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

CHAMBER RULES

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

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA
Board of County Commissioners
Regular Meeting – January 2, 2014 – 5:30 p.m.
Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

2. Invocation – Commissioner May.

3. Pledge of Allegiance to the Flag.

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

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

5. Commissioners' Forum.

6. Proclamations.

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

A. Adopt the Proclamation commending and congratulating Eddie Wehmeier on his selection as the “Employee of the Month” for December 2013;

B. Adopt the Proclamation commending and congratulating Naomi Allen, Maggie Player, and Gillian Werner for their volunteerism, spirit of excellence and perseverance, and for their completion of their Soles4Soles service project that improved the lives of so many youths and others worldwide; and

C. Adopt the Proclamation extending the Board's appreciation and congratulations to the Pensacola Beach Chamber of Commerce for a job well done.

7. Retirement Proclamations.

Recommendation: That the Board adopt the following three Retirement Proclamations:

A. The Proclamation commending and congratulating Margaretta Frymire, Law Librarian, Corrections Department, on her retirement after 17 years of service;

B. The Proclamation commending and congratulating Larry Kent, Emergency Medical Specialist, Public Safety Department, on his retirement after 20 years of service; and

C. The Proclamation commending and congratulating Douglas Smith, Detention Deputy, Corrections Department, on his retirement after 17 years of service.

8. 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.

9. 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 October 2013 TDT Collections Data

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the October 2013 returns received in the month of November 2013, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the second month of collections for the Fiscal Year 2013-2014; total collected for the October 2013 returns was $447,045.85; this is 3.10% increase over the October 2012 returns; total collections year to date are .42% less than the comparable time frame in Fiscal Year 2012-2013.

2. Recommendation Concerning Acceptance of November 2013 Investment Report

That the Board accept, for filing with the Board's Minutes, the *Investment Portfolio Summary Report* for the month ended November 30, 2013, as required by Ordinance Number 95-13; on November 30, 2013, the portfolio market value was $197,209,879 and portfolio earnings totaled $221,670 for the month and $460,700 year-to-date; the short term portfolio yield was 0.15%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.03%; the long-term CORE portfolio achieved a total return of 0.17%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.12%.

3. Recommendation Concerning Transfer of Machinery and Equipment to the Sheriff's Office

That the Board approve the transfer of equipment from the Board's Fixed Asset Inventory Records to the Escambia County Sheriff's Office, as of September 30, 2013, in the amount of $2,602,865.63.

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

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

A. The original *Multi-Year Joint Participation Agreement Notification of Funding LOA #33*, as executed by the Vice Chairman on October 18, 2013, based on the Board's September 15, 2011, approval of Public Transportation Joint Participation Agreement Number 421368284, and received in the Clerk to the Board's Office on December 6, 2013;

B. The *Santa Rosa Island Authority, A Component Unit of Escambia County, Florida, Financial Statements and Supplementary Information September 30, 2013 and 2012,* as prepared and audited by Carr Riggs & Ingram, LLC, Certified Public Accountants and Advisors, and received in the Clerk to the Board's Office on December 13, 2013;

C. The *Pensacola-Escambia County Promotion and Development Commission Pensacola, Florida, Financial Statements September 30, 2013*, as prepared and audited by Saltmarsh, Cleaveland & Gund, Certified Public Accountants and Consultants, and received in the Clerk to the Board's Office on December 13, 2013; and

D. Closing documents relating to the purchase of property, located at 3810 Frontera Circle, from George E. Thomas, as approved by the Board on May 2, 2013, and received in the Clerk to the Board's Office on December 18, 2013.

5. 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 December 5, 2013;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held December 5, 2013; and

C. Accept, for filing with the Board's Minutes, the Report of the Joint Board of County Commissioners/Escambia County Planning Board Committee of the Whole Workshop held October 29, 2013.

GROWTH MANAGEMENT REPORT

I. Public Hearings

1. Recommendation Concerning the Review of the Rezoning Cases heard by the Planning Board on December 2, 2013 and Santa Rosa Island Authority on November 20, 2013

That the Board take the following action concerning the rezoning cases heard by the Planning Board on December 2, 2013 and the Santa Rosa Island Authority on November 20, 2013:

A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2013-21, Z-2013-22, Z-2013-23, Z-2013-25, Z-2013-26 or remand the cases back to the Planning Board; and

B. Review and either adopt, modify, or overturn the Santa Rosa Island Authority's recommendations for Rezoning Case PB-2013-01 or remand the case back to the Santa Rosa Island Authority; and

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

1. Case No.: Z-2013-21

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

2. Case No.: Z-2013-22

Address:	2842 Nowak Dairy Rd

Property Reference:	36-1N-31-2000-000-000
Property Size:	12.31 (+/-) acres
From:	VAG-2, Villages Agriculture Districts, Gross Density (one du/five acres)
To:	VR-1, Villages Rural Residential Districts, Gross Density (one du/four acres)
FLU Category:	MU-S, Mixed Use Suburban
Commissioner District:	5
Requested by:	Sean and Elizabeth Vinaja, Owners
Planning Board Recommendation:	Approved
Speakers:	Elizabeth Vinaja

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

Address:	Airway Drive
Property Reference:	12-1S-30-2001-001-001
Property Size:	68.00 (+/-) acres
From:	S-1, Outdoor Recreational District (noncumulative)
To:	R-5, Urban Residential/Limited Office District, (cumulative) High Density
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	3
Requested by:	Wiley "Buddy" Page, Agent for Smart Living, LLC
Planning Board Recommendation:	Approved
Speakers:	Buddy Page, David Jewell, Suzanna Ellard, Gary Watson

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

Address:	5580 Pensacola Blvd
Property Reference:	47-1S-30-1101-002-064
Property Size:	1.64 (+/-) acres
From:	C-1, Retail Commercial District (cumulative)(25 du/acre)

To:	C-2NA, General Commercial and Light Manufacturing District, Bars, Nightclubs, and Adult Entertainment are Prohibited Uses (cumulative) (25 du/acre)
FLU Category:	C, Commercial
Commissioner District:	3
Requested by:	Harry Bell Jr., Agent for James D. Kemp, Owner
Planning Board Recommendation:	Approval
Speakers:	Harry Bell Jr.

5. Case No.: Z-2013-26

Address:	Mobile Hwy
Property Reference:	39-1S-31-1302-000-001
Property Size:	4.51 (+/-) acres
From:	C-1, Retail Commercial District (cumulative) and R-2, Single-Family District (cumulative), Low-Medium Density
To:	R-3 One-Family and Two-Family District, (cumulative) Medium Density
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	1
Requested by:	Steven D. White, Agent for James and Lianna Nash, Owners
Planning Board Recommendation:	Approval
Speakers:	Steven D. White

6. Case No.: PB 2013-01

Address:	Morgan Park, Pensacola Beach Blvd
Property Reference:	28-2S-26-0900-000-000
Property Size:	.50 (+/-) acres
From:	Con/Rec-PB, Conservation/Recreation
To:	PR-PB, Preservation
FLU Category:	Rec, Recreation
Commissioner District:	4
Requested by:	Paolo Ghio, Santa Rosa Island Authority

Recommendation: Approval
Speakers: Paolo Ghio, Reid Harwell, Deanna Harwell.

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on December 2, 2013 and Santa Rosa Island Authority on November 20, 2013; and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map.

That Board of County Commissioners (BCC) review and adopt the Large Scale Amendment (LSA) 2013-01 Map amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan, as amended; amending the future land use map designation.

At the October 7, 2013 Planning Board meeting, the Board recommended approval to the BCC for transmittal to the Department of Economic Opportunity (DEO). At the November 7, 2013 BCC meeting, the Board approved the transmittal to DEO.

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

That the Board authorize the scheduling of the following Public Hearings for Thursday, January 16, 2014:

A. 5:45 p.m. - A Public Hearing - Review of an Ordinance authorizing transmittal of the Escambia County Comprehensive Plan 2030 to DEO; and

B. 5:46 p.m. - A Public Hearing - Review of an ordinance amending Article 2, Section 2.08.02.E, “Board of County Commissioners review and action on rezonings”.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Scheduling a Public Hearing Request - Amy Lovoy, Management and Budget Services Department Director

   That the Board authorize the scheduling of a Public Hearing on January 16, 2014, at 5:33 p.m., to amend the Fiscal Year 2013/2014 Budget to include the fund balance carry forwards.

2. Recommendation Concerning the Solid Waste Annual Dump Dash 5K and Trash-A-Thon Fundraiser Event - Patrick T. Johnson, Solid Waste Management Department Director

   That the Board rescind its following action of November 7, 2013, concerning the Solid Waste Annual Dump Dash 5K and Trash-A-Thon Fundraiser Event (Funding: Fund 101, Escambia County Restricted Fund, Cost Center 230317, Solid Waste Fund Raiser):

   A. Adopting the Resolution (R2013-131) supporting (authorizing) the Solid Waste Annual Dump Dash 5K and Trash-A-Thon Fundraiser Event (to be held at the Perdido Landfill on November 16, 2013) as a source for significant funding for educational outreach and for the benefit of County services and facilities; and

   B. Authorizing the Chairman to sign the Resolution.

3. Recommendation Concerning an Appointment to the Escambia County Disability Awareness Committee - George Touart, Interim County Administrator

   That the Board approve the appointment of Arthur R. Nunamaker to the Escambia County Disability Awareness Committee to serve as one of the two "at-large" appointees, for a four-year term, effective January 2, 2013, through January 1, 2017.

4. Recommendation Concerning an Appointment to the Governmental Facilities Leasing Corporation Board of Directors - George Touart, Interim County Administrator

   That the Board appoint Joseph A. Maloney to the Governmental Facilities Leasing Corporation Board of Directors, for an indefinite term, effective January 2, 2014.

5. Recommendation Concerning an Appointment to the Escambia County Canvassing Board for the 2014 Elections - George Touart, Interim County Administrator

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

A. Appoint Commissioner Steven L. Barry to serve on the Escambia County Canvassing Board for the 2014 elections. Commissioner Barry would serve during the following elections: the Primary Election on August 26, 2014, and the General Election on November 4, 2014; and

B. Authorize out-of-County travel and funding to a Canvassing Board Workshop scheduled in Orlando, Florida, on Friday, January 31, 2014.

6. Recommendation Concerning the Request for Disposition of Property for the Community & Environment Department - Keith Wilkins, Community & Environment Department Director

That the Board approve the Request for Disposition of Property Form for the Community & Environment Department for property, which is described and listed on the Request for Disposition of Property Form with reason for disposition stated. The listed item has been found to be of no further use to the County; thus, it is requested that it be properly disposed of.

7. Recommendation Concerning the Title VI Plan for Escambia County Area Transit - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Title VI Plan for Escambia County Area Transit (ECAT):

A. Approve the Title VI Plan; and

B. Authorize the Chairman to sign the Title VI Plan.

During the Federal Transit Administration (FTA) triennial audit conducted September 9 - 10, 2013, it was determined that the Title VI Plan pursuant to Title VI of the Civil Rights Act of 1964; Title 49, Chapter 53, Section 5332 of the United States Code; and the FTA's Circular 4702.1B, "Title VI Program Guidelines for Federal Transit Administration Recipients," needed to be updated. The current plan expired on November 30, 2013.

The update to the plan specifically removes all references to Veolia Transportation. All contact information throughout the document was also updated, including non-elected board member positions for the Escambia County Mass Transit Advisory Committee.

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

   That the Board confirm the appointment of Phyllis P. Gonzalez, Circuit 1 Community Development Administrator, Florida Department of Children and Families (DCF), to the Workforce Escarosa Board of Directors, as a permanent public assistance/DCF representative for an indefinite term, beginning January 2, 2014.

9. Recommendation Concerning Support for Additional Funding on Nine Mile Road - Joy D. Blackmon, P.E., Public Works Department Director

   That the Board adopt and authorize the Chairman to sign the Resolution expressing its support for seeking additional funding for construction projects on Nine Mile Road (US Alt 90).

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Replacement State of Florida, Division of Emergency Management, Federal Fiscal Year 2013 Homeland Security Federally-Funded Subgrant Agreement for the Community Emergency Response Team Program - Michael D. Weaver, Public Safety Department Director

   That the Board take the following action concerning the replacement State of Florida, Division of Emergency Management (FDEM), Federal Fiscal Year 2013 Homeland Security Federally-Funded Subgrant Agreement, Contract Number 14-CI, allocating to Escambia County a Grant totaling $11,200, for the period September 1, 2013, through September 30, 2014:

   A. Approve the replacement FDEM Federally-Funded Subgrant Agreement, allocating Grant funding for the Community Emergency Response Team (CERT) Program, identified in Fund 110, Other Grants and Projects Fund, Cost Center 330430, Revenue Account 334248; and

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

2. Recommendation Concerning the Replacement State of Florida, Division of Emergency Management, Federal Fiscal Year 2013 Homeland Security Federally-Funded Subgrant Agreement for the Citizen Corps Program - Michael D. Weaver, Public Safety Department Director

   That the Board take the following action concerning the replacement State of Florida, Division of Emergency Management (FDEM), Federal Fiscal Year 2013 Homeland Security Federally-Funded Subgrant Agreement, Contract Number 14-CC, allocating to Escambia County a Grant totaling $11,200, for the period September 1, 2013, through September 30, 2014:

   A. Approve the replacement FDEM Federally-Funded Subgrant Agreement, allocating Grant funding for the Citizen Corps Program, identified in Fund 110, Other Grants and Projects Fund, Cost Center 330458, Revenue Account 334251; and

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

3. Recommendation Concerning the Issuance of a Purchase Order for Replacement of the Analog Video Surveillance System at the Public Safety Department - Michael D. Weaver, Public Safety Department Director

   That the Board approve the issuance of a Purchase Order to ACC, a Securadyne Systems Company, in the amount of $66,868.74, for the replacement of the Public Safety Department's existing analog video surveillance system with a digital video surveillance system (security camera system), per Quotation No. 78030-5, GSA Contract No. GS-07F-0251N.

   [Funding Source: Fund 110, Other Grants and Projects Fund, Cost Center 330236, Domestic Assistance Grant]

4. Recommendation Concerning Supplemental Budget Amendment #060 - Amy Lovoy, Management and Budget Services Department Director

   That the Board adopt the Resolution approving Supplemental Budget Amendment #060, Other Grants and Projects Fund (110) in the amount of $30,881, to recognize proceeds from the Florida Department of Health, and to appropriate these funds for the improvement and expansion of pre-hospital Emergency Medical Services (EMS) in Escambia County.

5. Recommendation Concerning Supplemental Budget Amendment #062 - Amy Lovoy, Management and Budget Services Department Director

   That the Board adopt the Resolution approving Supplemental Budget Amendment #062, Local Option Sales Tax III Fund (352) in the amount of $257,708, to recognize proceeds from the State of Florida, Division of Emergency Management (FDEM) Subgrant Agreement Number 14HM-2Z-01-XXX, Project Number 1595-27-B, and to appropriate these funds for the Maplewoods Subdivision Drainage Ditch Piping and Ashland Avenue Bridge Enhancements.

6. Recommendation Concerning Rescinding the Action of February 18, 2010, Relating to the Surplus and Sale of 1732 Bainbridge Avenue - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action rescinding the surplus and sale of real property located at 1732 Bainbridge Avenue, due to a Legal description error:

A. Rescind the Board's action of February 18, 2010, concerning the surplus and sale of real property located at 1732 Bainbridge Avenue:

1. Declaring surplus the Board's real property, Account Number 10-0299-000, Reference Number 35-2S-31-1000-011-040;

2. Authorizing the sale of the property to the bidder with the highest offer received above the minimum bid of $12,350, without further action of the Board; and

3. Authorizing the Chairman to sign all documents related to the sale;

B. Authorize the refund of the deposit paid ($729.30) by the highest bidder for the purchase of the property;

C. Declare surplus the Board's real property, Account Number 10-0299-000, Reference Number 35-2S-31-1000-011-040;

D. Authorize the sale of the property with the corrected legal description to the highest bidder; and

E. Authorize the Chairman to sign all documents related to the sale.

7. Recommendation Concerning Foreclosure on Property Located at 7051 Beulah Road - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize foreclosure, based on the 2011 Code Enforcement Lien, in the amount of $23,279, recorded in Official Records Book 6833, at Page 880, of the Public Records of Escambia County, Florida, on real property located at 7051 Beulah Road, Account Number 09-0876-170, Reference Number 19-1S-31-2401-000-004, with the current assessed value of $61,137.

8. Recommendation Concerning the Surplus and Sale of Real Property Located at 1050 Muscogee Road - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning real property located at 1050 Muscogee Road:

A. Declare surplus the Board's real property, Account Number 11-4074-000, Reference Number 17-1N-31-1200-001-004;

B. Authorize this property to be utilized as one of several parcels for use in the Muscogee Road Drainage Improvement Project by the Public Works Department; and

C. Approve the cost of $4,642.50, from Fund 352, LOST III, Account 210107, Object Code 56101, Project #09EN0115.

9. Recommendation Concerning Collection Services for Public Safety - Amy Lovoy, Management and Budget Services Department Director

That the Board award and authorize the Interim County Administrator to sign the Collection Services Agreement, PD 13-14.009, Collection Services for Public Safety, to Affiliated Creditors, Inc., effective February 5, 2014, for a period of 12 months, with an option to extend the Contract for 2 additional 12-month periods, at the commission rate of 12.98% for Primary Placements, in accordance with the terms and conditions of the Agreement.

[Funding: Fund 408, Emergency Medical Service Fund, Cost Center 330603, EMS Billing, Object Code 53401, Other Contractual Services]

10. Recommendation Concerning the Purchase of Two Vehicles for the Facilities Management Department, VE 13-14.001 - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off of the State of Florida Term Contract #071-000-14-1, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and award a Purchase Order for two 2014 Ford Super Duty F-250 2WD SuperCab (X2A), for the Facilities Management Department, to Alan Jay Ford Lincoln Mercury, Inc., in the amount of $56,829.20, according to specifications VE 13-14.001.

[Funding: Fund 352, LOST III, Cost Center 110267, Object Code 56401, Project #14PF2638, Libraries/Community Centers]

11. Recommendation Concerning the Beulah Road Resurfacing - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to Midsouth Paving, Inc., for the Beulah Road Resurfacing, PD 13-14.004, in the amount of $1,274,541.15.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #14EN2615]

12. Recommendation Concerning the Roadway Materials Pricing Agreement - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 13-14.006, Roadway Materials Pricing Agreement, to McDirt Industries, Inc., Roads, Inc., of NWF, Panhandle Grading & Paving, Inc., and Midsouth Paving, Inc., based on the pricing provided, for a term of 12 months with options for 2 additional 12-month periods, up to a maximum term of 36 months.

[Funding: Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Various Projects, $850,000; Fund 181, "Master Drainage Basins," Cost Center 210719-210736, Object Code 56301, $50,000; Fund 175, "Transportation Trust Fund," Cost Center 210402, Object Code 55301, $300,000; Fund 401, Solid Waste Management Fund, Cost Center 230306 (Recycling), Object Code 55301, $50.000; Fund 401, Solid Waste Management Fund, Cost Center 230309 (Closed Landfills), Object Code 55301, $50,000; Fund 401, Solid Waste Management Fund, Cost Center 230314 (Operations), Object Code 55301, $200,000; Fund 401, Solid Waste Management Fund, Cost Center 230315 (Projects), Object Code 55301, $500,000]

13. Recommendation Concerning the Assignment of Contract PD 02-03.79, Professional Services as Governed by Florida Statute 287.055 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve and authorize the Chairman to execute the Contract Modification, providing for administrative changes to PD 02-03.079, Professional Services as Governed by Florida Statute 287.055, between Escambia County, Florida, and Post, Buckley, Schuh & Jernigan, Inc. (d/b/a PBS&J), changing the name to Atkins North America, Inc.

14. Recommendation Concerning a Change Order to Atkins North America, Inc., for the Mahogany Mill Boat Ramp Project - Keith Wilkins, Community & Environment Department Director

That the Board approve and authorize the Interim County Administrator to execute the following Change Order #2 on Contract PD 02-03.079, "Professional Services," for construction, engineering, inspection (CEI), and project management services related to construction of the Mahogany Mill Boat Ramp Project:

Department:	Community & Environment
Division:	Administration
Type:	Addition
Amount:	$66,260.52
Vendor:	Atkins North America, Inc.
Project Name:	Mahogany Mill Boat Ramp Project
Contract:	PD 02-03.079
PO #:	121557
CO #:	2
Cost Center for CO:	220102
Original Award Amount:	$84,784.16
Cumulative Amount of Change Orders through CO #2:	$66,260.52
New Contract Total:	$151,044.68

[Funding Source: Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Project 08NE0018]

15. Recommendation Concerning a Grant Application for the Federal Transit Administration Bus and Facilities Program: Grant 5339 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a Grant Application for the Federal Transit Administration (FTA) Bus and Facilities Program: Grant 5339 by Escambia County Area Transit (ECAT) for the purchase of 17 bus shelters and the replacement of one Americans with Disabilities Act (ADA) bus:

A. Adopt the Resolution authorizing Escambia County to apply for and accept Grants, make purchases, and expend funds pursuant to Grant awards by the Florida Department of Transportation (FDOT) and the FTA Act of 1964;

B. Authorize the ECAT General Manager to file a Grant Application and Grant Award Execution via the Federal Transportation Electronic Award and Management System (TEAM); and

C. Authorize the Chairman to execute the Resolution and all other required documents pertaining to acceptance and expenditure of Grant funds, including notifications of funding and electronic document filing, pending Legal approval, without further action of the Board.

[Funding: There is no budgetary impact. The $77,705 in Florida Toll Revenue Credits will enable the FTA to fund the entire purchase amount of $310,819]

16. Recommendation Concerning a Grant Application for Federal Transit Administration Bus and Facilities Program: Grant 5310 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Grant Application for U.S.C. Section 5310 funding (Federal Transit Administration [FTA] urbanized area funding), to be used by Escambia County for the purchase of six Americans with Disabilities Act (ADA) buses:

A. Adopt the Resolution authorizing Escambia County to apply for and accept certain Grant awards made by FDOT and by the FTA Act of 1964;

B. Authorize the Escambia County Area Transit (ECAT) General Manager to file the Grant Application and Grant Award Execution via the Federal Transportation Electronic Award and Management System (TEAM); and

C. Authorize the Chairman to execute the Resolution and all other required documents pertaining to acceptance and expenditure of Grant funds, including notification of funding and electronic document filing, pending Legal approval, without further action of the Board.

[Funding: The FTA requires that 20% of the Grant amount be matched by local government. FDOT will match 10% of the Grant amount, which leaves a 10% match ($36,000) for Escambia County]

Pensacola Bay Transportation is currently the local paratransit provider. They have 28 vehicles in their fleet. Eleven of those manufactured between 2001 and 2006 have mileage ranging from 288,308 to 458,199. With some of these vehicles presently out of service, Pensacola Bay Transportation is operating with no spare vehicles and no capital replacement plan. FDOT recommends that paratransit vehicles be replaced at five years and/or 200,000 miles. This Application will allow Escambia County to add rolling stock and to begin replacing vehicles as Grant money is available, and will serve as part of the Capital Replacement Plan for the paratransit vehicles.

17. Recommendation Concerning the Local Agency Program Agreement for the Construction and Inspection 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 $1,388,244), for the construction and inspection of paved shoulders along Crabtree Church Road, from Sunshine Hill Road to State Road 97 (Atmore Highway) in Escambia County:

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

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.

[Funding: A Supplemental Budget Amendment will be prepared by the Management and Budget Department to recognize the funding for the LAP Agreement]

In March 2007, the Office of Transportation and 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.

The Board of County Commissioners approved the LAP Agreement for the design portion in December 2011.

18. Recommendation Concerning the Section 5311 Program Grant Application - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Grant Application for U.S.C. Section 5311 funding (Federal Transit Administration [FTA] non-urbanized area funding), to be used by the Community Transportation Coordinator (CTC) and Escambia County Area Transit (ECAT) in the non-urbanized areas of Escambia County, including operation of the fixed route to Century:

A. Adopt the Resolution authorizing Escambia County to apply for and accept certain Grant awards made by FDOT and by the FTA Act of 1964; and

B. Authorize the Chairman to execute the Resolution and all other required documents pertaining to acceptance and expenditure of Grant funds, including notification of funding and electronic document filing, pending Legal approval, without further action of the Board.

[Funding: These funds are included in the ECAT Fiscal Year 2013/2014 Budget. Based upon past years' awards and utilization of funds, ECAT could apply for up to $250,000]

The Section 5311 Non-urbanized Area Formula Program provides Federal operating or capital assistance to eligible recipients who operate/contract public transportation service in non-urbanized areas (rural areas - typically the Century route). Eligible recipients may receive annual Section 5311 allocations to offset operational expenses of public transportation service operated/contracted in non-urbanized areas. Grant recipients must be either a CTC, or an otherwise eligible recipient who maintains a written Coordination Agreement with the CTC. Escambia County is the eligible local recipient of FDOT funding and has a written Contract with the local CTC, Pensacola Bay Transportation, LLC. Escambia County also meets further requirements that Grant recipients must have the requisite fiscal and managerial capability to carry out the Project and the legal authority to receive Federal and State funds.

19. Recommendation Concerning the Acquisition of Property Located at 16447 Perdido Key Drive From the Trust for Public Land - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of a parcel of real property (approximately 4.13 acres), located at 16447 Perdido Key Drive from the Trust for Public Land:

A. Authorize the purchase of a parcel of real property located at 16447 Perdido Key Drive for the average appraised value of $3,050,000 from the Trust for Public Land;

B. Approve the Purchase and Sale Agreement for the acquisition of a parcel of real property (approximately 4.13 acres), located at 16447 Perdido Key Drive from the Trust for Public Land, in accordance with the terms and conditions contained in the Agreement; and

C. Authorize the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute, any documents, subject to Legal review and sign-off, necessary to complete the acquisition of this property, without further action of the Board.

[Funding Source: Fund 352/LOST III/Cost Center 220102, NESD Capital Projects/Object Code 56101/Projects: 12NE1712(Perdido Key Beach Access), 08NE0048 (Primary Dune Restoration), 08NE0072 (Perdido Key HCP), and 08NE0028 (Environmentally Sensitive Lands)]

20. Recommendation Concerning Security Services at the West Florida Public Library - Darlene Howell, Library Administrator

That the Board approve the issuance of a Purchase Order, in excess of $50,000, to Securitas Security Services USA, Inc., PD 10-11-043, to continue to provide security services at the West Florida Public Library, as provided below:

Securitas Security Services USA, Inc. - $50,585.92

[Funding: Fund 113, Library Fund, Other Contractual Services, Cost Center 53401]

III. For Discussion

1. Recommendation Concerning the Chairman's 2014 Annual Appointments to Boards and Committees - George Touart, Interim County Administrator

   That the Board confirm Chairman Lumon J. May's 2014 annual appointments to Boards and Committees on which Commissioners serve, as submitted, effective January 2, 2014.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning the Scheduling of a Public Hearing on January 16, 2014, at 5:34 p.m., for Consideration of Amending the Noise Ordinance.

That the Board authorize the scheduling of a public hearing on January 16, 2014, at 5:34 p.m. to consider amending the Noise Ordinance, Chapter 42, Article III, Sections 42-63 and 42-67 of the Escambia County Code of Ordinances, to define the Core Area of Santa Rosa Island (Pensacola Beach), and establish separate noise restrictions for the commercial and residential areas of Santa Rosa Island.

II. For Discussion

1. Recommendation Concerning Department of Justice's Proposed Consent Agreement

That the Board discuss the Department of Justice's proposed Consent Agreement related to operations at the Escambia County Jail.

2. Recommendation Concerning a Request of Chumuckla Hunting Club Regarding Property in Santa Rosa County (NOLF-X)

That the Board consider the request of the Chumuckla Hunting Club to continue to hunt on approximately 601 acres in Santa Rosa County.

III. For Information

1. Recommendation Concerning the Opinion in the Matter of Relax Hospitality, LLC, et al., v. Escambia County, et al., Granting Petitioners' Writ of Certiorari

That the Board accept, for filing with the Board's minutes, the attached Opinion in the matter of *Relax Hospitality, LLC, and ADX Communications of Escambia, LLC, v. Escambia County, acting by and through its Board of Adjustment, and CEJ South, Inc.,* filed December 2, 2013, in the Circuit Court of the First Judicial Circuit of Escambia County, Florida, granting Petitioners' Writ of Certiorari.

2. Recommendation Concerning the Florida Department of Juvenile Justice's Reconciliation of Shared Detention Costs with Escambia County for FY 2012-2013.

