a former fertilizer distributor site north of the former

Kaiser plant (potential source of nitrate and ammonia), later identified as the BFI Property; active scrap metal yards and metal distributors in the same area (potential source of metals); a former scrap metal yard and battery recycling facility, also in the same area (potential source of metals), a former landfill/dump site on Leonard Street, located west-northwest of the F and Scott Well (potential source of nitrates, ammonia, and metals), and the Agrico Superfund site (potential source of sulfate, fluoride, nitrate, chloride, sodium, calcium, potassium, and ammonia) [3].

### **1999 FDEP SIS Report**

In 1999, an FDEP contractor, Harding Lawson Associates, conducted a Phase II groundwater assessment to better determine the source of ammonia detected in ECUA production wells No.9, East Plant Well, and F & Scott Well. Groundwater flow gradients had suggested that other sources might exist to the west and possibly south of the Agrico site. Specifically, the former Kaiser Fertilizer Plant, and another site to the north of the Former Kaiser Property that also was the site of bulk fertilizer storage (aka BFI property). As part of the investigation, nine new shallow monitoring wells were installed and sampled (MW-1 through MW-9), in addition to two pre-existing monitoring wells (AC-6S and AC-6D). Analytical results indicated above-background levels of ammonia, chloride, nitrate, and potassium in groundwater samples from monitoring wells MW-3 and MW-4 which are downgradient of BFI and Former Kaiser Property, and MW-5 which is east of Former Kaiser Property [34]. Nitrate levels in samples from these wells exceeded Florida Primary Drinking Water Maximum Contaminant Levels (MCLs) [35]. Ammonia was detected in all of the wells installed and sampled during Phase II activities, except two (MW-1 and MW-9). The highest level of ammonia detected was from monitoring well MW-5 (24.3 mg/L), which exceeds the Florida Groundwater Cleanup Target Level (GCTL) of 2.8 mg/L. Groundwater flow within the surficial aquifer was established to be southeastward. [28]. Note: The nine new wells were installed to a depth of 65 feet below land surface (bls). The ECUA production wells, East Plant (220' bls), F & Scott (244' bls), and No.9 (252' bls) are significantly deeper.

### **2000 FDEP SIS Report**

In January 2000, a Phase III groundwater assessment was conducted by Harding Lawson Associates, to better define the groundwater plume. An additional six monitoring wells (MW-10 through MW-15) were installed and sampled. All six wells were generally installed upgradient of the previous nine wells and between the Kaiser Property and the BFI Property. Groundwater flow direction was confirmed to be southeastward, consistent with the results of the 1999 Phase II report. Laboratory analysis of groundwater samples indicated the presence of contaminants identified in the report as "fertilizer related" in each of the newly installed monitoring wells, although contaminant levels were significantly less than those detected in Phase II monitoring wells. Ammonia was not detected in any of the groundwater samples collected from the Phase III wells (MW-10 through MW-15). Chloride was detected in all of the groundwater samples collected from the Phase III wells at concentrations ranging from 12 mg/L to 54 mg/L, but none exceeded the Florida Groundwater Cleanup Target Level (GCTL) of 250 mg/L. Nitrate/nitrite was detected in all of the groundwater samples collected from Phase III wells at concentrations ranging from 0.10 mg/L to 30 mg/L. Only one detection (MW-13 at 30 mg/L) exceeded the GCTL of 10 mg/L. All of these wells also contain potassium at concentrations ranging from 7

mg/L to 45 mg/L. There is no regulatory standard for potassium but it is a common ingredient in fertilizer. The laboratory analytical results are summarized in Phase III, Table 2 and Figure 2 [36, 37].

In addition, all 15 wells were sampled for Radium 226 and Radium 228. Radium (total Ra<sup>226</sup> and Ra<sup>228</sup>) was detected in groundwater samples from all 15 wells at concentrations ranging from 2.9 pico Curies per liter (pCi/L) to 40.4 pCi/L. Reported concentrations all exceeded the GCTL of 5 pCi/L, except for samples from wells MW-10 and MW-11 [29].

Note: There is a degree of variability (+/-) in the radium analytical results. See Phase V, Table 3 [41].

### **2001 FDEP SIS Report**

In April 2001, Harding ESE, Inc. returned to the site to collect additional groundwater samples and soil samples, focusing on the Former Kaiser Fertilizer Plant. Three new monitoring wells (MW-16 through MW-18) were installed on the Former Kaiser Fertilizer Plant as shown in Phase IV report, Figure 2 [38]. Groundwater samples were collected from the new wells and sent to a laboratory to be analyzed for ammonia, chloride, fluoride, nitrate/nitrite nitrogen, nitrite, total phosphorus, potassium, and Radium 226 and Radium 228. Laboratory results showed that contaminant levels were lower than those detected in downgradient monitoring wells to the east, southeast, and south of the former Kaiser property (MW-3, MW-4, and MW-5). The highest levels of ammonia were detected in samples from MW-16 (0.03 mg/L), MW-17 (0.03 mg/L), and MW-18 (0.03 mg/L). Radium (total Ra<sup>226</sup> and Ra<sup>228</sup>) was detected in groundwater samples from all three monitoring wells at concentrations ranging from 1.1 picoCuries per liter (pCi/L) to 2.7 pCi/L. See Phase IV, Table 4 [39]. None of the Phase IV analytes were detected at concentrations that exceed their respective GCTLs.

In addition to the groundwater sampling, five surface soil samples were collected from the Former Kaiser Fertilizer Plant. The locations were determined in the field based on visual observations, review of historical aerial photographs, and Sanborn Fire Insurance Maps. See Phase IV, Figure 2 [38]. The highest level of ammonia nitrogen detected was 1.4 milligrams per kilogram [mg/kg] (SB-1). The highest level of nitrate detected was 78.5 mg/kg (SB-2). The highest level of lead detected was 38.3 mg/kg (SB-5). See Phase IV report, Table 2 [40]. None of the reported concentrations in any of the soil samples exceeded their respective Direct Exposure/Residential or Leachability Based on Groundwater Criteria Soil Cleanup Target Levels (SCTLs) set forth in Chapter 62-777, F.A.C [30].

### **2002 FDEP SIS Report**

In February 2002, Harding ESE conducted Phase V field activities to better identify the source(s) of the ECUA well field contaminant plume [31]. The Phase V activities included additional groundwater sampling and soil sampling, focusing on the Former Kaiser Fertilizer Plant and the BFI property located to the north of the Former Kaiser property. Groundwater samples were collected from a total of 17 monitoring wells located on these two properties and the surrounding area. In addition, soil samples were collected from 36 locations on the two properties. Groundwater samples were sent to a laboratory to be analyzed for ammonia nitrogen, chloride, fluoride, nitrate, nitrite, total phosphorus, total potassium, and Radium (total Radium<sup>226</sup> and

Radium<sup>228</sup>). Ammonia nitrogen was detected at concentrations above the State GCTL of 2.8 mg/L in samples from six monitoring wells, MW-4 (10 mg/L), MW-5 (3 mg/L), MW-14 (18 mg/L), MW-16 (130 mg/L), MW-17 (14 mg/L), and MW-18 (9.9 mg/L) (see Phase V, Table 3 and Figure 4) [41, 42]. The highest concentration of ammonia nitrogen was detected in the sample from MW-16 (130 mg/L), which is located hydraulically downgradient from where an ammonia storage tank was identified on a 1979 Sanborn map. The 1979 Sanborn map shows "Merchants Fertilizer & Phosphate Co.", which is also the former Kaiser Fertilizer Plant. Groundwater samples from 16 monitoring wells contained radium concentrations that exceeded the State's GCTL of 5 pCi/L. The highest radium concentrations were observed in groundwater samples collected from monitoring wells MW-14 (39.4 pCi/L) and MW-15 (21.9 pCi/L), located on the BFI property, and MW-16 (25.7 pCi/L) located on the Former Kaiser property [41, 42]. Additional analytical results are shown in Phase V, Table 3 [41].

In addition to the groundwater samples, 30 soil samples were collected from the Former Kaiser property and six samples were collected from the BFI property. Laboratory analysis of the soil samples indicated that ammonia nitrogen, nitrate, potassium, phosphorous, and lead were present in all 36 soil samples. However, none of the reported concentrations for any of these analytes exceeded their respective residential direct exposure or leachability SCTLs (see Phase V, Table 2 and Figure 3) [43, 44].

In June 2002, Harding ESE submitted an Addendum to the Phase V report. The Addendum was a summary of the radium analysis for the soil samples collected on the Former Kaiser Fertilizer Plant and the BFI property. In total, seven (7) soil samples collected on the Former Kaiser property and six (6) soil samples collected on the BFI property were analyzed for radium. Laboratory results indicated that Radium<sup>226/228</sup> concentrations ranged from 0.7 pCi/g to 2.9 pCi/g in soil samples collected on the Former Kaiser Fertilizer Plant and from 0.8 pCi/g to 1.2 pCi/g in soil samples collected on the BFI property (see Phase V-Add. Table 2 and Figure 3) [45, 46]. At this time, there is no soil cleanup level for radium. Harding ESE concluded that there was no correlation between phosphorous concentrations and radium concentrations in soil samples collected on the two properties. Harding ESE recommended collecting background samples from offsite locations in the area and comparing— to determine if these results are naturally occurring or possibly from fertilizer operations [32].

### **2003 FDEP SIS Report**

During May and June 2003, Mactec Engineering and Consulting, Inc. (formerly Harding ESE) returned to the site to conduct additional field activities to identify the source(s) in the vicinity of Palafox and Leonard Streets contributing to ammonia detections in the ECUA supply wells. Phase VII activities included installing seven (7) deep monitoring wells with a well screen placed at the top of the confining unit. The purpose of the deep wells was to create seven monitoring well clusters that would allow for assessment of the vertical migration of constituents into the sand and gravel aquifer. The wells were installed at depths of 96 to 100 feet bls. Groundwater samples were collected from each of the monitoring well clusters, in addition to existing wells AC-6D, AC-8D, and AC-11D (see Phase VII Figure 4) [47]. In total, groundwater samples were collected from 27 monitoring wells in the area. The samples were analyzed for ammonia nitrogen, chloride, fluoride, nitrate/nitrite nitrogen, nitrite, total phosphorus, total potassium, and

Radium<sup>226/228</sup>. Laboratory analytical results indicated that six samples contained ammonia nitrogen at concentrations that exceed the State's GCTL of 2.8 mg/L (see Phase VII Table 5 and Figure 4) [47, 48]. The highest ammonia concentration, 120 mg/L, was detected in the sample from MW-16. This monitoring well is located hydraulically downgradient from where an ammonia storage tank at the former Kaiser Fertilizer plant property was shown on a 1979 Sanborn map. The next highest concentration observed in the Phase VII results was from the groundwater sample collected from monitoring well MW-14 at the former fertilizer distributor site (BFI property). Ammonia nitrogen was detected in groundwater samples collected from both shallow and deep monitoring wells (40 to 65 feet bls and 90 to 100 feet bls) located hydraulically downgradient from the former fertilizer distributor site (BFI property) and former Kaiser Fertilizer plant property. Radium<sup>226</sup> and/or Radium<sup>228</sup> were detected at concentrations exceeding the State's primary drinking water standard under Chapter 62-550.310 FAC and GCTL under Chapter 62-777 FAC of 5 pCi/L including MW-2, MW-3, MW-4, MW-5, MW-5D, MW-6, MW-7, MW-8, MW-9, MW-9D, MW-11, MW-14, MW-15, MW-16, MW-17, and MW-18D (see Phase VII Figure 11 and Table 5) [48, 49]. The highest Radium<sup>226/228</sup> concentrations have been consistently detected in the groundwater samples collected from monitoring well MW-16. MACTEC concluded that the former fertilizer distributor site (BFI property) and the former Kaiser Fertilizer plant property can be interpreted as sources for the increase in Radium<sup>226/228</sup> concentrations observed hydraulically downgradient from the facilities based on the distribution of Radium<sup>226</sup> and Radium<sup>228</sup> in shallow and deep groundwater monitoring wells located in the area [5].

### **2004 FDEP SIS Report**

Between February and June 2004, MACTEC Engineering and Consulting, Inc. (MACTEC) conducted Phase VIII field activities to identify the source(s) in the vicinity of Palafox and Leonard Streets contributing to ammonia detections in the ECUA supply wells [7]. The scope of work included: 1) comparing existing groundwater data (MACTEC wells) with groundwater data from the Agrico site, in addition to other potential sources in the area, and the ECUA water supply wells, 2) install additional monitoring well clusters at locations necessary to fill in data gaps and collect groundwater samples, and 3) collect additional soil samples from a former swale located on the Agrico site. The swale was visible on historical aerial photographs from 1951 and 1964. Seven (7) soil samples were collected on the Agrico site (see Phase VIII Figure 4)[50]. Analytical results indicated that none of the target analytes were detected at concentrations above their applicable regulatory levels (see Phase VIII Table 2)[51]. This suggests that the swale was not a source of groundwater contamination in the area. Eight (8) monitoring wells (MW-19S, MW-19D, MW-20S, MW-20D, MW-21S, MW-21D, MW-22S, MW-22D) were installed to create clusters that would allow for assessment of the groundwater flow direction and the concentration of targeted analytes in the Sand and Gravel Aquifer (see Phase VIII Figure 5A)[52]. Analytical results indicated that two samples (MW-20S and MW-20D) contained ammonia nitrogen at concentrations exceeding the State GCTL of 2.8 mg/L (see Phase VIII Table 7)[13]. Analytical results indicated that four samples (MW-19D, MW-20S, MW-20D, and AAA6959) contained Radium<sup>226</sup> and/or Radium<sup>228</sup> at concentrations exceeding the State MCL of 5 pCi/L. Groundwater flow direction in both shallow (40 to 65 feet bls well screen) and deep monitoring wells (90 to 100 feet bls well screen) was to the east-south east. The groundwater flow direction was consistent with past data.

The consultant utilized the NFWMD Well Head Protection Act (WHPA) model to simulate the aquifer in the general vicinity of the site. Models were developed based on two scenarios (with and without the influence of pumping the water supply wells). Also, a simulation was developed to include 10, 50, and 100 year capture zones.

Based on information presented in the Phase VIII report, it appears that the ammonia nitrogen, nitrate/nitrite nitrogen, and potassium detected in ECUA wells may be attributable to the former fertilizer distributor (BFI) and the former Kaiser Fertilizer Plant. Also, based on the information presented in this report, it appears that the radium detected in ECUA wells may be attributable to the former Kaiser Fertilizer Plant. However, the radium may also be attributable to natural occurrences, as radium was detected in the background well (AAA6959), located 2 miles northwest of the site (Figure 1). It should be noted that some of the radionuclide detections in deeper portions of the Sand-and gravel aquifer may be attributable to naturally occurring minerals and natural acidity with phosphate bearing sediments [54].

Over the years, 72 groundwater monitoring wells have been installed in the area to measure the levels of contamination. Some of the highest levels of groundwater contaminants detected include ammonia [130 mg/l (MW-16), 110.8 mg/l (AC-3D), 31 mg/l (MW-14)], nitrate/nitrite [66.7 mg/l (AC-3D), 60.16 mg/l (MW-14), 60.00 mg/l (MW-20D)], and Radium<sup>226/228</sup> [40.4 pCi/l (MW-9), 39.4 pCi/l (MW-14), 32.4 pCi/l (MW-16)]. It is important to note that the contaminants detected in both soil and groundwater samples are common contaminants associated with nitrogenous Fertilizer Plants using phosphate ore [11, 12]. A complete list of groundwater analytical results is included in Reference 13.

### **3.2 Site Ownership**

The "site" encompasses a large area in downtown Pensacola and does not have a defined boundary. The following properties have been identified as possible source areas for the downtown groundwater contamination.

#### Former Kaiser Fertilizer Plant, a.k.a. (Kaiser Agricultural Chemicals)

The property is currently owned by James Bradley and Donald Moore and is being used as an open storage facility, according to the Escambia County Property Appraiser [14].

A historical Sanborn map from 1950 shows "Merchants Fertilizer & Phosphate Company" operating on the property [31]. The company had a fertilizer mixing area on the east side of the property, next to the railroad tracks. The company was still operating on the property in 1979, according to the Sanborn map.

According to the Polk City Directories, Merchants Fertilizer & Phosphate Co. operated on the property from 1934 (approximately) until 1966. Kaiser Agricultural Chemicals is listed at the property from 1967 to present [56]. Note: There is a discrepancy between Polk City Directories and the Sanborn maps.

### BFI Property

The BFI Property is currently owned by Browning-Ferris Industries of Florida Inc, according to the Escambia County Property Appraiser [15]. The business operated as a solid waste transfer station during the 1990s. The property is currently listed as a distribution warehouse, according to the property appraiser website, although it seems to be abandoned, according to recent site inspections by the FDEP Northwest District [53].

Several other companies have operated on the property in the past, according to the Polk City Directories, including Southern Cotton Oil Co. (1948-1964), Kerr-McGee Chemical Corp. (1965-1977), Agrico-Farm Center (1978-1981), Carolina East Division 2 (1983-1986), and then Browning Ferris Industries from 1991 to present [15, 56]. Note: All dates are approximate, according to the information available in the Polk City Directories.

### Agrico Chemical Company (Superfund Site)

The Agrico property is currently owned by Conoco Inc., according to the Escambia County Property Appraiser [16]. Operations at the site began in 1889 with Agrico Chemical producing sulfuric acid from pyrite (iron sulfide). Several companies produced fertilizer on site between 1920 and 1975, including Conoco, Inc. (now ConocoPhillips, Inc.) and Agrico Chemical Company. Conoco purchased the facility in 1963 and operated the fertilizer plant until 1972. Agrico Chemical Company purchased the facility in 1972 and operated the plant until 1975 when operations ceased [17].

Wastewater resulting from the processes was discharged to four unlined on-site ponds. The wastewater, sludge material, and associated constituents from the industrial processes were considered the source of soil and groundwater contamination at the site.

On-site soil and surface water were contaminated with elevated levels of fluoride, arsenic, and lead. Groundwater beneath the site is contaminated with fluoride, arsenic, chloride, sulfate, nitrate/nitrite, and radium 226/228.

Cleanup activities for soil contamination and began in 1995 and were completed in 1997. Groundwater cleanup activities began in 1997 and currently include semi-annual groundwater monitoring. All site cleanup activities are being conducted under the oversight of the U.S. EPA Superfund.

At this time, the Agrico site does not appear to be a likely source of the contamination observed in the ECUA wells.

### Escambia Wood Treating Company (Superfund Site)

Located approximately 3 blocks northwest of the Agrico facility is the Escambia Wood Treating Company (EWTC) site. This is a Superfund site, however, it has not been viewed as possible

source of the contaminants detected in the ECUA wells. The site is currently undergoing remediation. Contaminants of concern at the site include creosote-related compounds, pentachlorophenol and dioxin.

#### **4.0 Ground Water Pathway**

##### **4.1 Hydrogeologic Setting**

**Groundwater Occurrence:** Three hydrostratigraphic units exist in Escambia County. These units include the surficial aquifer system (sand-and-gravel aquifer), intermediate confining unit, and the Floridan aquifer system [18, 19, 20]

The sand-and-gravel aquifer is exposed at the surface in most areas of Escambia County and is approximately 175 feet thick in the site area [19]. This aquifer contains the water table and water within it is typically under unconfined conditions. The sand-and-gravel aquifer is composed of the marine terrace and fluvial deposits, the Citronelle Formation (Fm) and the coarse clastic deposits of Holocene to upper-miocene age. These units consist predominately of sand, but lenses of clay, sandy clay, clayey sand, and gravel commonly occur. This aquifer is composed of three main hydrologic units. These zones are referred to as the surficial zone, the low permeability zone, and the main producing zone. The lower unit of the aquifer (main producing zone) is composed of sands and gravels interbedded within thin beds of clays and silts. The main producing zone is tapped by most of the major wellfields. The three zones are separated by discontinuous layers and lenses of clay and sandy clay. However, these low permeability zones are also of variable lithologic composition. As a result, the aquifer is considered a semi-confined aquifer due to the leaky nature of the low permeability zones. Therefore, the three zones comprise a single hydrologic unit. Recharge to the aquifer is primarily via infiltrating precipitation. [18, 19, 20].

The sand-and-gravel aquifer and the underlying Floridan aquifer system are separated by a thick clay unit of Miocene age. This unit, also referred to as the intermediate confining unit, consists of the Miocene coarse clastics and the Pensacola Clay. In the immediate vicinity of the site, this unit is approximately 750 feet thick. The majority of this unit is characterized as poor to non-water bearing. However, some thin sand beds within the unit may yield small quantities of water. In general, low permeability sediments within the intermediate confining unit form an aquiclude between the sand-and-gravel and Floridan aquifers [18, 19, 20].

The Floridan aquifer system, which is divided into the upper Floridan and lower Floridan aquifers, is composed of limestones and dolomites of lower Miocene to Eocene age. The upper Floridan aquifer consists of the Chickasawhay Limestone and undifferentiated Tampa Stage Limestone. The lower Floridan aquifer consists of the Ocala Limestone. The upper and lower Floridan aquifers are separated by an aquiclude (Bucatanna Clay Member of the Byram Fm). The top of the Floridan aquifer system (upper Floridan aquifer) is found approximately 1,000 feet below land surface (bls) in the site area. The Floridan aquifer system is not used extensively as a source of water in Escambia County. The aquifer contains primarily non-potable saline water in southern Escambia County [18, 19, 20].

## 4.2 Ground Water Targets

The nearest potable supply well (F & Scott Well) is located approximately 1/2 mile southwest of the site (see Figure 1). That well is one of 32 supply wells operated by the ECUA [21]. Fourteen(14) of the 32 supply wells in the ECUA system are located within 4 miles of the site [22]. The wells generally tap the main producing zone of the sand-and-gravel aquifer [19]. These wells are all part of a blended system and distributed to an estimated service population of 261,800 people (21, 22). No private wells have been reported to public agencies within a 4-mile radius of the site, as most people in this area are connected to municipal water. Table 1 details the number of wells and the population served within a 4 mile radius.

Only one potable supply well, which is not operated by the county, was identified within 4 miles of the site. This well (Well # 8) is located approximately 3.5 miles southwest of the site and operated by Peoples Water Service Company (Figure 1) [22, 23]. This system operates 5 supply wells, which provide potable water to an estimated service population of 32,480.

The FDEP was informed that two municipal supply wells, ECUA No.9 and East Plant, were taken out of service in June 1998 and April 2000, respectively, due to elevated levels of manganese, radium<sup>226/228</sup>, and ammonia [33].

## 4.3 Ground Water Conclusions

High concentrations of ammonia, nitrate/nitrite, and Radium<sup>226/228</sup>, were documented in several groundwater monitoring wells in the area, as well as ECUA supply wells [13]. Numerous potable water supply wells, collectively serving a large population, were identified within 4 miles of the site [22]. The nearest municipal supply well was identified less than one mile from the site. Detectable levels of ammonia and radionuclides are present. Therefore, the Ground Water Migration Pathway warrants further consideration.

## 5.0 Surface Water Pathway

### 5.1 Physiography and Surface Water

This site is situated within the Gulf Coastal Lowlands Geomorphologic Feature of the Northern or Proximal Geomorphologic Province of Florida [24]. Although a few large, cover-collapse sinkholes exist in the county, the cover material is dominated by cohesive sediments more than 200 feet thick. This area is not considered to be karst terrain. Surface water run-off from the site flows into the storm water drains along roadways in the area [25].

### 5.2 Surface Water Targets

Local topography is generally flat with a slight slope to the south and west (Figure 3). Texar Bayou is located approximately 1.5 miles east of the site and Pensacola Bay is located approximately 2.3 miles south of the site. Texar Bayou and Pensacola Bay are estuarine and

tidally influenced [26]. No drinking water intakes were identified, however, several fisheries and sensitive environments exist among downstream surface water bodies.

According to the Florida Natural Areas Inventory several animal species classified as "rare" or "imperiled" have been identified within a 4-mile radius of the site, including the Alligator Snapping Turtle, the Saltmarsh Top Minnow, and the Santa Rosa Cibrionid Beetle [27]. Most of these species were observed in Texar Bayou, near the Carpenter Creek outfall, located east of the site.

### **5.3 Surface Water Conclusions**

Considering the distance of the site to Texar Bayou and Pensacola Bay, along with the size of these water bodies, plus the fact that they are tidally influenced, would suggest that the Surface Water Migration Pathway should be considered a minor concern.

### **6.0 Soil Exposure Targets**

The number of on-site workers is unknown but a significant population lives or works in the adjoining neighborhoods (Figure 2) [1]. The population distribution within a 4-mile radius of the site is summarized in Table 2. In addition, two public schools, including Pensacola High and Spencer Bibbs Elementary, were identified within a 1-mile radius of the site. One private school, the Zion Hope Child Development Center, was also identified within a 1/4-mile radius of the site [22].

Soil contamination does not seem to be a concern in the area. Although elevated levels of nitrate/nitrite, ammonia, and lead have been detected in soil samples collected during previous assessments, none exceeded Florida Soil Cleanup Target Levels (SCTLs) per Chapter 62-777. Soil analytical results, thus far, have been insufficient to establish a source area for groundwater contamination [3, 5, 7, 28-32].

### **6.1 Soil Exposure Pathway Conclusions**

At this time, given the lack of significant soil contamination in the area, the Soil Exposure Pathway should be considered a minor concern.

### **7.0 Summary and Conclusions**

The results of area-wide groundwater investigations suggest more than one source is contributing to groundwater contamination in this area of downtown Pensacola. Groundwater contaminants, including ammonia, nitrate-nitrite, and radium<sup>226/228</sup>, exceeded respective GCTLs in numerous monitoring wells in the area. The site scores above EPA's Hazard Ranking System (HRS) cutoff score. This is primarily a result of the ammonia levels detected in the ECUA wells. The FDEP, therefore, is recommending further action in the EPA CERCLA program, including a Site Inspection and report. This investigation should primarily focus on the Kaiser Fertilizer and BFI areas.

## **8.0 References**

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- 43 Harding ESE, Inc. Table 2, Phase V Groundwater Investigation Report, ECUA Wellfield Site. April 2002.
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Figure 1 Site Location Map