That the Board accept the following information:

The Department of Juvenile Justice, pursuant to the county cost-share provisions of Section 985.686, Florida Statutes, by which Escambia County is responsible for pre-disposition secure detention costs, issued a letter dated November 27, 2013 with the reconciliation of shared detention costs for FY 2012-2013 which was then revised with a final reconciliation spreadsheet on December 3, 2013. Escambia County is due a credit of $1,721,217.83. The Department of Juvenile Justice has refused to honor the credit alleging that it has no budgeted funds to apply the credit to future payments owed to the Department of Juvenile Justice for FY 2013-2014.

Under the terms of the final reconciliation, an appeal with the Department of Administrative Hearings would have been due no later than December 18, 2013. At the request of the Legislature and Florida Association of Counties, the Florida Department of Juvenile Justice issued a letter dated December 12, 2013 which postponed appeal rights until the 2014 Florida Legislature has met and determined whether or not to fund the credits owed the counties. As an inducement for the counties to forestall an appeal, the DJJ through its Chief of Staff has included this language in the December 12, 2013 letter: "All rights and remedies for the counties originating from the FY 12-13 reconciliations are preserved, and not waived, between now and the date of final agency action stated herein." With this letter in hand, the County can take a wait and see approach while the legislature is in session for 2014 to determine whether it will appropriate monies to fund the credits.

The December 12th DJJ letter has been discussed with Amy Lovoy, Director, Department of Management & Budget Services, and she concurs with postponing an appeal with the Division of Administrative Hearings until such time as the Florida Legislature has determined whether or not to fund the

County's credit. In recent telephone conferences with several county attorneys and retained attorneys representing counties affected by the FY 2012-13 reconciliation, a consensus was reached that the counties will preserve all rights and remedies with the DJJ December 12th letter and that the counties should await financial assistance from the legislature during the 2014 session before taking legal action.

10. Items added to the agenda.

11. Announcements.

12. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5505 **Proclamations 6.**

BCC Regular Meeting

Meeting Date: 01/02/2014

Issue: Adoption of Proclamations

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

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

A. Adopt the Proclamation commending and congratulating Eddie Wehmeier on his selection as the “Employee of the Month” for December 2013;

B. Adopt the Proclamation commending and congratulating Naomi Allen, Maggie Player, and Gillian Werner for their volunteerism, spirit of excellence and perseverance, and for their completion of their Soles4Soles service project that improved the lives of so many youths and others worldwide; and

C. Adopt the Proclamation extending the Board's appreciation and congratulations to the Pensacola Beach Chamber of Commerce for a job well done.

BACKGROUND:

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

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

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Proclamations

PROCLAMATION

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

WHEREAS, *Eddie Wehmeier, a Correctional Officer in the Corrections Department, began his employment with the County on July 28, 2008, and is selected for "Employee of the Month" for January 2014, for the standards of excellence that he has displayed in the performance of his duties; and*

WHEREAS, *Officer Wehmeier is assigned to the Court Services and Transportation Section; and*

WHEREAS, *Officer Wehmeier is a court-certified Spanish interpreter and constantly utilizes his abilities to help in court proceedings in a respectful, fair, and professional manner; and*

WHEREAS, *recently, Officer Wehmeier was given a major project to revise the Inmate Handbook and make it available to the inmates via electronic software. This required a Spanish version to also be available. Knowing that it would help the agency as a whole, when asked about assisting in the project, Officer Wehmeier enthusiastically took on this added task. He went above and beyond his duties to ensure that the English version of the handbook was properly translated; and*

WHEREAS, *Officer Wehmeier's positive attitude and professional actions ensure that the Corrections Department will continue to serve the public in a manner that values racial and ethnic diversity, cultural competency, and cultural sensitivity.*

NOW, THEREFORE, BE IT PROCLAIMED, *that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Correctional Officer Eddie Wehmeier on his selection as the "Employee of the Month" for January 2014.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman
District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: January 2, 2014

PROCLAMATION

***WHEREAS**, Soles4Souls, a global not-for-profit institution dedicated to fighting the devastating impact and perpetuation of poverty, has a simple mission: "To impact as many lives as possible with the gift of shoes"; and*

***WHEREAS**, Soles4Souls facilitates the donation of shoes which are used to aid the hurting worldwide; and*

***WHEREAS**, the Escambia County Solid Waste Management Department supports Soles4Souls by collecting and processing donated shoes and seeking local volunteers to organize and support shoe drives; and*

***WHEREAS**, Sustainability is part of the mission of the Recycling and Education Outreach Program of Escambia County, which encourages students to think globally and act locally. Community service is a part of their education to provide learning opportunities; and*

***WHEREAS**, Naomi Allen, Maggie Player, and Gillian Werner, seniors at Gulf Breeze High School and registered volunteers for Escambia County, planned and organized a service project beginning in April 2012 to collect shoes at area schools, churches, and civic clubs; and*

***WHEREAS**, Naomi, Maggie, and Gillian collected over 1,500 pairs of shoes, donated over 120 hours to this project, and coordinated with Soles4Souls to provide new shoes for 500 students at Warrington Elementary School and Century Carver Neighborhood Center, both located in low income areas of Escambia County; and*

***WHEREAS**, the service and commitment of Naomi Allen, Maggie Player, and Gillian Werner to the citizens of Escambia County and the many others who have and will be positively impacted by this project are greatly appreciated and hereby noted in the archives of this County.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Naomi Allen, Maggie Player, and Gillian Werner for their volunteerism, spirit of excellence and perseverance, and for their completion of this service project that improved the lives of so many youths and others worldwide.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman
District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

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

_____
Deputy Clerk

Adopted: January 2, 2014

PROCLAMATION

***WHEREAS**, the Pensacola Beach Chamber of Commerce (Beach Chamber) is a not-for-profit corporation committed to promoting, advancing, and stimulating civic, business, and commercial interests, and the general welfare on Pensacola Beach. The organization began in 1980 as the Pensacola Beach Businessmen's Association, becoming a Chamber of Commerce in 1984. Since then, its membership has increased 65%; and*

***WHEREAS**, throughout trying times such as hurricanes, recessions, and the oil spill, the Beach Chamber has had to rebuild but remained open and redoubled its efforts to serve its members and the community; and*

***WHEREAS**, the Santa Rosa Island Authority contracts with the Beach Chamber for the management of the James M. Sheffer Visitor's Information Center. For 20 years, the Beach Chamber has managed the Center, which serves 30,000 guests annually; and*

***WHEREAS**, tourism is a $1.2 billion industry that employs over 20,000 people in Escambia County. Pensacola Beach generates on average 46% of Tourist Development Taxes collected annually. The Beach Chamber supports tourism through promotion and information-sharing programs. The Beach Chamber membership is represented on tourism boards and in master planning at local, State, and regional events; and*

***WHEREAS**, the Beach Chamber, in an effort to bolster shoulder season revenues, created four new events in 2007: "Go Irish on the Island," "Taste of the Beach," "Art and Wine Festival," and "Season Your Holidays with Island Spirit." This past year celebrity chef Andrew Zimmer joined the Beach Chamber for "Taste of the Beach," bringing even more attention to Pensacola Beach. There were five individual events: "Lighted Boat Parade," "Surfing Santa Beach Parade," "Ugly Christmas Sweater Pub Crawl," two fireworks displays on New Years Eve, and the "Polar Bear Plunge." The Beach Chamber, along with playing a supporting role in the Blue Angels Air Show, supports a "Military Fishing Expedition" in May and partners with the Santa Rosa Island Authority to host fireworks on New Year's Eve and the Fourth of July; and*

***WHEREAS**, the Beach Chamber authored and received a BP Gulf Seafood and Tourism Promotion Grant request for $281,500 to market the "Taste of the Beach" to a regional audience. Thus, $400,000 over two years is dedicated to an advertising campaign promoting the event and Pensacola Beach.*

***NOW, THEREFORE BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, extends its appreciation and congratulations to the Pensacola Beach Chamber of Commerce for a job well done.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman
District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: January 2, 2014

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5499 **Proclamations 7.**

BCC Regular Meeting

Meeting Date: 01/02/2014

Issue: Adoption of Retirement Proclamations

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Retirement Proclamations.

Recommendation: That the Board adopt the following three Retirement Proclamations:

A. The Proclamation commending and congratulating Margaretta Frymire, Law Librarian, Corrections Department, on her retirement after 17 years of service;

B. The Proclamation commending and congratulating Larry Kent, Emergency Medical Specialist, Public Safety Department, on his retirement after 20 years of service; and

C. The Proclamation commending and congratulating Douglas Smith, Detention Deputy, Corrections Department, on his retirement after 17 years of service.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Retirement Proclamations

PROCLAMATION

WHEREAS, *Margaretta G. Frymire worked as a County employee very faithfully for 17 years, retiring as a Law Librarian with the Corrections Department, Jail Division.*

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

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to Margaretta G. Frymire for 17 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman, District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Adopted: January 2, 2014

PROCLAMATION

WHEREAS, *Larry T. Kent worked as a County employee very faithfully for 20 years, retiring as an Emergency Medical Specialist with the Public Safety Department, Emergency Medical Services Division.*

NOW, THEREFORE BE IT PROCLAIMED *that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Larry T. Kent on his retirement.*

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to Larry T. Kent for 20 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman, District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Adopted: January 2, 2014

PROCLAMATION

WHEREAS, *Douglas E. Smith worked as a County employee very faithfully for 17 years, retiring as a Detention Deputy with the Corrections Department, Jail Division.*

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

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to Douglas E. Smith for 17 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman, District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Adopted: January 2, 2014

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-5470 **Clerk & Comptroller's Report 9. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 01/02/2014
Issue: October 2013 TDT Collections Data
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of October 2013 TDT Collections Data

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the October 2013 returns received in the month of November 2013, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the second month of collections for the Fiscal Year 2013-2014; total collected for the October 2013 returns was $447,045.85; this is 3.10% increase over the October 2012 returns; total collections year to date are .42% less than the comparable time frame in Fiscal Year 2012-2013.

Attachments

October 2013 TDT Report

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

MEMORANDUM

TO: Honorable Board of County Commissioners

DATE: December 9, 2013

SUBJECT: Tourist Development Tax (TDT) Collections

RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the October 2013 returns received in the month of November 2013, as prepared by the Finance Department of the Clerk and Comptroller's Office. This is the second month of collections for the fiscal year 2014.

- ✓ Total collected for the month of October 2013 returns was $447,045.85. This is a 3.10% increase over the October 2012 returns.
- ✓ Total collections year to date are 0.42% less than the comparable time frame in Fiscal Year 2013.

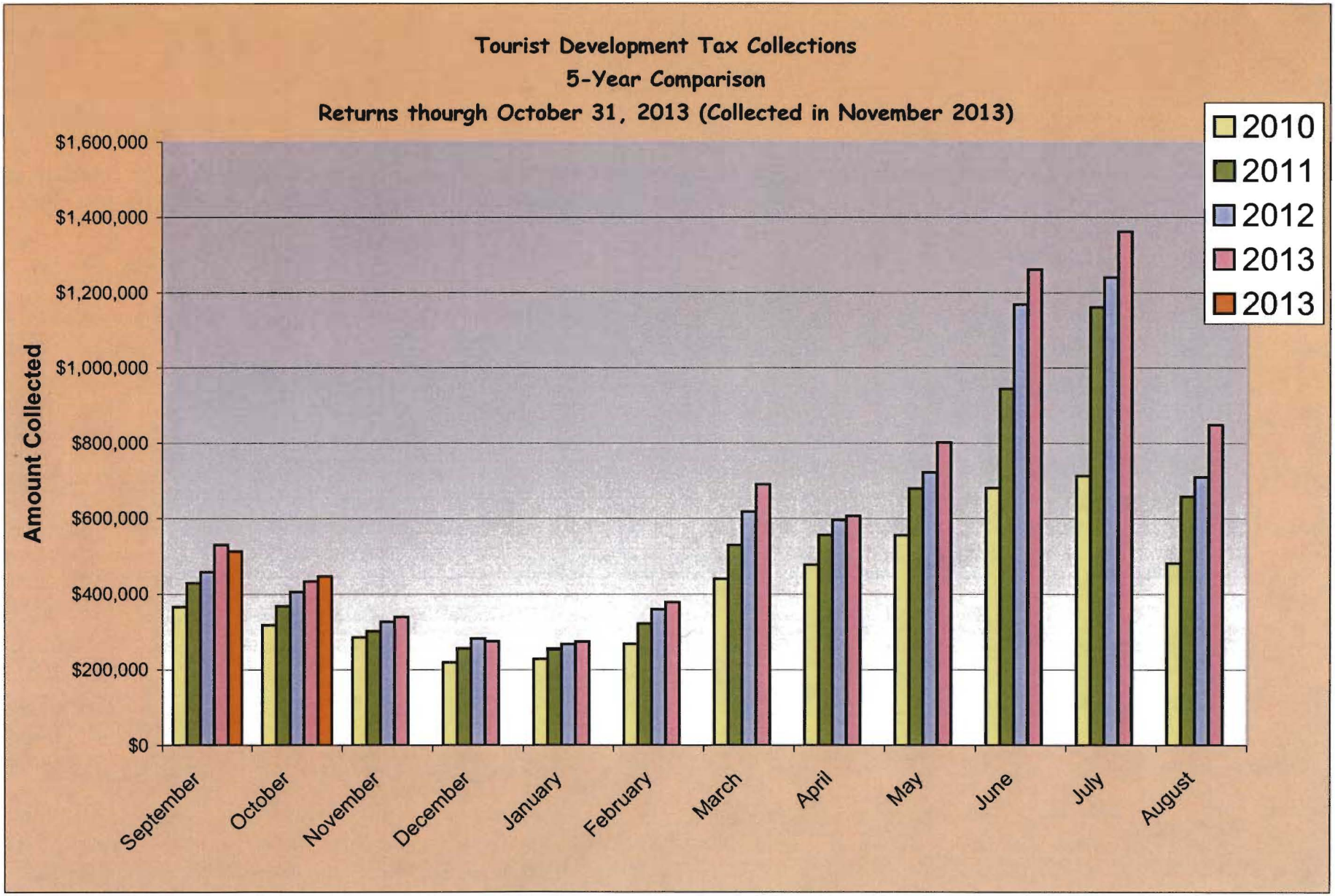
Please feel free to call me if you have any questions.

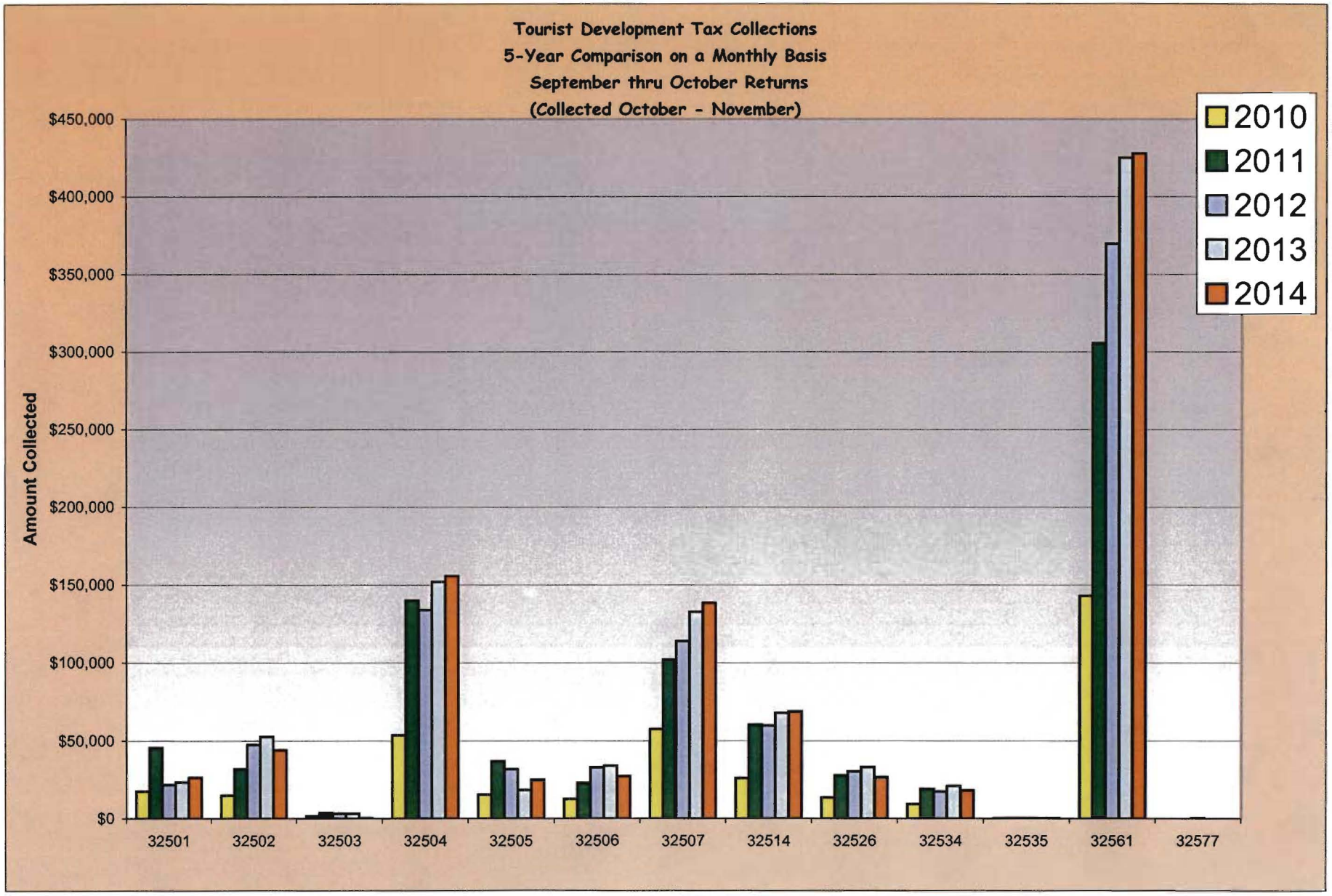
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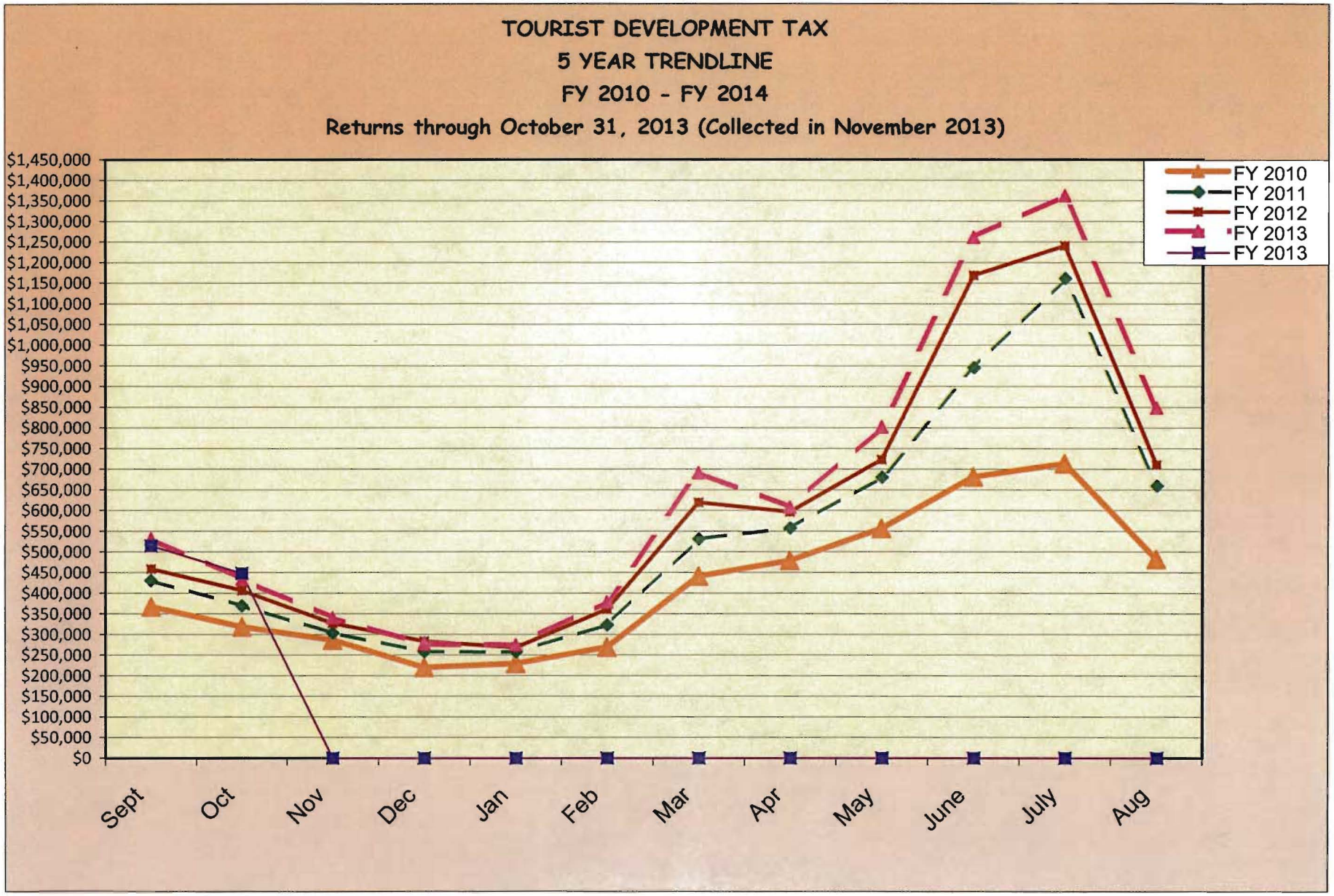
Finance • 221 Palafox Place • Suite 140 • Pensacola, FL 32502
Telephone 850-595-4830 • Finance@EscambiaClerk.com

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

Zip Code	Fiscal Year 2014 YTD Collected	Fiscal Year 2013 YTD Collected	Difference	% Change
32501	26,545	23,447	3,098	13%
32502	44,192	52,675	(8,483)	-16%
32503	412	3,232	(2,820)	-87%
32504	155,885	152,126	3,759	2%
32505	25,085	18,535	6,550	35%
32506	27,467	34,184	(6,717)	-20%
32507	138,619	132,816	5,803	4%
32514	69,069	67,962	1,107	2%
32526	26,850	33,301	(6,451)	-19%
32534	18,204	21,065	(2,861)	-14%
32535	449	376	73	19%
32561	427,879	424,946	2,933	1%
32562	-	-	-	0%
32577	-	-	-	0%
Total	**$ 960,656**	**$ 964,665**	**$ (4,009)**	**0%**


Tourist Development Tax Collections
5-Year Comparison
Returns thourgh October 31, 2013 (Collected in November 2013)
Amount Collected
$1,600,000
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
2010
2011
2012
2013
2013
September
October
November
December
January
February
March
April
May
June
July
August


Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
September thru October Returns
(Collected October - November)
Amount Collected
$450,000
$400,000
$350,000
$300,000
$250,000
$200,000
$150,000
$100,000
$50,000
$0
2010
2011
2012
2013
2014
32501
32502
32503
32504
32505
32506
32507
32514
32526
32534
32535
32561
32577


TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2010 - FY 2014
Returns through October 31, 2013 (Collected in November 2013)
$1,450,000
$1,400,000
$1,350,000
$1,300,000
$1,250,000
$1,200,000
$1,150,000
$1,100,000
$1,050,000
$1,000,000
$950,000
$900,000
$850,000
$800,000
$750,000
$700,000
$650,000
$600,000
$550,000
$500,000
$450,000
$400,000
$350,000
$300,000
$250,000
$200,000
$150,000
$100,000
$50,000
$0
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
June
July
Aug
FY 2010
FY 2011
FY 2012
FY 2013
FY 2013

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2014
AS OF NOVEMBER 30 2013

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/13	14,209	3%	21,773	4%	75	0%	76,053	15%	12,054	2%
11/13	12,336	3%	22,419	5%	337	0%	79,832	18%	13,031	3%
Total	$ 26,545	3%	$ 44,192	5%	$ 412	0%	$ 155,885	16%	$ 25,085	3%

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/13	13,722	3%	81,374	16%	34,895	7%	13,977	3%	9,085	2%
11/13	13,745	3%	57,245	13%	34,174	8%	12,873	3%	9,119	2%
Total	$ 27,467	3%	$ 138,619	14%	$ 69,069	7%	$ 26,850	3%	$ 18,204	2%

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/13	242	0%	236,153	46%	-	0%	-	0%	513,612	100%
11/13	208	0%	191,727	43%	-	0%	-	0%	447,046	100%
Total	$ 449	0%	$ 427,879	45%	$ -	0%	$ -	0%	960,656	100%

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2013
AS OF NOVEMBER 30, 2012

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/12	12,329	2%	27,713	5%	1,528	0%	73,197	14%	9,599	2%
11/12	11,118	3%	24,962	6%	1,704	0%	78,929	18%	8,936	2%
Total	$ 23,447	2%	$ 52,675	5%	$ 3,232	0%	$ 152,126	16%	$ 18,535	2%

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/12	15,753	3%	83,654	16%	33,847	6%	15,553	3%	9,695	2%
11/12	18,431	4%	49,162	11%	34,114	8%	17,748	4%	11,369	3%
Total	$ 34,184	4%	$ 132,816	14%	$ 67,962	7%	$ 33,301	3%	$ 21,065	2%

	Zip Code									
	32536		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/12	110	0%	248,089	47%	-	0%	-	0%	531,067	100%
11/12	267	0%	176,858	41%	-	0%	-	0%	433,598	100%
Total	$ 376	0%	$ 424,946	44%	$ -	0%	$ -	0%	$ 964,665	100%

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

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2005-2014									
Month Of Collection	**For The Month Of**	**2005**	**2006**	**2007**	**2008**	**2009**	**2010**	**2011**	**2012**	**2013**	2014
OCT	SEP	$248,504	$302,728	$245,125	$288,077	$277,444	$274,902	$321,850	$343,637	$398,300	**$385,209**
NOV	OCT	232,619	262,261	224,646	238,591	231,361	238,423	276,214	304,579	325,198	**335,284**
TOTAL		**$481,123**	**$564,989**	**$469,771**	**$526,668**	**$508,806**	**$513,325**	**$598,064**	**$648,216**	**$723,498**	**$720,494**

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

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2005-2014									
Month Of Collection	For The Month Of	2005	2006	2007	2008	2009	2010	2011	2012	2013	2013
OCT	SEP	$80,772	$100,760	$81,708	$96,026	$92,482	$91,634	$107,283	$114,546	$132,767	$128,403
NOV	OCT	77,125	87,266	74,882	79,530	77,120	79,474	92,072	101,526	108,399	111,761
	TOTAL	$157,896	$188,026	$156,590	$175,556	$169,602	$171,108	$199,355	$216,072	$241,166	$240,165

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-5478 **Clerk & Comptroller's Report 9. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 01/02/2014
Issue: November 2013 Investment Report
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of November 2013 Investment Report

That the Board accept, for filing with the Board's Minutes, the *Investment Portfolio Summary Report* for the month ended November 30, 2013, as required by Ordinance Number 95-13; on November 30, 2013, the portfolio market value was $197,209,879 and portfolio earnings totaled $221,670 for the month and $460,700 year-to-date; the short term portfolio yield was 0.15%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.03%; the long-term CORE portfolio achieved a total return of 0.17%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.12%.