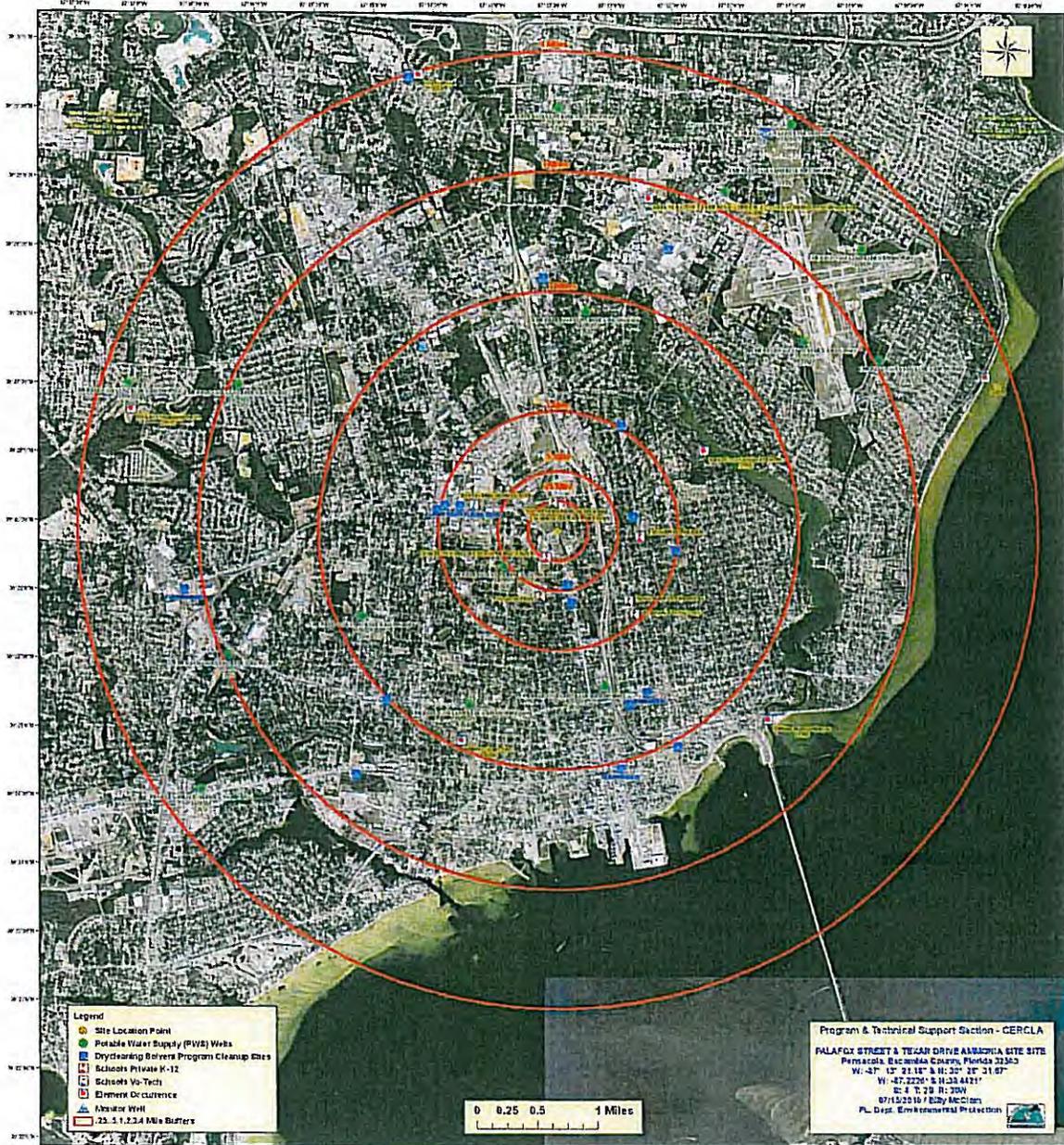


Figure 2 Site Vicinity Map

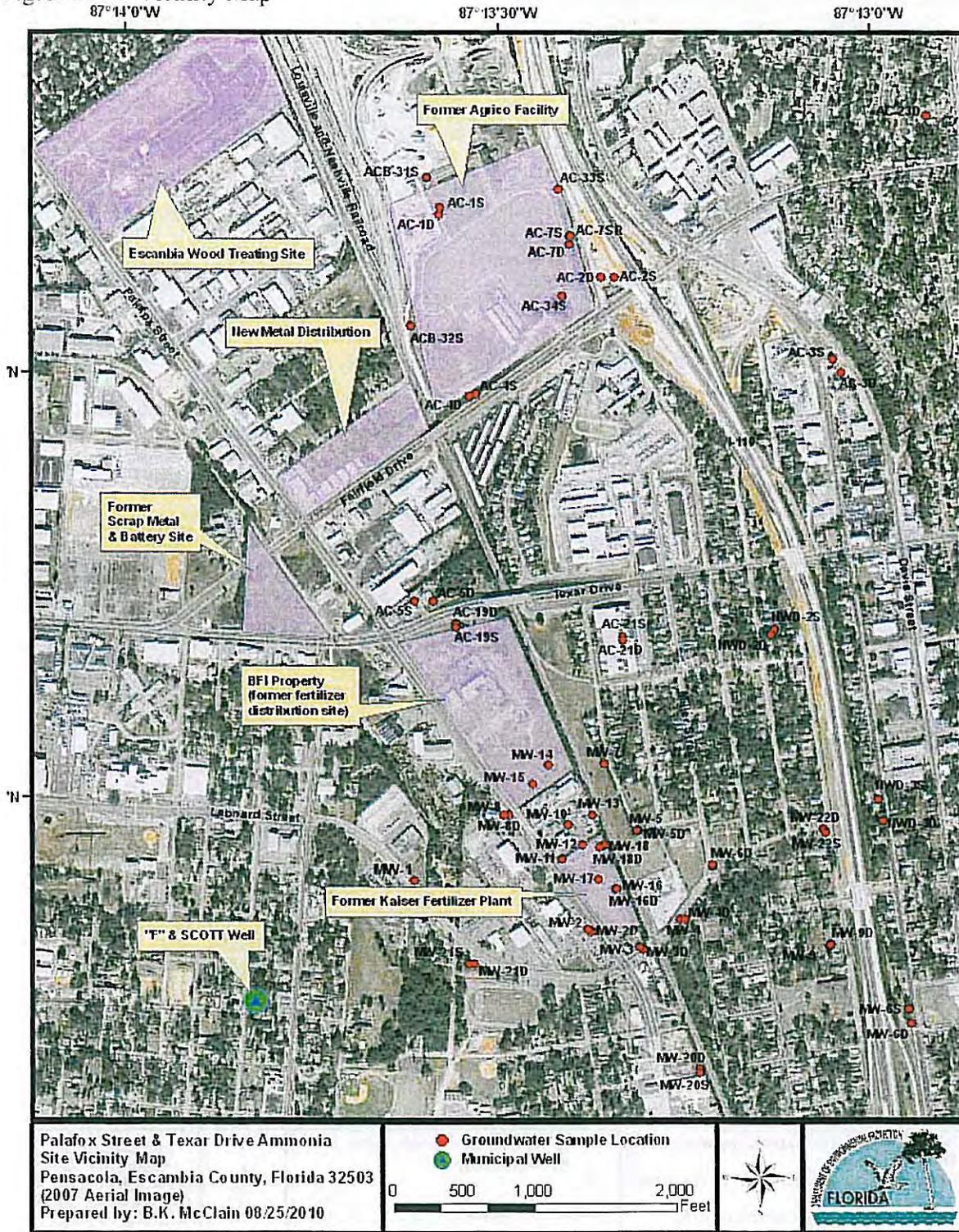


Figure 2A Site Vicinity Map with ECUA Wells

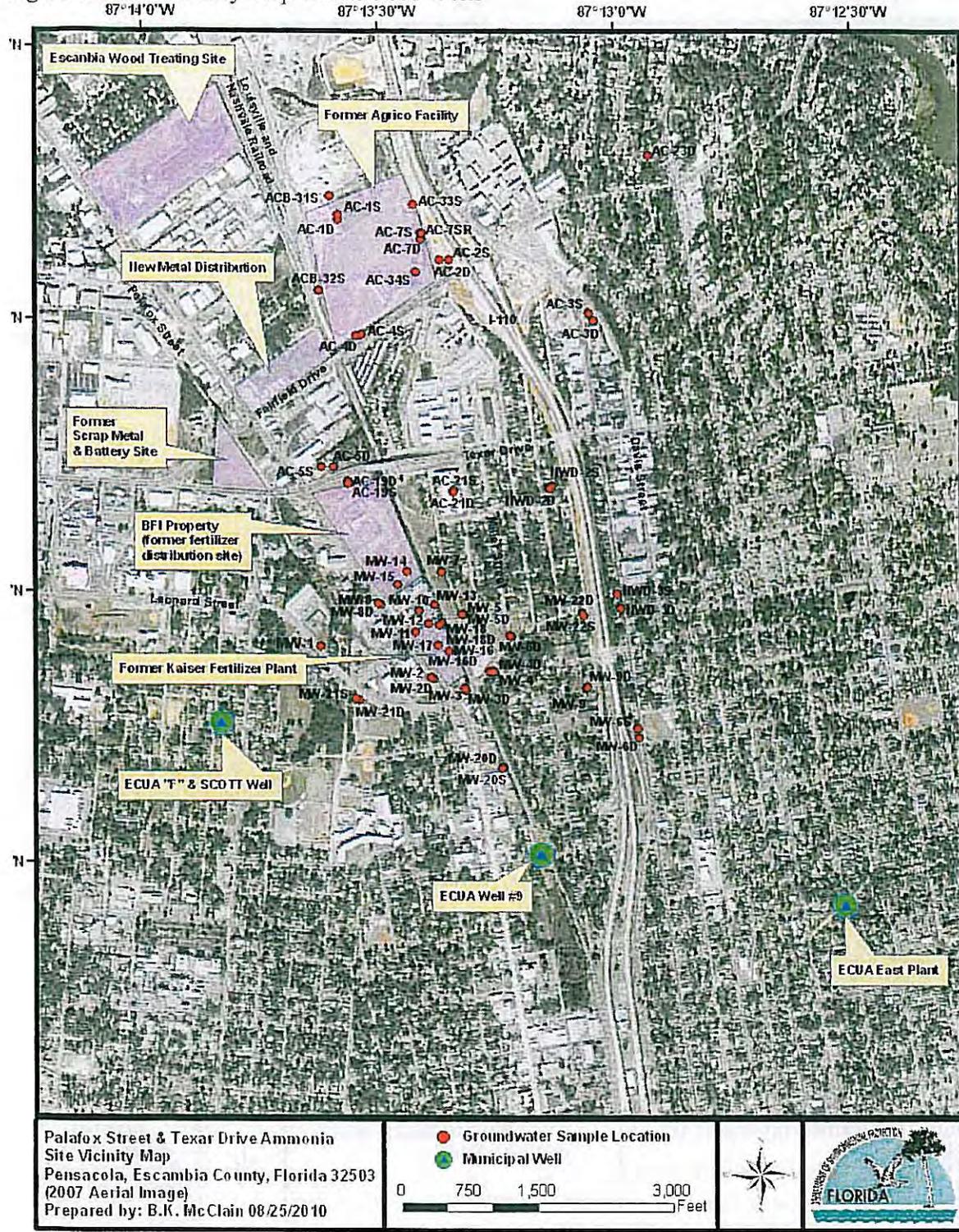


Figure 3 Site Topographic Map



**Table 1**

Number of Potable Wells/Population Served  
 Palafox Street and Texar Drive Ammonia Site  
 Pensacola, Escambia County, Florida

Well Type	0-1/4 mile	1/4-1/2 mile	1/2-1 mile <sup>1</sup>	1-2 miles <sup>1</sup>	2-3 miles <sup>1</sup>	3-4 miles <sup>1</sup>
Municipal	0/0	0/0	1/8,181	4/32,724	3/24,543	7/57,267
Community/ Noncomm	0/0	0/0	0/0	0/0	0/0	1/6,496
Private	0/0	0/0	0/0	0/0	0/0	0/0
Totals	0/0	0/0	1/8,181	4/32,724	3/24,543	8/63,763

**Estimated population served within 4-miles = 129,211**

<sup>1</sup>Well apportionment:

ECUA water supply wells: 261,800 people/32 wells = 8,181 people/well

Peoples Water Service Company wells: 32,480 people/5 wells = 6,496 people/well

**Table 2**

Population Surrounding Site  
 Palafox Street and Texar Drive Ammonia Site  
 Pensacola, Escambia County, Florida

Distance Interval	Population [Ref.1]
0 to 0.25	257
0.25 to 0.5	968
0.5 to 1	7,583
1 to 2	26,565
2 to 3	41,855
3 to 4	57,956

## Dianne C. Simpson

---

**From:** Alison A. Perdue [aaperdue@co.escambia.fl.us]  
**Sent:** Thursday, December 01, 2011 2:01 PM  
**To:** Dianne C. Simpson  
**Subject:** FW: Allied Site

**Importance:** High

---

**From:** John L. Fiveash[SMTP:JFIVEASH@LLW-LAW.COM]  
**Sent:** Thursday, December 01, 2011 2:01:01 PM  
**To:** Alison A. Perdue  
**Cc:** Dennis Stotts; Joseph Ullo; Kevin Hennessy  
**Subject:** Allied Site  
**Importance:** High  
**Auto forwarded by a Rule**

Dear Alison:

Thank you for the call this morning. I ran a preliminary conflict check utilizing the following potential adverse parties:

*Donald Moore, Jimmy Bradley, Allied Waste, BFI, CEMEX and the Emerald Coast Utilities Authority*

Those are all of the parties that I am aware of, and the check was clean. If you know of any other adverse parties that we need to run a check on, please let me know. As we discussed, our firm has a preferred governmental rate schedule that we would provide to Escambia County. My governmental rate thru the end of 2012 is \$255/hour. For comparison, my current corporate rate is \$365/hour and my environmental crimes rate is \$475/hour.

LLW represents approximately 150 local governments and special districts in Florida on various issues. A number of attorneys at the firm, including myself, are experienced in complex Superfund enforcement, cost recovery litigation and all aspects of consulting clients and managing experts concerning Superfund sites. I have significant Superfund litigation experience before the Northern District. I think that you will also be pleased to know that we have significant firm experience litigating over fertilizer constituents. I listed a link below to my bio, Dennis Stotts' bio, Kevin Hennessy's bio, and the bio of Joe Ullo, who is an associate that we may call on for certain tasks. The firm's government rate for Joe is \$190/hour. I would be the primary attorney responsible for handling this matter, but I thought it would be helpful for me to point out some talented attorneys in the firm that are very experienced with these types of sites. You will have a nice talent pool to call upon.

<http://www.llw-law.com/attorneys/john-l-jack-fiveash/>  
<http://www.llw-law.com/attorneys/dennis-m-stotts/>  
<http://www.llw-law.com/attorneys/kevin-s-hennessy/>  
<http://www.llw-law.com/attorneys/f-joseph-ullo-jr/>

The firm's website is at: [www.llw-law.com](http://www.llw-law.com). I know we discussed an email, but if you would like this information put into a letter, let me know and we will get it out to you ASAP. Please let me know if you need any additional information from us at this point.

We look forward to being of service.

Best,

Jack

**John L. Fiveash**

Of Counsel

**Lewis, Longman & Walker, P.A.**

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Tallahassee, Florida 32301

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## Chair (Leader)

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  - Chair - Water Utilities Industry Group
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## Member of:

- Water Resources
  - Sustainability
  - Ports, Airports & Infrastructure
  - Water Utilities
- 

## Education

- J.D., University of Florida College of Law, 1987

## John L. Fiveash

*Of Counsel*

---

### Prior Professional Experience

---

- Mr. Fiveash represents private and government clients in environmental and water rights law, environmental law and land use law and counseled clients in NPDES, Clean Water Act and enforcement actions, CERCLA, Superfund, hazardous waste, tanks, petroleum and chemical spills, and land use. He has significant experience representing clients in environmental investigations and at trial. He has represented clients in courts, as well as in a variety of cases against the U.S. Army Corps of Engineers and the U.S. Environmental Protection Agency, the U.S. Army Corps of Engineers and the U.S. Environmental Protection Agency.
- His special interests involve water resources development, investments, water management and sustainable development, protecting water rights and resources, and the use of water resources, water quality credits and water quality trading.

### Professional, Civic and Community Involvement

---

- The American Bar Association, Member
- The Florida Bar and the U.S. District Court for the Middle District of Florida, Member
- The Florida Bar, Environmental and Land Use Law Section, Member
- The Escambia/Santa Rosa Bar Association, Member
- Gulf Breeze United Methodist Church, former Pastor
- Pensacola Sports Association Foundation, Board Member
- University of West Florida Foundation, former Board Member

- B.S., Florida State University, Accounting, 1982
- 

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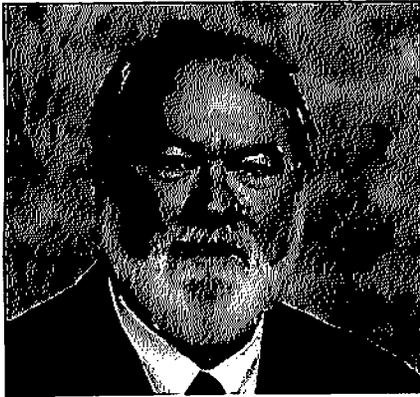
Tallahassee, FL 32301

- American Diabetes Association, Mobile/Pensacola and Board Member
- 4H Foundation, Pensacola, former Board Member
- Southeastern Dodge Dealers Advertising Association Board Member

## Publications and Presentations

---

- "Public Records Request - Used as a Tool by St. Podcast with Ed Steinmeyer, September, 2011



## Dennis M. Stotts

*Senior Attorney*

---

### Areas of Practice

---

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- Chair - Environmental Practice Group
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### Member of:

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  - Land Use
  - Real Estate
  - Environmental
  - Civil Litigation & Appeals
  - Manufacturing
  - Ports, Airports & Infrastructure
- 

- Evaluates environmental risks in real property acquisitions; enforcement; permitting; rulemaking; assessment and remediation of contaminated buildings; assessment and remediation of contaminated air and groundwater; solid and hazardous waste management; air pollution; mold and indoor air quality; and
- Florida Supreme Court Certified Circuit Civil Judge limited to environmental and land use dispute resolution; voluntary, pre-trial or pre-litigation disputes.
- LEED technical training for New Construction (Commercial Buildings).
- Represents potentially responsible parties in CERCLA allocation reduction matters.
- Assists clients in the defense and prosecution of environmental issues and the recovery of costs of cleanup and remediation of contaminated properties.
- Provides counsel to clients on the environmental implications of purchase and sale of properties and the acquisition of properties including environmental due diligence.
- Advises clients on mold and indoor air quality
- Experienced in legal and regulatory matters re air pollution, hazardous waste, air pollution, domestic water and wetlands.

### Professional, Civic and Community Involvement

---

- Martindale-Hubbell, AV-Rating

## Education

- J.D., *cum laude*, Stetson University College of Law, 1983
  - M.S., Public Health, Environmental Sciences & Engineering, University of North Carolina, Chapel Hill, 1976
  - B.S., Chemistry, Eckerd College, St. Petersburg, Florida, 1972
- 

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- The Florida Bar, Environmental and Land Use I (1996-1997)
- The Florida Bar, Administrative Law Section, A
- The American Bar Association, Section of Environmental and Natural Resources Law, Member
- Lambda Alpha International (Honorary Land Ecologist)
- Florida Academy of Professional Mediators, Member
- United States Green Building Council, Member
- Florida Green Building Coalition, Member

## Presentations, Publications and Awards

---

- *Government and Private Party Enforcement of Environmental Regulations*, Treatise on Florida Environmental Law
- Florida's Recycling Markets Advisory Committee
- Marquis *Who's Who in America*.
- Marquis *Who's Who in American Law*.
- *Top Lawyers in South Florida*, Environmental Law, 2005-2009.
- *Florida Super Lawyers*, Environmental Law, 2005-2009.
- City of Hollywood, Florida, City Commission Advisory Committee and City Attorney Screening Committee



## Kevin S. Hennessy

*Managing Shareholder*

---

### Areas of Practice

---

- Has more than 20 years of experience representing clients in the areas of permitting and litigation of environmental permitting and development, coastal construction matters, wetland issues, property rights and eminent domain.
- Represents clients before all courts in Florida, the 11th Circuit U.S. Court of Appeals, and the U.S. Supreme Court.

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### Chair (Leader)

- Chair - Manufacturing Industry Group

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### Member of:

- Natural Resources
- Water Resources
- Sustainability
- Legislative & Governmental Affairs
- Land Use
- Environmental
- Civil Litigation & Appeals
- Administrative
- Marine & Coastal Construction

---

### Professional, Civic and Community Involvement

---

- Martindale-Hubbell, AV Rating.
- Frequent lecturer on topics including coastal construction, endangered species, administrative law and eminent domain.
- American Bar Association, Section of Environmental and Natural Resources Law, Member.
- The Florida Bar, Environmental and Land Use Institute, Member.
- Manatee County Bar Association, former Director.
- Manatee County School Board Budget Task Force.
- Manatee County Chamber of Commerce, Member of "Green" Task Force.
- Natural Resource Leadership Institute Fellow.

- Water Utilities
  - Agriculture
  - Local Government & Special Districts
  - Manufacturing
  - Ports, Airports & Infrastructure
- 

## Education

- J.D., *cum laude*, University of Miami, 1986
  - B.A., Wake Forest University, 1983
- 

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## Publications and Presentations

---

- “What You Gonna Do when the Well Runs Dry: Water”, ABA Water Resources Committee New S. Hennessy, Esq. and R. David Jackson, Esq.,
- “Florida Coastal Construction Permitting”, by updated by R. David Jackson, Esq., 2009.
- “Coastal Construction Below the Mean High-W. February 2001.
- “Thirty-Year Erosion Zone”, Florida Environme by Kevin S. Hennessy, Esq., February 2001.
- “Aquifer Storage and Recovery”, Vail Water La
- Greenwashing: A Guide to the Ethical Advertis S. Hennessy, Esq. and Michelle Diffenderfer, E
- “Extreme Environmental People Skills: An Intro Approaches to Natural Resource Dispute Resol Environmental Permitting Summer School, 200
- “The Lower St. John’s River Basin Managemen Agricultural, Local Government and Environme Borisova, Laila Racevskis, Jennison Kipp, Debr. Kevin Hennessy, NRLI Practicum Presentation,



## F. Joseph Ullo, Jr

*Attorney*

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### Chair (Leader)

- Chair of the Intellectual Property Practice Group

---

### Member of:

- Water Resources
- Sustainability
- Environmental
- Intellectual Property
- Mining
- Ports, Airports & Infrastructure

---

### Areas of Practice

- Practices in real estate transaction issues and properties are compromised due to environme
- Represents clients in matters involving Brownf Brownfield Designations, Brownfield Site Reha Preparation, and Brownfield Tax Credit applic incentive programs.
- Represents clients in CERCLA cost recovery ac involving the determination and appropriation
- Represents clients on hazardous waste manage industrial regulatory compliance and advises c enforcement.
- Assists in developing water resource managem water quality credit trading.
- Advocate for municipalities responding to loca challenges.
- Assists clients in securing and protecting intell

---

### Prior Professional Experience

- Civil engineer and project manager representi served as Engineering Manager under contract Environmental Protection’s Hazardous Waste a
- Engineer of Record for multiple remedial actio package development, subcontractor selection state hazardous waste sites.

## Education

- J.D., Florida State University College of Law, 2006.
  - Environmental and Land Use Law Certificates *with Honor*.
  - Editor, Florida State University Law Review
  - M.S. Civil Engineering, Florida State College of Engineering, 1998.
  - Bachelor of Civil Engineering, *with Honor*, Georgia Institute of Technology, 1993.
  - B.S. (dual degree candidate), *Magna Cum Laude*, Spring Hill College, 1993.
- 

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- Consulted private industrial clients assisting in compliance and engineering needs, including \ for and negotiating permits.

## Professional, Civic and Community Involvement

- Florida Brownfield Association, President-Elect Chair 2010, President 2010-2011.
- First Coast Manufacturers Association, Professional Member
- Florida Engineering Society, Vice President of 2003.
- Jacksonville Bar Association: Intellectual Property and Environmental and Land Use Committee member
- The Florida Bar: Administrative Law Section, Executive Committee Member.
- American Bar Association: Intellectual Property Law Section
- Authored "Water Quality Credit Trading - A Practical Approach" Florida Bar Journal (May 2007).
- Authored "Redevelopment and Water Quality: A Round Hole?" The Florida Engineering Society
- Winner of The 2006 Dean Frank E. Maloney Memorial Award for Pollution Trading to Florida's Total Maximum Daily Load

Suite 830

Tallahassee, FL 32301



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1832**

**County Attorney's Report Item #: 12. 1.**

**BCC Regular Meeting**

**Discussion**

**Meeting Date:** 12/08/2011

**Issue:** Selection of Outside Counsel for Oil Spill Related Issues

**From:** Alison P. Rogers, County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

---

**RECOMMENDATION:**

**Recommendation Concerning the Selection of Outside Counsel for Oil Spill Related Issues**

That the Board take the following action:

A. Retain outside counsel from the list of two finalists resulting from the County's RFP selection process to provide continuing efforts to recoup County losses related to the Deepwater Horizon Oil Spill:

(1) Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. and McDonald, Fleming, Moorhead, Ferguson, Green, Smith & DeKozan;

**OR**

(2) Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, P.A., Weitz & Luxenberg, P.C., Baron & Budd, P.C., Beggs & Lane, RLLP, Morgan & Morgan, P.A., and Hinkle and Foran, P.A;

**AND**

B. Authorize the Chairman to execute the attached contract for those services with the selected firms.

**BACKGROUND:**

The Office of Management and Budget and the Office of the County Attorney have been primarily responsible for processing claims regarding County losses due to the Deepwater Horizon Oil Spill since the disaster occurred. To date, County staff has been quite successful in processing these claims, including those for lost revenue, and in almost all cases losses have been recouped. However, at this time it is in the County's best interest to contract with outside counsel to proceed with these efforts. Those issues remaining are more complex in nature and require more resources.

To that end and pursuant to previous Board direction, the Office of Purchasing and the County Attorney drafted a solicitation for requests for proposals and empaneled a five-member selection committee. The selection committee was composed of Tim Day, Environmental Programs Manager, Amy Lovoy, Director, Management and Budget Services Department, Larry Newsom,

Assistant County Administrator, Charles V. Peppler, Deputy County Attorney, and Donna Waters, General Counsel for the Escambia County School District.

The selection committee met on April 5, 2011 to determine from among the ten groups of firms which submitted proposals in response to the RFP as to which would be interviewed. During the meeting it was determined that the Aylstock, Witkin, Kreis & Overholtz, Lindsay & Andrews, Law Office of Artice McGraw, and Law Office of Samuel W. Bearman (Aylstock Witkin); Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. and McDonald, Fleming, Moorhead, Ferguson, Green, Smith & DeKozan (Beasley Allen); Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, P.A., Weitz & Luxenberg, P.C., Baron & Budd, P.C., Beggs & Lane, RLLP, Morgan & Morgan, P.A., and Hinkle and Foran, P.A. (Levin Papantonio); and the Nix Patterson & Roach, LLP, Harrison Sale McCloy, Harrison Rivard, & Fowler White Boggs (Nix Patterson) firms would be interviewed.

On April 26, 2011, Aylstock Witkin, Beasley Allen, and Levin Papantonio were interviewed by the selection committee. Nix Patterson withdrew their proposal on the morning of April 26th. After hearing the presentations made by the above groups of law firms, the selection committee voted to recommend to the Board the Beasley Allen and Levin Papantonio groups.

On May 12, 2011, the selection committee met to discuss the terms of the contract for retaining selected counsel. After discussion, a proposed contract was agreed upon which was then negotiated on June 1, 2011 with the Beasley Allen and Levin Papantonio groups. Attached to this recommendation is the proposed Engagement and Contingency Fee Agreement and Client Bill of Rights for consideration by the Board.

The attached Agreement provides for a contingency fee arrangement, with a fee set at 18%, but certain items are exempted from the contingency fee such as NRDA and Clean Water Act monies received by Escambia County. The County shall be responsible for costs only if a recovery is made by outside counsel.

**BUDGETARY IMPACT:**

Refer to the terms of the Agreement, provided in the backup.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office drafted the Agreement and participated in the selection process.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

Engagement and Contingency Fee Agreement

Statement of Clients Rights

## **ENGAGEMENT AND CONTINGENCY FEE AGREEMENT**

This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between Escambia County, Florida (“the Governmental Entity”) and the law firms of  
[TO BE INSERTED]  
(collectively "Special Counsel").

### **EVENT CAUSING HARM:**

On April 20, 2010, the *Deepwater Horizon* (a semi-submersible Mobile Offshore Drilling Unit) exploded in the Gulf of Mexico, resulting in the death of eleven persons and injury to many others. Over the ensuing four months, it is estimated that more than 200 million gallons of petroleum were released into the Gulf of Mexico.

### **HARM CAUSED:**

As a result of the Deepwater Horizon Incident, commercial seafood harvesting in much of the Gulf of Mexico was federally forbidden, and petroleum products began washing ashore along and near the Florida seashore. As a result of these events, tourism within the area of the Governmental Entity was (and continues to be) significantly reduced; commercial entities and occupations of every kind have experienced (and continue to experience) large reductions in revenue; and the market value of real estate in the impacted areas have declined. Each of these damages, among many other forms of injury resulting from the Deepwater Horizon Incident, has caused (and continues to cause) loss of revenue to the Governmental Entity.

### **NEED FOR PRIVATE COUNSEL:**

The Governmental Entity intends to pursue a cause of action against all parties potentially responsible for the Deepwater Horizon Incident (“Defendants”) to recover damages sustained (and to be sustained) by the Governmental Entity ("Litigation"). However, the Litigation likely will entail numerous complex factual and legal issues, and require the expenditure of substantial human and financial resources, the Governmental Entity is not in a position to expend or risk. Because of the immense allocation of resources necessary to undertake and pursue the Litigation properly, the Governmental

Entity seeks to limit its exposure in such Litigation by retaining the services of Special Counsel to assist the Governmental Entity.

**SCOPE OF SERVICES/CASE HANDLING:**

Special Counsel are retained to provide legal services to the Governmental Entity for the purpose of seeking any and all damages that the Governmental Entity is entitled to recover from the Defendants as a result of the Litigation.

Alison P. Rogers, as the County Attorney for the Governmental Entity (“Government Counsel”), is charged with representing the Governmental Entity in legal proceedings with respect to which it has an interest and will retain final authority over all aspects of the Litigation, and Special Counsel shall report to and abide by the directions of Government Counsel.

As provided herein, Special Counsel is authorized to take all appropriate legal action to prosecute the Litigation and participate in settlement negotiations with approval of Government Counsel. Government Counsel will monitor, review and participate as counsel in the prosecution of all aspects of the Litigation. Special Counsel shall consult in advance with, and obtain the prior approval of, Government Counsel concerning all substantive matters related to the Litigation, including, but not limited to, the pleadings and dispositive motions, discovery and selection of consultants and experts.

Special Counsel shall provide Government Counsel with copies of all material correspondence, pleadings, and discovery requests and responses related to the Litigation.

Special Counsel shall communicate with the Governmental Entity departments through Government Counsel unless alternative arrangements are made in advance between Special Counsel and Government Counsel.

Special Counsel shall provide sufficient resources, including attorney time and capital for payment of expenses to prosecute the Litigation faithfully and with due diligence. Legal services under this Agreement shall be performed only by competent personnel

under the supervision and in the employment of Special Counsel or retained by Special Counsel as consultants with the prior approval of Government Counsel.

Special Counsel agrees to maintain contemporaneous expense records. Special Counsel shall submit expense records to Government Counsel on a monthly basis setting forth all expenses incurred on behalf of the Governmental Entity in pursuing the Litigation.

Governmental Entity agrees that Special Counsel, at their election, and without additional cost to the Governmental Entity, may associate other counsel with them. However, the association of additional counsel is subject to approval by Governmental Entity.

**CONTINGENT FEE:**

For such professional services, the Governmental Entity agrees to pay Special Counsel attorney's fees. This Engagement is undertaken on a contingency basis and no attorney's fees will be due to Special Counsel if no recovery is made.

The attorney's fees shall be an eighteen percent (18%) contingency fee of any recovery obtained by Special Counsel whether such recovery occurs as a result of settlement, pre-litigation or post-litigation, or through a legal proceeding in state and/or federal court including appeals that results in a judicial award, jury award, or settlement. All fees will be calculated on the net amount recovered after reduction by costs and expenditures. In the event that a court-awarded fee is collected which exceeds the contingency fee percentage as set forth above, the court-awarded fees shall apply to extinguish Governmental Entity's obligation to pay a fee. Should a court-awarded fee which is collected which is less than the fee percentage as set forth above, the court-awarded fees shall be a credit toward the total obligation of Governmental Entity for the percentage of contingency fee as set forth above.

Should Governmental Entity approve a recovery which will be paid to Governmental Entity on a future structured or periodic basis, the contingent fee percentage as shown

above shall be calculated on the total cost of the structured settlement or, if the cost is unknown, on the present money value of the entire structured settlement with the fee to be paid immediately out of the first payment made pursuant to that settlement, unless mutually agreed otherwise. Present value shall be calculated on the percentage of interest using the prime borrowing rate as published at the time of settlement.

Special Counsel agrees that it will not be paid a fee for any recovery obtained by Governmental Entity based on the efforts of Government Entity prior to the date Special Counsel is approved by the Governmental Entity to begin providing services pursuant to this Agreement. The following are claims that have been made or which may be made in the future by Governmental Entity and which are excluded from this engagement, as follows:

Any monies received by Governmental Entity from the State of Florida Deep Water Horizon Grant Program, NRDA, federal Clean Water Act fines or any state, federal or BP sponsored grant program dedicated to the promotion of tourism or economic development, or any separate state or federal program that is exclusively funded by the State of Florida or federal government and dedicated to oil spill-related emergency response and/or pre-mitigation efforts are excluded from the contingency fee obligation set forth above and no attorney's fees shall be deemed earned or payable. In the same manner, any monies paid to Governmental Entity by BP or by other responsible parties or claimed by Governmental Entity in connection with the Deep Water Horizon Oil Disaster through the BP government claims process (relating only to operational expenses claimed by Governmental Entity which accrue and are submitted on a monthly basis), the U.S. Coast Guard Trust Fund or Tourist Development Council and without the assistance of Special Counsel shall be excluded from payment of any contingent fee as provided for under this Agreement.

Should assistance of Special Counsel be deemed necessary by Governmental Entity to obtain recovery of the foregoing excluded sources of recovery, then Governmental

Entity may amend this engagement to so provide and Special Counsel will be entitled to a fee as provided above if a recovery is made.

However, it is expressly understood that the Governmental Entity shall not enter into any settlement negotiations and/or settlement communications with BP or any other defendant or responsible party with respect to "Harm Caused" described in this Agreement without the prior written consent of Special Counsel once the Governmental Entity approves this Agreement at a regular or special meeting and Special Counsel begins providing services pursuant to this Agreement.

The Governmental Entity's obligation to pay Special Counsel attorney's fees is on a contingent fee basis and unless a recovery is made, there will be no obligation by the Governmental Entity to pay attorney's fees to Special Counsel.

**COSTS:**

This employment is on a contingent basis and, unless a recovery is made, there will be no obligation by the Governmental Entity to pay costs incurred by Special Counsel. If a recovery is made, then the Governmental Entity will be responsible for all costs and expenses incurred in the handling of the Governmental Entity's case, in addition to the attorneys' fees noted above. However, the Governmental Entity's responsibility for paying costs shall not exceed the gross recovery amount.

Costs shall include, but not be limited to, cash and non-cash expenditures for filing fees; subpoenas; depositions; witness fees; in-house and outside investigation services; expert witness fees; Multi-District Litigation (MDL) assessments; Lexis/Nexis/Westlaw and other computer research and on-line service costs; photographs; in-house and outside photocopies; facsimiles; long-distance telephone calls; postage and federal express, UPS and other overnight service charges; mediation fees; travel costs; out-of-town hotel, food and transportation charges; in-house and outside trial exhibits; in-house and outside multi-media services; and all other costs necessary for performance of legal services.

It may occur that some or a substantial amount of costs listed above may consist of common benefit costs. Special Counsel will charge common benefit costs to the Governmental Entity in cases where Special Counsel represents multiple clients in similar litigation (such as this case involving the BP oil disaster). Common benefit costs are costs expended by Special Counsel for the common benefit of a group of clients. For example, if a deposition of a defendant expert witness is taken in one case, and this deposition can be used for and/or benefit the claims of many other clients, Special Counsel classifies these costs as common benefit costs. Similarly, if Special Counsel spends \$30,000 to hire an expert to reach an opinion on a topic affecting many clients, then instead of charging the entire \$30,000 to the first client who utilizes this expert, Special Counsel spreads the costs among all clients in the group. Thus, if Special Counsel has 1,000 clients being represented in similar litigation, each client is charged \$30 of the expert fee instead of the first client being charged \$30,000. By using this common benefit cost system, no one client has to solely bear the costs which actually benefit the group as a whole, and many of the most substantial costs of litigation can be shared equally by all. Common benefit costs include any and all costs which can benefit a group of clients. For example, to the extent charges benefit a group of clients, common benefit charges may include postage, faxes, telephone, copies, experts, investigation, computer research, transportation, and many of the costs incurred in actually trying one client's case before a jury. If a cost expended cannot serve a common benefit and is reasonable and necessary to prosecute Governmental Entity's case, then it will be an individual cost to be paid as awarded above.

For any cost, whether of common benefit or dedicated solely to Governmental Entity, exceeding the sum of \$10,000.00 Government Counsel shall be consulted with and approval obtained before expending such cost.

Unless a recovery is made there will be no obligation by the Governmental Entity to pay costs incurred by Special Counsel.

**NATURE OF RELATIONSHIP:**

The Governmental Entity acknowledges that by this Agreement, Special Counsel are retained as attorneys and that neither Special Counsel nor their members or employees become officers or employees of the Governmental Entity. Special Counsel shall be deemed at all times to be independent contractors and shall be wholly responsible for the manner in which they perform the services required of them by the terms of this Agreement. Special Counsel shall be liable for any act or acts of their own, or their agents or employees, and nothing contained herein shall be construed as creating the relationship of employer and employee between the Governmental Entity and Special Counsel or their agents and employees.

Governmental Entity understands that Special Counsel have agreed to assume joint responsibility to Governmental Entity for the performance of services as if Special Counsel were partners in the same law firm. Special Counsel have agreed to a division of any attorney's fees recovered either pursuant to the contingent fee obligations of this Agreement or through court-awarded fees. Governmental Entity shall in no way be responsible for determining any split or division of fees among Special Counsel.

**ASSIGNMENT:**

This Agreement may not be assigned by Special Counsel. Special Counsel are expressly employed because of their unique skills, ability and experience and therefore it is understood that no substitution or assignment may be made unless the Governmental Entity expressly approves such substitution or assignment.

**SUBCONTRACTING:**

Special Counsel are prohibited from subcontracting this Agreement or services unless such subcontracting is agreed to in writing by the Governmental Entity. No party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other party of this Agreement. Any violation of this provision shall confer no right on any party and shall be void.

**CONFIDENTIALITY:**

Special Counsel understand and agree that, in the performance of this Agreement, Special Counsel may have access to private or confidential information, which maybe owned or controlled by the Governmental Entity or any officer or employee thereof and that such information may contain proprietary or confidential details, whose disclosure to third parties may be damaging to the Governmental Entity or prohibited by law. Special Counsel agree that such information shall be held in confidence and used only in performance of the Agreement and shall not be furnished to others by Special Counsel except as authorized by the Governmental Entity or as required by law.