Attachments

Nov 13 Investment Report



INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2013-2014
November 30, 2013

Prepared by:
Pam Childers
Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2013-2014
November 30, 2013

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value October 31, 2013	Market Value November 30, 2013
Bank Accounts	$ 10,898,369	$ 19,462,805
Money Market Accounts	29,951,866	24,849,534
State Board of Administration	30,143,271	47,148,362
Money Market Mutual Fund	222,093	99,130
U.S. Treasury Bond/Notes	26,523,287	29,546,852
Federal Agency Bond/Note	46,633,873	45,318,104
Municipal Bonds	8,302,611	8,285,917
Corporate Notes	20,930,022	19,449,648
Commercial Paper	3,049,033	3,049,527
Total Portfolio Assets:	$ 176,654,425	$ 197,209,879
Current Month Earnings:	**$ 239,030**	**$ 221,670**
Fiscal Year to Date Earnings:	**$ 239,030**	**$ 460,700**

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	October 31, 2013	November 30, 2013
Market Value	**$ 70,993,506**	**$ 91,460,701**
Month End Yield		
Short Term Portfolio Yield:	**0.17%**	**0.15%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	0.03%	0.03%
Weighted Average Days to Maturity		
Short Term Portfolio Yield:	**1 Day**	**1 Day**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	49 Days	49 Days
Fiscal YTD Earnings:	**$ 8,970**	**$ 18,420**

LONG TERM CORE PORTFOLIO:	October 31, 2013	November 30, 2013
Market Value	**$ 105,660,920**	**$ 105,749,178**
Month End Yield		
CORE Portfolio Yield to Maturity at Cost:	**1.04%**	**0.99%**
CORE Portfolio Yield to Maturity at Market:	**0.67%**	**0.66%**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.32%	0.29%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.58%	0.55%
Monthly Total Return Performance		
CORE Portfolio	**0.31%**	**0.17%**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.10%	0.09%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.25%	0.12%
Effective Duration (Years)		
CORE Portfolio	**2.48**	**2.54**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.89	1.81
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.69	2.61
Fiscal YTD Earnings:	**$ 230,060**	**$ 442,280**

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2013-2014
November 30, 2013

SHORT TERM INVESTMENT PORTFOLIO:

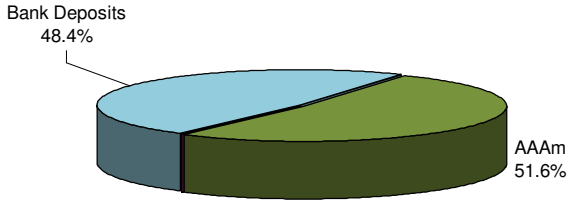
Month End Yield	
Short Term Portfolio Yield:	**0.15%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield	**0.03%**

Earnings		
Current Month Earnings:	**$**	**9,450**
Year-to-Date Earnings:	**$**	**18,420**

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	$ 19,462,805	21.3%
BB&T Money Market Account	9,783,171	10.7%
Servisfirst Money Market Account	15,066,363	16.5%
State Board of Administration	47,148,362	51.6%
Total Short Term Portfolio Assets:	**$ 91,460,701**	**100.0%**

Short Term Portfolio Credit Quality



LONG TERM INVESTMENT PORTFOLIO:

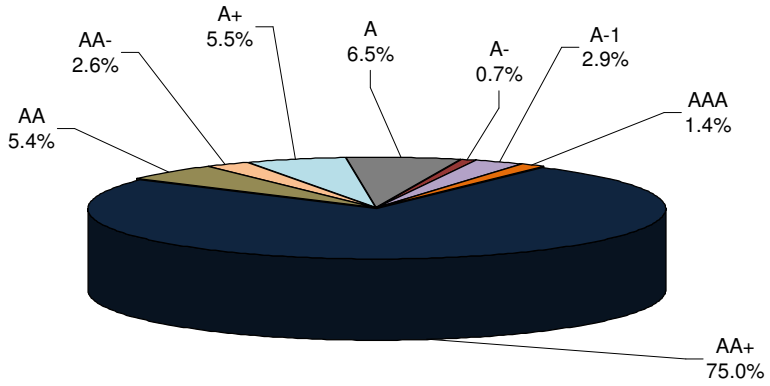
Month End Yield	
CORE Portfolio Yield to Maturity at Cost:	**0.99%**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	**0.29%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	**0.55%**

Earnings		
Current Month Earnings:	**$**	**212,220**
Year-to-Date Earnings:	**$**	**442,280**

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 29,546,852	27.9%
Federal Agency Bond / Note	45,318,104	42.9%
Municipal Obligations	8,285,917	7.8%
Corporate Note	19,449,648	18.4%
Commercial Paper	3,049,527	2.9%
Money Market Mutual Fund - Federated Government	99,130	0.1%
Total Long Term Core Portfolio Assets:	**$ 105,749,178**	**100.0%**

Long Term Core Portfolio Credit Quality



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2013-2014
November 30, 2013

Security Type		Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	$	47,148,362	23.9%	25%	Yes
United States Treasury Securities		29,546,852	15.0%	100%	Yes
Federal Instrumentalities		45,318,104	23.0%	100%	Yes
Certificates of Deposit/ Savings Accounts		24,849,534	12.6%	20%	Yes
Commercial Paper		3,049,527	1.5%	25%	Yes
Corporate Notes		19,449,648	9.9%	20%	Yes
State and/or Local Government Debt		8,285,917	4.2%	25%	Yes
Bank Accounts - Bank of America		19,462,805	9.9%	100%	Yes
Money Market Mutual Fund		99,130	0.1%	50%	Yes
Total Investment Holdings	**$**	**197,209,879**	**100.0%**		

Individual Issuer Breakdown		Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	$	47,148,362	23.9%	25%	Yes
United States Treasury Securities		29,546,852	15.0%	100%	Yes
Federal National Mortgage Association (FNMA)		23,541,777	11.9%	25%	Yes
Federal Home Loan Mortgage Corporation (FHLMC)		21,776,327	11.0%	25%	Yes
Branch Banking and Trust Money Market Account		9,783,171	5.0%	10%	Yes
SunTrust Now Money Market Account		-	0.0%	10%	Yes
Servisfirst Money Market Account		15,066,363	7.6%	10%	Yes
American Honda Finance		905,611	0.5%	5%	Yes
Anheuser-Busch Corporate Notes		2,010,004	1.0%	5%	Yes
Apple Inc. Corporate Notes		1,126,694	0.6%	5%	Yes
Bank of New York Mellon Corporate Notes		2,765,455	1.4%	5%	Yes
Caterpillar Corporate Notes		700,274	0.4%	5%	Yes
Coca-Cola Company		580,462	0.3%	5%	Yes
General Electric Corporate Notes		3,283,629	1.7%	5%	Yes
John Deere Corporate Notes		-	0.0%	5%	Yes
JP Morgan Chase Corporate Notes		3,012,006	1.5%	5%	Yes
Mitsubishi UFJ Financial Group		3,049,527	1.5%	5%	Yes
McDonald's Corporate Notes		1,106,706	0.6%	5%	Yes
Pepsico Corporate Notes		699,347	0.4%	5%	Yes
Toyota Corporate Notes		1,102,076	0.6%	5%	Yes
Wells Fargo &Company Corporate Notes		2,157,385	1.1%	5%	Yes
Michigan State Municipal Bond		1,053,062	0.5%	10%	Yes
Calleguas Water District, CA REV Bond		1,503,705	0.8%	10%	Yes
Pennsylvania State Municipal Bond		5,729,150	2.9%	10%	Yes
Money Market Mutual Fund - Federated Government		99,130	0.1%	25%	Yes
Bank Accounts - Bank of America		19,462,805	9.9%	100%	Yes
Total Investment Holdings	**$**	**197,209,879**	**100.0%**		

Pam Childers
Clerk of the Circuit Court and Comptroller, Escambia County
Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-5468 **Clerk & Comptroller's Report 9. 3.**
BCC Regular Meeting **Consent**
Meeting Date: 01/02/2014
Issue: Removal of Fixed Assets from Inventory
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Transfer of Machinery and Equipment to the Sheriff's Office

That the Board approve the transfer of equipment from the Board's Fixed Asset Inventory Records to the Escambia County Sheriff's Office, as of September 30, 2013, in the amount of $2,602,865.63.

Background:

These assets were purchased during Fiscal Year 2012-2013 with Local Option Sales Tax and Law Enforcement Trust funds, and are part of the Escambia County Sheriff's tangible property asset system. This property is still in use and, pursuant to Chapter 274.03, Florida Statutes, the Sheriff is the custodian of the tangible property of the Sheriff's Office.

Attachments

Sheriff Equipment

SELECTION CRITERIA: 1=1 expledgr.key_orgn like '54%' and expledgr.account in ('56401','56801')
ACCOUNTING PERIODS: 1/13 THRU 13/13

SORTED BY: FUND,TOTAL COST CNTR,1ST SUBTOTAL,ACCOUNT

TOTALED ON: FUND,TOTAL COST CNTR,1ST SUBTOTAL

PAGE BREAKS ON: FUND,TOTAL COST CNTR

FUND - 121 - LAW ENFORCEMENT TRUST FD
COST CENTER - 540103 - LAW ENFORCEMENT TRUST

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
56401 MACHINERY & EQUIPMENT									
121-52000-52100-54-5401-540103-540103 - LAW ENFORCEMENT TRUST									
56401 MACHINERY & EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
01/22/13	11-4				75,000.00			BA060-AMENDED FY13 BUDGET	
01/23/13	21-4		V5150	401748 HONORABLE DAVID		20,789.50	.00	EVIDENCE SFTWRE/WORDS	
01/23/13	21-4		V5150	401748 HONORABLE DAVID		6,620.00	.00	BARBED WIRE FENCE/A-1	
01/23/13	21-4		V5150	401748 HONORABLE DAVID		1,459.04	.00	VIDEO INSIGHT/ENCDR B	
01/23/13	21-4		V5150	401748 HONORABLE DAVID		1,229.00	.00	PEN PHOTO SUP/PRINTER	
03/26/13	21-6		V5721	401748 HONORABLE DAVID		1,772.00	.00	COMPUTER SFTWR/SHI	
03/26/13	21-6		V5721	401748 HONORABLE DAVID		20,789.50	.00	EVIDENCE SFTWR/WORD	
04/22/13	13-7				14,587.00			BA119- OVERPYMNT-> VENDOR	
05/14/13	21-8		V6189	401748 HONORABLE DAVID		30,205.00	.00	COPIERS/BERNEY OFFICE	
08/22/13	13-11				100,000.00			BA221-LW ENFRCMT ACT	
08/27/13	21-11		V7307	401748 HONORABLE DAVID		48,804.57	.00	AUDIO/VIDEO SYS-ALL P	
08/27/13	21-11		V7307	401748 HONORABLE DAVID		1,673.45	.00	SCAN SONAR/PORT SUPP	
08/27/13	21-11		V7307	401748 HONORABLE DAVID		3,796.50	.00	POLYGRAPH/LAFAYETTE	
08/27/13	21-11		V7307	401748 HONORABLE DAVID		7,275.60	.00	COASTAL EQUIP/LIFTS	
08/27/13	21-11		V7307	401748 HONORABLE DAVID		17,555.56	.00	SPEC PROD/BODY ARMOR	
09/25/13	21-12		V7611	401748 HONORABLE DAVID		2,785.40	.00	COASTAL EQUIP/LIFTS	
10/08/13	21-13		V7773	401748 HONORABLE DAVID		4,631.00	.00	BREACH DOOR ASSY/RANG	
TOTAL MACHINERY & EQUIPMENT					189,587.00	169,386.12	.00		20,200.88
TOTAL 1ST SUBTOTAL -					189,587.00	169,386.12	.00		20,200.88
TOTAL TOTAL COST CNTR - LAW ENFORCEMENT TRU					189,587.00	169,386.12	.00		20,200.88
TOTAL FUND - LAW ENFORCEMENT TRUST FD					189,587.00	169,386.12	.00		20,200.88

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

ESCAMBIA COUNTY BOCC
EXPENDITURE AUDIT TRAIL

SELECTION CRITERIA: 1=1 expledgr.key_orgn like '54%' and expledgr.account in ('56401','56801')
ACCOUNTING PERIODS: 1/13 THRU 13/13

SORTED BY: FUND,TOTAL COST CNTR,1ST SUBTOTAL,ACCOUNT

TOTALED ON: FUND,TOTAL COST CNTR,1ST SUBTOTAL

PAGE BREAKS ON: FUND,TOTAL COST CNTR

FUND - 352 - LOST III
COST CENTER - 540115 - SHERIFFS CAP PROJECTS

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
56401 MACHINERY & EQUIPMENT									
352-52000-52100-54-5401-540115-540115 - SHERIFFS CAP PROJECTS									
56401 MACHINERY & EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
09/28/12	11-1				3,181,818.00			POSTED FROM BUDGET SYSTEM	
11/14/12	21-2		V4449	401748 HONORABLE DAVID		320,367.00	.00	IMPALAS/TAHOES/GARBER	
11/14/12	21-2		V4449	401748 HONORABLE DAVID		520.40	.00	TAHOE TAGS/TITLES	
11/14/12	21-2		V4449	401748 HONORABLE DAVID		520.40	.00	VEHICLE TAGS/TITLES	
11/14/12	21-2		V4449	401748 HONORABLE DAVID		390.30	.00	VEHICLE TAGS/TITLES	
11/14/12	21-2		V4449	401748 HONORABLE DAVID		5,730.00	.00	MOBILE PRINT/GOVCONN	
11/14/12	21-2		V4449	401748 HONORABLE DAVID		520.40	.00	TAHOES TAGS/TITLES	
11/14/12	21-2		V4449	401748 HONORABLE DAVID		520.40	.00	VEHICLE TAGS/TITLES	
11/14/12	21-2		V4449	401748 HONORABLE DAVID		9,430.00	.00	POWER ADAPT/READ/CDW	
11/14/12	21-2		V4449	401748 HONORABLE DAVID		3,651.94	.00	REFLECT DECAL/TUBELGT	
11/14/12	21-2		V4449	401748 HONORABLE DAVID		731.90	.00	DECALS/CARS/PRIDE ENT	
11/14/12	21-2		V4449	401748 HONORABLE DAVID		1,130.17	.00	RELAY ACC/CARS/ATI	
11/14/12	21-2		V4449	401748 HONORABLE DAVID		27,512.00	.00	38 SUV VAULT/CARS/AAA	
11/14/12	21-2		V4449	401748 HONORABLE DAVID		390.30	.00	IMPALA TAGS/TITLES	
11/14/12	21-2		V4449	401748 HONORABLE DAVID		2,156.00	.00	VENT VISORS/TAHOE/A-1	
11/14/12	21-2		V4449	401748 HONORABLE DAVID		520.40	.00	TAHOE TAGS/TITLES	
12/18/12	21-3		V4843	401748 HONORABLE DAVID		283,920.00	.00	CAMERAS/WATCHGUARD	
12/18/12	21-3		V4843	401748 HONORABLE DAVID		286,981.20	.00	(11)2013 TAHOE/GARBER	
12/18/12	21-3		V4843	401748 HONORABLE DAVID		206,285.67	.00	VEHICLE ACCESS/DANA	
12/18/12	21-3		V4843	401748 HONORABLE DAVID		234,802.80	.00	(9)2013 TAHOES/GARBER	
12/18/12	21-3		V4843	401748 HONORABLE DAVID		92,654.11	.00	(54)LAPTOPS/CAR/TEKLI	
12/18/12	21-3		V4843	401748 HONORABLE DAVID		780.60	.00	VEHICLE TAGS/TITLES	
12/18/12	21-3		V4843	401748 HONORABLE DAVID		4,224.97	.00	TIES/WIRE/CARS/KENT	
12/18/12	21-3		V4843	401748 HONORABLE DAVID		390.30	.00	TAHOE TAGS/TITLES	
12/18/12	21-3		V4843	401748 HONORABLE DAVID		16,808.00	.00	MOBILE PRINTERS/GOVCO	
12/18/12	21-3		V4843	401748 HONORABLE DAVID		18,030.92	.00	RUMBLER SIREN AMP/LES	
12/18/12	21-3		V4843	401748 HONORABLE DAVID		12,026.96	.00	CISCO NETWORK/TEKLINK	
12/18/12	21-3		V4843	401748 HONORABLE DAVID		13,578.00	.00	PARTITIONS/PORTABLE	
12/18/12	21-3		V4843	401748 HONORABLE DAVID		2,437.16	.00	DESK,BOOKCASE/HON	
01/15/13	21-4		V5035	401748 HONORABLE DAVID		208,836.00	.00	(8) 2013 TAHOE/GARBER	
01/15/13	21-4		V5035	401748 HONORABLE DAVID		780.60	.00	6-TAG/TITLE TAX COLL	
01/15/13	21-4		V5035	401748 HONORABLE DAVID		2,662.22	.00	VEH ACCESSORIES/DATA	
01/15/13	21-4		V5035	401748 HONORABLE DAVID		3,193.56	.00	3-LAPTOP/IMPALA/DANA	
01/15/13	21-4		V5035	401748 HONORABLE DAVID		22,718.80	.00	CNTRL HD SFTW/MOTOROL	
01/15/13	21-4		V5035	401748 HONORABLE DAVID		2,120.78	.00	DESK/BOOKCASE/HON CO	

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: 1=1 expledgr.key_orgn like '54%' and expledgr.account in ('56401','56801')
ACCOUNTING PERIODS: 1/13 THRU 13/13

SORTED BY: FUND,TOTAL COST CNTR,1ST SUBTOTAL,ACCOUNT

TOTALED ON: FUND,TOTAL COST CNTR,1ST SUBTOTAL

PAGE BREAKS ON: FUND,TOTAL COST CNTR

FUND - 352 - LOST III
COST CENTER - 540115 - SHERIFFS CAP PROJECTS

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
56401 MACHINERY & EQUIPMENT (cont'd)									
01/22/13	13-4				101,213.00			BA069-INS PROC EQUIP DMGD	
02/12/13	21-5		V5268	401748 HONORABLE DAVID		22,345.00	.00	PAINT CHEVS/SANDY SAN	
02/12/13	21-5		V5268	401748 HONORABLE DAVID		26,425.00	.00	PAINT/TINT/PETE MOORE	
02/12/13	21-5		V5268	401748 HONORABLE DAVID		5,783.00	.00	VEH ACCESS/AMER ALUM	
03/26/13	21-6		V5721	401748 HONORABLE DAVID		5,523.97	.00	VEH ACCESSORIES/CES	
03/26/13	21-6		V5721	401748 HONORABLE DAVID		18,353.50	.00	LAPTOP MOUNTS/DANA	
03/26/13	21-6		V5721	401748 HONORABLE DAVID		8,500.00	.00	AC UNIT/MCNORTON MECH	
03/26/13	21-6		V5721	401748 HONORABLE DAVID		1,500.00	.00	BRACKET SYS/ESC WELD	
04/22/13	13-7				47,553.00			BA119- OVERPYMNT-> VENDOR	
05/14/13	21-8		V6189	401748 HONORABLE DAVID		80,046.00	.00	(3)2013 CHEV CAPRICE	
05/14/13	21-8		V6189	401748 HONORABLE DAVID		390.30	.00	3-TAG/TITLE TAX COLL	
06/04/13	21-9		V6412	401748 HONORABLE DAVID		650.50	.00	CHEVY CAPRI/TAGS	
06/04/13	21-9		V6412	401748 HONORABLE DAVID		3,880.00	.00	PAINT CHEVS/SANDY SAN	
06/04/13	21-9		V6412	401748 HONORABLE DAVID		145,124.40	.00	(5)2013CAPRICE/GARBER	
07/02/13	21-10		V6709	401748 HONORABLE DAVID		33,675.00	.00	5 INCAR CAMERAS/WATCH	
07/02/13	21-10		V6709	401748 HONORABLE DAVID		3,720.00	.00	PAINT/TINT/PETE MOORE	
07/30/13	21-10		V7012	401748 HONORABLE DAVID		38,545.96	.00	VEH ACCESSORIES/DANA	
08/27/13	21-11		V7307	401748 HONORABLE DAVID		3,091.20	.00	WINDSHIELD(7)/DANA	
08/27/13	21-11		V7307	401748 HONORABLE DAVID		23,007.50	.00	2013CHEVEQUIN/PETE M	
08/27/13	21-11		V7307	401748 HONORABLE DAVID		2,384.20	.00	4 SLIDE CAGES/DANA	
08/27/13	21-11		V7307	401748 HONORABLE DAVID		5,580.00	.00	PAINT&TINT/SANDA SANS	
08/27/13	21-11		V7307	401748 HONORABLE DAVID		28,055.00	.00	2013FORDEDGE/AUTONATI	
08/27/13	21-11		V7307	401748 HONORABLE DAVID		390.30	.00	3-TAG/TITLE TAX COLL	
09/10/13	21-12		V7413	401748 HONORABLE DAVID		47,877.74	.00	20 RADIOS/MOTOROLA S	
09/25/13	21-12		V7611	401748 HONORABLE DAVID		2,523.58	.00	7 SIRENS/DANA SAFETY	
09/25/13	21-12		V7611	401748 HONORABLE DAVID		795.60	.00	7 TAGS/TAX COLLECTOR	
09/25/13	21-12		V7611	401748 HONORABLE DAVID		63,000.00	.00	(7)2013HARLEYS/HDPENS	
09/25/13	21-12		V7611	401748 HONORABLE DAVID		2,300.00	.00	5 SIRENS/LAW ENF SUPP	
10/08/13	21-13		V7773	401748 HONORABLE DAVID		6,776.00	.00	WHLCHRLIFT/SPECLTYVEH	
10/08/13	21-13		V7773	401748 HONORABLE DAVID		1,650.00	.00	RETROFIT KIT/MOTOROLA	
10/08/13	21-13		V7773	401748 HONORABLE DAVID		40,500.50	.00	13FORDFUSION/HC FORD	
10/08/13	21-13		V7773	401748 HONORABLE DAVID		23,761.00	.00	13TOYOTACAMRY/AJCHEV	
TOTAL	MACHINERY & EQUIPMENT				3,330,584.00	2,433,479.51	.00		897,104.49
TOTAL 1ST SUBTOTAL -					3,330,584.00	2,433,479.51	.00		897,104.49
TOTAL TOTAL COST CNTR - SHERIFFS CAP PROJEC					3,330,584.00	2,433,479.51	.00		897,104.49
TOTAL FUND - LOST III					3,330,584.00	2,433,479.51	.00		897,104.49

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: 1=1 expledgr.key_orgn like '54%' and expledgr.account in ('56401','56801')
ACCOUNTING PERIODS: 1/13 THRU 13/13

SORTED BY: FUND,TOTAL COST CNTR,1ST SUBTOTAL,ACCOUNT

TOTALED ON: FUND,TOTAL COST CNTR,1ST SUBTOTAL

PAGE BREAKS ON: FUND,TOTAL COST CNTR

FUND - 352 - LOST III
COST CENTER - 540115 - SHERIFFS CAP PROJECTS

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
56401 MACHINERY & EQUIPMENT									
TOTAL REPORT					3,520,171.00	2,602,865.63	.00		917,305.37

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

Pam Childers
Clerk of the Circuit Court and Comptroller, Escambia County
Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-5462 **Clerk & Comptroller's Report 9. 4.**
BCC Regular Meeting **Consent**
Meeting Date: 01/02/2014
Issue: Acceptance of Documents
From: Doris Harris, Deputy Clerk to the Board
Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. The original *Multi-Year Joint Participation Agreement Notification of Funding LOA #33*, as executed by the Vice Chairman on October 18, 2013, based on the Board's September 15, 2011, approval of Public Transportation Joint Participation Agreement Number 421368284, and received in the Clerk to the Board's Office on December 6, 2013;

B. The *Santa Rosa Island Authority, A Component Unit of Escambia County, Florida, Financial Statements and Supplementary Information September 30, 2013 and 2012,* as prepared and audited by Carr Riggs & Ingram, LLC, Certified Public Accountants and Advisors, and received in the Clerk to the Board's Office on December 13, 2013;

C. The *Pensacola-Escambia County Promotion and Development Commission Pensacola, Florida, Financial Statements September 30, 2013*, as prepared and audited by Saltmarsh, Cleaveland & Gund, Certified Public Accountants and Consultants, and received in the Clerk to the Board's Office on December 13, 2013; and

D. Closing documents relating to the purchase of property, located at 3810 Frontera Circle, from George E. Thomas, as approved by the Board on May 2, 2013, and received in the Clerk to the Board's Office on December 18, 2013.

Attachments

Notification of Funding LOA #33
SRIA Financial Statement
PEDC Financial Statement
3810 Frontera Circle Closing Documents

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-35. Approval of Various Consent Agenda Items – Continued

28. Taking the following action concerning Public Transportation Joint Participation Agreement (JPA) Number 421368284, providing Fiscal Year 2011-2012 Section 5311 Non-Urbanized Area Formula Program Grant funding to Escambia County Area Transit (ECAT) (Funding Source: Fund 104, Mass Transit – no additional cost to the County):

A. Approving the Public Transportation JPA No. 421368284, providing for Florida Department of Transportation participation, in the amount of $123,430, of Fiscal Year 2012 funding to ECAT;

B. Adopting the Resolution *(R2011-145)* authorizing the application and acceptance of these funds; and

C. Authorizing the Chairman to execute the Resolution, Public Transportation JPA, and all other required documents pertaining to this JPA, including notifications of funding, without further action of the Board.

29. Taking the following action concerning Public Transportation Joint Participation Agreement (JPA) Number 43028718401, providing Fiscal Year 2011-2012 Service Development Grant funding to Escambia County Area Transit (ECAT) (Funding Source: Fund 104, Mass Transit – no additional cost to the County):

A. Approving the Public Transportation JPA No. 43028718401, providing for Florida Department of Transportation participation, in the amount of $1,498,333, of Fiscal Year 2012 funding to ECAT;

B. Adopting the Resolution *(R2011-146)* authorizing the application and acceptance of these funds; and

C. Authorizing the Chairman to execute the Resolution, Public Transportation JPA, and all other required documents pertaining to this JPA, including notifications of funding, without further action of the Board.

ESCAMBIA COUNTY ADMINISTRATION
TRANSMITTAL MESSAGE

Date: 12-06-2013

TO: Doris Harris, Deputy Clerk

BCC: 09-15-2011

CAR II-28 Multi-Year Joint Participation Agreement, Notification of Funding LOA #33

Please Initial and Date
Below on Line Provided

jw 12/06/2013 Judy Witterstaeter, Program Coordinator, County Administration

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

Thank you.

dch Doris Harris, Deputy Clerk

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2013 DEC -6 A 9:9
CLERK OF THE BOARD
COUNTY COMMISSION

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

PENSACOLA BEACH
SANTA ROSA ISLAND AUTHORITY

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2013 DEC 13 A 11:31
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

December 13, 2013

Escambia County
Clerk of the Circuit Court
221 Palafox Place Suite 140
Pensacola, FL 32502
Attn: Pam Childers

Dear Mrs. Childers:

Enclosed is the final of Santa Rosa Island Authority's Component Unit Financial Statements for Fiscal Year 2012/2013.

If you have questions or concerns, please call me.

Sincerely,

Dottie Ford

Dottie Ford
Director of Finance

Enclosures

cc: Mr. Buck Lee

Santa Rosa Island Authority

A Component Unit of
Escambia County, Florida

Financial Statements and
Supplementary Information

September 30, 2013 and 2012

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)

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CRI CARR RIGGS & INGRAM
CPAs and Advisors

Carr, Riggs & Ingram, LLC
Certified Public Accountants
500 Grand Boulevard
Suite 210
Miramar Beach, Florida 32550

(850) 837-3141
(850) 654-4619 (fax)
CRIcpa.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors and Chief Executive Officer
Santa Rosa Island Authority
Pensacola, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the business-type activities Santa Rosa Island Authority (hereinafter referred to as "Authority"), as of and for the years ended September 30, 2013 and 2012, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities of the Authority as of September 30, 2013 and 2012, and the respective changes in financial position and cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Schedule of Funding Progress – Other Post-Employment Benefits, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial

reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted Management Discussion and Analysis that accounting principles generally accepted in the United States of America requires to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise Authority's basic financial statements. The Schedules of Revenues and Expenses – Budget and Actual are presented for purposes of additional analysis and are not a required part of the basic financial statements. The schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information, except for that portion marked "unaudited," on which we express no opinion, has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated December 10, 2013, on our consideration of the Authority's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

Carr, Riggs & Ingram, L.L.C.