**RETENTION OF CLIENT FILE:**

The Governmental Entity understands that Special Counsel will only retain the Governmental Entity's file for a period of six years after the case is completed. After the six-year period, the entire file will be discarded, and Special Counsel will not retain a copy of any portion of the file. Thus, it is the Governmental Entity's responsibility to seek the return of all original documents immediately after the case is completed, and to request a copy of any portions of the file the Governmental Entity wishes to retain. If the Governmental Entity waits more than six years to request the file, then no portion of the file will be in existence at that time.

During the six-year period, Special Counsel shall cooperate with Governmental Entity in providing any documentation or records of any kind held by Special Counsel that are responsive, and in the sole discretion of Governmental Entity, to a public records request pursuant to Chapter 119, Florida Statutes. Both during the pendency of any litigation and during the six-year period after the case is complete, Special Counsel shall comply with the Florida Public Records Law concerning records in its possession pertaining to the representation of Governmental Entity.

**LEGAL AND SETTLEMENT STRATEGY:**

Special Counsel understands and agrees that the claims or causes of action asserted by Special Counsel on behalf of Governmental Entity belongs to Governmental Entity

and only the Governmental Entity can make the decision on whether to accept or reject a proposed settlement or to undertake a particular legal or trial strategy. Any proposed settlement, legal or trial strategy, including the taking of an appeal, will be discussed with Governmental Entity in a confidential attorney-client session provided for by Section 286.011(8), Fla. Stat., as circumstances warrant in consultation with Government Counsel. Governmental Entity will make the final decision as to whether to reject or approve a proposed settlement or to undertake a particular legal or trial strategy, including the taking of an appeal. Special Counsel will advise Governmental Entity as to the appropriateness of accepting or rejecting a settlement, taking a particular legal or trial strategy or an appeal but agrees that the final decision remains with Governmental Entity.

**FORUM AND CHOICE OF LAW:**

Any actions arising out of this Agreement shall be governed by the laws of Florida.

**MODIFICATION:**

This Agreement shall not be modified, nor may compliance with its terms be waived, except by written instrument executed and approved by Special Counsel and the Governmental Entity (or its designee).

**LEGAL CONSTRUCTION:**

In case any provision, or any portion of any provision, contained in this Agreement shall for any reason be held to be invalid, illegal and/or unenforceable in any respect, such invalidity, illegality and/or unenforceability shall not affect the validity and/or enforceability of any other provision or portion thereof, and this Agreement shall be construed as if such invalid, illegal and/or unenforceable provision or portion thereof was never contained herein.

**ENTIRE AGREEMENT:**

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

**RECEIPT OF DOCUMENTS:**

The undersigned Governmental Entity has, before signing this contract, received and read The Statement of Client's Rights and understands each of the rights set forth therein. The undersigned Governmental Entity has signed the statement and received a signed copy to refer to while being represented by Special Counsel.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

LAW FIRMS (TO BE NAMED)

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

Date: \_\_\_\_\_

ESCAMBIA COUNTY, FLORIDA by and  
through its BOARD OF COUNTY  
COMMISSIONERS

\_\_\_\_\_  
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

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

## **STATEMENT OF CLIENT'S RIGHTS**

Before you, the prospective client, arrange a contingency fee agreement with a lawyer, you should understand this Statement of your rights as a client. This Statement is not a part of the actual contract between you and your lawyer, but as a prospective client, you should be aware of these rights:

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with one lawyer you may talk with other lawyers.

2. Any contingency fee contract must be in writing and you have three (3) business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within three (3) business days of signing the contract. If you withdraw from the contract within the first three (3) business days you do not owe the lawyer a fee although you may be responsible for the lawyer's actual costs during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the three-day period, you may have to pay a fee for work the lawyer has done.

3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training and experience. If you ask, the lawyer should tell you specifically about his or her actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.

4. Before signing a contingency fee contract with you, a lawyer must advise you whether he or she intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers he or she should tell you what kind of fee-sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least one lawyer from each law firm must sign the contingency fee contract.

5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract, which includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interests and is legally responsible for the acts of the other lawyers involved in the case.

6. You, the client, have the right to know in advance how you will need to pay the expense and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance your money to prepare or research the case, you have the

right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount received or on the amount received minus the costs.

7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money which you might have to pay your lawyer for costs, and liability you might have for attorney's fees to the other side.

8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement you need not pay any money to anyone, including your lawyer. You also have the right to have every lawyer or firm working on your case sign this closing statement.

9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability.

10. You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.

11. If at any time, you, the client, believe that your lawyer has charged an excessive or illegal fee, you, the client, have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar, call 1-800-342-8060, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court and you may wish to hire another lawyer to help you resolve this disagreement. Usually fee disputes must be handled in a separate lawsuit. You can request, but may not require, that a provision for arbitration (under Chapter 682, Florida Statutes, or under the fee arbitration rule of the Rules Regulating The Florida Bar) be included in your fee contract.

DATED in \_\_\_\_\_, Florida, on the \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Authorized County Representative

ATTORNEYS:



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-1810

County Attorney's Report Item #: 12. 1.

**BCC Regular Meeting**

**Information**

**Meeting Date:** 12/08/2011

**Issue:** Formal Comment of the Attorney General's Office Dated November 17, 2011

**From:** Alison P. Rogers, County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Attorney General's Formal Comment on the Municipal Service Benefit Units - Authority of Board of County Commissioners to Forgive Penalties and Interest on Arrears When Special Assessments not Collected by the Uniform Method

That the Board accept, for filing with the Board's minutes, the above-referenced letter from the Attorney General's Office dated November 16, 2011.

**BACKGROUND:**

The Board at its meeting held on October 6, 2011, directed the County Attorney to request an opinion on two questions of law related to whether the Board has the authority to forgive penalties and interest on special assessments imposed by the Board but not collected by the uniform method.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Letter from AGO



PAM BONDI  
ATTORNEY GENERAL  
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL  
Opinions Section

PL-01 The Capitol  
Tallahassee, FL 32399-1050  
Phone (850) 245-0158 Fax (850) 922-3969  
<http://www.myfloridalegal.com>

November 16, 2011

Ms. Alison Rogers  
Escambia County Attorney  
221 Palafox Place, Suite 430  
Pensacola, Florida 32502

Dear Ms. Rogers:

On behalf of the Escambia County Board of County Commissioners, you ask whether the commission has the authority to forgive or waive penalties and interest on delinquent special assessments imposed on Santa Rosa Island property pursuant to a county code provision. If not, you question whether the commission may amend its ordinances to do so.

Initially, after reviewing the information you have forwarded, it does not appear that this is a matter upon which this office may formally comment. The Attorney General is statutorily limited to rendering legal opinions on questions of state law.<sup>1</sup> Questions requiring the interpretation or construction of local legislation, as you have asked, should be resolved by the attorneys for local governments who have expertise in such matters. However, while this office does not generally interpret local legislation, I offer the following informal comments in an effort to be of assistance to you.

You state that Escambia County, as a non-charter county, has imposed special assessments on leasehold property located on Santa Rosa Island pursuant to the county's code of ordinances. Santa Rosa Island is a barrier island conveyed to Escambia County by the United States Government, with a restriction that the property not be conveyed to anyone in fee simple other than a state agency. The county, therefore, has leased the property for residential and commercial uses. The Santa Rosa Island Authority, a board appointed by the Escambia County Commission, was created by the Florida Legislature as a dependent special district to oversee the management of the island and the leases.<sup>2</sup>

<sup>1</sup> See Department of Legal Affairs Statement Concerning Attorney General Opinions, available at [www.myfloridalegal.com](http://www.myfloridalegal.com).

<sup>2</sup> Section 3, Ch. 24500, Laws of Fla. (1947).

2011 NOV 16 PM 2 10  
RECEIVED  
COUNTY ATTORNEYS  
OFFICE

The information you have provided indicates that special assessments have been imposed by the county pursuant to the county's code of ordinances and are collected under the code's provisions, not by the uniform method prescribed in section 197.3632, Florida Statutes. County ordinance creates a municipal services benefit unit for portions of Santa Rosa Island in which the county has a proprietary interest and imposes an annual assessment for the cost of services provided to leaseholds on the island.<sup>3</sup> You state that rate resolutions enacted by Escambia County establish a penalty of 18% per year, calculated monthly, for delinquent payments of special assessments. At times, leaseholders have requested forgiveness or waiver of interest penalties accruing on delinquent special assessments, but the county commission is unclear of its authority to grant such requests.

It is well settled that counties, like other units of local government, have no inherent power to impose taxes, such that any taxing power for counties must be derived from the state.<sup>4</sup> Likewise, the authority to create exemptions from taxation or to otherwise affect the immunity of property from taxation must emanate from the organic law of the state.<sup>5</sup> In this instance, however, you are questioning the ability of a county to forgive interest penalties accruing on delinquent special assessments which have been imposed by ordinance and the collection of which is governed by ordinance. The courts have recognized that the imposition of a special assessment is a valid exercise of home rule power and is not an exercise of taxing power.<sup>6</sup>

Generally, when a legislative body has the power to create by ordinance, it has, by implication, the power to amend, modify, or repeal by ordinance.<sup>7</sup> Case law has recognized that counties are authorized by section 125.01(1), Florida Statutes, to levy special assessments to fund certain services provided through a municipal services

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<sup>3</sup> Section 46-206, Part IV, Escambia County Code of Ordinances.

<sup>4</sup> See *Contractors and Builders Association of Pinellas County v. City of Dunedin*, 329 So. 2d 314, 317 (Fla. 1976), *petition for cert. denied*, 444 U.S. 867 (1979); *Belcher Oil Company v. Dade County*, 271 So. 2d 118, 122 (Fla. 1972); and Op. Att'y Gen. Fla. 06-05 (2006); Inf. Op. to The Hon. Heather Florentino, dated October 1, 1999 (right to pass an ordinance includes the power to repeal or modify it, provided no right secured by the Florida Constitution is violated; general rule that a local ordinance cannot be amended or repealed by a mere resolution, but must be accomplished by passage of a new ordinance).

<sup>5</sup> See Op. Att'y Gen. Fla. 93-35 (1993), in which this office concluded that a municipality may not waive past due public service taxes in order to compromise and settle the amount owed, absent statutory authority.

<sup>6</sup> See *City of Boca Raton v. State*, 595 So. 2d 25 (Fla. 1992) (municipality may impose special assessment by home rule power); *Sarasota County v. Sarasota Church of Christ, Inc.*, 667 So. 2d 180 (Fla. 1995).

<sup>7</sup> See 12A Fla. Jur 2d *Counties and Municipal Corporations* s. 160, citing *Miami-Dade Water & Sewer Authority v. Metropolitan Dade County*, 503 So. 2d 1314 (Fla. 3d DCA 1987).

Ms. Alison Rogers  
Page Three

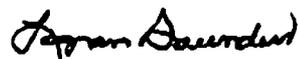
taxing unit or a municipal services benefit unit.<sup>8</sup> Moreover, counties choosing to collect special assessments other than by the uniform collection procedures in section 197.3632, Florida Statutes, are not bound by the restrictions of that section.<sup>9</sup>

I am aware of Attorney General Opinion 90-52, in which this office concluded that a municipality was not authorized to waive interest accumulated on unpaid special assessments imposed pursuant to Chapter 170, Florida Statutes. Unlike the instant situation, the special assessment was imposed under a statute which mandated that an interest penalty be added to amounts due and there was no provision for waiver or forgiveness of the penalty in the statute. In Attorney General Opinion 2000-69, it was determined that a water control district had no authority to waive delinquent special assessments, where the statute governing the imposition of the assessment set forth specific instances, not present the questioned situation, in which assessments could be corrected. Moreover, water control districts, unlike counties and municipalities, possess no home rule powers.

As you have stated, Escambia County has imposed a special assessment and specified the manner in which it is to be collected by ordinance. As discussed above, where a legislative body has the power to create by ordinance, it has, by implication, the power to amend, modify, or repeal by ordinance. Absent a statutory prohibition or direction to the contrary, it would appear that Escambia County may amend its ordinance imposing the special assessment to alter the means of its collection.

I trust that these informal comments will be of assistance to you.

Sincerely,



Lagran Saunders  
Assistant Attorney General

ALS/tsh

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<sup>8</sup> See, e.g., *Workman Enterprises, Inc. v. Hernando County*, 790 So. 2d 598 (fire rescue services); *Water Oak Management Corporation v. Lake County*, 673 So. 2d 135, 136 (solid waste disposal and fire protection services).

<sup>9</sup> Cf. Op. Att'y Gen. Fla. 02-41 (2002).



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-1848

County Attorney's Report Item #: 12. 2.

BCC Regular Meeting

Information

Meeting Date: 12/08/2011

Issue: Mohamed A. Mohamed Re-zoning Opinion filed November 22, 2011

From: Charles V. Pepler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning the Mohamed A. Mohamed Re-zoning Opinion

That the Board accept, for filing with the Board's minutes, the attached Opinion filed by Judge Terrell on November 22, 2011.

**BACKGROUND:**

After a denial of re-zoning and a hearing before this Board, Mohamed A. Mohamed filed a petition for certiorari with the Circuit Court of Escambia County. Judge Terrell reviewed the petition for writ of certiorari and this office's response to the petition. Attached is a copy of Judge Terrell's Opinion in which he agrees fully with the County's position and has denied the petition for writ of certiorari. With this decision, the property owned by Mr. Mohamed remains zoned R-5.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Judge Terrell Opinion

IN THE CIRCUIT COURT, FIRST JUDICIAL  
CIRCUIT, ESCAMBIA COUNTY, FLORIDA

**MOHAMED A. MOHAMED,**

**Petitioner,**

**vs.**

**ESCAMBIA COUNTY,**

**Respondent.**

**CASE NO.: 2011 CA 000771**  
**Rezoning Case No.: Z – 2011 - 04**  
**DIVISION: “K”**

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Opinion filed November 22, 2011

“Appeal from the Administrative Decision” treated as a Complaint for Writ of Certiorari

Mohamed A. Mohamed, 1252 Trammel Boulevard, Pensacola, Florida, 32505-1128, Appellant

Charles V. Pepler, Esquire, Deputy County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida, 32502, Appellee

On June 17, 2011, this Court issued an Order to Show Cause to Escambia County treating a document titled “Appeal from the Administrative Decision” as a Complaint or Petition for Writ of Certiorari.

A request for re-zoning was submitted by Petitioner requesting the property at 825 Diamond Dairy Road, 831 Trammel Boulevard, and 1000 Trammel Boulevard re-zoned from R – 5 to C – 1. Petitioner was found indigent and allowed to proceed with the request. The Escambia County Planning Board

conducted a re-zoning hearing on March 7, 2011. Petitioner's wife spoke on behalf of Petitioner at the hearing. After hearing testimony of those present expressing a wish to speak, the Planning Board voted to deny the request. The matter was brought before the County Commission which, likewise, denied the request for re-zoning, affirming the decision of the Planning Board. The "Appeal from the Administrative Decision" was timely filed, thereafter.

The County filed a timely response to the Order to Show Cause with the office of the clerk. However, the file with the response was not forwarded to the office of the undersigned until September, 2011. The undersigned has had the matter under advisement in the meantime.

The complaint raises issues that were not discussed before either the Planning Board or the County Commission. The Petitioner requested a hearing before this Court, but that is not permissible in this instance. A Complaint for Writ of Certiorari is not an opportunity for a re-hearing on the merits.

A court reviewing an order from governmental entity addressing re-zoning requests is limited to reviewing the record to determine whether competent, substantial evidence supports the decision of the governmental entity. *City of Deerfield Beach v. Vaillant*, 419 So.2d 624 (Fla. 1982).

The governmental entity has set up a process pursuant to local ordinances which provided the Petitioner with notice and an opportunity to be heard on his request. Accordingly, the record establishes that the County has provided the Petitioner with due process. *Zinernon v. Birch*, 494 U.S. 113, 110 S.Ct. 975 (1990) and *Jennings v. Dade County*, 589 So.2d 1337 (Fla. 3<sup>rd</sup> DCA, 1991). Moreover, a stated policy of the County is to expedite review of such matters.

Among the issues the Appellant disputed was whether a road abutting a portion of the property in question was properly classified according to the County's definition. The court has no authority to substitute its judgment for that of the County. The Petitioner has not demonstrated any failure to comply with the lawfully enacted procedures of the governmental entity or an absence of substantial, competent evidence sufficient to support the County's decision.

Based upon the authority in *City of Deerfield Beach v. Vaillant*, 419 So.2d 624 (Fla. 1982), the Complaint for Writ of Certiorari timely filed by Mr. Mohamed A. Mohamed is denied. The decision of the Escambia County Board of County Commissioners is affirmed.