Miramar Beach, Florida
December 10, 2013

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)

Statements of Net Position

September 30,	**2013**	2012
Assets		
Current assets		
Cash and short-term investments	**$ 1,716,690**	$ 2,255,270
Accounts receivable, net	**323,262**	381,366
Unbilled receivables	**124,696**	124,696
Due from other governments	**43,138**	114,432
Prepaid expenses	**78,778**	80,479
Total current assets	**2,286,564**	2,956,243
Noncurrent assets		
Capital funds contingency - cash	**1,673,453**	578,953
Cash and short-term investments - restricted	**3,115,362**	4,185,561
Investments - unrestricted	**1,509,056**	1,503,026
Investments - restricted	**25,992**	53,776
Capital assets, net	**11,748,364**	13,170,779
Total noncurrent assets	**18,072,227**	19,492,095
Total assets	**$ 20,358,791**	$ 22,448,338

(continued)

See accompanying notes to financial statements

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)

Statements of Net Position (Continued)

September 30,	2013	2012
Liabilities		
Current liabilities		
Accounts payable	$ 256,030	$ 296,377
Accrued payroll	56,847	39,620
Other accrued liabilities	40,390	44,886
Due to Escambia County	-	69,934
Prepaid revenue	623,026	1,000,751
Interagency loan - Escambia County	100,000	100,000
Obligations under capital leases	39,128	68,378
Total current liabilities	1,115,421	1,619,946
Noncurrent liabilities		
Compensated absences	242,190	239,514
Unearned consideration fees	618,952	632,640
Interagency loan - Escambia County	-	100,000
Obligations under capital leases	72,984	112,124
Obligation for other postemployment benefits	153,500	136,424
Total noncurrent liabilities	1,087,626	1,220,702
Total liabilities	2,203,047	2,840,648
Net position		
Net investment in capital assets	11,536,244	12,790,277
Restricted for island improvements - Portofino	2,186,199	2,187,727
Restricted for beach improvement - Escambia County	7	439,825
Restricted for capital improvement - Escambia County	193,493	204,345
Restricted for Quietwater restoration - BP	175,379	381,859
Restricted for other	54,885	115,184
Unrestricted	4,009,537	3,488,473
Total net position	18,155,744	19,607,690
Total liabilities and net position	$ 20,358,791	$ 22,448,338

See accompanying notes to financial statements

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)

Statements of Activities

Years ended September 30,	2013	2012
Operating revenues		
Lease fees		
Commercial	$ 4,843,020	$ 4,564,970
Residential	2,837,890	2,878,820
Interest income	33,611	31,915
Other operating revenue	78,553	186,830
Total operating revenues	7,793,074	7,662,535
Operating expenses		
Personal services	3,207,108	3,131,671
Contractual and professional services	505,054	390,522
Supplies	317,509	308,462
Repairs and maintenance	84,816	75,611
Utilities	294,430	253,575
Advertising and promotion	789,245	520,954
Capital outlay	677,443	317,029
Other operating expense	454,110	410,990
Total operating expenses before depreciation	6,329,715	5,408,814
Depreciation	1,083,607	1,113,796
Total operating expenses	7,413,322	6,522,610
Operating income	379,752	1,139,925
Non-operating revenues (expenses)		
Federal grant projects revenue	20,316	-
State grant projects revenue	38,261	41,759
BP Exploration & Production grant projects revenue	354,917	-
BP Exploration & Production grant projects expense	(354,917)	-
Beach re-nourishment expenses	(102,600)	(112,100)
Island improvement expenses	(500,065)	(64,839)
Payments to Escambia County - pledged revenues	(600,000)	(600,000)
Payments to Escambia County - fire and rescue	(200,000)	(200,000)
Interest expense	(13,189)	(14,510)
Gain on disposal of assets	31,265	47,335
Impairment loss	(562,381)	-
Other income	56,695	85,994
Non-operating revenues (expenses), net	(1,831,698)	(816,361)
Change in net position	(1,451,946)	323,564
Net position, beginning of year	19,607,690	19,284,126
Net position, end of year	$ 18,155,744	$ 19,607,690

See accompanying notes to financial statements.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)

Statements of Cash Flows

Years ended September 30,	2013	2012
Operating activities		
Cash received from lessees	**$ 7,414,682**	$ 7,773,569
Bridge administration fees - Escambia County, net	**-**	37,500
Payments to vendors	**(3,169,632)**	(2,191,203)
Payments to employees	**(3,170,129)**	(3,109,572)
Net cash provided (used) by operating activities	**1,074,921**	2,510,294
Noncapital financing activities		
Payments to Escambia County	**(869,934)**	(797,667)
Interagency loan - Escambia County	**(100,000)**	200,000
BP Exploration & Production grant revenue received	**400,000**	-
Donations received	**56,695**	25,994
Payments for other non-operating expenses	**(957,582)**	(176,939)
Net cash provided (used) by noncapital financing activities	**(1,470,821)**	(748,612)
Capital and related financing activities		
Acquisition and construction of capital assets	**(225,364)**	(665,357)
Proceeds from sale of capital assets	**33,056**	53,056
Cash received from other governments	**129,871**	28,192
Interest payments	**(9,306)**	(14,510)
Payments on obligations under capital lease	**(68,390)**	(42,097)
Net cash provided (used) by capital and related financing activities	**(140,133)**	(640,716)
Investing activities		
Sales of investments	**1,533,792**	-
Purchase of investments	**(1,512,038)**	(1,504,601)
Net cash provided (used) by investing activities	**21,754**	(1,504,601)
Net change in cash and short-term investments	**(514,279)**	(383,635)
Cash and short-term investments, beginning of year	**7,019,784**	7,403,419
Cash and short-term investments, end of year	**$ 6,505,505**	$ 7,019,784

(continued)

See accompanying notes to financial statements.

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)

Statements of Cash Flows (Continued)

Years ended September 30,	2013	2012
Reconciliation of operating income to net cash provided (used) by operating activities		
Operating income	**$ 379,752**	$ 1,139,925
Adjustments to reconcile operating income to net cash provided (used) by operating activities:		
Depreciation	**1,083,607**	1,113,796
Other postemployment benefit obligation	**17,076**	17,152
Changes in operating assets and liabilities:		
Accounts and unbilled receivables	**58,104**	(43,453)
Prepaid expenses	**1,701**	27,964
Accounts payable	**(44,230)**	111,336
Accrued payroll	**17,227**	4,199
Other accrued liabilities	**(4,496)**	(53,360)
Compensated absences	**2,676**	748
Deferred revenue	**(436,496)**	191,987
Net cash provided (used) by operating activities	**$ 1,074,921**	$ 2,510,294
Cash reconciliation		
Cash and short-term investments	**$ 1,716,690**	$ 2,255,270
Capital funds contingency - cash	**1,673,453**	578,953
Cash and short-term investments - restricted	**3,115,362**	4,185,561
Cash and short-term investments, end of year	**$ 6,505,505**	$ 7,019,784

See accompanying notes to financial statements.

NOTE 1 - ORGANIZATION

The Santa Rosa Island Authority ("Authority"), exists pursuant to the provisions of Chapter 24500, Laws of Florida, Special Acts of 1947, as amended. The Authority is the governing body of a portion of Santa Rosa Island and consists of five members appointed by the Board of County Commissioners of Escambia County, and one member elected by the leaseholders of Santa Rosa Island. The Authority has been constituted a body corporate and an agency of Escambia County and, accordingly, meets the criteria of a component unit and will be included in the Basic Financial Statements of Escambia County, Florida.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The Authority maintains its books and records under the accrual method of accounting. Under this method, revenues are recognized when earned rather than when received, and related expenses are recognized when they are incurred rather than when paid. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The Authority classifies fund equity into three components – net investment in capital assets; restricted; and unrestricted. These classifications are defined as follows:

Net investment in capital assets – This component of fund equity consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds is not included in the calculation of invested in capital assets, net of related debt. Rather, that portion of the debt is included in the same fund equity component as the unspent proceeds.

Restricted – This component of fund equity consists of constraints placed on fund equity imposed by creditors (such as through debt covenants), contributors, or laws or regulations of other governments, or constraints imposed by law through constitutional provisions or enabling legislation.

Unrestricted – This component of fund equity consists of fund equity that does not meet the definition of "restricted" or "invested in capital assets, net of related debt".

The Authority is accounted for as an enterprise fund. Enterprise funds are used to account for operations (a) that are financed and operated in a manner similar to private business enterprises, where the intent of the governing body is that costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes. The Authority complies with generally accepted accounting principles (GAAP) and applies all relevant Governmental Accounting Standards Board (GASB) pronouncements.

Enterprise funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with an enterprise fund's principal ongoing operations. The principal operating revenues of the Authority are lease fees and related charges. Operating expenses of the Authority include personal services, contractual and professional services, supplies, repairs and maintenance, utilities, advertising and promotions, other expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Restricted Assets

Certain assets of the Authority are restricted for use by agreements with third-parties or by bond indenture; thus, they are not available to be used at management's discretion. These restrictions include self-insurance reserves, contributions from other governments, and assets restricted for beach re-nourishment and certain capital improvements as further discussed in Note 7.

When both restricted and unrestricted resources are available for use, it is the Authority's policy to use restricted resources first, then unrestricted resources as they are needed.

General Budget Policies

Prior to the beginning of each fiscal year, the Executive Director submits an operating budget to the Authority Board. The budget includes proposed expenses necessary for operation of the Authority and estimated revenues available to finance those expenses. Once approved by the Authority Board, the budget is submitted for approval by the Board of County Commissioners of Escambia County. The legal level of budgetary control is by total expenditures. Any amendments that alter total expenditures must be approved by the Authority Board and the Board of County Commissioners of Escambia County. All appropriations lapse at year end.

The budget is prepared on a basis that differs from generally accepted accounting principles as follows:

A. The budget does not include a provision for depreciation expense or for gain or loss from disposal of capital assets.

B. The budget includes a provision for capital outlay, which is not included in the results of operations under generally accepted accounting principles, except for certain non-capital items expensed by the Authority.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash and Short-term Investments

For purposes of the statement of cash flows, the Authority considers all highly liquid debt instruments with a maturity of three months or less when purchased to be cash equivalents, excluding investments in the Local Government Surplus Funds Trust Fund Investment Pool.

Capital Assets

Capital assets are defined by the Authority as assets with an initial/individual cost of more than $1,000 and an estimated useful life in excess of two years. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Upon being placed into service, property, plant and equipment of the Authority are depreciated using the straight-line method over the following estimated useful lives:

	Years
Transportation equipment, maintenance equipment, office equipment, miscellaneous	3 - 10
Parking lots, landscaping, sidewalks, boardwalks, outdoor lighting, piers, boat basin, boat ramp, walkovers	20
Streets, buildings, shelters	30 - 40

Compensated Absences

It is the Authority's policy to permit employees to accumulate a limited amount of earned but unused annual leave and, for those employees who have achieved retirement age or are entitled under a negotiated contract, a limited amount of earned but unused sick leave. Accordingly, the Authority records an accrual for earned but unused annual leave and sick leave.

Lease Fees

Lease fees, including consideration fees, are generally recognized as income over the lease term as it becomes receivable according to the provisions of the lease. Lease fees received but not yet earned according to the provisions of the lease are recorded as deferred revenue. The Authority has agreed to bill certain lease fees quarterly or monthly even though the full amount is due at the beginning of the renewal year. Amounts due from year-end through the lease renewal date are reflected as unbilled receivables on the accompanying Statements of Net Position.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Deferred Outflows/Inflows of Resources

In addition to assets, the statements of net position will sometimes include a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources,* represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The Authority does not have any of this type of item at September 30, 2013

In addition to liabilities, the statements of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources,* represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Authority does not have any of this type of item at September 30, 2013.

Other Post-Employment Benefits

The Authority utilizes uniform reporting standards for other postemployment benefit (OPEB) expense and related liabilities, note disclosures, and required supplementary information (RSI) in annual financial reports of governmental entities. See Note 11 for a description of the OPEB expenses and liabilities.

NOTE 3 – CASH AND INVESTMENTS

The Authority maintains deposits with "Qualified Public Depositories" as defined in Chapter 280, Florida Statutes. All Qualified Public Depositories must place with the Treasurer of the State of Florida securities in accordance with collateral requirements determined by the State's Chief Financial Officer. In the event of default by a Qualified Public Depository, the State Treasurer will pay public depositors all losses. Losses in excess of insurance and collateral will be paid through assessments between all Qualified Public Depositories.

Under this method, all of the Authority's deposits are fully insured or collateralized at the highest level of security as defined by GASB, Statement Number 40, *Deposits and Investment Disclosures (An Amendment of GASB, Statement Number 3).*

The Authority is authorized to invest in financial instruments as established by Section 218.415, Florida Statutes. The authorized investments include among others negotiable direct or indirect obligations which are secured by the United States Government; the Local Government Surplus

NOTE 3 – CASH AND INVESTMENTS (CONTINUED)

Funds Trust Fund as created by Section 218.415, Florida Statutes; and interest-bearing time deposits or savings accounts in authorized financial institutions.

The following is a summary of the Authority's investments:

September 30,	**2013**	**2012**	**Credit Risk**	**Maturities**
State Board of Administration Florida Fund B	**$ 25,912**	$ 53,776	not rated	4.04 yrs
State Board of Administration Florida PRIME	**80**	-	AAAm	44 days
Certificate of deposit	**1,509,056**	1,503,026	not rated	3/20/2014
Total investments	**$ 1,535,048**	$ 1,556,802		

All investments held at September 30, 2013 and 2012 are reported at fair value. The SBA Investment Pool (Fund B) is accounted for as a fluctuating NAV pool. Fair value is based on the Authority's account balance and a fair value factor provided by the State Board of Administration of Florida, 1.1326 and .9490 at September 30, 2013 and 2012, respectively. The Authority had invested certain funds in a certificate of deposit for which the maturity exceeded 90 days and therefore is not included as cash and short-term investments. The certificate earns interest at 0.40%.

Interest rate risk –The Authority does not have a formal policy for addressing interest rate risk; however, investments are made with discretion to seek reasonable returns, preserve capital, and in general, avoid speculative investments. The Authority manages its exposure to declines in fair values from interest rate changes by reviewing the portfolio on an ongoing basis for changes in effective yield rates.

Custodial credit risk – For an investment, custodial credit risk is the risk that the Authority will not be able to recover the value of the investments or collateral securities that are in the possession of an outside party. The Authority has no formal policy for custodial risk. At September 30, 2013 and 2012, the State Board of Administration Pool (Fund B) is held by a counterparty in the Authority's name. None of the other investments listed above are exposed to custodial credit risk because their existence is not evidenced by securities that exist in physical or book entry form.

Concentration risk – The Authority places no limit on the amount the Authority may invest in any one issuer.

NOTE 4 – CAPITAL ASSETS

The following is a summary of changes in the capital assets for the years ended September 30, 2013 and 2012:

September 30,	2012	Transfers in and Additions	Transfers out and Retirements	2013
Capital assets not being depreciated:				
Construction work-in-progress	$ 327,333	$ 37,584	$ (364,917)	$ -
Repurchased leases	562,381	-	(562,381)	-
Total capital assets not being depreciated	889,714	37,584	(927,298)	-
Other capital assets:				
Buildings	3,680,141	-	(642)	3,679,499
Other improvements	15,711,314	364,917	(6,782)	16,069,449
Equipment	1,804,375	187,780	(188,131)	1,804,024
	21,195,830	552,697	(195,555)	21,552,972
Less accumulated depreciation for:				
Buildings	(1,079,650)	(121,813)	642	(1,200,821)
Other improvements	(6,684,299)	(752,152)	5,757	(7,430,694)
Equipment	(1,150,816)	(210,408)	188,131	(1,173,093)
	(8,914,765)	(1,084,373)	194,530	(9,804,608)
Other capital assets, net	12,281,065	(531,676)	(1,025)	11,748,364
Total capital assets, net	$ 13,170,779	$ (494,092)	$ (928,323)	$ 11,748,364

September 30,	2011	Transfers in and Additions	Transfers out and Retirements	2012
Capital assets not being depreciated:				
Construction work-in-progress	$ -	$ 327,333	$ -	$ 327,333
Repurchased leases	562,381	-	-	562,381
Total capital assets not being depreciated	562,381	327,333	-	889,714
Other capital assets:				
Buildings	3,680,141	-	-	3,680,141
Other improvements	15,577,978	133,336	-	15,711,314
Equipment	1,549,900	453,039	(198,564)	1,804,375
	20,808,019	586,375	(198,564)	21,195,830
Less accumulated depreciation for:				
Buildings	(956,908)	(122,742)	-	(1,079,650)
Other improvements	(5,938,106)	(746,193)	-	(6,684,299)
Equipment	(1,098,798)	(244,861)	192,843	(1,150,816)
	(7,993,812)	(1,113,796)	192,843	(8,914,765)
Other capital assets, net	12,814,207	(527,421)	(5,721)	12,281,065
Total capital assets, net	$ 13,376,588	$ (200,088)	$ (5,721)	$ 13,170,779

NOTE 4 – CAPITAL ASSETS (CONTINUED)

In prior years, the Authority purchased certain of its leases with businesses on Santa Rosa Island in connection with its long-term plans for the Island. The Authority intended to use these sites in its future recreation and redevelopment projects. The cost of these leases total $562,381 and was included on the accompanying Statement of Net Position as Capital assets, net at September 30, 2012. During the fiscal year September 30, 2013, management determined these leases no longer hold any realizable value and have written them off as an impairment loss in the current year. The impairment loss is included on the accompanying Statement of Activities and totals $562,381 for the year ended September 30, 2013.

NOTE 5 – LONG-TERM LIABILITIES

The Authority has entered into several capital leases for equipment with terms of 36 to 48 months. Monthly payments are due on each ranging from approximately $200 to $3,500. A final payment of $50,000 is due in May 2015 on one particular lease. Amortization on equipment under capital lease is included in depreciation expense. The cost of equipment under capital leases totals $249,388, with accumulated depreciation of $107,859, and is included in Capital assets, net on the accompanying Statement of Net Position.

Maturities of the obligations under the capital leases are as follows:

Year ending September 30,	**Principal**	**Interest**	**Total**
2014	$ 39,128	$ 2,917	$ 42,045
2015	72,984	1,266	74,250
	$ 112,112	$ 4,183	$ 116,295

Compensated absences consisted of the following:

September 30,	**2013**	**2012**
Accumulated unpaid annual leave	**$ 162,626**	$ 161,385
Accumulated unpaid sick leave	**79,564**	78,129
	$ 242,190	$ 239,514

NOTE 5 – LONG-TERM LIABILITIES (CONTINUED)

Changes in long-term liabilities were as follows:

September 30,	2012	Additions	Reductions	2013	Amount Due Within One Year
Compensated absences	$ 239,514	$ 2,676	$ -	$ 242,190	$ -
Interagency loan - Escambia County	200,000	-	(100,000)	100,000	100,000
Obligations under capital leases	180,502	-	(68,390)	112,112	39,128
	$ 620,016	$ 2,676	$ (168,390)	$ 454,302	$ 139,128

September 30,	2011	Additions	Reductions	2012	Amount Due Within One Year
Compensated absences	$ 238,766	$ 748	$ -	$ 239,514	$ -
Interagency loan - Escambia County	-	200,000	-	200,000	100,000
Obligations under capital leases	57,711	164,888	(42,097)	180,502	68,378
	$ 296,477	$ 365,636	$ (42,097)	$ 620,016	$ 168,378

NOTE 6 – LEASING ACTIVITIES

Substantially all of the Authority's revenue is derived from leasing activities. The Authority leases the land of Santa Rosa Island to residents and businesses on the Island but does not convey ownership.

The Authority's policy is to report all leases as operating leases since the land of the island is not recorded as an asset on the financial statements and the leases do not meet the criteria of a capital lease.

Most residential and many commercial leases are for a period of 99 years. Many of these 99-year leases have options to renew for another 99-year term. Some leases, particularly those for restaurants and concessions, are generally for a shorter period. Each lease provides that any

NOTE 6 – LEASING ACTIVITIES (CONTINUED)

construction on the premises must be performed within an established length of time, and detailed plans and specifications must be approved by the Authority before a building permit is issued. Failure to pay any rentals due or failure to comply with any other covenants of the lease constitutes a violation under the terms of the lease and the Authority may repossess the land and the improvements after required notice if the lessee fails to correct the default.

By resolution effective September 30, 2002, the Authority pledged all lease revenue to the payment of the Capital Improvement Revenue Bonds and secondly to the Tourist Development Refunding Revenue Bonds issued by Escambia County on October 1, 2002 and November 15, 2002, respectively (see Note 13).

The following is a schedule of estimated future minimum rentals to be received under these leases for the periods ending September 30. In addition, certain leases have a provision that allows for an increase in minimum lease fees every five years in proportion to the consumer price index (CPI). During fiscal year 2010, the Board approved a CPI percentage increase of 6.5% for leases with an escalator clause. However, an effective date for the increase has not been established.

2014	$ 3,704,742
2015	3,704,742
2016	3,704,742
2017	3,704,742
2018	3,704,742

The following is a schedule of the number of residential and commercial leaseholders as of:

September 30,	2013	2012
Residential	3,898	3,883
Commercial	135	139

NOTE 7 – RESTRICTED NET POSITION

Restricted net position is comprised of three primary components: Portofino island improvement funds, revenue bond restricted accounts, and certain claim proceeds related to the BP oil spill. The Portofino restricted funds are derived from a portion of the Portofino lease and must be used for future Island improvements. As of September 30, 2013 and 2012, the restricted Portofino funds equal $2,186,199 and $2,187,727, respectively.

Amounts restricted for beach improvement and capital improvement represent funds received by the Authority from Escambia County's bond proceeds which have not been spent by year end. Amounts equaling $193,500 and $644,170 remained restricted at September 30, 2013 and 2012, respectively. For the years ended September 30, 2013 and 2012, all expenditures from the bond proceeds were capitalized as required.

NOTE 7 – RESTRICTED NET POSITION (CONTINUED)

The Authority also considers certain funds received from BP relating to the Deepwater Horizon Oil Spill as restricted for the restoration of the Quietwater Beach area. These amounts total $175,379 and $381,859 as of September 30, 2013 and 2012, respectively.

In addition to restricted net position, the Authority has also designated certain unrestricted net asset amounts for future contingencies. These amounts total $1,673,453 and $578,953 as of September 30, 2013 and 2012, respectively, and are included in Unrestricted net position on the accompanying Statement of Net Position.

NOTE 8 – RISK MANAGEMENT

The Authority is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The Authority has established a self-insurance program to cover its risk of loss related to general liability claims and natural disasters. As of September 30, 2013 and 2012, the Authority has set aside $1,673,453 and $578,953, respectively, in contingency funds to cover any claims that may be filed or other emergencies for which cash flow, particularly in off-seasons, might not be sufficient to cover.

The sovereign immunity limits of the State of Florida restrict general liability claims to $100,000. General liability claims above $100,000 would have to be approved by the State Legislature. The Authority participates in the Escambia County self-insurance program to cover its risks of loss related to workers' compensation claims. The Authority pays an annual premium to the program for its coverage. Details of this self-insurance program can be found in the Escambia County, Florida Comprehensive Annual Financial Report. The Authority continues to carry commercial insurance for risks of loss, including property insurance. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

NOTE 9 – STATE GRANT PROJECTS

The Authority received grant funds from the Florida Department of Environmental Protection to fund certain beach restoration and preservation projects as well as for projects and enhancements benefiting Santa Rosa Island. Revenue recognized under these grants totaled $38,261 and $41,759 for the years ended September 30, 2013 and 2012, respectively.

NOTE 10 – PENSION PLAN

All Authority employees are covered by the Florida Retirement System ("System"), a non-contributory multiple-employer public employee retirement system. All Authority employees working in a regularly established position are required to participate in the system. Regular

NOTE 10 – PENSION PLAN (CONTINUED)

employees who retire with 30 years of credited service or at age 62 with 6 years of credited service are entitled to a benefit, payable monthly for life based on their average final compensation for each year of credited service. Senior Management Service Class (SMSC) employees are entitled to a benefit, payable monthly for life based on their average final compensation for each year of credited service. Average final compensation is the employee's average salary for the five highest years of salary earned during covered employment. Benefits fully vest on 6 years of credited service.

Vested employees may retire before age 62 or 30 years of credited service and receive reduced retirement benefits. The System also provides death and disability benefits. Benefits are established by Florida Statutes Chapter 121.

Required contribution rates were as follows:

	Employee Required Contribution	Employer Required Contribution	Total Required Contribution
Regular employees:			
October 1, 2011 through June 30, 2012	3.00%	4.91%	7.91%
July 1, 2012 through June 30, 2013	3.00%	5.18%	8.18%
July 1, 2013 through September 30, 2013	3.00%	6.95%	9.95%
Employees in the Deferred Retirement Option Program (DROP):			
October 1, 2011 through June 30, 2012	n/a	4.42%	4.42%
July 1, 2012 through June 30, 2013	n/a	5.44%	5.44%
July 1, 2013 through September 30, 2013	n/a	12.84%	12.84%
Senior Management Service Class (SMSC):			
October 1, 2011 through June 30, 2012	3.00%	6.27%	9.27%
July 1, 2012 through June 30, 2013	3.00%	6.30%	9.30%
July 1, 2013 through September 30, 2013	3.00%	18.31%	21.31%

As of the date of this report, the Authority has made all payments to the Florida Retirement System required of it by the laws of the State of Florida. The System issues a publicly available report that includes financial statements and required supplementary information. That report may be obtained by writing to the Florida Division of Retirement, 2639 N. Monroe Street, Building C., Tallahassee, Florida 32399, or calling 1-850-422-5706.

The Authority is required by State statute to make contributions to the System equal to a certain percent of covered employees' salaries. Contributions for the years ended September 30, 2013, 2012, and 2011 were $94,058, $80,423, and $146,539 respectively, equal to the required contributions for each year.

NOTE 11 – OTHER POSTEMPLOYMENT BENEFITS

The employees of the Authority participate in the benefit plans and programs of Escambia County, Florida (the "County"). Postemployment benefits are provided in the form of health insurance for retired participants at the same rate as active participants. This results in an implicit rate subsidy. In conjunction with GASB Statement No. 45 for the year ended September 30, 2013, the County engaged an actuarial firm to determine the estimated obligation associated with the implicit rate subsidy postemployment benefit. The Authority's obligation was included in this actuarial estimation.

At October 1, 2011, the date of the latest actuarial valuation, plan participation of all Escambia County employees consisted of:

OPEB plan participants	1,116
Retirees receiving benefits	212

The Authority's covered payroll constituted approximately 3.63% and 2.70% for the year ended September 30, 2013 and 2012, respectively, of the total payroll costs for all entities included in the actuarial calculation. Accordingly, the County has allocated approximately 3.63% and 2.70% of the actuarially calculated amounts to the Authority in fiscal year 2013 and 2012, respectively.

The Authority is not required by law or other contractual agreement to provide funding for the implicit rate subsidy postemployment benefit other than the pay-as-you-go amount necessary to provide current benefits to retirees and eligible dependants and has therefore chosen to fund the OPEB obligation on a pay-as-you-go basis. For the years ended September 30, 2013 and 2012, the Authority contributed $18,064 and $8,258, respectively as funding of the OPEB obligations. This amount approximates the actual benefit payments made during each year (normal cost).

The Authority's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for the year ended September 30, 2013 and the two preceding years were as follows:

Fiscal Year Ended	Annual OPEB Cost	Percentage of OPEB Cost Contributed	Net OPEB Obligation
9/30/2013	$ 35,140	51.41%	$ 153,500
9/30/2012	25,410	32.50%	136,424
9/30/2011	34,926	28.10%	119,272

The Authority's annual OPEB cost (expense) is calculated based on the Annual Required Contribution (ARC) of the employer. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and to amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years.

NOTE 11 – OTHER POSTEMPLOYMENT BENEFITS (CONTINUED)

Funding policy and status – As of October 1, 2011, the most recent actuarial valuation date, the plan was 0% funded. The actuarial accrued liability for benefits (AAL) was approximately $355,000, and the actuarial value of assets was $0, resulting in an unfunded actuarial accrued liability (UAAL) of $355,000. The covered payroll (annual payroll of active employees covered by the OPEB plan) for the years ended September 30, 2013 and 2012 approximated $2.1 million and $2.05 million, respectively, and the ratio of the UAAL to the covered payroll was 17% and 13%, respectively.

Actuarial methods and assumptions: Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

The following table shows the components of the Authority's OPEB cost for the year, the amount actually contributed to the plan, and changes in the Authority's net OPEB obligation relating to the implicit rate subsidy:

For the year ended September 30,	**2013**	2012
Determination of Annual Required Contribution (ARC)		
Normal cost at September 30	**$ 20,804**	$ 15,057
Amortization of UAAL	**13,987**	10,123
Annual required contribution	**34,791**	25,180
Annual OPEB Cost and net OPEB obligation		
Annual required contribution (ARC)	**34,791**	25,180
Interest on net OPEB obligation	**7,799**	5,129
Adjustment to annual required contribution	**(7,450)**	(4,899)
Annual OPEB cost (expense)	**35,140**	25,410
Less: employer contributions made *	**(18,064)**	(8,258)
Increase in net OPEB obligation	**17,076**	17,152
Net OPEB obligation - beginning of year	**136,424**	119,272
Estimated net OPEB obligation - end of year	**$ 153,500**	$ 136,424

* actuarially estimated employer contributions

NOTE 11 – OTHER POSTEMPLOYMENT BENEFITS (CONTINUED)

Projections of benefits for financial reporting purposes are based on substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations. The OPEB-specific actuarial assumptions used in the actuarial valuation described below are consistent with those used by the Florida Retirement System actuary and adopted by the Florida Retirement System.