  
TERRY D. TERRELL  
Circuit Judge

COUNTY ATTORNEYS  
OFFICE

2011 NOV 23 PM 12 03

RECEIVED



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-1784

County Attorney's Report Item #: 12. 3.

BCC Regular Meeting

Information

Meeting Date: 12/08/2011

Issue: FTA Charter Service Complaint

From: Kristin D. Hual, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

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#### **RECOMMENDATION:**

##### Recommendation Concerning FTA Charter Service Complaint

That the Board accept, for filing with the Board's minutes, the attached Charter Service Complaint filed with the Federal Transit Administration (FTA) by Beach Bum Trolley, LLC, and Answer filed in response on behalf of Escambia County.

#### **BACKGROUND:**

On September 12, 2011, Beach Bum Trolley, LLC, filed a Notice of Charter Service Complaint as prescribed in the FTA Charter Service Rules and Regulations arguing that Escambia County and its provider Escambia County Area Transit (ECAT) failed to comply with the applicable rules by providing seasonal transit service to the Santa Rosa Island Authority. The Complainant has argued the subject service constituted "Charter Service" as defined by the applicable rules, for which the County was required to provide proper notice to other registered charter providers.

In 2011, the seasonal transit service on Pensacola Beach was increased to provide daily service during the height of the summer season. The expanded service was questioned by at least one local service provider, and in an abundance of caution, the County requested an Advisory Opinion from the FTA as to whether the service may qualify as "charter service" as defined by the applicable rules.

On August 12, 2011, the FTA issued Advisory Opinion 11-02 in which FTA Chief Counsel concluded that the seasonal transit service on Pensacola Beach qualified as public transportation and not prohibited charter service. The Advisory Opinion was posted on the FTA's docket and made available to all area service providers, including the Complainant, on August 15, 2011. Nonetheless, on September 12, 2011, Beach Bum Trolley filed the instant Complaint raising the same issues addressed in the recent Advisory Opinion.

Per the applicable rules, the County timely filed an Answer to the Complaint. In response, the County has denied the allegations and requested dismissal of the Complaint based upon the recent Advisory Opinion.

#### **BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Beach Bum's Notice of Charter Service Complaint 09/12/11

Co's Answer to Complaint 11 10 11

# BEACH BUM TROLLEY LLC



3811 W. Nine Mile Road  
Pensacola, FL 32526  
Telephone (850) 941-2876  
Fax (850) 941-2878  
info@beachbumtrolley.com

## NOTICE OF CHARTER SERVICE COMPLAINT

Beach Bum Trolley LLC, a registered charter provider (Complainant) does hereby this day, 12<sup>th</sup> of September 2011, file a Charter Service Complaint as prescribed in the Federal Transit Administration (FTA) Charter Service Rule 49 CFR Section 604.27 arguing that the Federal grant Recipient stated below violated said Charter Service Rule:

Board of County Commissioners (Recipient)  
Escambia County Florida  
Escambia County Area Transit (Management company)  
c/o Mr. Larry M. Newsom  
Assistant County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32501

The Complainant states that the Recipient has been served in accordance with 49 CFR Section 604.31 along with all documents available to Complainant at the time this complaint was filed. The Recipient is a federal grant recipient and signatory to the FTA Charter Service Agreement.

There are at least five (5) other charter violations that will be submitted at a later date. Escambia County has had a "Don't talk to Beach Bum Trolley" policy in place since late 2007 when they lost another complaint, so unfortunately we are reduced to filing complaints instead of talking about the problems.

The Complainant argues the Recipient failed to comply with 49 CFR Sec. 604.14 - Recipient's notification to registered charter providers (current list as of August 27, 2011 is attached as Exhibit "A"). Under this section, the recipient was required to notify registered charter providers (complainant) as follows:

(The following is quoted from the FTA Charter Service Rule 49 CFR Part 604 for the benefit of Escambia County since they seem to be unfamiliar with the Federal Regulations.)

"(a) Upon receiving a request for charter service, a recipient may:

- (1) Decline to provide the service, with or without referring the requestor to FTA's charter registration website;
- (2) Provide the service under an exception provided in subpart B of this part; or
- (3) Provide notice to registered charter providers as provided in this section and provide the service pursuant to Sec. 604.9.

(b) If a recipient is interested in providing charter service under the exception contained in Sec. 604.9, then upon receipt of a request for charter service, the recipient shall provide e-mail notice to registered charter providers in the recipient's geographic service area in the following manner:

- (1) E-mail notice of the request shall be sent by the close of business on the day the

recipient receives the request unless the recipient received the request after 2:00 p.m., in which case the recipient shall send the notice by the close of business the next business day;

(2) E-mail notice sent to the list of registered charter providers shall include:

- (i) Customer name, address, phone number and e-mail address (if available);
- (ii) Requested date of service;
- (iii) Approximate number of passengers;
- (iv) Whether the type of equipment requested is (are) bus(es) or van(s); and
- (v) Trip itinerary and approximate duration; and

(3) If the recipient intends to provide service that meets the definition of charter service under Sec. 604.3(c)(2), the e-mail notice must include the fare the recipient intends to charge for the service.

(c) A recipient shall retain an electronic copy of the e-mail notice and the list of registered charter providers that were sent e-mail notice of the requested charter service for a period of at least three years from the date the e-mail notice was sent.

(d) If a recipient receives an "undeliverable" notice in response to its e-mail notice, the recipient shall send the notice via facsimile. The recipient shall maintain the record of the undeliverable e-mail notice and the facsimile sent confirmation for a period of three years."

The Complainant further argues the Recipient provided charter service to the Santa Rosa Island Authority in violation of the Federal Transit Administration's 49 CFR Part 604 Charter Service Rules and Regulations.

The definition of charter service under 49 CFR 604 is as follows:

"(1) Transportation provided by a recipient at the request of a third party for the exclusive use of a bus or van for a negotiated price. The following features may be characteristic of charter service:

- (i) A third party pays the transit provider a negotiated price for the group;
- (ii) Any fares charged to individual members of the group are collected by a third party;
- (iii) The service is not part of the transit provider's regularly scheduled service or is offered for a limited period of time; or
- (iv) A third party determines the origin and destination of the trip as well as scheduling; or

(2) Transportation provided by a recipient to the public for events or functions that occur on an irregular basis or for a limited duration and;

- (i) A premium fare is charged that is greater than the usual or customary fixed route fare; or
- (ii) The service is paid for in whole or in part by a third party."

The complainant argues the following are characteristics of charters that have been ignored by

Escambia County:

The Escambia County Area Transit contracted to provide service for the Santa Rosa Island Authority from May 26, 2011 to August 23, 2011. The service was requested by the Santa Rosa Island Authority from the County and is offered for a limited period of time (Exhibit B)

The route and schedule was established and was modified by a third party (Santa Rosa Island Authority. (Section 2( c) and (e) of Exhibit B) Service route is shown on Exhibit C. Exhibit G shows that Escambia County does not control the service. It is like any other charter service, the customer orders any extra service and establishes routes and times.

The third party agreed to reimburse recipient for "all operating costs" which included operations, maintenance, insurance, administration and management. This charter service is paid for by a third party and is only a few dollars less expensive than a private charter operator. (Exhibit D) Note the "math error" on Exhibit D. The trolley hours are listed as 2,340 with the variable cost per hour at \$71.05. The actual total hours contracted for were 2,184. The total contract price of \$200,680 divided by the 2,184 hours calculates to a cost per hour of \$91.89.

A third party compensated the recipient for the service through the collection of island lease fees. (Exhibit E - Factor 7)

The service is not a part of the recipient's regularly schedule service. Please note this Ride Guide Exhibit F is the updated version available to the general public and not the older version displayed on the ECAT website. There is not a mention anywhere about the Pensacola Beach Trolleys. The ECAT website only has a link to [www.visitpensacolabeach.com](http://www.visitpensacolabeach.com) , the Pensacola Beach Chamber website where the information about the trolleys is advertised. Escambia County doesn't control any information regarding the Beach trolleys.

The Pensacola Beach Advocates President met with Beach Bum Trolley to discuss trolleys options because they were dissatisfied with Escambia County trolleys. Their views, as leaseholders on Pensacola Beach whose fees pays for the trolleys, are outlined in Exhibit H.

Exhibit J is a newspaper article reporting on the activities of the Santa Rosa Island Authority and the trolley system that they control.

Facts not supported by exhibits but can be verified with testimony are as follow;

- 1) A member of the Santa Rosa Island Authority Board visited the Beach Bum Trolley office for two hours inquiring about the price of running trolleys on the Beach. Pictures of our trolleys were taken for the purpose of showing the Board other options. We also discussed acquiring double decker buses and trams. The Beach Bum Trolley quote was \$95 per hour which was the figure quoted in Exhibit J.
- 2) Beach Bum Trolley was contacted by ECAT for a price on leasing trolleys for the Beach since the Island Authority Board wanted a different type trolley than what could be provided by Escambia County.
- 3) Several ECAT trolley drivers inquired about Beach driving positions because they were told that Escambia County could not run the summer trolleys and that Beach Bum Trolley would be running the summer trolleys.

The complainant was foreclosed from pursuing and competing for charter business, their primary business and their employees incurred irreparable harm through the loss of employment. The complainant's loss the summer of 2011 was \$207,480.

The limited exceptions under which recipients may provide community based charter services (49CFR 604.5) which are as follow:

Sec. 604.6 Government officials on official government business.

Sec. 604.7 Qualified human service organizations.

Sec. 604.8 Leasing FTA funded equipment and drivers.

Sec. 604.9 When no registered charter provider responds to a notice from a recipient.

Sec. 604.10 Agreement with registered charter providers.

Sec. 604.11 Petitions to the Administrator.

The complainant argues that none of the exceptions were pursued or applicable in the execution of the charter service furnished by the recipient.

The complainant respectfully requests the FTA Office of Chief Counsel find the recipient violated Charter Rule 49 CFR 604 and levy a suitable fine against the recipient, order reimbursement to Complainant for loss of income, and other penalties as the Charter Regulations allow and direct recipient to fully comply with said rule.

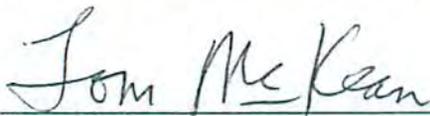
I hereby certify that I have this day served the foregoing "Charter Service Complaint" on the following person at the following address via certified mail. E-mail and facsimile numbers will be utilized if certified mail is not accepted:

Mr. Larry M. Newsom  
Assistant County Administrator  
Board of County Commissioners  
Escambia County Florida  
221 Palafox Place, Suite 420  
Pensacola, Florida 32501

Fax: 850-595-0345

Email: [larry\\_newsom@co.escambia.fl.us](mailto:larry_newsom@co.escambia.fl.us)

Dated this 12<sup>th</sup> day of September 2011.



Tom McKean

General Manager  
Beach Bum Trolley LLC  
3811 W. Nine Mile Road  
Pensacola, Florida 32526

[tom@beachbumtrolley.com](mailto:tom@beachbumtrolley.com)

850-941-2876

850-941-2878 fax



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

November 10, 2011

*Via certified mail (7004 1160 000 3114 0099) and electronically filed (www.regulations.gov)*

Ms. Kathy Breeden  
Ombudsman for Charter Services  
Office of Chief Counsel  
U.S. Department of Transportation/ Federal Transit Administration  
1200 New Jersey Avenue, SE, E54-405  
Washington, DC 20590

Re: Answer to Notice of Charter Service Complaint #11-04 (FTA Docket 2007-0025-0049)

Dear Ms. Breeden:

Escambia County, Florida ("Recipient") and Escambia County Area Transit ("ECAT") acknowledge receipt of Notice of Charter Service Complaint dated September 12, 2011, filed by Mr. Tom McKean, of Beach Bum Trolley, LLC, and your response dated October 20, 2011, on behalf of the Federal Transit Administration ("FTA").

Complainant has alleged the Recipient failed to comply with 49 CFR §604.14 by not providing notification to registered charter providers and further alleged the Recipient provided "Charter service" to the Santa Rosa Island Authority in violation of 49 CFR §604.

In response, the Recipient and ECAT wholly deny the allegations alleged in the Complaint and contend the subject seasonal transit service does not constitute "Charter Service" as defined by the Code of Federal Regulations to which the requirements of the Charter Service provisions of the Code would apply. Rather, the service is a route provided by ECAT to the general public on a seasonal basis as part of the regularly scheduled fixed route public transit service within Escambia County.

Facts:

In accordance with the Florida Interlocal Cooperation Act<sup>1</sup>, Escambia County, a political subdivision of the State of Florida, and the Santa Rosa Island Authority ("SRIA"), a dependent special district created under the laws of Florida, entered into an Interlocal

<sup>1</sup> Pursuant to Chapter 163, Florida Statutes, the stated purpose of the Florida Interlocal Cooperation Act is to permit local governmental units to make the most efficient use of their respective powers by enabling them to coordinate with other localities to provide services and facilities for the benefit of the community. See §163.01, Fla. Stat. (2008).

Agreement to provide scheduled seasonal mass transit services on Santa Rosa Island. (A copy of the executed Interlocal Agreement between Escambia County, Florida and the Santa Rosa Island Authority is attached hereto as **Exhibit A.**)

This fixed route service has been provided by ECAT at no cost to the general public every weekend (Friday through Sunday) from Memorial Day through Labor Day since 1996. The Island service route is an extension of the County-wide mass transit service with connecting service to the downtown area. Per the terms of the Interlocal Agreement, SRIA reimburses the County for ECAT's operating and administrative costs related to the seasonal route provided on the Island. The provision of this seasonal service fulfills the vital public purpose of enhancing public safety by reducing traffic congestion on the Island during the peak summer season.

In 2011, tourism was anticipated to increase following recovery efforts after the BP Oil Spill, and the SRIA requested the County increase the service level to provide daily transit service on the Island during the peak summer season. The provision of expanded service on the Island was questioned by a Private Charter Service Provider. The Recipient and ECAT reasoned the subject service, though seasonal, did not qualify as "Charter Service" as defined in the Code of Federal Regulations where SRIA was not a "third party" for whom ECAT would provide exclusive service for a negotiated price. Rather, the service was provided to the public at large as an extension of the County's mass transit service within that portion of Escambia County under the SRIA's jurisdiction. Nonetheless, in an abundance of caution, on June 8, 2011, the Recipient requested an FTA General Counsel Advisory Opinion (AO) concerning the seasonal service route on the Island. (Docket FTA 2007-0023-0118). (A copy of the Request is attached hereto as **Exhibit B.**)

On August 12, 2011, FTA General Counsel issued **AO 11-12** (Docket FTA 2007-0023-0124) concluding that the "seasonal service" in question qualified as public transportation and not prohibited "charter service". (A copy of the Opinion is attached hereto as **Exhibit C.**) Determinative in its conclusion, Counsel noted "The service in question does not have the characteristics of charter service, even though it is subsidized by a third party. *ECAT controls the service and it is on a regular schedule and open to the members of the public.*" (Emphasis added.)

At the FTA's request, the Recipient subsequently provided supplemental information concerning certain "additional service" in order to clarify the scope of the seasonal service route at issue in the aforementioned AO 11-12. (A copy of the Response is attached hereto as **Exhibit D.**) The Recipient advised the additional service consisted of ECAT providing two additional transit vehicles with extended hours of operation on the Island for the duration of a single weekend when tourism was expected to increase significantly as a result of an annual air show event. The additional vehicles were provided by ECAT as part of the same regular and continuing fixed route seasonal service available to all members of the public. Thereafter, AO 11-12 was not amended or revoked as it related to the additional service described in Recipient's supplemental response.

Analysis:

As provided in the relevant Code provisions, "An advisory opinion represents the formal position of the FTA on a matter and...obligates the agency to follow it until it is amended or revoked." See §604.20, Code of Federal Regulations. The FTA's prior Advisory Opinion directly addressed the Complainant's allegations and concluded the subject service was not prohibited charter service. Unless or until amended or revoked, AO 11-12 remains controlling as it relates to the nature of the subject seasonal transit service.

Conclusion:

Given the above stated facts and analysis, the subject Complaint should be dismissed or, in the alternative, summarily denied.

Dated this 10<sup>th</sup> day of November 2011.

*Charles R. Oliver*

---

Charles R. "Randy" Oliver  
County Administrator  
221 Palafox Place, Suite 420  
(850) 595-4946  
[croliver@co.escambia.fl.us](mailto:croliver@co.escambia.fl.us)

Certificate of Service

I hereby certify that I have this day served the foregoing Answer to Charter Service Complaint #11-04 on the following interested party by certified U.S. Mail (7004 1160 000 3114 0105) at the following address:

Mr. Tom McKean  
Beach Bum Trolley LLC  
3811 West Nine Mile Road  
Pensacola, FL 32526  
[tom@beachbumtrolley.com](mailto:tom@beachbumtrolley.com)

Dated this 10<sup>th</sup> day of November 2011.