The actuarial methods are:

Actuarial cost method	Projected unit credit actuarial cost method
Amortization method:	Level percent of payroll
Amortization period (closed)	30 years
Asset valuation method	Market value of assets on valuation date
Investment rate of return	4.0% compounded annually
Healthcare cost trend rate	9.50% reduced by decrements of 1.00 % to .50% annually to an ultimate rate of 5.00% after 6 years

NOTE 12 – RELATED PARTY TRANSACTIONS

The Authority reimburses Escambia County for Pensacola Beach trolley services, which totaled $180,656 and $144,025 for the years ended September 30, 2013 and 2012, respectively. In addition, the Authority pays Escambia County for its employees' workers' compensation insurance and health and life insurance. During the years ended September 30, 2013 and 2012, the Authority expended $72,671 and $60,755, respectively for workers' compensation insurance and $332,430 and $293,334, respectively for health and life insurance. The Authority also reimbursed the County $200,000 per year for fire and rescue services during the years ended September 30, 2013 and 2012.

For the year ended September 30, 2012, Escambia County assigned the Bob Sikes bridge toll collection functions to the Authority with any associated costs to be paid from advances received from Escambia County. Unspent advances were refunded to Escambia County at year-end. For that year, the Authority received a fee of $37,500 for the maintenance of the toll bridge. During the year ended September 30, 2012, the Authority received advances totaling $582,610 and incurred expenses totaling $582,486. The remaining unspent amounts were paid back to Escambia County. Beginning October 1, 2012, Escambia County assumed responsibility for the operations of the Bob Sikes toll bridge.

NOTE 12 – RELATED PARTY TRANSACTIONS (CONTINUED)

On October 1, 2002, Escambia County issued $16,885,000 of Tourist Development Refunding Revenue Bonds, Series 2002 to mature on October 1, 2019, and on November 15, 2002, Escambia County issued $22,305,000 of Capital Improvement Revenue Bonds, Series 2002, to mature on October 1, 2032. During fiscal year 2003, the Authority received $32,000,000 of these bond proceeds from the County (see Note 9). For the years ended September 30, 2013 and 2012, the Authority paid $600,000 to the County in accordance with the related Interlocal Agreement (see Note 13).

In October 2011, the Authority entered into an interagency loan agreement with Escambia County totaling $200,000 for the repair of the Quietwater Boardwalk, a premier tourist attraction on Pensacola Beach. Under the interagency loan agreement, the Authority is scheduled to repay the loan in two equal installments totaling $100,000 on or before October 1, 2012 and October 1, 2013. At September 30, 2013 and 2012, the outstanding balance on the interagency loan totaled $100,000 and $200,000, respectively.

During the year ended September 30, 2012, Escambia County received funds from a local-option sales tax, of which $60,000 was donated to the Authority for the tiki covers at the trolley stops. At September 30, 2012, the funds were included in Due from other governments on the accompanying Statement of Net Position.

During the year ended September 30, 2010, Escambia County and the Authority adopted an economic incentive plan for commercial leaseholders within the Authority's district. Certain requirements must be met in order to be eligible to receive an incentive payment in an amount similar to the advalorem taxes paid to Escambia County during the year. The Authority received approximately $43,300 and $560,000 from Escambia County during the years ended September 30, 2013 and 2012, respectively. The Escambia County Board of County Commissioners approved the discontinuance of the program during fiscal year 2013. Payments to commercial leaseholders during the fiscal year 2013 and 2012 amounted to $426,211 and $403,500, respectively. The remaining funds totaled $441,909 and $824,787, at September 30, 2013 and 2012, respectively, and may be used for future incentive payments or refunded back to Escambia County.

The net amount due to Escambia County consists of the following:

September 30,	**2013**	**2012**
Unspent toll facility advances	$ -	$ 124
Bond interest	-	14,952
Trolley	-	54,858
Due to Escambia County	$ -	$ 69,934

NOTE 13 – COMMITMENTS AND CONTINGENCIES

Grants Contingencies

The Authority has received federal and state and BP Exploration & Production financial assistance for costs related to capital improvements and disaster assistance on Santa Rosa Island. The disbursement of funds received under these programs is subject to review and audit by grantor agencies. Any disbursements disallowed by these agencies could become a liability of the Authority. In the opinion of management, any such claims should not have a material adverse effect on the financial statements.

Windstorm

The insurance policy for windstorm coverage includes a deductible amount for named hurricane storms estimated at approximately $121,000. In addition, the Authority's windstorm policy is underwritten by the State of Florida's Citizens Property Insurance Corporation (Citizens). In the event Citizens incurs a deficit that exceeds the amount collected via regular premiums, an emergency assessment may be levied. The Authority may be required to pay substantially more in insurance premiums relating to the year for which the emergency assessment is levied.

Litigation

The Authority is involved in various lawsuits and claims incidental to the normal course of its operations. In the opinion of management, the ultimate liability, if any, resulting from such litigation will not materially affect the financial position or results of operations of the Authority.

Interlocal Agreement

On September 30, 2002, the Authority's Board of Directors approved an interlocal agreement with Escambia County in connection with certain plans for economic development, transportation and beach improvements at Pensacola Beach. Under the interlocal agreement, on October 1, 2002, Escambia County issued $16,885,000 of Tourist Development Refunding Revenue Bonds, series 2002 to mature on October 1, 2019, and on November 15, 2002, Escambia County issued $22,305,000 of Capital Improvement Revenue Bonds, Series 2002, to mature on October 1, 2032. A portion of the proceeds from these bond issues are being used to finance improvements on Pensacola Beach, including roadway improvements and beach and dune renourishment. By resolution approved by the Authority's Board of Directors, the Authority's lease fee revenues are pledged for repayment of these bonds. The interlocal agreement also stipulates that the Authority's lease fee revenues are pledged to cover any deficiency from other sources of revenue pledged for repayment of these bonds.

NOTE 13 – COMMITMENTS AND CONTINGENCIES (CONTINUED)

Under the interlocal agreement, the Authority is scheduled to make monthly payments to Escambia County each year through 2032 as follows:

		Capital Improvement Revenue Bonds
2014	$	600,000
2015		600,000
2016		600,000
2017		600,000
2018		600,000
2019 - 2023		3,000,000
2024 - 2028		3,000,000
2029 - 2032		2,400,000
	$	11,400,000

The Authority made payments totaling $600,000 to Escambia County during the years ended September 30, 2013 and 2012.

NOTE 14 – CHANGE IN ACCOUNTING PRINCIPLE

In June 2011, the GASB issued Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position.* This statement established standards for reporting deferred outflows of resources, deferred inflows of resources, and net position and creates a new format for the statement of financial position that requires deferred outflows of resources and deferred inflows of resources to be reported separately from assets and liabilities.

In April 2012, the GASB issued Statement No. 65, *Items Previously Reported as Assets and Liabilities.* This statement improves financial reporting by clarifying the appropriate use of the financial statement elements deferred outflows of resources and deferred inflows of resources to ensure consistency in financial reporting.

The Authority made the decision to implement these standards effective October 1, 2012, however because of the nature of the Authority's operations and accounting facts and circumstances, the new standards had no significant impact on the accompanying financial statements.

Supplementary Information

Schedule of Funding Progress - Other Post-Employment Benefits

Actuarial Valuation Date	Actuarial Value of Assets	Actuarial Accrued Liability (AAL)	Unfunded AAL (UAAL)	Funded Ratio	Covered Payroll	UAAL as a Percentage of Covered Payroll
10/01/12	$ -	$ 355,382	$ 355,382	0%	$ 2,096,897	17%
10/01/11	-	264,921	264,921	0%	2,053,650	13%
10/01/10	-	356,435	356,435	0%	1,992,785	18%

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)

Schedules of Operating Revenues and Expenses - Budget and Actual

Year ended September 30,	2013				
	Actual (GAAP Basis)	Adjustment to Budgetary Basis	Actual (Budgetary Basis)	Budget (Unaudited)	Variance Favorable (Unfavorable) (Unaudited)
Operating revenues					
Lease fees					
Commercial	$ 4,843,020	$ -	$ 4,843,020	$ 4,179,224	$ 663,796
Residential	2,837,890	-	2,837,890	2,727,375	110,515
Interest income	33,611	-	33,611	-	33,611
Other operating revenue	78,553	-	78,553	-	78,553
Total operating revenues	7,793,074	-	7,793,074	6,906,599	886,475
Operating expenses					
Personal services	3,207,108	-	3,207,108	3,773,376	566,268
Contractual and professional services	505,054	-	505,054	742,266	237,212
Supplies	317,509	-	317,509	417,895	100,386
Repairs and maintenance	84,816	-	84,816	87,860	3,044
Utilities	294,430	-	294,430	400,972	106,542
Advertising and promotion	789,245	-	789,245	879,900	90,655
Capital outlay	677,443	225,364	902,807	435,000	(467,807)
Other operating expense	454,110	-	454,110	599,764	145,654
Total operating expenses before depreciation	6,329,715	225,364	6,555,079	7,337,033	781,954
Depreciation	1,083,607	(1,083,607)	-	-	-
Total operating expenses	7,413,322	(858,243)	6,555,079	7,337,033	781,954
Operating income (loss)	379,752	858,243	1,237,995	(430,434)	1,668,429
Non-operating revenues (expenses)					
Federal grant projects revenue	20,316	-	20,316	-	20,316
State grant projects revenue	38,261	-	38,261	-	38,261
BP Exploration & Production grant projects revenue	354,917	-	354,917	-	354,917
BP Exploration & Production grant projects expense	(354,917)	-	(354,917)	-	(354,917)
Beach re-nourishment expenses	(102,600)	-	(102,600)	-	(102,600)
Island improvement funds	(500,065)	-	(500,065)	-	(500,065)
Payments to Escambia County -					
Pledged revenues	(600,000)	-	(600,000)	(600,000)	-
Fire and rescue	(200,000)	-	(200,000)	(200,000)	-
Interest expense	(13,189)	-	(13,189)	-	(13,189)
Gain on disposal of assets	31,265	-	31,265	-	31,265
Impairement loss	(562,381)	-	(562,381)	-	(562,381)
Other income	56,695	-	56,695	60,000	(3,305)
Net non-operating revenues (expenses)	(1,831,698)	-	(1,831,698)	(740,000)	(1,091,698)
Change in net position	$ (1,451,946)	$ 858,243	$ (593,703)	$ (1,170,434)	$ 576,731

(continued)

Santa Rosa Island Authority
(A Component Unit of Escambia County, Florida)

Schedules of Operating Revenues and Expenses - Budget and Actual (Continued)

Year ended September 30,	2012				
	Actual (GAAP Basis)	Adjustment to Budgetary Basis	Actual (Budgetary Basis)	Budget (Unaudited)	Variance Favorable (Unfavorable) (Unaudited)
Operating revenues					
Lease fees					
Commercial	$ 4,564,970	$ -	$ 4,564,970	$ 3,811,755	$ 753,215
Residential	2,878,820	-	2,878,820	2,727,375	151,445
Interest income	31,915	-	31,915	-	31,915
Other operating revenue	186,830	-	186,830	37,500	149,330
Total operating revenues	7,662,535	-	7,662,535	6,576,630	1,085,905
Operating expenses					
Personal services	3,131,671	-	3,131,671	3,903,821	772,150
Contractual and professional services	390,522	-	390,522	759,865	369,343
Supplies	308,462	-	308,462	396,895	88,433
Repairs and maintenance	75,611	-	75,611	92,860	17,249
Utilities	253,575	-	253,575	400,522	146,947
Advertising and promotion	520,954	-	520,954	545,400	24,446
Capital outlay	317,029	913,708	1,230,737	1,305,000	74,263
Other operating expense	410,990	-	410,990	603,764	192,774
Total operating expenses before depreciation	5,408,814	913,708	6,322,522	8,008,127	1,685,605
Depreciation	1,113,796	(1,113,796)	-	-	-
Total operating expenses	6,522,610	(200,088)	6,322,522	8,008,127	1,685,605
Operating income (loss)	1,139,925	200,088	1,340,013	(1,431,497)	2,771,510
Non-operating revenues (expenses)					
State grant projects revenue	41,759	-	41,759	-	41,759
Beach re-nourishment expenses	(112,100)	-	(112,100)	-	(112,100)
Island improvement funds	(64,839)	-	(64,839)	-	(64,839)
Payments to Escambia County -					
Pledged revenues	(600,000)	-	(600,000)	(600,000)	-
Fire and rescue	(200,000)	-	(200,000)	(200,000)	-
Interest expense	(14,510)	-	(14,510)	-	(14,510)
Gain on disposal of assets	47,335	-	47,335	-	47,335
Other income	85,994	-	85,994	40,000	45,994
Net non-operating revenues (expenses)	(816,361)	-	(816,361)	(760,000)	(56,361)
Change in net assets	$ 323,564	$ 200,088	$ 523,652	$ (2,191,497)	$ 2,715,149

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REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Supervisors
Santa Rosa Island Authority
Osceola County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities of Santa Rosa Island Authority (hereinafter referred to as the "Authority"), as of and for the year ended September 30, 2013, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report dated December 10, 2013.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, we did identify certain deficiencies in internal control that we consider to be a material weakness.

IC2007-1: Financial Statement Preparation

The preparation of financial statements in accordance with generally accepted accounting principles requires the preparer to have knowledge of the accounting principles affecting the entity, including financial statement disclosure requirements, the awareness of changes occurring in the accounting industry that could impact the entity's financial statements, and the knowledge of resources for researching accounting issues. Since Santa Rosa Island Authority must rely on our firm to prepare its annual financial statements in accordance with generally accepted accounting principles, this is considered a material weakness in the Authority's internal control.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The Authority's Response to Findings

The Authority's response to the findings identified in our audit is described below. The Authority's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Management's response:

The costs of internally preparing the annual financial statements outweigh the benefit; therefore, the Authority will continue to have Carr, Riggs and Ingram, LLC assist in drafting the financial statements.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing* Standards in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purposes.

Carr, Riggs & Ingram, L.L.C.

Miramar Beach, Florida
December 10, 2013

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MANAGEMENT LETTER

To the Board of Directors and Chief Executive Officer
Santa Rosa Island Authority
Pensacola, Florida

We have audited the financial statements of Santa Rosa Island Authority ("Authority") as of and for the fiscal year ended September 30, 2013, and have issued our report thereon dated December 10, 2013.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General. We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards.* Disclosures in this report, which is dated December 10, 2013, should be considered in conjunction with this management letter.

Additionally, our audit was conducted in accordance with Chapter 10.550, Rules of the Auditor General, which governs the conduct of local governmental entity audits performed in the State of Florida. This letter includes the following information, which is not included in the aforementioned auditor's report:

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. The item identified as *IC2007-1* in the auditor's report on internal control over financial reporting and compliance was included in the preceding annual audit report. The Authority has determined that correcting the weakness noted in the prior year is not a cost-effective use of resources. This comment was also included in the second preceding fiscal year audit report.

The Authority's response to the comment identified in our audit is described on page 29.

Section 10.554(1)(i)2., Rules of the Auditor General, requires our audit to include a review of the provisions of Section 218.415, Florida Statutes, regarding the investment of public funds. In connection with our audit, we determined that the Authority complied with Section 218.415, Florida Statutes.

Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Section 10.554(1)(i)4., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Section 10.554(1)(i)5., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The information required is disclosed in the notes to the financial statements.

Our management letter is intended solely for the information and use of Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Carr, Riggs & Ingram, L.L.C.

Miramar Beach, Florida
December 10, 2013

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REPORT ON COMPLIANCE WITH BOND RESOLUTION

To the Board of Directors and Chief Executive Officer
Santa Rosa Island Authority
Pensacola, Florida

We have audited, in accordance with auditing standards generally accepted in the United States of America, the basic financial statements of Santa Rosa Island Authority ("Authority") as of and for the year ended September 30, 2013, and have issued our report thereon dated December 10, 2013.

In connection with our audit, nothing came to our attention that caused us to believe that the Authority failed to comply with the covenants of its resolution relating to the Tourist Development Refunding Revenue Bonds, Series 2002 and Capital Improvement Revenue Bonds, Series 2002 issued by Escambia County, Florida as they relate to accounting matters. However, our audit was not directed toward obtaining knowledge of such noncompliance.

This report is intended solely for the information and use of the Authority's Board of Directors and management, and Escambia County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

Carr, Riggs & Ingram, L.L.C.

Miramar Beach, Florida
December 10, 2013

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December 10, 2013

To the Board of Supervisors
Santa Rosa Island Authority

We have audited the financial statements of the business-type activities of Santa Rosa Island Authority for the year ended September 30, 2013. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated August 19, 2013. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Santa Rosa Island Authority are described in Note 2 to the financial statements. In 2013, the District adopted Governmental Accounting Standards Board Statement (GASBS) No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position* and GASBS No. 65, *Items Previously Reported as Assets and Liabilities.* We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were management's estimate of depreciation expense on capital assets and management's estimate of the OPEB accrual, which is based on an actuarial report. We evaluated the key factors and assumptions used to develop the estimate of depreciation expense and the estimate of OPEB accrual in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

- The disclosure in Note 12 to the financial statements regarding the Authority's activity with Escambia County.
- The disclosure in Note 14 to the financial statements regarding the implementation of GASB Statements No. 63 and No. 65.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. Management has corrected all such misstatements. Key material audit adjustments for the year include adjusting for the updated OPEB balances and recognition of the impairment loss on the repurchased leases.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 10, 2013.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of the Board of Supervisors and management of Santa Rosa Island Authority and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC
Certified Public Accountants

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

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FINANCIAL REPORTING/COMPTR

PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT COMMISSION

PENSACOLA, FLORIDA

FINANCIAL STATEMENTS

SEPTEMBER 30, 2013

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

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CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT COMMISSION

PENSACOLA, FLORIDA

FINANCIAL STATEMENTS

SEPTEMBER 30, 2013

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INDEPENDENT AUDITOR'S REPORT

Board of Directors
Pensacola-Escambia County Promotion
and Development Commission
Pensacola, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the General Fund and the fiduciary fund of the Pensacola-Escambia County Promotion and Development Commission (the "Commission") as of and for the year ended September 30, 2013, and the related notes to the financial statements, which collectively comprise the Commission's financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the General Fund and the fiduciary fund of the Commission, as of September 30, 2013, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 7 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 18, 2013 on our consideration of the Commission's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Commission's internal control over financial reporting and compliance.

Saltmarsh, Cleaveland & Gund

Pensacola, Florida
November 18, 2013

Pensacola-Escambia County Promotion and Development Commission
Management's Discussion and Analysis
For the Year Ended September 30, 2013

Our discussion and analysis of the financial performance of the Pensacola-Escambia County Promotion and Development Commission (the "Commission") provides an overview of the Commission's financial activities for the fiscal year ended September 30, 2013. Please review it in conjunction with the Commission's financial statements.

FINANCIAL HIGHLIGHTS

- Total assets for the Pensacola-Escambia County Promotion and Development Commission decreased by $5,579,878 from 2012 due to an adjustment of $5,718,106 to reduce the carrying amount of the Technology Park assets to net realizable value, a decrease of $182,184 in receivables, and an increase of $320,412 in bank account balances. Liabilities decreased by $9,616,464 mainly due to debt forgiven related to Technology Park property.
- Deferred Compensation Fund net position decreased by $1,902 from 2012. The fluctuation is representative of two parts. The first part is a $7,698 increase in asset value which is consistent with a minimal increase in stock market performance and the second part is $9,600 worth of normal monthly draws to result in the overall decrease in balance.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities (on pages 8-9) provide information about the activities of the Commission as a whole and present a longer-term view of the Commission's finances. Fiduciary fund financial statements start on page 11.

Reporting on the Commission as a Whole

The Statement of Net Position and the Statement of Activities

Our analysis of the Commission as a whole begins on the following page. One of the important questions asked about the Commission's finances is "Is the Commission as a whole better off or worse as a result of the year's activities?" The Statement of Net Position and the Statement of Activities report information about the Commission as a whole and about its activities in a way that helps answer this question. These statements include all assets and liabilities using the accrual basis of accounting, which is similar to accounting used by most private-sector companies. Accrual of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the Commission's net position and changes therein. You can think of the Commission's net position, the difference between assets, what the Commission owns, and liabilities, what the Commission owes, as one way to measure the Commission's financial health, or financial position. Over time, increases or decreases in the Commission's net position are one indicator of whether its financial health is improving or deteriorating. You will need to consider other non-financial factors, however, such as continuing local government support to assess the overall health of the Commission.

Reporting the Commission's Funds

Fiduciary Fund Financial Statements

Our analysis of the Commission's fiduciary fund begins on the following page. The fund financial statements begin on page 11 and provide detail information about the Deferred Compensation Fund.

Notes to the Financial Statements: The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 13-19 of this report.

THE COMMISSION AS A WHOLE

The Commission's total net position changed dramatically from a year ago, increasing $4,036,586 to $4,348,204. Our analysis below focuses on the net position (Table 1) and changes in net position of the Commission's governmental activities.

Table 1
Net Position
(in thousands)

	2012	2013
Cash and investments	$ 342	$ 662
Grant receivable	152	0
Due from City	30	0
Technology Park property	11,568	5,850
Total Assets	$ 12,092	$ 6,512
Accounts payable	$ 10	$ 15
Grant reimbursement payable	152	0
Technology Park payable – County	10,193	2,149
Technology Park payable – City	1,425	0
Total liabilities	11,780	2,164
Net Position:		
Restricted	61	61
Unrestricted	251	4,287
Total net position	312	4,348
Total Liabilities and Net Position	$ 12,092	$ 6,512

Statement of Activities

Prior year revenue totaled $270,556 versus current year revenue of $270,601 for a variance of less than 1%.

Prior year expenses totaled $294,765 versus current year expenses of $303,527 for a variance of 3%.

During the year ended September 30, 2013, the interlocal agreement for the development of the Downtown Technology Park between Escambia County, the City of Pensacola, the Community Redevelopment Agency of the City of Pensacola and the Commission was amended. The amendment provided that the Commission would no longer be required to reimburse for the respective property interests conveyed to it, and that once the Escambia County line of credit was repaid, all net proceeds from the sale of Technology Park lots would remain with the Commission for future economic development projects. As a result of the amended agreement, the Commission recorded debt forgiveness in the amount of $4,069,512.

During the year, it was determined that the carrying value of Technology Park property was in excess of net realizable value, and as a result, a loss from fair value adjustment was recorded in the amount of $5,718,106.

Reporting on the Fiduciary Fund

Prior year investment income in the Deferred Compensation Fund totaled $12,869 versus current year investment income of $7,698.

Prior year expenses and current year expenses both totaled $9,600. The withdrawal amount does not change from year to year.

Table 2
Final Budget versus Actual Results (GAAP Basis)
General Fund

	Final Budget	Actual	Variance
Revenues:			
Intergovernmental	$ 270,000	$ 270,000	$ 0
Investment income	500	601	101
Expenditures:			
Current -			
General government	$ 285,500	$ 303,527	$ (18,027)

Original versus Final Budget

The Commission did not have any changes to the intergovernmental revenue since the Commission was able to reasonably estimate the predicted revenue sources throughout the year.

The variance in General Government expenditures can be attributed to additional, unexpected expenditures for Technology Park expenses, including appraisal fees.

ECONOMIC FACTORS

The economic development mission of the Commission remains constant. The Commission has renewed their formal agreement with the Greater Pensacola Chamber for all of its economic activities which includes performing management duties on behalf of the Commission. In addition, Escambia County and the City of Pensacola have budgeted funds to support PEDC for the upcoming year.

The Commission took ownership of property from Escambia County (the "County") and the City of Pensacola (the "City") for the purpose of developing it into a Technology Park Campus (the "Campus") during 2008. Construction of the initial infrastructure for the Campus, partially funded with a line of credit from the County, was completed in June 2012. In December 2012, the Commission sought to re-appraise the Campus value to more accurately reflect the current market value of the property. Also during the year, the Commission approved an updated version of the interlocal agreement between the Commission, the City, the County and the Community Redevelopment Agency, which included both City and County forgiveness of debt for the Campus property and the ability to market and sell or lease the property independently of City or County approval. The line of credit from the County will be repaid using proceeds from the sale of the lots on the Campus. Once eighty percent of the developable square footage of the Campus has been conveyed by the Commission to a third party, the net ad valorem property tax received by the City and by the County from the properties within the Campus shall be applied to repayment of any remaining balance on the line of credit. Now that the Campus more accurately reflects the current market value of the property, the Commission will begin marketing the property to prospective companies and will retain the services of a nationally affiliated real estate broker.

The Commission remains the grantee for Foreign-Trade Zone ("FTZ") #249 and continues to fulfill all of its responsibilities as the designated grantee for FTZ #249. FTZ #249 consists of sites at the Port of Pensacola, Pensacola International Airport, Pensacola Marine Terminal (two sites: Pensacola Shipyard and Spruce Street Industrial Complex), Century Industrial Park and a designated sub-zone for the GE Wind Energy Plant. The Commission will be reviewing FTZ #249 schedules for fees associated with FTZ usage to report to the Foreign Trade Zone Board along with FTZ #249's annual report.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the Commission's finances for all those with interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Greater Pensacola Chamber, 117 W Garden Street, Pensacola, Florida 32502.



Fawnn Harnage
Chief Financial Officer

FINANCIAL STATEMENTS

PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT COMMISSION
STATEMENT OF NET POSITION
SEPTEMBER 30, 2013

ASSETS

	General Fund
Cash	$ 662,273
Technology Park property, net	5,850,000
Total Assets	$ 6,512,273

LIABILITIES AND NET POSITION

Liabilities:	
Accounts payable	$ 15,139
Technology Park payable - County	2,148,930
Total liabilities	2,164,069
Commitments and Contingencies	--
Net Position:	
Restricted	61,198
Unrestricted:	
Committed	52,309
Unassigned	4,234,697
Total net position	4,348,204
Total Liabilities and Net Position	$ 6,512,273

The accompanying notes are an integral part of these financial statements.

PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT COMMISSION
STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2013

	General Fund
Revenues:	
Intergovernmental - City	$ 120,000
Intergovernmental - County	150,000
Interest income	601
Total revenues	270,601
Expenses:	
Current -	
General government -	
Economic Development	179,758
Armed Services	34,000
Tourism Administration and Convention Committee	69,000
Administrative fees	8,000
Audit and accounting	7,500
Miscellaneous	5,269
Total expenses	303,527
Forgiveness of Debt	4,069,512
Change in Net Position	4,036,586
Net Position, October 1, 2012	311,618
Net Position, September 30, 2013	$ 4,348,204

The accompanying notes are an integral part of these financial statements.

PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT COMMISSION
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL - GENERAL FUND
YEAR ENDED SEPTEMBER 30, 2013

	General Fund				
	Actual (GAAP Basis)	Adjustment to Budgetary Basis	Actual (Budgetary Basis)	Budget	Variance - Favorable (Unfavorable)
Revenues:					
Intergovernmental - City	$ 120,000	$	$ 120,000	$ 120,000	$ -
Intergovernmental - County	150,000		150,000	150,000	-
Interest income	601		601	500	101
Total revenues	270,601	-	270,601	270,500	101
Expenditures:					
Current -					
General government -					
Economic Development	179,758		179,758	157,000	(22,758)
Armed Services	34,000		34,000	34,000	-
Tourism Administration and Convention Committee	69,000		69,000	69,000	-
Administrative fees	8,000		8,000	8,000	-
Audit and accounting	7,500		7,500	7,500	-
Contractual services - Foreign Trade Zone	-		-	1,500	1,500
Miscellaneous	5,269		5,269	8,500	3,231
Total expenditures	303,527	-	303,527	285,500	(18,027)
Forgiveness of Debt	4,069,512	(4,069,512)	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	$ 4,036,586	$ (4,069,512)	$ (32,926)	$ (15,000)	$ (17,926)

The accompanying notes are an integral part of these financial statements.

PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT COMMISSION
STATEMENT OF FIDUCIARY NET POSITION
SEPTEMBER 30, 2013

ASSETS

	Deferred Compensation Fund
Investments	$ 53,460
Total Assets	$ 53,460

LIABILITIES AND NET POSITION

Liabilities	$ -
Net Position:	
Held for retirement benefits	53,460
Total net position	53,460
Total Liabilities and Net Position	$ 53,460

The accompanying notes are an integral part of these financial statements.

PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT COMMISSION
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
YEAR ENDED SEPTEMBER 30, 2013

	Deferred Compensation Fund
Additions:	
Investment income	$ 7,698
Deductions:	
Deferred Compensation Fund withdrawals	9,600
Change in Net Position	(1,902)
Net Position, October 1, 2012	55,362
Net Position, September 30, 2013	$ 53,460

The accompanying notes are an integral part of these financial statements.

NOTES TO FINANCIAL STATEMENTS

PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT COMMISSION
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. The Reporting Entity

The Pensacola-Escambia County Promotion and Development Commission ("the Commission") was established by the Legislature of the State of Florida to promote and develop tourism and industry in Escambia County and in the City of Pensacola. The Commission is governed by a nine member board consisting of representatives of the Board of County Commissioners of Escambia County, the City of Pensacola City Council, the Town of Century and the Greater Pensacola Chamber. The Commission is a joint venture of Escambia County and the City of Pensacola and is economically dependent on funding from these entities.

B. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The Commission has adopted the provisions of Governmental Accounting Standards Board Statement No. 34, *Basic Financial Statements-and Management's Discussion and Analysis-For State and Local Governments* and Statement No. 37, *Basic Financial Statements-and Management's Discussion and Analysis-for State and Local Governments: Omnibus.*

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the Commission. The Commission's fiduciary fund is not presented in the government-wide financial statements since by definition, the assets cannot be used to address activities or obligations of the Commission (i.e., the assets are being held for the benefit of retirees). Individual fund financial statements are provided for the fiduciary fund, even though it is excluded from the government-wide financial statements.

The basis of accounting refers to when revenues, expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, revenues are considered to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

There are no material differences between the accrual basis of accounting and the modified accrual basis of accounting in the Commission's financial statements. Accordingly, separate financial statements have not been prepared for the General Fund.

The Commission reports the following funds:

Governmental Funds

The General Fund is used to account for all financial resources except those required to be accounted for in another fund.

Fiduciary Funds

The Deferred Compensation Fund is an expendable trust fund used to account for assets held by the Commission in a fiduciary capacity for a former employee.

C. General Budget Policies

The Board approves total budget appropriations only. Management is authorized to transfer budget amounts between department and object codes. However, any revisions that alter the total appropriations must be approved by the Board. Therefore, the level of budgetary responsibility is by total appropriations.

Formal budgetary integration is employed as a management device during the year.

D. Budgetary Basis of Accounting

The budget is prepared in accordance with generally accepted accounting principles.

The budget amounts shown in the financial statements are the final authorized amounts as amended during the year.

During the year ended September 30, 2013, the actual expenditures in the General Fund exceeded the total budgeted expenditures by $18,027. The excess expenditures resulted from legal and appraisal fees incurred that were not anticipated in the budget.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

E. Restricted and Unrestricted Resources

When an expense is incurred for purposes for which both restricted and unrestricted resources are available, it is the Commission's policy to use restricted resources first, then unrestricted resources as they are needed. Within the unrestricted category, committed resources are used first, then assigned resources, if any, followed by unassigned resources as needed. The Commission establishes (and modifies or rescinds) net asset commitments by passage of a Board of Directors resolution.

NOTE 2 - CASH AND INVESTMENTS

The investment of surplus funds is governed by the provisions of Section 218.415, Florida Statutes, as to the types of investments that can be made. Investments authorized by the statute include:

(a) The Local Government Surplus Funds Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01.
(b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
(c) Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in Section 280.02.
(d) Direct obligations of the U.S. Treasury.

The Commission has no investment policy that would further limit its investment choices.

Deposits:

Chapter 280, Florida Statutes, provides that deposits must be placed in a depository designated under the provisions of Chapter 136 and the regulations of the Department of Banking and Finance as a qualified public depository. As such, these deposits are considered to be fully insured.

The Commission's deposits at year end were entirely covered by federal depository insurance or pooled collateral held by the State Treasurer under the provisions of Chapter 280, Florida Statutes. At September 30, 2013, the carrying amount of the Commission's deposits was $662,273 and the bank balance was $664,964.

Investments:

Investments in the Deferred Compensation Fund are recorded at market value and consist of amounts held in a stock mutual fund. Market value of the investments at September 30, 2013 was $53,460.

NOTE 3 - DEFERRED COMPENSATION PLAN

In previous years, the Commission offered its employees a deferred compensation plan that permitted employees to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death, or permanent disability. The plan presently has no active participants and one retired participant.

All amounts of compensation deferred under the plan, all property and rights purchased with those amounts, and all income attributable to those amounts, property, or rights are (until paid or made available to the employee or other beneficiary) solely the property and rights of the Commission (without being restricted to the provisions of benefits under the plan), subject only to the claims of the Commission's general creditors. Participants' rights under the plan are equal to those of general creditors of the Commission in an amount equal to the fair market value of the deferred account for each participant. Deferred compensation plan assets are solely invested in a mutual fund, the Oppenheimer Capital Appreciation Fund Class A, and are recorded at market value.

NOTE 4 - TECHNOLOGY PARK

In 2008, the Commission entered into an interlocal agreement (the "Agreement") with Escambia County (the "County"), the City of Pensacola (the "City") and the Community Redevelopment Agency ("CRA") of the City of Pensacola to develop a Technology Park in downtown Pensacola. Pursuant to the Agreement, the County and the City conveyed certain property to the Commission with a fair value of $6,900,000 and $1,425,000, respectively. The development of the Technology Park was completed during the year ended September 30, 2013, and the property is now considered to be held for resale. During the year ended September 30, 2013, the Commission recorded a fair value adjustment of $5,718,106 to account for a decrease in fair value of the Technology Park property.

Under the Agreement, this property was conveyed to the Commission subject to a right of re-entry if certain goals were not met. The County provided a line of credit to fund development of the Technology Park infrastructure. Also, the County and City were to receive 83% and 17%, respectively, of the proceeds from sales of lots in the Technology Park after the County was reimbursed for all funding provided with the line of credit.

During 2013, the Agreement was amended so that County and City no longer require the Commission to reimburse the respective property interests conveyed unto it. The forgiveness of debt totaling $4,069,512 was recorded in the statement of activities. Net proceeds from the sale of lots will be applied to the County line of credit until the line of credit is repaid in its entirety, at which time any additional proceeds from the sale of lots will remain with the Commission for future economic development projects. The County and City retain a right of re-entry if the Commission does not sell at least one lot or enter into a long-term lease for at least one lot by September 6, 2016.

NOTE 4 - TECHNOLOGY PARK (Continued)

Once eighty percent of the developable square footage of the Technology Park has been conveyed by the Commission to a third party, the net ad valorem property tax received by the City and by the County from the properties within the Technology Park shall be applied to repayment of any remaining balance on the line of credit.

Infrastructure costs of $3,243,106 have been capitalized, of which $1,926,938 were funded by the County. The remaining infrastructure costs of $1,316,168 were funded by a grant as more fully discussed in Note 8.

The following is a summary of the carrying value of the Technology Park property and the associated liability due to the County as of September 30, 2013:

	County	City	Total
Initial land conveyance	$ 6,900,000	$ 1,425,000	$ 8,325,000
Infrastructure funded by County	1,926,938		1,926,938
Infrastructure funded by grant	1,316,168		1,316,168
Technology Park property at cost	$ 10,143,106	$ 1,425,000	11,568,106
Fair value adjustment			(5,718,106)
Technology Park property at fair value			5,850,000
Accrued interest and other			368,442
Forgiveness of debt			(4,069,512)
Technology Park payable			$ 2,148,930

NOTE 5 - NET POSITION

Restricted net position includes $61,198 contributed by the Emerald Coast Utilities Authority, which is restricted for economic development in the General Fund, and $53,460 held for retirement benefits in the Deferred Compensation Fund.

Committed net position includes $52,309 of funds for future commerce park marketing and/or improvements.

NOTE 6 - CONDUIT DEBT

The Commission has issued industrial revenue bonds to provide financial assistance to the Florida Institute for Human and Machine Cognition, Inc. ("IHMC") for the refinance of debt with the University of West Florida Foundation, Inc. The bonds are secured by the property financed and are payable solely from payments received from the underlying financing agreement. Upon repayment of the bonds, ownership of the acquired facilities transfers to IHMC. Neither the Commission, the City, the County, nor any political subdivision thereof is obligated in any manner for the repayment of the bonds. Accordingly, the bonds are not reported as liabilities in the accompanying financial statements. At September 30, 2013, the amount of outstanding bonds was $3,727,505.

NOTE 7 - RISK MANAGEMENT

The Commission is exposed to various levels of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. To mitigate some of those risks, the Commission maintains a directors and officers liability policy and a commercial general liability policy. There have been no losses for these risks in any of the prior three fiscal years, and the Commission is not aware of any material liabilities related to these risks as of September 30, 2013.

NOTE 8 - COMMITMENTS AND CONTINGENCIES

The Commission has engaged the Greater Pensacola Chamber to promote economic development and perform administrative services for the year ending September 30, 2014 for a fee of $182,000.

As discussed in Note 4, the Commission entered into an interlocal agreement (the "Agreement") with Escambia County, the City of Pensacola and the Community Redevelopment Agency of the City of Pensacola to develop a Technology Park in downtown Pensacola. This Agreement was amended during 2013. Under the amended agreement, the City and County have a right of re-entry on the property if the Commission does not sell at least one lot or enter into a long-term lease, not less than 15 years in duration, of at least one lot by September 6, 2016.

As of September 30, 2013, the Commission has not yet sold or entered into a long-term lease for any of the Technology Park lots.

The Commission was awarded a Public Works and Facilities Development Grant through the EDA for construction of the Technology Park. The total grant award was $2 million on an estimated total project cost of approximately $3.7 million. The additional project costs not funded by the EDA grant were funded by the County, as discussed in Note 4. The grant agreement sets forth certain reporting and compliance requirements, noncompliance with which could result in the return of funds to the grantor.

NOTE 8 - COMMITMENTS AND CONTINGENCIES (Continued)

The Commission engaged the West Florida Regional Planning Council (the "Council") to provide technical assistance in matters pertaining to the quarterly and annual reporting, financial status reporting, requests for reimbursement, and other administrative services as required by the EDA grant. Payment to the Council totaled $60,000 plus travel, advertising, and printing and duplication costs incurred, and was payable in four equal installments based on the project's percent of completion. The agreement was funded by the County up to $25,000. As of September 30, 2013, the Commission had paid $45,000 to the Council and had recorded an additional $15,000 in accounts payable.

OTHER REPORTS

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Directors
Pensacola-Escambia County Promotion
and Development Commission
Pensacola, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the General Fund and the fiduciary fund of the Pensacola-Escambia County Promotion and Development Commission (the "Commission") as of and for the year ended September 30, 2013, and the related notes to the financial statements, which collectively comprise the Commission's basic financial statements, and have issued our report thereon dated November 18, 2013.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Commission's internal control over financial reporting ("internal control") to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Commission's internal control. Accordingly, we do not express an opinion on the effectiveness of the Commission's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Commission's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed one instance of noncompliance or other matters that is required to be reported under *Government Auditing Standards* and which is described as follows:

2013-01: Budgetary Compliance

Auditor's Comment:

We noted that the original budget amounts were not amended to prevent actual expenditures from exceeding budgeted expenditures for the year ended September 30, 2013. As a result, the actual expenditures in the General Fund exceeded the total budgeted expenditures by $18,027. The excess expenditures resulted from legal and appraisal fees not contemplated in the original budget. We recommend that management monitor and amend the budget before unanticipated expenditures are approved.

Client's Corrective Action Plan:

Management acknowledges that the original budget amounts were not amended to prevent actual expenditures from exceeding budgeted expenditures. Management will ensure proper budget amendments are completed when unanticipated expenses arise in the future.

The Commission's Response to Findings

The Commission's response to the finding identified in our audit is described above as "Client's Corrective Action Plan." The Commission's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Board of Directors
Pensacola-Escambia County Promotion
and Development Commission

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Saltmarsh, Cleaveland & Gund

Pensacola, Florida
November 18, 2013

MANAGEMENT LETTER

To the Board of Directors
Pensacola-Escambia County Promotion
and Development Commission
Pensacola, Florida

We have audited the financial statements of the Pensacola-Escambia County Promotion and Development Commission (the "Commission"), as of and for the fiscal year ended September 30, 2013, and have issued our report thereon dated November 18, 2013.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and Chapter 10.550, Rules of the Florida Auditor General. We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*. Disclosures in that report, which is dated November 18, 2013, should be considered in conjunction with this management letter.

Additionally, our audit was conducted in accordance with Chapter 10.550, Rules of the Auditor General, which governs the conduct of local governmental entity audits performed in the State of Florida. This letter includes the following information, which is not included in the aforementioned auditor's reports:

- Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings or recommendations made in the preceding annual financial report.

- Section 10.554(1)(i)2., Rules of the Auditor General, requires our audit to include a review of the provisions of Section 218.415, Florida Statutes, regarding the investment of public funds. In connection with our audit, we determined that the Commission complied with Section 218.415, Florida Statutes.

- Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations, except as noted on page 21 in relation to finding 2013-01: Budgetary Compliance.

Board of Directors
Pensacola-Escambia County Promotion
and Development Commission

- Section 10.554(1)(i)4., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charges with governance. In connection with our audit, we did not have any such findings.

- Section 10.554(1)(i)5., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The official title for the Pensacola-Escambia County Promotion and Development Commission is disclosed in the notes to the financial statements. The Pensacola-Escambia County Promotion and Development Commission was established by Chapters 67-1365 and 89-481, Laws of Florida. There are no component units.

- Section 10.554(1)(i)6.a., Rules of the Auditor General, requires a statement be included as to whether or not the local governmental entity has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the Commission did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

- Section 10.554(1)(i)6.b., Rules of the Auditor General, requires that we determine whether the annual financial report for the Commission for the fiscal year ended September 30, 2013, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2013. In connection with our audit, we determined that these two reports were in agreement.

- Pursuant to Section 10.554(1)(i)6.c. and 10.556(7), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the Commission's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Saltmarsh, Cleaveland & Gund

Pensacola, Florida
November 18, 2013

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-16. Approval of Various Consent Agenda Items – Continued

8. Taking the following action concerning the acquisition of real property located at 3810 Frontera Circle within the Brownsville Community Redevelopment Area (Funding Source: Fund 151, Community Redevelopment Agency, Cost Center 220515, CRA Brownsville, Object Code 56101):

   A. Authorizing the purchase of real property (totaling approximately 0.06 acre) from George E. Thomas, for the negotiated amount of $19,900, in accordance with the terms and conditions contained in the *Contract for Sale and Purchase*;

   B. Approving the *Contract for Sale and Purchase* for the acquisition of the parcel of real property located at 3810 Frontera Circle; and

   C. Authorizing the County Attorney to prepare, and the Chairman or Vice Chairman to execute, subject to Legal review and sign-off, any documentation necessary to complete the acquisition of the real property, without further action from the Board.

9. Adopting the Resolution *(R2013-53)* authorizing the write-off of $479,040 in accounts receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts.

10. Taking the following action concerning the *Services Agreement*, Contract Number S00001018872, with Motorola Solutions, Inc., for maintenance of the County's P25 Digital UHF Radio system, microwave systems, and fixed equipment, in the amount of $435,487.20, for the period June 1, 2013, through September 30, 2014 (Funding: Fund 001, General Fund, Cost Center 330403, Communications, Object Code 54601, Repairs & Maintenance):

    A. Approving, and authorizing the Chairman to sign, the *Services Agreement*; and

    B. Authorizing the issuance of a Purchase Order, in the amount of $108,871.80, to Motorola Solutions, Inc., for four months of service, for the period June 1, 2013, through September 30, 2013.

11. See Page 49.

ESCAMBIA COUNTY

INTER-OFFICE MEMORANDUM

TO: Doris Harris, Deputy Clerk

FROM: Stephen G. West, Assistant County Attorney

DATE: December 18, 2013

RE: Purchase of Property (3810 Frontera Circle/George E. Thomas)
BCC approved 5/2/13

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. Original Contract for Sale and Purchase
2. Copy of Warranty Deed to the County (recorded in OR Book 7110 at pages 1205-1207.)
3. Original Settlement Statement.
4. Original Satisfaction of Conditions Precedent to Closing.
5. Original Sellers' Affidavit.

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

SGW:tc

Attachments

cc: Financial Reporting/Grants Manager
Glenn Griffith, Community Redevelopment Agency (w/Original Warranty Deed)

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2013 DEC 18 P 4:14
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

Pam Childers
Clerk of the Circuit Court and Comptroller, Escambia County
Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-5469 **Clerk & Comptroller's Report 9. 5.**
BCC Regular Meeting **Consent**
Meeting Date: 01/02/2014
Issue: Minutes and Reports
From: Doris Harris, Deputy Clerk to the Board
Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Approve the Minutes of the Regular Board Meeting held December 5, 2013;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held December 5, 2013; and

C. Accept, for filing with the Board's Minutes, the Report of the Joint Board of County Commissioners/Escambia County Planning Board Committee of the Whole Workshop held October 29, 2013.

Attachments

December 5, 2013, Agenda Work Session Report
10-29 CW Report

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD DECEMBER 5, 2013
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:02 a.m. – 10:43 a.m.)

Present: Commissioner Lumon J. May, Chairman, District 3
Commissioner Steven L. Barry, Vice Chairman, District 5
Commissioner Wilson B. Robertson, District 1
Commissioner Grover C. Robinson IV, District 4
Commissioner Gene M. Valentino, District 2
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Alison Rogers, County Attorney
George Touart, Interim County Administrator
Susan Woolf, General Counsel to the Clerk
Doris Harris, Deputy Clerk to the Board
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

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

   A. Judy H. Witterstaeter and Interim County Administrator Touart reviewed the agenda cover sheet;

   B. The Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report, and advised that she has been informed by the Treasury Department that there is approximately $323 million in the Deepwater Horizon RESTORE Act Fund and approximately $300 million from BP litigation is anticipated, and funds will be released in September 2014; therefore, the Clerk will need to be apprised of policies and procedures for tracking the funds;

   C. Horace Jones and County Attorney Rogers reviewed the Growth Management Report;

   D. Judy H. Witterstaeter, Interim County Administrator Touart, County Attorney Rogers, Thomas "Tom" Turner, Amy Lovoy, and Larry M. Newsom reviewed the County Administrator's Report, and the Honorable David Stafford, Supervisor of Elections, commented concerning Item II-17, Andrea Battle Sims commented concerning Item III-1, and Vikki Garrett commented concerning Item III-4;

   E. County Attorney Rogers reviewed the County Attorney's Report and James "Jim" Cronley commented concerning Item II-1 and

   F. Commissioner Valentino and Commissioner Robinson each reviewed his add-on item.

AGENDA WORK SESSION: DECEMBER 5, 2013

	NAME	DEPARTMENT/AGENCY
1	Susan A. Woog	Clerk of the Court
2	Doris Harris	Clerk to the Board
3	Pam Childers	Clerk
4	George Hound	CA
5	Judy Witterstaetter	CAO
6	[illegible]	CO
7	[illegible]	BCC
8	Grover G Robinson	BCC
9	Wilson Robertson	BCC
10	[illegible]	BCC
11	[illegible]	City Atty
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AGENDA WORK SESSION: DECEMBER 5, 2013

	NAME	DEPARTMENT/AGENCY
1	Wes Moreno	P/W
2	Marilyn Kelley	DCA
3	Jesse Casey	SOLP
4	Robbie Schrock	SRIA
5	HOWARD VANSELOW	WFRPC
6	Dianne Taylor	MSBD
7		MBS
8		PS
9	Claudia Symmon	Public
10	Bill Rhodes	Parks/Rec
11	DAVID WHEELER	FACILITIES MGT
12	DAVID MISSAL	IT
13	Kathleen Castro	PIO
14	Brandi Ziglar	PIO
15	Sarah Rochfal	PIO
16	Bill Pearson	PIO
17	Mark Mayo	BID
18	JERRY STRICKLAND	PNJ
19	Elizabeth Hurd	ACA
20	Vikki GARRETT	WFRPC
21	DAVID STAFFORD	SOE
22	MICHAEL HARDIN	SOE
23	SONYA DANIEL	SOE
24	LARRY NELSON	ACA
25	JIM WAITE	BOI
26	TR EAGAN	APS
27		
28		
29		
30		

AGENDA WORK SESSION: DECEMBER 5, 2013

	NAME	DEPARTMENT/AGENCY
1		Development Services
2	Andre Cyhiw	SRIA
3	ANDREW HOLMER	DEVELOPMENT SVCS
4	JC · LEMOS	DEVELOPMENT SVCS.
5	JIM CRONLEY	TEBBETTS & CRONLEY (COLPA-X)
6		Extension Services
7	Maddie Whitaker	City of Pensacola
8	Cathy Lauterbach	Arc Gateway
9	RANDY WILLIAMSON	NEER
10	Clara Long	CRA
11	Gary Huston	Clark Partington
12	Gretta Green	BCC 3
13		
14	Felicia Knight Marlow	BCC Extension
15	Andrea Sims	Waters Consulting
16	Tom Turner	HK
17	MICHAEL LOWERY	ATU LOCAL 1395
18	Cathy Brown	TRAFFIC
19	HERALD HUMPHREY	ECAT
20	KEN VIERLING	ECAT
21	Don Christian II	traffic.
22	Fawnn Haynage	Chamber of Commerce
23	J Braswell	BCC D1
24		Legal
25	Ron Ellington	Innisfree
26	Prof John	Drury
27	Chris Kirschenfeld	C+E
28	Matt Mooneyham	PW
29		C+E
30	Joy Blackmon	PW

REPORT OF THE JOINT BOARD OF COUNTY COMMISSIONERS/ESCAMBIA COUNTY PLANNING BOARD COMMITTEE OF THE WHOLE WORKSHOP
HELD OCTOBER 29, 2013
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(8:36 a.m. – 10:22 a.m.)

Board of County Commissioners

Present: Commissioner Gene M. Valentino, Chairman, District 2
Commissioner Lumon J. May, Vice Chairman, District 3
Commissioner Steven L. Barry, District 5
Commissioner Wilson B. Robertson, District 1
Commissioner Grover C. Robinson IV, District 4
Larry M. Newsom, Assistant County Administrator
Alison Rogers, County Attorney
Doris Harris, Deputy Clerk to the Board
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Escambia County Planning Board

Present: Wayne Briske, Chairman
Tim Tate, Vice Chairman
Dorothy Davis
Robert V. Goodloe
Karen Sindel
Alvin Wingate
David Luther Woodward
Patty Hightower, School Board (non-voting)
Stephanie Oram, Navy (non-voting)

AGENDA NUMBER

1. Call To Order

Chairman Valentino called the Joint Board of County Commissioners/Escambia County Planning Board Committee of the Whole (C/W) Workshop to order at 8:36 a.m.

AGENDA NUMBER – Continued

2. Was the Meeting Properly Advertised?

The Joint C/W was advised by Doris Harris, Deputy Clerk to the Board, that the Meeting was advertised in the Pensacola News Journal on October 26, 2013, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule October 28-November 1, 2013, Legal No. 1611636*.

3-4. Presentation of the Revised Comprehensive Plan and the Schedule for Adoption - Introduction of the New Outline for the Land Development Code (LDC) and the Schedule for Adoption

The Joint C/W discussed the *Draft Review of the Escambia County Comprehensive Plan 2030*, relative to the Presentation of the Revised Comprehensive Plan and the Schedule for Adoption (Item 3), and viewed and discussed a PowerPoint Presentation entitled *Escambia County Board of County Commissioners Planning Board Joint Committee of the Whole*, which was also provided in hard copy, presented by Bonita Player, P.E., Consultant Project Principal, Engineering & Planning Resources, PC; Joy D. Blackmon, P.E., Escambia County Public Works Department Director and County Engineer; Matthew Mooneyham, Escambia County Project Manager; and Horace Jones, Interim Escambia County Planning Director, relative to Introduction of the New Outline for the Land Development Code (LDC) and the Schedule for Adoption (Item 4), which reflect the following Schedules:

Comprehensive Plan Schedule

Planning Board Public Hearing	November 2013
Board of County Commissioners Public Hearing	December 2013
State Review Process	45 days
Board of County Commissioners Adoption (target)	February 2014

Land Development Code Schedule

Planning Board Public Workshop	January 2014
Planning Board Public Hearing	February 2014
BCC 1st Public Hearing	February 2014
BCC Adoption	March 2014*

*Contingent on Comprehensive Plan approvals

AGENDA NUMBER – Continued

5. Planning Board/Board of County Commissioners' Discussion

The Joint C/W discussed the *Draft Review of the Escambia County Comprehensive Plan 2030* and a PowerPoint Presentation entitled *Escambia County Board of County Commissioners Planning Board Joint Committee of the Whole (see Items 3 and 4)*, as facilitated by Bonita Player, P.E., Consultant Project Principal, Engineering & Planning Resources, PC; Joy D. Blackmon, P.E., Escambia County Public Works Department Director and County Engineer; Matthew Mooneyham, Escambia County Project Manager; and Horace Jones, Interim Escambia County Planning Director, and the Joint C/W:

A. Heard comments from the Honorable Malcolm Thomas, Superintendent of Schools, who expressed his opposition to striking the School Concurrency language from the LDC and requested that the School Board be included in the process, and was advised by Larry M. Newsom, Assistant County Administrator, that County staff and School District staff will meet and discuss the School Board's long-range plans, which will be considered;

B. Heard the request from Mr. Tate that Section 5.08, Level of service standards, be modified to indicate the requirements of the Comprehensive Plan, and that the last line in FLU 4.1.2, Airfield Influence Planning Districts (AIPD), be modified to read "The districts for each are as follows," and drop the recommendation *(to strike the conditions for the districts)*;

C. Upon inquiry from the School Board Member Hightower concerning the School Concurrency language, was advised by Horace Jones that the Department of Economic Opportunity requires the Interlocal Agreement to be revised; therefore, the County and School Board Legal Departments will work together to make the necessary revisions that will be reinserted into the Comprehensive Plan;

D. Following comments from Ms. Oram regarding her concerns that language has been stricken from the AIPD *(Page CP7:17)*, was advised by Mr. Jones that duplicated language is being stricken; however, the LDC will ensure protection of the military installations;

(Continued on Page 4)

AGENDA NUMBER – Continued

5. Continued…

E. Heard Commissioner Valentino clarify that the purpose of the meeting is to review Policy consistencies or inconsistencies, and the Policy that is different is School Concurrency, while others remain unchanged but have been shifted to the LDC, and was advised by Ms. Blackmon that Commissioner Valentino is referring to Traffic Concurrency, School Concurrency, and any other State-mandated eliminations;

F. Upon being advised by Ms. Hightower that a document should have been provided to indicate where in the LDC the language that is stricken from the Comprehensive Plan will appear, was advised by Ms. Blackmon that a final document will be provided for the Planning Board Workshop and, if necessary, staff will review the document line by line and address specifically how statements were modified, and, further, that the Interlocal Agreement and that language must be approved prior to adoption of the final Comprehensive Plan by the BCC;

G. Was advised by Ms. Oram that the schedule indicates the Comprehensive Plan will be adopted prior to the LDC; however, she believes the two documents should be adopted concurrently to ensure that everything is captured, and was advised by Ms. Blackmon that the documents are scheduled for review concurrently, and adoption of the Comprehensive Plan is contingent on modifications to any Interlocal Agreement and the manner in which issues proceed through Planning Board review of the LDC;

H. Heard the suggestion from Ms. Sindel that the critical issues of School Concurrency, Traffic Concurrency, and protection for the military, etc., need to be resolved before the Planning Board begins taking public input, and was advised by Mr. Jones that the Interlocal Agreement will be addressed by the School District and County Legal; however, staff will provide the Policy changes to the Planning Board prior to its Meeting on Monday, November 4, 2013;

(Continued on Page 5)

AGENDA NUMBER – Continued

5. Continued…

   I. Heard comments from Ms. Davis concerning developers from other areas who have complained that the County's zoning process is difficult and cumbersome, and was advised by Mr. Jones that the process has been streamlined in recent months and is now more user-friendly;

   J. Was advised by Mr. Tate that although Traffic Concurrency is no longer required in the Comprehensive Plan, it has been agreed that it will be transferred to the LDC, and was advised by Ms. Blackmon that staff will prepare a matrix that will display the language removed from the Comprehensive Plan and inserted into the LDC;

   K. Was advised by Mr. Tate, with concurrence from Ms. Sindel and Mr. Briske, that the November 4, 2013, Planning Board Public Hearing for this issue should be converted to a Workshop, and a Public Hearing scheduled for later in November; and

   L. Was advised by Ms. Blackmon that staff will develop a schedule with the same time line for the Comprehensive Plan and the LDC.