*Charles R. Oliver*

---

Charles R. "Randy" Oliver  
County Administrator  
221 Palafox Place, Suite 420  
(850) 595-4946  
[croliver@co.escambia.fl.us](mailto:croliver@co.escambia.fl.us)

CRO:KDH/cks

cc: Bob Blandine, ECAT (via email)

5/5/2011 CARILA

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY,  
FLORIDA AND THE SANTA ROSA ISLAND AUTHORITY RELATING  
TO TRANSPORTATION SERVICES ON PENSACOLA BEACH

THIS AGREEMENT is made this 3rd day of April, 2011, by and between the County of Escambia, a political subdivision of the State of Florida, (hereinafter, the "County"), acting through its Board of County Commissioners, and the Santa Rosa Island Authority, a dependent special district created under the Laws of Florida (hereinafter, the "SRIA"), acting through its governing Board.

WITNESSETH:

**WHEREAS**, the County and the SRIA are authorized by Sections 163.01, Florida Statutes, et seq. to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

**WHEREAS**, the SRIA desires and requests the County, through Escambia County Area Transit (ECAT), to provide transportation services on Pensacola Beach; and

**WHEREAS**, the County, through ECAT, is willing and able to provide such services, subject to the terms and conditions herein set forth; and

**WHEREAS**, the County has a Management Service Agreement with Veolia Transportation, Inc. giving the Management Company exclusive right to operate, manage and maintain the Escambia County Area Transit and other services, and

**WHEREAS**, the County and SRIA have determined it is in the best interest of the citizens to enter into this Agreement to cooperatively provide transportation services on Pensacola Beach.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the County and the SRIA agree as follows:

**Section 1. Purpose of Agreement.**

1.1 The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Verified By: *cl. MacArthur*

Date: 5/9/11



1.2 Pursuant to Section 163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the County will provide transportation services on Pensacola Beach.

**Section 2. Scope of Service.**

The County, through ECAT, shall provide the following transportation service:

(a) **Hours of Service.** ECAT will provide transportation services during the service period on a weekly basis according to the following schedule:

Monday - Fridays (65 days): Two (2) trolleys between the hours of 11:00 a.m. and 11:00 p.m.

Saturdays and Sundays (26 days): Two (2) trolleys between the hours 11:00 a.m. and 11:00 p.m.

(b) **Service Period.** The service period will commence on **May 26, 2011**, and end on **August 23, 2011**.

(c) **Service Route.** The applicable service route is depicted in Exhibit "A", attached hereto and incorporated herein.

Routes and Schedules may be revised as necessary at any time during the term of this Agreement. Any increase in Service Level may require an increase in budgeted costs.

Operators will not deviate from the assigned route, except for routine minor detours, without the approval of ECAT supervisory personnel. SRIA officials desiring any route deviations must make such a request to the ECAT Director of Operations.

(d) **Operators and Uniforms.** ECAT will provide qualified transit vehicle operators who will wear an appropriate uniform that is mutually agreed upon by SRIA and ECAT.

(e) **Service Review.** ECAT and SRIA agree to meet as necessary to review the level of service, schedules, service charges, etc. No changes will be made to the level of service provided for in this Agreement without the mutual consent of both parties.

**Section 3. Compensation and Method of Payment**

In exchange for the provision of such transportation services described in Section 2 above, the SRIA shall reimburse the County for all operating costs as set forth in Exhibit "B", attached hereto and incorporated herein.

Costs for additional mass transit service requested by the SRIA, such as Blue Angel weekend or other scheduled beach special events, will be billed at the hourly, variable rate, and clearly identified on the appropriate monthly invoice.

ECAT will submit monthly invoices to the SRIA for the authorized service costs incurred during the previous month, and SRIA will remit all payments to ECAT by the end of the month in which the invoice was received.

**Section 4. Insurance.**

During the term of this Agreement, ECAT shall maintain all required insurance coverage in accordance with industry standards and applicable laws, including but not limited to, commercial general liability coverage with a \$5,000,000 combined single limit and \$5,000,000 excess limit.

Any additional insurance coverage will be the responsibility of SRIA.

**Section 5. Term of Agreement.**

This Agreement shall remain in full force and effect for one (1) year unless terminated earlier by either party pursuant to Section 6.

**Section 6. Termination.**

This Agreement may be terminated by either party at any time and for any reason upon thirty (30) days written notice to the other party; provided, however, that termination shall not affect the reimbursement of any costs then owing to the County by the SRIA, or which subsequently are owed to the County by the SRIA as a result of actions concluded following the effective date of termination.

**Section 7. Liability.**

(a) The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The SRIA agrees to be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, Florida, as a subdivision of the State of Florida as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against the SRIA and agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the SRIA or the County and nothing herein shall be construed as consent by the SRIA or the County to be sued by third parties in any matter arising out of this Agreement.

(b) Each party is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each parties' records shall subject to audit after reasonable notice.

**Section 8. Records.**

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to member of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

**Section 9. Assignment.**

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

**Section 10. Headings.**

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

**Section 11. Survival.**

All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

**Section 12. Interpretation.**

(a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

(b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

**Section 13. Severability.**

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and

the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

**Section 14. Further Documents.**

The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provision of this Agreement.

**Section 15. Notices.**

All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

Notices shall be sent to:

County:  
County Administrator  
Escambia County  
Post Office Box 1591  
Pensacola, Florida 32591

SRIA:  
Chairman  
Santa Rosa Island Authority  
Post Office Drawer 1208  
Pensacola Beach, Florida 32562-1201

Payments to the County shall be sent to:

ECAT  
1515 West Fairfield Drive  
Pensacola, Florida 32501

Invoices to SRIA shall be sent to:

Santa Rosa Island Authority  
Post Office Drawer 1208  
Pensacola Beach, Florida 32562-1201

**Section 16. Prior Agreements Superseded.**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**Section 17. Governing Law.**

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement

shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

**Section 18. No Waiver.**

The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

**Section 19. Effective Date.**

This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement from the SRIA.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman and the Santa Rosa Island Authority, signing by and through its duly authorized Chairman.

**COUNTY:**

**Escambia County, Florida Board of County Commissioners**, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: *Kevin W. White*  
Kevin W. White, Chairman  
Date Executed

5/5/2011

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

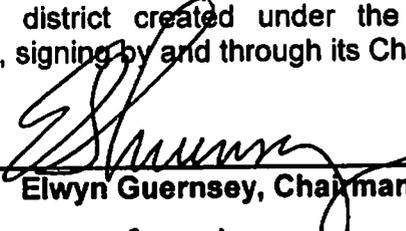
*Doris Harris*  
County Clerk



This document approved as to form and legal sufficiency  
By: *Austin Hual*  
Title: HLA  
Date: 4/11/11

SRIA:

Santa Rosa Island Authority, a dependent special district created under the Laws of Florida, signing by and through its Chairman.

By:   
Elwyn Guernsey, Chairman

Date: April 13, 2011

ATTEST:

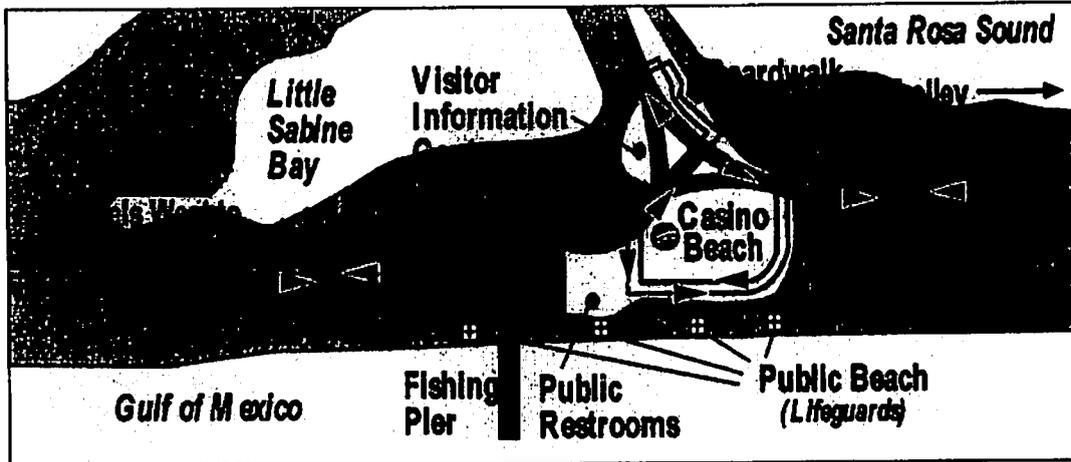
By:   
City Clerk

(Seal)

NOTARY PUBLIC-STATE OF FLORIDA  
 Melody Bolster  
Commission # DD679430  
Expires: MAY 29, 2011  
BONDED THRU ATLANTIC BONDING CO., INC.

## Exhibit A

The service route is depicted on map below.



THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS

## Exhibit B

Cost of Service. SRIA agrees to reimburse ECAT for all costs associated with this route service.

**Operating costs for Fiscal 2011 are budgeted as follows:**

Operations .....	\$84,144
Maintenance .....	\$82,105
Insurance .....	\$5,096
General Administration.....	\$5,172
Other G&A.....	0
Management Fee * .....	\$24,163
Total .....	\$200,680

### Fixed Costs

Management Fee .....	\$24,163
General Administration.....	\$5,172
Insurance.....	\$5,096
Total .....	\$34,431
(Monthly Billings) .....	4
<u>Fixed Costs per Month.....</u>	<u>\$8,607.75</u>

### Variable Costs

Operations .....	\$84,144
Maintenance .....	\$82,105
Total .....	\$166,219
(Trolley hours) .....	2,340

**Variable Costs per Hour \$71.05**



Board of County Commissioners • Escambia County, Florida

Larry M. Newsom  
Assistant County Administrator

June 8, 2011

Chief Counsel  
Federal Transit Administration  
1200 New Jersey Ave. SE,  
Room E55-302  
Washington, DC 20590

Re: Request for Advisory Opinion

In accordance with 49 CFR, Part 604, § 604.18, the undersigned submits this request for an advisory opinion from the FTA Chief Counsel with respect to mass transit services currently provided by Escambia County Area Transit (ECAT)/Escambia County, Florida.

The attached sheets provide information concerning scheduled seasonal mass transit services provided by ECAT for Pensacola Beach that have recently been questioned by a Private Charter Service Provider in the Pensacola area. It is requested that this service be evaluated as a mass transit or charter service.

It is hereby affirmed that, to the best of my knowledge and belief, this request contains all data, information and views relevant to the matter, whether favorable or unfavorable to the position of the undersigned, which is the subject of the request.

I hereby certify that I have this day served the foregoing Request for an Advisory Opinion on the following interested parties at the following addresses:

Beach Bum Trolley LLC  
3811 West Nine Mile Road  
Pensacola, FL 32526

Five Flags Trolley Company  
226 East Intendencia Street  
Pensacola, FL 32502

EXHIBIT

B

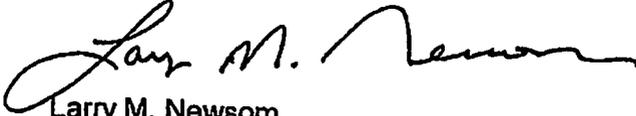
221 Palafox Place  
850.598

Florida 32501  
com

escambia

Good Time Tours  
455 Cordfay Street  
Pensacola, FL 32503

Sincerely,

A handwritten signature in black ink that reads "Larry M. Newsom". The signature is fluid and cursive, with the first name "Larry" being the most prominent.

Larry M. Newsom  
Assistant County Administrator  
221 Palafox Place, Suite 420  
(850) 595-3935  
larry\_newsom@co.escambia.fl.us

**Attachments:**

1. Pensacola Beach Transit Service Description
2. Interlocal Agreement between Escambia County and Santa Rosa Island Authority
3. County Attorney Opinion



**ESCAMBIA COUNTY AREA TRANSIT**

June 8, 2011

**Background:**

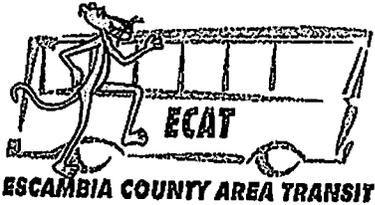
Escambia County, the recipient of federal funds, and the Santa Rosa Island Authority have an Interlocal Agreement " by and between the County of Escambia, a political subdivision of the State of Florida, (hereinafter, the "County"), acting through its Board of County Commissioners, and the Santa Rosa Island Authority, a dependent special district created under the Laws of Florida (hereinafter, the "SRIA"), acting through its governing Board." This Agreement establishes the conditions, extent, and mechanism whereby the County will provide transportation services on Pensacola Beach. Pensacola Beach is located on Santa Rosa Island, Escambia County, Florida.

Interlocal Agreements are instruments used by governmental agencies to identify services provided to various jurisdictions, and to define terms of cost sharing reimbursement for these services. Escambia County and the City of Pensacola have used such an Agreement to allocate and fund mass transit services between the City and County limits.

Escambia County Area Transit (ECAT) provides seasonal fixed route service on Pensacola Beach from Memorial Day through Labor Day using ADA equipped replica trolley buses that are painted with a beach décor. Since 1996, service has usually been provided on Fridays, Saturdays, Sundays and holidays during this period, however in order to provide an incentive to economic recovery on the beach, (especially following the year of the BP Oil Spill), the service level has been increased for the 2011 summer to provide service seven days a week. The service, free to the public and available to all, is intended to alleviate the parking situation throughout the beach area, and expedite pedestrian movement. The transit route provides service through the Beach Central Business District, through the main parking lot and then east and west on the main (only) beach highway. Designated bus stops are located along the route in areas safe for passengers to disembark and embark.

**Factors to be considered as Mass Transit Service vice Charter Service:**

1. Service provided by ECAT is scheduled by ECAT, and is considered a seasonal part of the regularly scheduled route service. Although seasonal, it responds to the needs of a community of Escambia County citizens, and fulfills a public purpose of mitigating parking congestion and enhancing public safety;



2. Service is included in the annual Escambia County Mass Transit Budget which funds all operating, maintenance, insurance and administrative costs of the mass transit service, including this route;
3. The service is included in all ECAT Ride Guides and on the ECAT WEB page;
4. Service is not exclusive; it is free and open to everyone;
5. ECAT provides regular mass transit service between the downtown area and Pensacola Beach providing connecting service between the routes;
6. In accordance with the Interlocal Agreement, SRIA reimburses Escambia County only for all direct operating and allocated administrative costs associated with mass transportation services provided in the beach jurisdiction;
7. The SRIA budget, funded by beach lease fees, must be approved by the Board of County Commissioners.

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY,  
FLORIDA AND THE SANTA ROSA ISLAND AUTHORITY RELATING  
TO TRANSPORTATION SERVICES ON PENSACOLA BEACH

THIS AGREEMENT is made this 13<sup>th</sup> day of April, 2011, by and between the County of Escambia, a political subdivision of the State of Florida, (hereinafter, the "County"), acting through its Board of County Commissioners, and the Santa Rosa Island Authority, a dependent special district created under the Laws of Florida (hereinafter, the "SRIA"), acting through its governing Board.

**WITNESSETH:**

**WHEREAS**, the County and the SRIA are authorized by Sections 163.01, Florida Statutes, et seq. to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

**WHEREAS**, the SRIA desires and requests the County, through Escambia County Area Transit (ECAT), to provide transportation services on Pensacola Beach; and

**WHEREAS**, the County, through ECAT, is willing and able to provide such services, subject to the terms and conditions herein set forth; and

**WHEREAS**, the County has a Management Service Agreement with Veolia Transportation, Inc. giving the Management Company exclusive right to operate, manage and maintain the Escambia County Area Transit and other services, and

**WHEREAS**, the County and SRIA have determined it is in the best interest of the citizens to enter into this Agreement to cooperatively provide transportation services on Pensacola Beach.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the County and the SRIA agree as follows:

**Section 1. Purpose of Agreement.**

1.1 The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

1.2 Pursuant to Section 163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the County will provide transportation services on Pensacola Beach.

**Section 2. Scope of Service.**

The County, through ECAT, shall provide the following transportation service:

(a) **Hours of Service.** ECAT will provide transportation services during the service period on a weekly basis according to the following schedule:

Monday - Fridays (65 days): Two (2) trolleys between the hours of 11:00 a.m. and 11:00 p.m.

Saturdays and Sundays (26 days): Two (2) trolleys between the hours 11:00 a.m. and 11:00 p.m.