   Speaker(s):

   Ellen Roston
   Marilyn Badessa
   Robert Stender
   Orvind Johnson
   Muriel Wagner
   Dan Gilmore
   Mary Gutierrez

   For Information: The Joint C/W was advised by Commissioner Robertson that the Florida Department of Transportation will conduct a meeting at Plainview Baptist Church, from 5:30 p.m. to 7:00 p.m. this evening, to discuss the four-laning of Nine Mile Road.

6. Board of County Commissioners' Direction – None.

REPORT OF THE JOINT COMMITTEE OF THE WHOLE WORKSHOP – Continued

ITEMS ADDED TO THE AGENDA – COMMISSIONER GROVER C. ROBINSON IV

1. Recommendation: The BCC recommends that the Board take the following action:

   A. Authorize Commissioner Grover C. Robinson IV to send a letter to the U. S. Department of the Treasury, in response to the Proposed Treasury Rules *(concerning the investment and use of amounts deposited in the Gulf Coast Restoration Trust Fund, which was established in the Treasury of the United States by the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 [RESTORE Act])*; and

   B. Approve requesting a 30-day extension to the (November 5, 2013) deadline for all responses to the Proposed Treasury Rules.

   Recommended 5-0

AGENDA NUMBER – Continued

7. Adjourn

   Chairman Valentino declared the Joint C/W Workshop adjourned at 10:22 a.m.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5477 **Growth Management Report 9. 1.**

BCC Regular Meeting

Meeting Date: 01/02/2014

Issue: Review of the Rezoning Cases heard by the Planning Board on December 2, 2013

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Cases heard by the Planning Board on December 2, 2013 and Santa Rosa Island Authority on November 20, 2013

That the Board take the following action concerning the rezoning cases heard by the Planning Board on December 2, 2013 and the Santa Rosa Island Authority on November 20, 2013:

A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2013-21, Z-2013-22, Z-2013-23, Z-2013-25, Z-2013-26 or remand the cases back to the Planning Board; and
B. Review and either adopt, modify, or overturn the Santa Rosa Island Authority's recommendations for Rezoning Case PB-2013-01 or remand the case back to the Santa Rosa Island Authority; and
C. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

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

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

2.	**Case No.:**	***Z-2013-22***
	Address:	2842 Nowak Dairy Rd
	Property Reference:	36-1N-31-2000-000-000
	Property Size:	12.31 (+/-) acres
	From:	VAG-2, Villages Agriculture Districts, Gross Density (one du/five acres)
	To:	VR-1, Villages Rural Residential Districts, Gross Density (one du/four acres)
	FLU Category:	MU-S, Mixed Use Suburban
	Commissioner District:	5
	Requested by:	Sean and Elizabeth Vinaja, Owners
	Planning Board Recommendation:	Approved
	Speakers:	Elizabeth Vinaja

3.	**Case No.:**	***Z-2013-23***
	Address:	Airway Drive
	Property Reference:	12-1S-30-2001-001-001
	Property Size:	68.00 (+/-) acres
	From:	S-1, Outdoor Recreational District (noncumulative)
	To:	R-5, Urban Residential/Limited Office District, (cumulative) High Density
	FLU Category:	MU-U, Mixed-Use Urban
	Commissioner District:	3
	Requested by:	Wiley "Buddy" Page, Agent for Smart Living, LLC
	Planning Board Recommendation:	Approved
	Speakers:	Buddy Page, David Jewell, Suzanna Ellard, Gary Watson

4.	**Case No.:**	***Z-2013-25***
	Address:	5580 Pensacola Blvd
	Property Reference:	47-1S-30-1101-002-064
	Property Size:	1.64 (+/-) acres
	From:	C-1, Retail Commercial District (cumulative)(25 du/acre)
	To:	C-2NA, General Commercial and Light Manufacturing District, Bars, Nightclubs, and Adult Entertainment are Prohibited Uses (cumulative) (25 du/acre)
	FLU Category:	C, Commercial
	Commissioner District:	3
	Requested by:	Harry Bell Jr., Agent for James D. Kemp, Owner
	Planning Board Recommendation:	Approval

Speakers:	Harry Bell Jr.

5. Case No.:	**Z-2013-26**
Address:	Mobile Hwy
Property Reference:	39-1S-31-1302-000-001
Property Size:	4.51 (+/-) acres
From:	C-1, Retail Commercial District (cumulative) and R-2, Single-Family District (cumulative), Low-Medium Density
To:	R-3 One-Family and Two-Family District, (cumulative) Medium Density
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	1
Requested by:	Steven D. White, Agent for James and Lianna Nash, Owners
Planning Board Recommendation:	Approval
Speakers:	Steven D. White

6. Case No.:	**PB 2013-01**
Address:	Morgan Park, Pensacola Beach Blvd
Property Reference:	28-2S-26-0900-000-000
Property Size:	.50 (+/-) acres
From:	Con/Rec-PB, Conservation/Recreation
To:	PR-PB, Preservation
FLU Category:	Rec, Recreation
Commissioner District:	4
Requested by:	Paolo Ghio, Santa Rosa Island Authority
Recommendation:	Approval
Speakers:	Paolo Ghio, Reid Harwell, Deanna Harwell.

BACKGROUND:

The above case, PB- 2013-01, was owner initiated and heard at the November 20, 2013 Santa Rosa Island Authority Board meeting. The remaining cases were owner initiated and heard at the December 2, 2013 Planning Board meeting. Under the Land Development Code (LDC) 2.08.00.E.1., “the Board of County Commissioners shall review the record and the recommendation of the Planning Board and either adopt the recommended order, modify the recommended order as set forth therein, reject the recommended order, or remand the matter back to the Planning Board for additional facts or clarification. Findings of fact or findings regarding legitimate public purpose may not be rejected or modified unless they are clearly erroneous or unsupported by the record. When rejecting or modifying conclusions of law, the Board of County Commissioners must state with particularity its reasons for rejecting or modifying the recommended conclusion of law and must make a finding that its substituted conclusion of law is as or more reasonable than the conclusion that was rejected or modified. However, the Board of County Commissioners may not modify the recommendation to a more intensive use than recommended by the Planning Board; rather the matter shall be remanded

with instructions. The review shall be limited to the record below. Only a party of record to the proceedings before the Planning Board or representative shall be afforded the right to address the Board of County Commissioners and only as to the correctness of the findings of fact or conclusions of law as based on the record. The Board of County Commissioners shall not hear testimony."

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Z-2013-21
Z-2013-22
Z-2013-23
Z-2013-25
Z-2013-26
PB-2013-01

Z-2013-21

Then we will hear from the applicant and any witnesses that they may wish to call. Then we will hear from the staff and any witnesses that they may wish to call.
08:40AM Finally, we will hear from the members of the public who have filed a speaker request form.
At this time I'll ask Linda, our court reporter, to please swear in the staff members that will be acting on behalf of the County.
All of th[VOID]ht hand.
(C[VOID]
MR[VOID]as previously qualified these gentlemen to offer expert testimony in the area of land use and
08:41AM planning. Do any Board members have questions regarding their qualifications or ability to offer that expert testimony?
(Ms. Sindel exits.)
MR. WOODWARD: I move that they be treated as experts.
MR. BRISKE: Thank you, sir. Second?
MS. DAVIS: Second.
MR. BRISKE: A second. Any discussion? All those in favor, say aye.
(Board members vote.)

MR. BRISKE: Opposed?
(None.)
MR. BRISKE: The motion carries.
(Motion passed.)
08:41AM MR. BRISKE: The rezoning hearing package for December 2nd, 2013, with the staff's Findings-of-Fact, has previously been provided to all the Board members. The Chair will entertain a motion to accept that hearing
08:41AM packag[VOID]s-of-Fact and the lega[VOID]dence.
MR[VOID]ove.
MR. BRISKE: A motion. Do we have a second?
08:41AM MS. DAVIS: Second.
MR. BRISKE: A motion and a second. Any discussion? All those in favor, say aye.
(Board members vote.)
MR. BRISKE: Opposed?
(None.)
MR. BRISKE: All right.
(Motion passed.)
(Ms. Sindel returns.)
MR. BRISKE: The rezoning hearing package
08:41AM with staff's Findings-of-Fact and the legal

advertisement will be marked and included in the record as Composite Exhibit A for all of today's cases.
(Composite Exhibit A, Rezoning Hearing Package and Legal Advertisement, was identified and admitted.)
MR. BRISKE: We do have five cases to be heard today. Before we get into them I just would give a little bit of information. In
08:42AM some case[VOID]greement between the appli[VOID] Findings[VOID]re is no one in opposi[VOID]ublic an opportunity to speak if they wish to, but as
08:42AM long as there is no opposition then it's not necessary to go through a lengthy proposal and we'll just accept the staff's Findings-of-Fact and then we'll allow the Board to vote on it. We only do that in cases where the applicant
08:42AM and the staff are in agreement and there is no opposition from the general public. Otherwise we hear the entire case. So with that we will move directly into our first case.
(Transcript continues on Page 12.)
* * *

* * *

Applicant: Gary R. Sapp, Owner
Address: 6806 and 6800 Pine Forest Road
From: C-1 Retail Commercial District, (cumulative) (25 du/acre)
To: C-2NA General Commercial and Light Manufacturing District (Cumulative)(25 du/acre)

MR. BRISKE: This case Z-2013-21. The applicant is Gary Sapp, the owner, 6806 and
08:43AM 6800 Pine Forest Road, from a C-1 Retail Commercial District to a C-2NA.
Members of the Board, I'll now ask if there's been any ex parte communication between you, the applicant, the applicant's
08:43AM agents, attorneys, witnesses, fellow Planning Board members or anyone from the general public prior to this hearing? While you're disclosing, please also disclose if you have visited the subject property. Also disclose
08:43AM if you are a relative or business associate of the applicant or the applicant's agents.
Mr. Goodloe.
MR. GOODLOE: No ex parte, but I have visited the site.
08:43AM MS. DAVIS: None to all the above.

MR. BRISKE: The Chairman. None to all the above.
MR. TATE: None to all of the above.
MS. DAVIS: None to all of the above.
08:44AM MR. WINGATE: I have visited the site and I am familiar with the site.
MS. SINDEL: I visited the site, no communication.
MR. BRISKE: Thank you. Staff, was a
08:44AM notice of the hearing sent to all interested parties?
MR. HOLMER: It was.
MR. BRISKE: Thank you. Was that notice of the hearing also posted on the subject
08:44AM property?
MR. HOLMER: Yes, sir.
MR. BRISKE: As long as there are no objections then we will ask the staff to present the maps and photography for this
08:44AM case.
(Presentation of Maps and Photography.)
MR. HOLMER: Yes, sir. This is rezoning Case Z-2013-21, 6800 and 6806 Pine Forest Road. It's a rezoning request from C-1 to
08:44AM C-2NA.

UNIDENTIFIED SPEAKER: The mike is not on.
MR. HOLMER: How about that? Here we have --
UNIDENTIFIED SPEAKER: Can you turn it up a little?
MR. HOLMER: While he's working on that, I'll just do it without. Can you hear?
MR. BRISKE: Well, we're recording though, Drew. It's got to go through the recording
08:45AM system.
MR. HOLMER: There we go. Thank you, Juan.
Once again, Z-2013-21. This is the location map showing the location there on
08:45AM Pine Forest Road just north of the split from Mobile Highway. The 500-foot radius map showing the zoning and surrounding area, C-2, R-5 and C-1. This is our Future Land Use map of the site. As you can see it's Mixed Use
08:45AM Urban and just across Pine Forest we have straight Commercial. The existing land uses in the area. This is an aerial map of the site. As you can see by the red border that is the two pieces of property, both owned by
08:46AM the same ownership, that the request for

rezoning is on. This is our public hearing sign. This is looking east into the property, the front parcel from Pine Forest Road. Looking north along Pine Forest. Looking
08:46AM northwest across Pine Forest. This is looking south along Pine Forest. This is looking directly west across from the site. Here we have the 500-foot radius map that was used to plot the zoning. The 500-foot mailing list.
08:46AM All right. We're going to proceed with the applicant.
MR. BRISKE: Okay. Absolutely. Any questions on the maps or photography from the Board?
08:47AM Mr. Sapp, would you come forward, please. Good morning, sir. I'll have you sworn in and then state your name and address for the record.
(Gary Sapp sworn.)
08:47AM MR. BRISKE: Good morning, Mr. Sapp.
MR. SAPP: Good morning, sir.
MR. BRISKE: Have you received a copy of the rezoning hearing package with the staff's Findings-of-Fact?
08:47AM MR. SAPP: I have, sir.

MR. BRISKE: And do you understand that you have the burden of providing substantial competent evidence that the proposed rezoning is consistent with the Comprehensive Plan,
08:47AM furthers the goals, objectives and policies of that plan and is not in conflict with any portion of the County's Land Development Code?
MR. SAPP: I do, sir.
MR. BRISKE: You may start your
08:47AM presentation.
Mr. Tate?
MR. TATE: Is anybody signed up to speak in favor or against?
MR. BRISKE: We do not have anyone signed
08:48AM up to speak. Is there anyone from the general public that wishes to speak on this case?
MR. TATE: Mr. Sapp, in cases like this if your testimony is in agreement with staff's Findings-of-Fact, we can proceed through this
08:48AM rather quickly. It's just up to you.
MR. SAPP: That's perfectly fine with me, sir.
MR. TATE: You accept staff's Findings-of-Fact or you agree with staff's
08:48AM Findings-of-Fact in these criteria?

MR. SAPP: Would that match the E-mail that was sent?

MR. HOLMER: Yes, that would be the staff findings that were sent to you.

08:48AM MR. SAPP: Those were consistent with mine.

(Motion by Mr. Tate.)

MR. TATE: If that's the case, then I move that this Board approve the rezoning case

08:48AM Z-2013-21.

MS. SINDEL: Second.

MR. BRISKE: We have a motion and a second. All those in favor, say aye.

(Board members vote.)

MR. BRISKE: Opposed?

(None.)

MR. BRISKE: The motion carries.

(Motion passed unanimously.)

MR. BRISKE: See how easy that was?

MR. SAPP: Thank you.

MR. BRISKE: Thank you. Good luck to you.

They're not all that easy, folks. I just want to let you know that.

(Case Z-2013-21 concluded. Transcript

08:49AM continues on Page 18.)

* * *

Applicant: Sean and Elizabeth Vinaja, Owners
Address: 2842 Nowak Dairy Road
From VAG-2, Villages Agriculture Districts, Gross Density (one du/five acres)
To: VR-1, Villages Rural Residential Districts, Gross Density (One du/four acres.)

MR. BRISKE: We will now go on to our next case, which is Case Z-2013-22. This is Sean and Elizabeth Vinaja.

M

M se enough. I'm sorry - ad. This is from VAG-2 to VR-1, which VR-1 is Villages

08:49AM Agricultural District, and VR-1 is Villages Rural Residential.

Members of the Board, I'll once again ask if there has been any ex parte communication between you, the applicant, the agents,

08:49AM attorneys, witnesses, fellow Planning Board members or general public? I would also ask you to disclose if you have visited the subject property and if you are a relative of any of these parties?

08:50AM Mr. Goodloe?

MR. GOODLOE: No to all.

MR. WOODWARD: No to all.

MR. BRISKE: The Chairman. No to all.

MR. TATE: Mr. Chair, Mr. and Mrs. Vinaja

08:50AM are personally known to me and have been for a long period of time. We share the same employer. However, I was not familiar with this particular project of theirs until we received our packet, and based upon the advice

08:50AM of our Board attorney, I don't believe I have any conflict

MR. BR e disclosure.

MS. DA e.

MR. BRISKE: Mr. Wingate?

08:50AM MR. WINGATE: I am familiar with the site and I have viewed the site by a drive by and no communication.

MR. BRISKE: Thank you.

MS. SINDEL: I'm familiar with the site,

08:50AM but no communication.

MR. BRISKE: Thank you. Staff was a notice of hearing sent to all interested parties on this case?

MR. LEMOS: Yes, sir, it was.

08:50AM MR. BRISKE: And was it also posted on the

subject property?

MR. LEMOS: Yes, sir, it was.

MR. BRISKE: As long as there are no objections, Ms. Vinaja, we'll have the staff

08:51AM present the maps and photography, please.

MR. WOODWARD: Let me ask a question. What is the difference between VAG-2 and VR-1? Is that an upzoning or a downzoning?

MR. BRISKE: It is up for the density.

08:51AM Drew, do you want to go ahead and do our maps and photography?

(Presentation of Maps and Photography.)

MR. LEMOS: Once again this is rezoning Case Z-20 onal map

08:51AM for the par the 500-foot b ou can see it's Residential, Rural Residential. This is our Future Land Use Map, Mixed Use Suburban. This is our existing land use of the 500-foot

08:52AM buffer for the parcel in question. This is an aerial photograph of the site. This is our public hearing sign on the site.

This is looking northwest towards the property across from Nowak Dairy Road.

08:52AM Looking northwest across Nowak Dairy Road.

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

Meeting Date:	12/02/2013
CASE :	Z-2013-21
APPLICANT:	Gary R. Sapp, Owner
ADDRESS:	6806 and 6800 Pine Forest Rd
PROPERTY REF. NO.:	25-1S-31-4301-000-001, 25-1S-31-4301-000-000
FUTURE LAND USE:	MU-U, Mixed-Use Urban
DISTRICT:	1
OVERLAY DISTRICT:	N/A
BCC MEETING DATE:	**01/02/2014**

SUBMISSION DATA:
REQUESTED REZONING:

FROM: C-1 Retail Commercial District, (cumulative) (25 du/acre)

TO: C-2NA General Commercial and Light Manufacturing District, Bars, Nightclubs, and Adult Entertainment are Prohibited Uses (cumulative)(25 du/acre)

RELEVANT AUTHORITY:

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

CRITERION (1)
Consistent with the Comprehensive Plan.
Whether the proposed amendment is consistent with the Comprehensive Plan.

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

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The minimum residential density is 3.5 dwelling units per acre and the maximum residential density is 25 dwelling units per acre.

FLU 1.1.9 Buffering. In the LDC, Escambia County shall ensure the compatibility of adjacent

land uses by requiring buffers designed to protect lower intensity uses from more intensive uses, such as residential from commercial. Buffers shall also be used to protect agricultural activities from the disruptive impacts of nonagricultural land uses and protect nonagricultural uses from normal agricultural activities.

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

FINDINGS

The proposed amendment to **C-2N/A is consistent** with the intent and purpose of Future Land Use category MU-U as stated in CPP FLU 1.3.1. MU-U is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development. The existing commercial use on this and surrounding sites are focused toward the arterial road and away from low intensity residential uses. This orientation allows for a mix of uses while shielding those of lower intensity.

CRITERION (2)

Consistent with The Land Development Code.

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

FINDINGS

6.05.14. C-1 Retail Commercial District (cumulative). This district is composed of lands and structures used primarily to provide for the retailing of commodities and the furnishing of selected services. The district provides for various commercial operations where all such operations are within the confines of the building and do not produce undesirable effects on nearby property. New residential uses located in a commercial FLU category are only permitted as part of a predominantly commercial development in accordance with Policy FLU 1.3.1 of the Comprehensive Plan.

6.05.16. C-2 General Commercial and Light Manufacturing District (cumulative). This district is composed of certain land and structures used to provide for the wholesaling and retailing of commodities and the furnishing of several major services and selected trade shops. The district also provides for operations entailing manufacturing, fabrication and assembly operations where all such operations are within the confines of the building and do not produce excessive noise, vibration, dust, smoke, fumes or excessive glare. Outside storage is allowed with adequate screening being provided (see section 7.01.06.E.).

C-2NA zoning designation. If a parcel is designated as C-2NA, then notwithstanding any other provision of this section, bars, nightclubs, and adult entertainment uses shall be prohibited uses for that parcel. Any applicant for a rezoning to the C-2 zoning district may request a C-2NA zoning designation. Such request shall be in the form of a notarized affidavit that acknowledges this use restriction and affirms that it is a voluntary request. Once approved, in conformance with Section 2.08.00 of this land development code, a property owner must apply for a rezoning to C-2 in order to remove the designation. The C-2NA zoning designation shall apply to all subsequent owners unless and until the parcel is rezoned to the C-2 zoning district without the

C-2NA zoning designation.

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. While rezoning to C-2N/A would increase the range of allowable uses, the location, FLU and surrounding zoning would mitigate the change in allowable intensity.

CRITERION (3)

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

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts C-2, C-1 and R-5. There were four residences, three vehicle repair shops, two vacant properties, one church, one office, one ECUA garage facility and one shopping center under construction.

CRITERION (4)

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

FINDINGS

While there have been no rezonings or conditional uses in the impact area, there is a shopping center under construction to the west across Pine Forest Rd.

CRITERION (5)

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

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

CRITERION (6)

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

FINDINGS
The proposed amendment **would** result in a logical and orderly development pattern. While this site is .3 miles from an arterial/arterial intersection, it is surrounded by commercial zoning and meets the locational requirements of **7.20.06.B.**

7.20.06. General commercial and light manufacturing locational criteria (C-2).

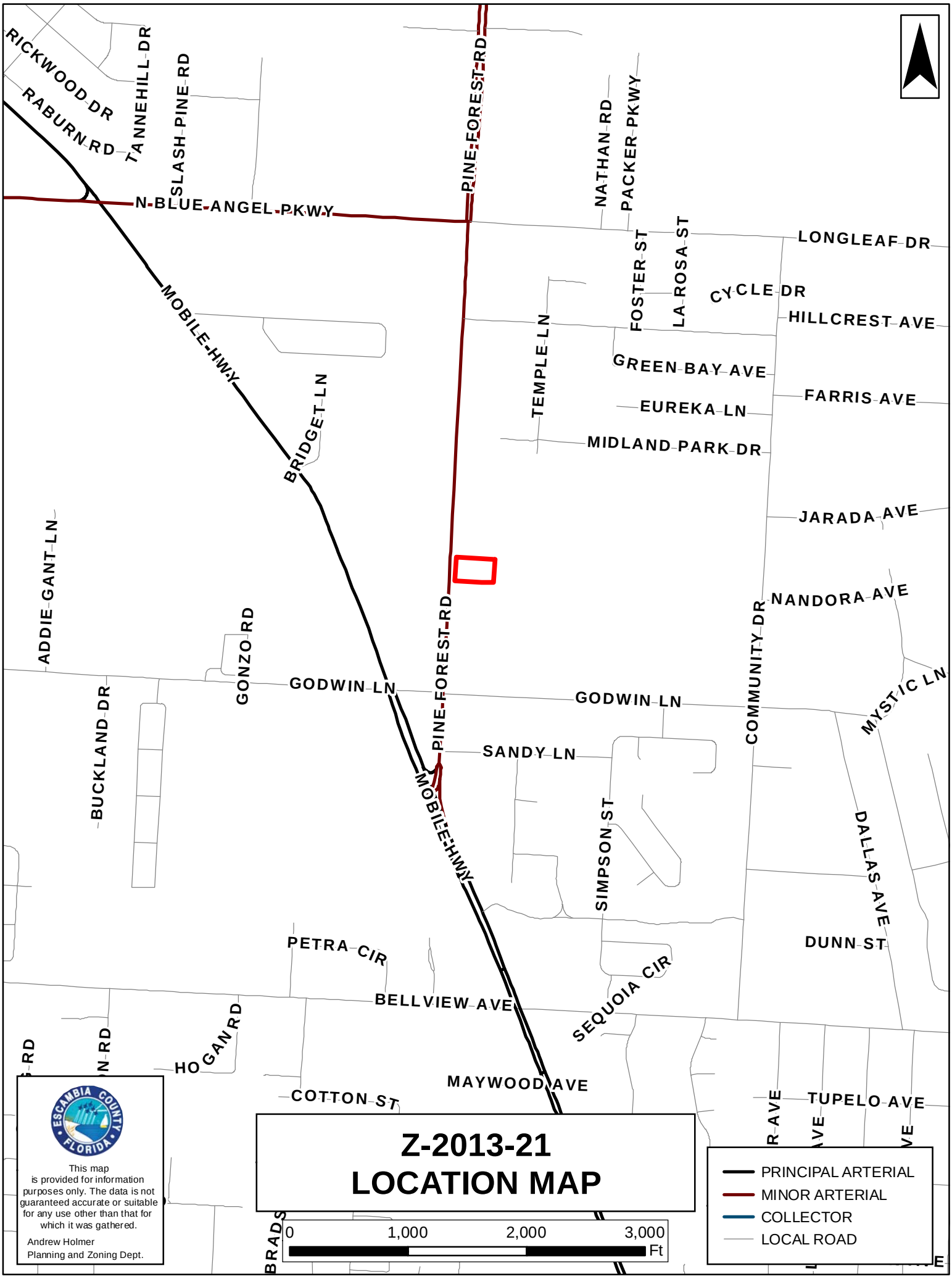
A. General commercial land uses shall be located at or in proximity to intersections of arterial/arterial roadways or along an arterial roadway within one-quarter mile of the intersection.