(b) **Service Period.** The service period will commence on May 26, 2011, and end on August 23, 2011.

(c) **Service Route.** The applicable service route is depicted in Exhibit "A", attached hereto and incorporated herein.

Routes and Schedules may be revised as necessary at any time during the term of this Agreement. Any increase in Service Level may require an increase in budgeted costs.

Operators will not deviate from the assigned route, except for routine minor detours, without the approval of ECAT supervisory personnel. SRIA officials desiring any route deviations must make such a request to the ECAT Director of Operations.

(d) **Operators and Uniforms.** ECAT will provide qualified transit vehicle operators who will wear an appropriate uniform that is mutually agreed upon by SRIA and ECAT.

(e) **Service Review.** ECAT and SRIA agree to meet as necessary to review the level of service, schedules, service charges, etc. No changes will be made to the level of service provided for in this Agreement without the mutual consent of both parties.

**Section 3. Compensation and Method of Payment**

In exchange for the provision of such transportation services described in Section 2 above, the SRIA shall reimburse the County for all operating costs as set forth in Exhibit "B", attached hereto and incorporated herein.

Costs for additional mass transit service requested by the SRIA, such as Blue Angel weekend or other scheduled beach special events, will be billed at the hourly, variable rate, and clearly identified on the appropriate monthly invoice.

ECAT will submit monthly invoices to the SRIA for the authorized service costs incurred during the previous month, and SRIA will remit all payments to ECAT by the end of the month in which the invoice was received.

**Section 4. Insurance.**

During the term of this Agreement, ECAT shall maintain all required insurance coverage in accordance with industry standards and applicable laws, including but not limited to, commercial general liability coverage with a \$5,000,000 combined single limit and \$5,000,000 excess limit.

Any additional insurance coverage will be the responsibility of SRIA.

**Section 5. Term of Agreement.**

This Agreement shall remain in full force and effect for one (1) year unless terminated earlier by either party pursuant to Section 6.

**Section 6. Termination.**

This Agreement may be terminated by either party at any time and for any reason upon thirty (30) days written notice to the other party; provided, however, that termination shall not affect the reimbursement of any costs then owing to the County by the SRIA, or which subsequently are owed to the County by the SRIA as a result of actions concluded following the effective date of termination.

**Section 7. Liability.**

(a) The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The SRIA agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, Florida, as a subdivision of the State of Florida as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the SRIA and agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the SRIA or the County and nothing herein shall be construed as consent by the SRIA or the County to be sued by third parties in any matter arising out of this Agreement.

(b) Each party is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each parties' records shall subject to audit after reasonable notice.

**Section 8. Records.**

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to member of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

**Section 9. Assignment.**

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

**Section 10. Headings.**

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

**Section 11. Survival.**

All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

**Section 12. Interpretation.**

(a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

(b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

**Section 13. Severability.**

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and

the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

**Section 14. Further Documents.**

The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provision of this Agreement.

**Section 15. Notices.**

All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

Notices shall be sent to:

County:  
County Administrator  
Escambia County  
Post Office Box 1591  
Pensacola, Florida 32591

SRIA:  
Chairman  
Santa Rosa Island Authority  
Post Office Drawer 1208  
Pensacola Beach, Florida 32562-1201

Payments to the County shall be sent to:

ECAT  
1515 West Fairfield Drive  
Pensacola, Florida 32501

Invoices to SRIA shall be sent to:

Santa Rosa Island Authority  
Post Office Drawer 1208  
Pensacola Beach, Florida 32562-1201

**Section 16. Prior Agreements Superseded.**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

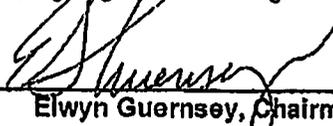
**Section 17. Governing Law.**

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement



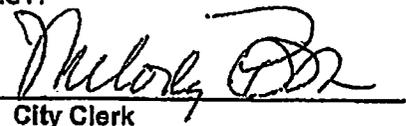
SRIA:

Santa Rosa Island Authority, a dependent special district created under the Laws of Florida, signing by and through its Chairman.

By:   
Elwyn Guernsey, Chairman

Date: 4-13-11

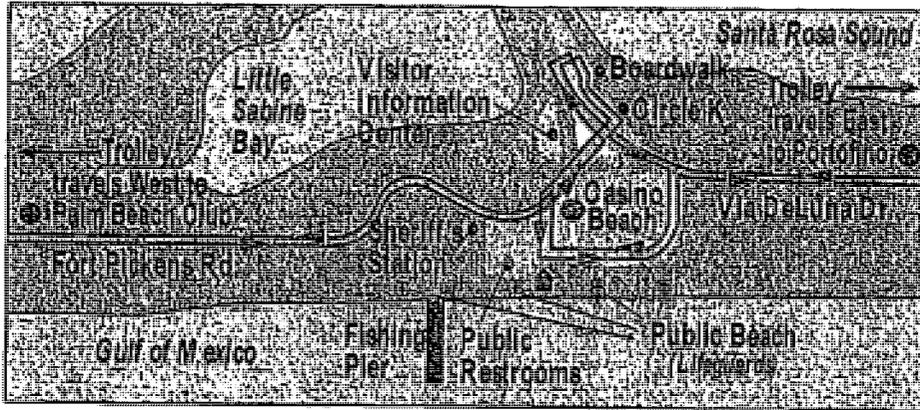
ATTEST:

By:   
City Clerk

(Seal) NOTARY PUBLIC-STATE OF FLORIDA  
 Melody Bolster  
Commission # DD679430  
Expires: MAY 29, 2011  
BONDED THRU ATLANTIC BONDING CO., INC.

# Exhibit A

The service route is depicted on map below.



## Exhibit B

Cost of Service. SRIA agrees to reimburse ECAT for all costs associated with this route service.

Operating costs for Fiscal 2011 are budgeted as follows:

Operations .....	\$84,144
Maintenance .....	\$82,105
Insurance .....	\$5,096
General Administration.....	\$5,172
Other G&A.....	0
Management Fee * .....	\$24,163
Total .....	\$200,680

### Fixed Costs

Management Fee.....	\$24,163
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Insurance.....	\$5,096
Total .....	\$34,431
(Monthly Billings) .....	4
<u>Fixed Costs per Month.....</u>	<u>\$8,607.75</u>

### Variable Costs

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Total .....	\$166,219
(Trolley hours) .....	2,340
<b>Variable Costs per Hour</b>	<b>\$71.05</b>

ALISON PERDUE ROGERS  
County Attorney  
Board Certified City, County, and  
Local Government Law

CHARLES V. PEPLER  
Deputy County Attorney  
Board Certified Civil Trial Law

STEPHEN G. WEST  
Assistant County Attorney  
Board Certified Real Estate Law

RYAN E. ROSS  
Assistant County Attorney

KRISTIN D. HUAL  
Assistant County Attorney

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

221 PALAFOX PLACE, SUITE 430  
PENSACOLA, FLORIDA 32502

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



June 9, 2011

Chief Counsel  
Federal Transit Administration  
1200 New Jersey Ave. SE,  
Room E55-302  
Washington, DC 20590

Re: Request for Advisory Opinion on behalf of Escambia County Area Transit

Dear Sir:

In accordance with 49 CFR, Part 604, § 604.18, a request for an advisory opinion was recently submitted to your office by Escambia County with respect to mass transit services currently provided by Escambia County Area Transit (ECAT). As mentioned in the request, the County has partnered with the Santa Rosa Island Authority (SRIA) by Interlocal Agreement to provide scheduled seasonal mass transit services for Pensacola Beach. (A copy of the executed Interlocal Agreement between Escambia County, Florida and the Santa Rosa Island Authority is enclosed for your review.) The provision of this service was questioned by a Private Charter Service Provider in the Pensacola area, which prompted the County's request for an opinion on the matter.

Having reviewed the relevant regulations in light of the facts and circumstances, it appears the proposed service would not qualify as a "Charter Service" as defined in the Code of Federal Regulations whereby the SRIA is not a "third party" for whom the County would be providing exclusive service for a negotiated price. Rather, the service would be provided to the public at large as an extension of the County's mass transit service within that portion of Escambia County under the SRIA's jurisdiction. The provision of this service fulfills the vital public purpose of enhancing public safety by reducing traffic congestion on the Island during the peak summer season, and pursuant to the aforementioned agreement, the SRIA has agreed to reimburse the County for ECAT's operational costs incurred in providing seasonal public transportation on the Island.

While it is my opinion that the County is correct in its interpretation that the relevant regulations do not pertain to the provision of such seasonal mass transit service, in an abundance of caution, the County has requested an advisory opinion on the matter, and your assistance would be greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to be "Alison P. Rogers", written over a horizontal line.

Alison P. Rogers  
County Attorney

APR:KDH/cs

Before the Federal Transit Administration  
U.S. Department of Transportation  
49 C.F.R. Part 604  
Request for an Advisory Opinion  
Escambia County Transit Authority, FL  
Docket No. FTA-2007-0023

Advisory Opinion 11-02

On June 8, 2011, the Board of County Commissioners for Escambia County filed a request seeking an Advisory Opinion related to service being provided by Escambia County Area Transit (ECAT) to and from Pensacola Beach. Subsequently, on June 9, 2011, the County Attorney for Escambia County, FL made a similar request for an Advisory Opinion relating to the same service. Specifically, the requests wanted to know if the current service constituted charter service in violation of the FTA regulations.

Facts

As described in the correspondence, ECAT, in partnership with the Santa Rosa Island Authority (SRIA), provides seasonal fixed route service to and from Pensacola Beach seven days a week. The service operates using two trolleys, 65 days (M-F)/year and 26 days (Sat/Sun)/year from 11 am to 11 pm. The service starts May 26<sup>th</sup> and ends August 23<sup>rd</sup>. Through an Interlocal Agreement, SRIA reimburses ECAT for operating and administrative costs associated with this route. The route is openly advertised to the public as a fixed route on the ECAT website and its Ride Guide.

Analysis

There is a Charter question and answer that addresses the type of service that ECAT is currently providing; it states as follows:

(15) Q: May a public transit agency provide “seasonal service” (e.g., service May Through September for the summer beach season)?

A: “Seasonal service” that is regular and continuing, available to the public, and controlled by the public transit agency meets the definition of public transportation and is not charter service. The service should have a regular schedule and be planned in the same manner as all the other routes, except that it is run only during the periods when there is sufficient demand to justify public transit service; for example, the winter ski season or summer beach season. “Seasonal service” is distinguishable from charter service provided for a special event or function that occurs on an irregular basis or for a limited duration, because the seasonal transit service is regular and continuing and the demand for service is not triggered by an event or function. In addition, “seasonal service” is generally more than a month or two, and the schedule is consistent from year to year, based on calendar or climate, rather than being scheduled around a specific event.



As described in the materials provided, the service in question is regular and continuing, and available to the public. It is advertised on the ECAT website as "Beach Service." Although the Interlocal Agreement indicates that by mutual agreement the level of service can be changed, it does not appear that that alone would change the definition of service from public transportation to charter. The definition of "charter" under 49 CFR Section 604.3 is:

- (c) "*Charter service*" means, but does not include demand response service to individuals:
- (1) Transportation provided by a recipient at the request of a third party for the exclusive use of a bus or van for a negotiated price. The following features may be characteristic of charter service:
    - (i) A third party pays the transit provider a negotiated price for the group;
    - (ii) Any fares charged to individual members of the group are collected by a third party;
    - (iii) The service is not part of the transit provider's regularly scheduled service, or is offered for a limited period of time; or
    - (iv) A third party determines the origin and destination of the trip as well as scheduling;
  - (2) Transportation provided by a recipient to the public for events or functions that occur on an irregular basis or for a limited duration and:
    - (i) A premium fare is charged that is greater than the usual or customary fixed route fare; or
    - (ii) The service is paid for in whole or in part by a third party.

The service in question does not have the characteristics of charter service, even though it is subsidized by a third party. ECAT controls the service and it is on a regular schedule and open to members of the public.

However, during FTA's review of the Interlocal Agreement, FTA noticed a provision, specifically Section 3, "Compensation and Method of Payment," which provides, "Costs for additional mass transit services requested by the SRIA, such as Blue Angel weekend or other scheduled beach special events, will be billed at the hourly, variable rate and clearly identified on the appropriate monthly invoice." FTA has concerns about any type of additional service which is subsidized by a third party for a special event, such as Blue Angel weekend, which might be a violation of FTA's charter regulations, 49 C.F.R. Part 604.

### Conclusion

Given the above analysis, FTA advises Escambia County that the beach service is public transportation and not prohibited charter service. This advisory opinion applies only to the service described above and is based on the information provided by Escambia County on June 8<sup>th</sup> and June 9, 2011, and the information available on the website. Should new information or different facts be presented or the facts of the actual service provided differ in any way, which are deemed significant by FTA in the determination of charter service, this opinion shall have no force or effect.

With regard to the possible additional service, if the service is contemplated or has already been provided, then please describe the service in writing to the Charter Ombudsman within the next 15 days, so FTA can determine the nature of that additional service. The email address is: ombudsman.charterservice@dot.gov.

Dated this 12<sup>th</sup> day of August, 2011.



Dorval R. Carter, Jr.  
Chief Counsel



Additional Information required by FTA Chief Counsel Advisory Opinion 11-12.

On June 8, 2011, the Escambia County Board of County Commissioners requested an FTA Chief Counsel Advisory Opinion concerning seasonal transit service on Pensacola Beach. (Docket FTA 2007-0023-0118). On August 12, 2011, the FTA Chief Counsel issued Advisory Opinion 11-12 notifying Escambia County that the beach service in question is public transportation and not prohibited Charter Service, however the opinion stated that FTA had concerns about "additional service" mentioned in the request for an Advisory Opinion. ECAT was advised to provide additional information concerning this "additional service" to the FTA Charter Ombudsman within fifteen (15) days.

The "additional service" mentioned in the request is actually an increased service level for the scheduled mass transit service during high peak periods of beach tourist traffic. The Navy Flight Demonstration Squadron (the Blue Angels) performs an annual air show at the beach every July. It is estimated that 100,000 citizens attend this four day event, and automobile parking/pedestrian traffic on the limited beach facilities creates serious logistic and safety challenges. In order to alleviate this situation, the Island Authority requests that ECAT provide additional vehicles to service the same routes at an increased frequency when necessary. This event took place during the period July 6 through July 9, and the enhanced service was provided.

ECAT provided two additional transit vehicles on July 8<sup>th</sup> and 9<sup>th</sup>. Since regular service is provided with two (2) vehicles, the additional vehicles doubled the average service normally provided for the two days. It should be noted that the extra vehicles provided service over the same routes as all beach mass transit operations, however the hours of service were extended those two days to accommodate the early arrival of the crowd. All other aspects of the service remained the same as described in the request for an Advisory Opinion.

  
W. Kenneth Gordon  
General Manager, ECAT  
1515 W. Fairfield Drive  
Pensacola, FL 32501  
(850) 595-3228, ext. 214  
kwgordon@co.escambia.fl.us





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-1858**

**County Attorney's Report Item #: 12. 4.**

**BCC Regular Meeting**

**Information**

**Meeting Date:** 12/08/2011

**Issue:** Town of Repton, et al. v. Conecuh Woods, LLC, et al., Case No. CV-2011-900033.00

**From:** Charles V. Pepler, Deputy County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning *Town of Repton, et al. v. Conecuh Woods, LLC, et al.* (Case No. CV-2011-900033.00)

That the Board accept the following information:

Escambia County, Florida's motion to intervene as a party plaintiff was granted by Honorable Burt Smithart, Circuit Court of Conecuh County. The County's complaint in intervention was filed on November 21, 2011. The defendants, Conecuh Woods, LLC, Conecuh County and the Alabama-Tombigbee Regional Commission have filed a Writ of Mandamus in the Alabama Supreme Court contesting the denial of their motions to dismiss. On November 22, 2011 the Alabama Supreme Court granted a stay of all trial court proceedings. On the same day that the Supreme Court granted the stay, this office on behalf of the Town of Century and the Escambia Soil and Water Conservation District filed a motion to intervene with a proposed complaint in intervention. The disposition of this motion will now be on hold until the stay is lifted by the Alabama Supreme Court.

The Alabama Supreme Court will require briefing on the issues presented by the defendants. This office will adopt the briefs filed on behalf of the Town of Repton and Mayor Carter who are the lead plaintiffs in this litigation. It is unknown whether the Alabama Supreme Court will schedule oral argument or decide the matter strictly on the basis of written briefs. If oral argument is scheduled, this office will make plans to attend and will apprise the Board of the Supreme Court's questions and voiced concerns, if any, to the arguments raised by the parties.

**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

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