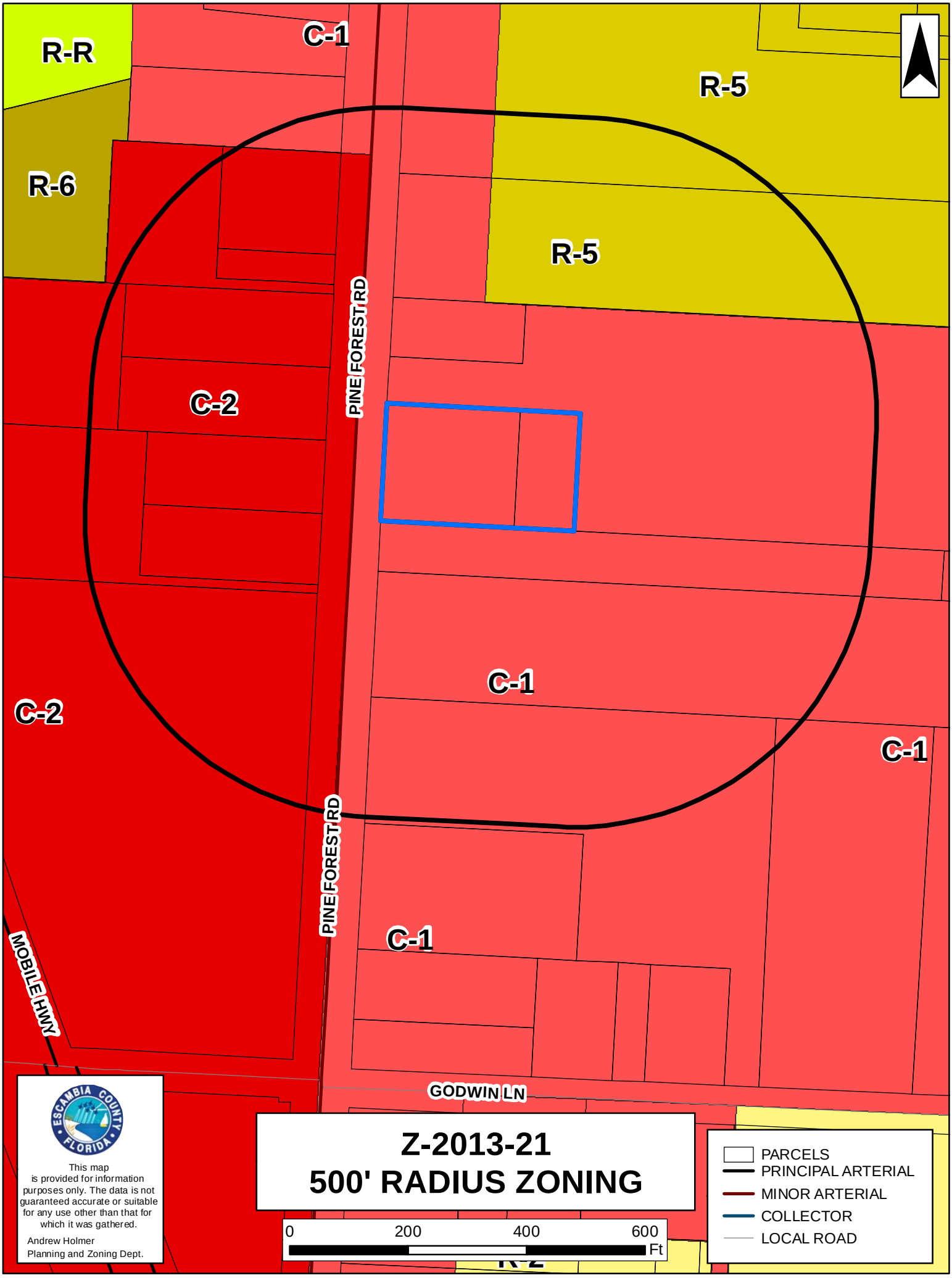
B. They may be located along an arterial roadway up to one-half mile from the intersection provided that all of the following criteria are met:

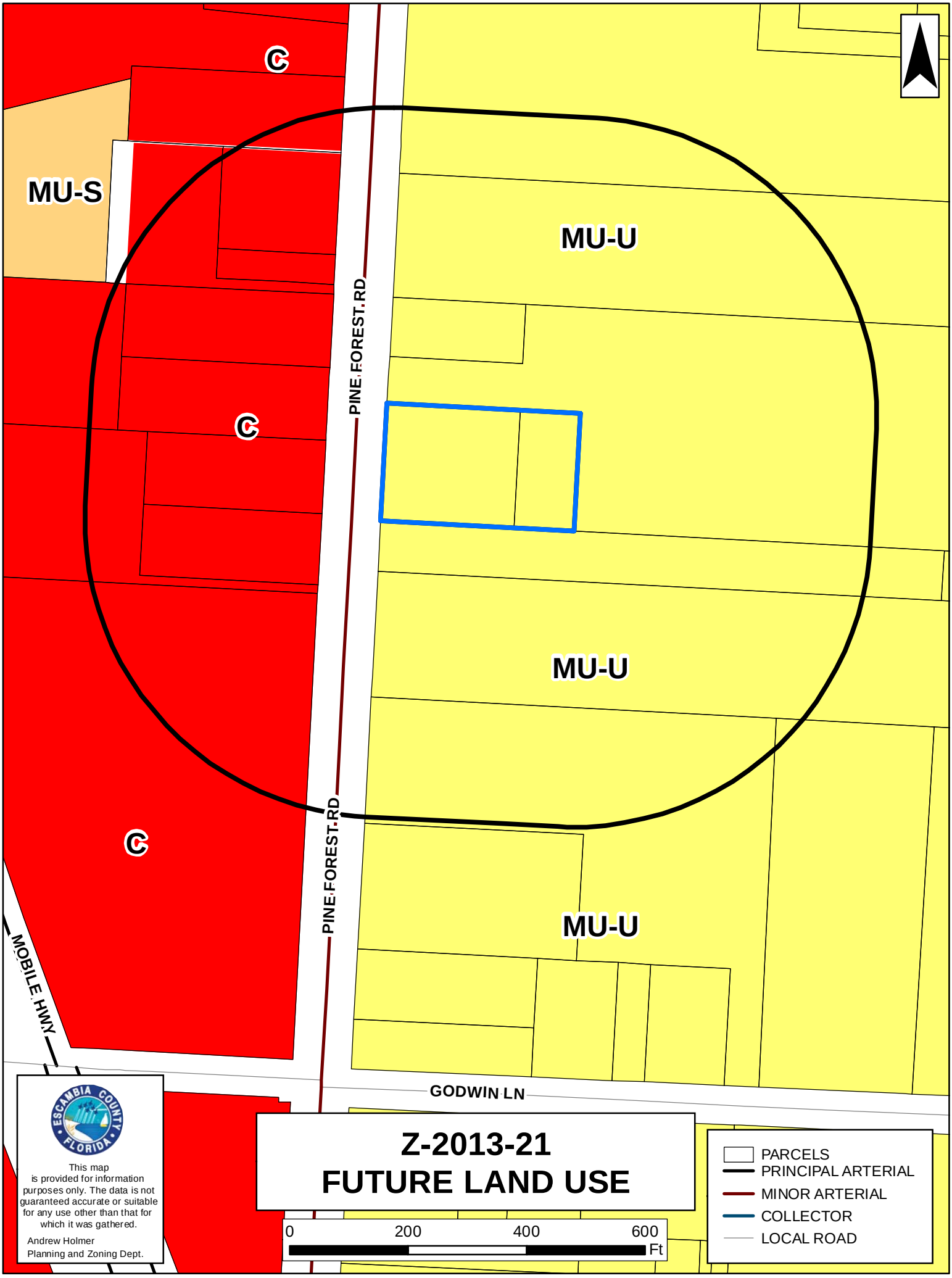
1. Does not abut a single-family residential zoning district (R-1, R-2, V-1, V-2, V-2A or V-3);
2. Includes a six-foot privacy fence as part of any required buffer and develops the required landscaping and buffering to ensure long-term compatibility with adjoining uses as described in Policy 7.A.3.8 and Article 7;
3. Negative impacts of these land uses on surrounding residential areas shall be minimized by placing the lower intensity uses on the site (such as stormwater ponds and parking) next to abutting residential dwelling units and placing the higher intensity uses (such as truck loading zones and dumpsters) next to the roadway or adjacent commercial properties;
4. Intrusions into recorded subdivisions shall be limited to 300 feet along the collector or arterial roadway and only the corner lots in the subdivision;
5. A system of service roads or shared access facilities shall be required, to the maximum extent feasible, where permitted by lot size, shape, ownership patterns, and site and roadway characteristics;
6. The property is located in areas where existing commercial or other intensive development is established and the proposed development would constitute infill development. The intensity of the use must be of a comparable intensity of the zoning and development on the surrounding parcels and must promote compact development and not promote ribbon or strip commercial development.

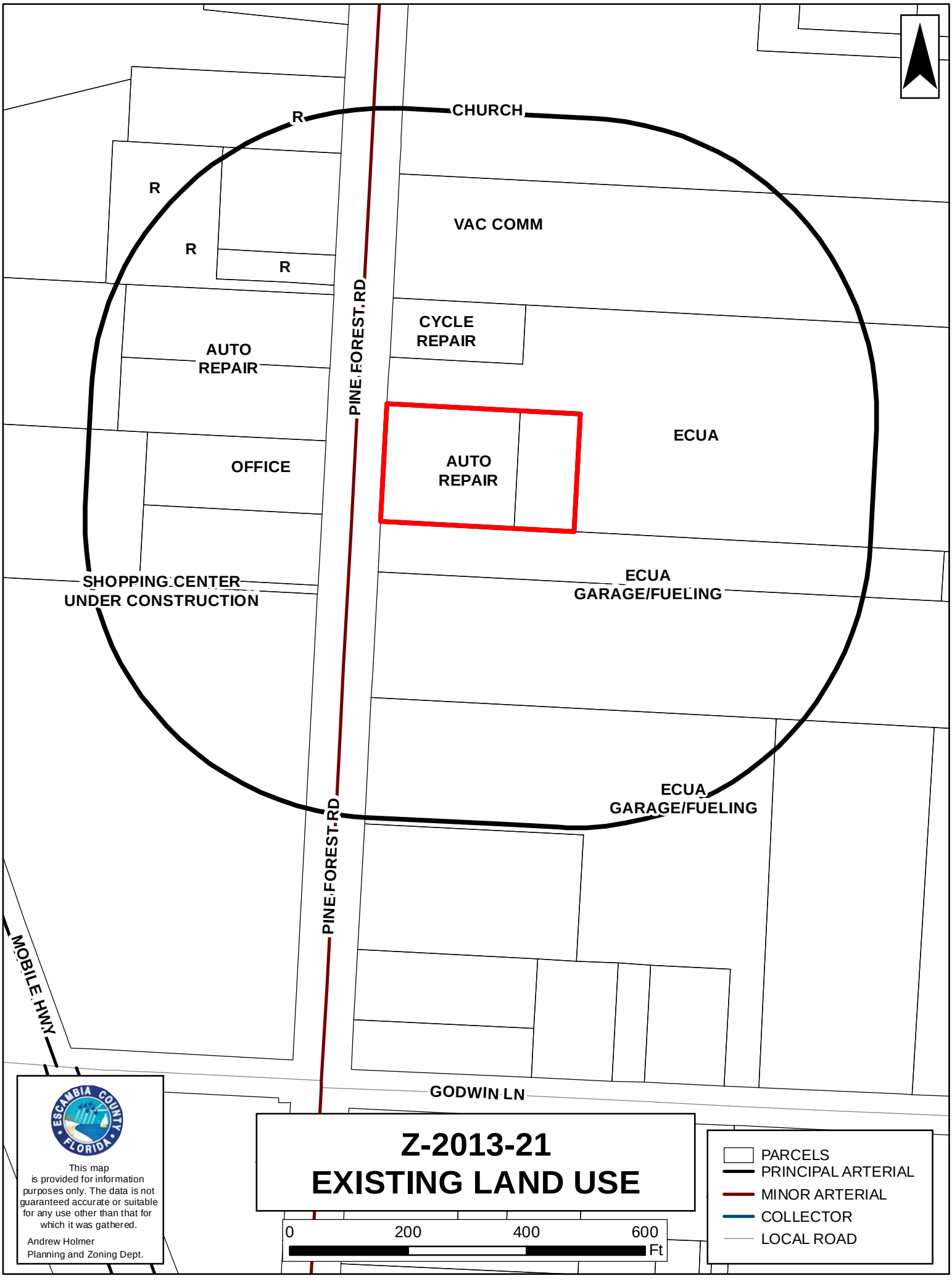
Attachments

Z-2013-21


RICKWOOD DR
RABURN RD
TANNEHILL DR
SLASH PINE RD
N BLUE ANGEL PKWY
PINE FOREST RD
NATHAN RD
PACKER PKWY
LONGLEAF DR
FOSTER ST
LA ROSA ST
CYCLE DR
HILLCREST AVE
MOBILE HWY
TEMPLE LN
GREEN BAY AVE
FARRIS AVE
EUREKA LN
MIDLAND PARK DR
BRIDGET LN
JARADA AVE
ADDIE GANT LN
GONZO RD
NANDORA AVE
COMMUNITY DR
GODWIN LN
GODWIN LN
MYSTIC LN
BUCKLAND DR
SANDY LN
PINE FOREST RD
MOBILE HWY
SIMPSON ST
DALLAS AVE
PETRA CIR
DUNN ST
SEQUOIA CIR
BELLVIEW AVE
HOGAN RD
MAYWOOD AVE
COTTON ST
TUPELO AVE
Z-2013-21
LOCATION MAP
0
1,000
2,000
3,000
Ft
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


R-R
C-1
R-5
R-6
R-5
PINE FOREST RD
C-2
C-1
C-2
C-1
PINE FOREST RD
C-1
MOBILE HWY
GODWIN LN
R-2
Z-2013-21
500' RADIUS ZONING
0
200
400
600
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.


C
MU-S
MU-U
PINE FOREST RD
C
MU-U
C
PINE FOREST RD
MU-U
MOBILE HWY
GODWIN LN
Z-2013-21
FUTURE LAND USE
0
200
400
600
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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CHURCH
R
R
R
R
VAC COMM
CYCLE REPAIR
AUTO REPAIR
PINE FOREST RD
AUTO REPAIR
ECUA
OFFICE
SHOPPING CENTER UNDER CONSTRUCTION
ECUA GARAGE/FUELING
ECUA GARAGE/FUELING
PINE FOREST RD
MOBILE HWY
GODWIN LN
ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.
Z-2013-21
EXISTING LAND USE
0
200
400
600
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD



Z-2013-21
AERIAL MAP

0 75 150 225 Ft

PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

ESCAMBIA COUNTY FLORIDA

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

Andrew Holmer
Planning and Zoning Dept.



PUBLIC HEARING SIGN



Looking East towards property from Pine Forest Rd



Looking North along Pine Forest



Looking Northwest from the property



Looking South along Pine Forest



Looking West across from site

REC'D OCT 17 2013

GARY SAPP'S

AUTOMOTIVE & TRUCK SERVICE CENTER

To Whom it May Concern:

Re: Rezoning Request

Enclosed please find the documents necessary to request rezoning of parcel #s 25-1S-31-4301-000-001 and 25-1S-31-4301-000-000 located at 6806 Pine Forest Road from C-1 Retail Commercial District to C-2 General Commercial District.

The proposed amendment is consistent with the Comprehensive Plan and does not conflict with the county's Land Development Code.

The current automobile service center use of the property is compatible with existing and proposed uses in the area of the subject property as the parcels are surrounded on all adjacent sides by commercial uses zoned C-1 and all parcels located across Pine Forest Road from the subject property are zoned C-2.

Additionally, there would be no adverse impact on the natural environment resulting from the proposed amendment from C-1 to C-2 zoning.

My proposed amendment is consistent with the development patterns in the area as the majority of the surrounding parcels are zoned commercial.

Thank you for your consideration of this matter.

Sincerely,

Gary R. Sapp
Owner/President

REC'D OCT 17 20

Development Services Department
Escambia County, Florida

APPLICATION

Please check application type:	☐ Conditional Use Request for: _____
☐ Administrative Appeal	☐ Variance Request for: _____
☐ Development Order Extension	☐ Rezoning Request from: C-1 to: C2NA

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

Owner(s) Name: Gary R Sapp Phone: 850-554-6040

Address: 20072 Earnhead Rd W, Summerdale AL 36574 Email: GSapp10040@aol.com

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

Property Address: 6800 Pine Forest Rd & 6806 Pine Forest Rd Pensacola FL 32526

Property Reference Number(s)/Legal Description: 25-1S-31-4301-000-001 AND 25-1S-31-4301-000-000

By my signature, I hereby certify that:

1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and
4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and
5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Signature of Owner/Agent	Printed Name Owner/Agent	Date
Gary R Sapp	Gary R Sapp	10-17-13
Signature of Owner	Printed Name of Owner	Date

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20 ____,

by _____.

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

JENNIFER LORI ROGERS
MY COMMISSION # EE190241
EXPIRES: April 17, 2016
(407) 398-0153 FloridaNotaryService.com

Signature of Notary (Seal must be affixed) Jennifer Lori Rogers — Printed Name of Notary

Jennifer Lori Rogers

FOR OFFICE USE ONLY CASE NUMBER: Z-2013-21

Meeting Date(s): PB 12/2/13, BCC 1/2/14 Accepted/Verified by: A Cam Date: 11/17/13

Fees Paid: $1,270.50 Receipt #: 592329 Permit #: PRZ 131000021

Development Services Department

Escambia County, Florida

FOR OFFICE USE:
CASE #: Z-2013-21

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 25-1S-31-4301-000-001 } 25-1S-31-4301-000-000

Property Address: 6800 & 6806 Pine Forest Rd - Pensacola FL 32526

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

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

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

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

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

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 17 DAY OF October, YEAR OF 2013.

Signature of Property Owner	Printed Name of Property Owner	Date
	Gary R Sapp	10-17-13
Signature of Property Owner	Printed Name of Property Owner	Date

Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #:_____

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at _____,
Florida, property reference number(s)_____
I hereby designate _____ for the sole purpose of completing this application and making a presentation to the:

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

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

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

Agent Name:_____ Email:_____

Address:_____ Phone:_____

_____	_____	_____
Signature of Property Owner	Printed Name of Property Owner	Date
_____	_____	_____
Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of _____ 20 ____,
by _____.

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

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

Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #:_____

APPLICATION
ATTACHMENTS CHECKLIST

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

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

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

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

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

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

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

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

~~b. BOA: Site Plan drawn to scale.~~

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

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

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

Please make the following three appointments with the Coordinator.

~~Appointment for pre-application meeting:~~_____

Appointment to turn in application:_____

Appointment to receive findings-of-fact:_____

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

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2010081988 12/20/2010 at 11:13 AM
OFF REC BK: 6669 PG: 1413 - 1417 Doc Type: WD
RECORDING: $44.00 Deed Stamps $2625.00

This Instrument Prepared By:
James S. Campbell
Beggs and Lane
Post Office Box 12950
501 Commendencia St.
Pensacola, Florida 32591-2950
(850) 432-2451
Florida Bar No.: 623539

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **Steve E. Barnhill and Brenda F. Barnhill, husband and wife** (collectively herein "Grantor"), whose address is 690 Newt Hood Road, Columbia, TN 38401, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, the receipt, adequacy and sufficiency of which is hereby acknowledged, does hereby bargain, sell, remise, confirm, convey and grant unto **Gary Sapp Automotive, Inc., a Florida corporation**, (herein "Grantee"), whose address is 6215 Mobile Highway, Pensacola, Florida 32526, its successors and assigns, forever, the following described real property located in Escambia County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO AND
INCORPORATED HEREIN BY THIS REFERENCE

Subject to those items more particularly set forth on Exhibit "B" attached hereto and incorporated herein by this reference (the "Permitted Exceptions").

IT IS UNDERSTOOD AND AGREED THAT GRANTOR DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY AND THE IMPROVEMENTS LOCATED THEREON, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN GRANTOR' S WARRANTY OF TITLE AS SET FORTH IN THIS DEED). GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR IS HEREBY SELLING AND CONVEYING THE PROPERTY AND IMPROVEMENTS TO GRANTEE AND GRANTEE IS ACCEPTING 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 GRANTEE BY GRANTOR OR ANY THIRD PARTY. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL EXPRESSLY SURVIVE CLOSING OF THIS TRANSACTION AND THE RECORDATION OF THIS WARRANTY DEED.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead, in fee simple forever. And Grantor covenants that Grantor is well seized of an indefeasible estate in fee simple in said property and has a good right to convey the same; that it is free of lien or encumbrances, and that Grantor, Grantor's heirs, executors, administrators, successors and assigns, in the quiet and peaceful possession and enjoyment thereof, against all persons whomsoever lawfully claiming the same, shall and will forever warrant and defend, subject to the exceptions set forth herein.

IN WITNESS WHEREOF, we have hereunto set our hands this 15th day of December, 2010.

Signed, sealed and delivered
in the presence of:

Name: Taylor Stone

Name: Amy L Manning

Steve E. Barnhill

Brenda F. Barnhill, by Steve E. Barnhill as attorney-in-fact

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, subscribed to and acknowledged before me this 15th day of December, 2010, by Steve E. Barnhill, individually and as attorney-in-fact for Brenda F. Barnhill, who did take an oath and who:

____ is/are personally known to me.
__✓__ produced current __TN__ (state) driver's license as identification.
____ produced _____ as identification.



(Notary Seal Must Be Affixed)

Notary Public

Name of Notary Printed
My Commission Expires:_____
Commission Number:_____

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel A:

Commencing at the intersection of the East right of way line of Pine Forest Road and the South line of Section 25, Township 1 South, Range 31 West, Escambia County, Florida; thence North 01 degrees 42'40" East along said right of way line for a distance of 1141.00 feet; thence South 88 degrees 36'50" East for a distance of 225.00 feet for the Point of Beginning; thence continue South 88 degrees 36'50" East for a distance of 100.00 feet; thence South 01 degrees 42'40" West for a distance of 199.00 feet; thence North 88 degrees 36'50" West for a distance of 100.00 feet; thence North 01 degrees 42'40" East for a distance of 199.00 feet to the Point of Beginning. All lying and being in Section 25, Township 1 South, Range 31 West, Escambia County. Florida. Containing 0.45 acres more or less.

Parcel B:

Commencing at the intersection of the East right of way line of Pine Forest Road and the South line of Section 25, Township 1 South, Range 31 West, Escambia County, Florida; thence North 01 degrees 42'40" East along said right of way line for a distance of 942.00 feet for the Point of Beginning; thence continue North 01 degrees 42'40" East along said right of way line for a distance of 199.00 feet; thence South 88 degrees 36'50" East for a distance of 225.00 feet; thence South 01 degrees 42'40" West for a distance of 199.00 feet; thence North 88 degrees 36'50" West for a distance of 225.00 feet to the Point of Beginning. All lying and being in Section 25, Township 1 South, Range 31 West, Escambia County, Florida. Containing 1.03 acres, more or less.

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. Property taxes for the year 2011, which are not yet due and payable.

RESIDENTIAL SALES

ABUTTING ROADWAY MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway: 6806 Pine Forest Road

Legal Address of Property: 6806 Pine Forest Road, Pensacola, FL

The State (X)has accepted (____) has not accepted

the abutting roadway for maintenance.

This form completed by:
Beggs & Lane
501 Commendencia Street
Pensacola, FL 32502

AS TO SELLER(S):

Steve E. Barnhill

Brenda F. Barnhill By Steve E. Barnhill

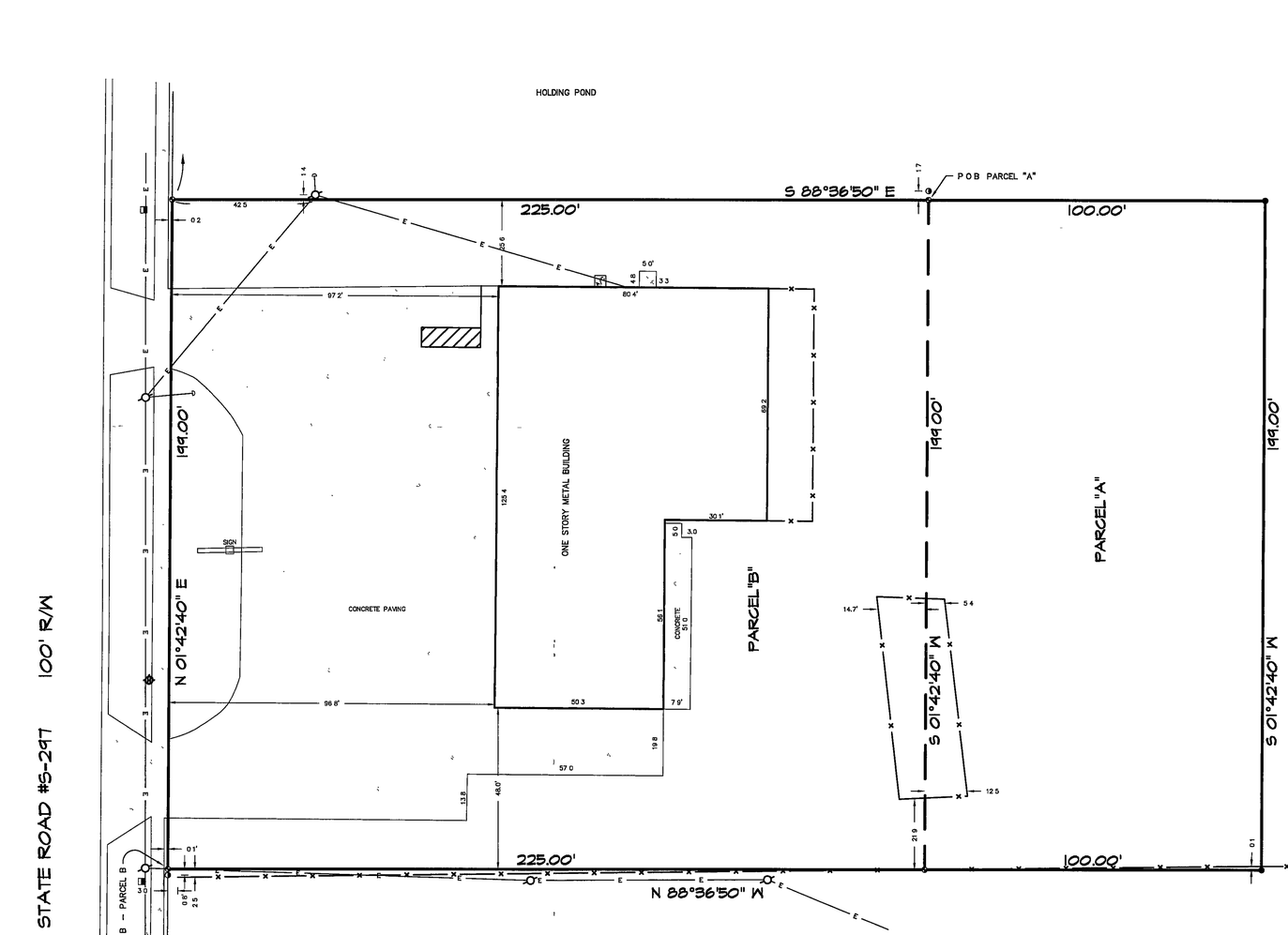
Brenda F. Barnhill, by Steve E. Barnhill, as attorney-in-fact

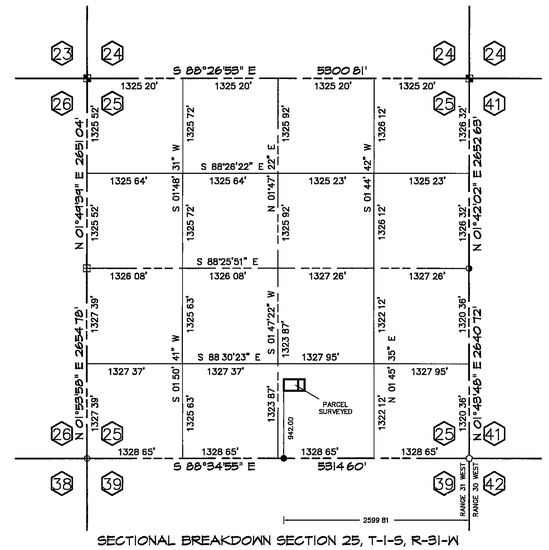
AS TO BUYER(S):

Gary Sapp Automotive, Inc.
a Florida corporation

By: _____
Gary Robert Sapp, President

THIS FORM APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Effective: 4/15/95





SECTIONAL BREAKDOWN SECTION 25, T-1-S, R-31-W
SCALE 1" = 1000'

CERTIFIED TO MEET MINIMUM TECHNICAL STANDARDS TO
Gary Sapp Automotive, Inc
Steve E & Brenda F Barnhill
Beck Property Company, Inc
Chicago Title Insurance Company
Beggs & Lane, LLP

OR 2774, P 875

STREET ADDRESS 6806 Pine Forest road

LEGAL DESCRIPTION
Parcel A

Commencing at the intersection of the East right of way line of Pine Forest Road and the South line of Section 25, Township 1 South, Range 31 West, Escambia County, Florida, thence North 01 degrees 42'40" East along said right of way line for a distance of 1141 00 feet, thence South 88 degrees 36'50" East for a distance of 225 00 feet for the point of beginning, thence continue South 88 degrees 36'50" East for a distance of 100 00 feet, thence South 01 degrees 42'40" West for a distance of 199 00 feet, thence North 88 degrees 36'50" West for a distance of 100 00 feet, thence North 01 degrees 42'40" East for a distance of 199 00 feet to the point of beginning

All lying and being in Section 25, Township 1 South, Range 31 West, Escambia County, Florida Containing 0 45 acres, more or less

LEGAL DESCRIPTION
Parcel B

Commencing at the intersection of the East right of way line of Pine Forest Road and the South line of Section 25, Township 1 South, Range 31 West, Escambia County, Florida, thence North 01 degrees 42'40" East along said right of way line for a distance of 942 00 feet for the point of beginning, thence continue North 01 degrees 42'40" East along said right of way line for a distance of 199 00 feet, thence South 88 degrees 36'50" East for a distance of 225 00 feet, thence South 01 degrees 42'40" West for a distance of 199 00 feet, thence North 88 degrees 36'50" West for a distance of 225 00 feet to the point of beginning

All lying and being in Section 25, Township 1 South, Range 31 West, Escambia County, Florida Containing 1 03 acres, more or less

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

LEGEND
R/W Right of way
P O B Point of beginning
P O C Point of commencement
● 1/2" Capped iron rod set #7073
⊛ 1/2" Capped iron rod found #2449
◉ 1/2" Capped iron rod found #illegible
⊕ 1/2" Iron rod found
Fire hydrant
Mailbox
Power pole
Guy wire
—E— Electric line
—x— Chain link fence
4" x 4" Concrete monument found no #
Nail and disk found
Axle found

REVISION - ADDED CERTIFICATION 12-13-10

Measurements made in accordance with United States Standards

Bearing Reference NORTH BASED ON THE SOUTH LINE OF SECTION 25 AS S 88°34'55" E
Ordered By TAYLOR STONE Elevation Reference
Encroachments FENCE, TAX MAPS PUBLIC RECORDS, OR 426, P 346, OR 1064, P 521, OR 2774, P 875, OR 3861, P 44, OR 3015 P 165, OR 256, P 57, SURVEYS BY NICHOLS, BUTLER, JUSTICE, OVERMAN AND THIS FIRM, CERTIFIED CORNER RECORDED, DOT R/W MAP STATE ROAD #297, SECTION 48180-2501 6 SHEETS

A BOUNDARY SURVEY, LOCATION OF IMPROVEMENTS A PORTION OF SECTION 25, T-1-S, R-31-W

PITTMAN, GLAZE & ASSOCIATES, INC.
LAND SURVEYORS
700 NORTH NINTH AVENUE
PENSACOLA, FL 32501
Phone (850) 434-6666 Fax (850) 434-6661
Email pgasurvey@bellsouth.net

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

David D. Glaze ☐ PSM #5605
Walter J. Glaze ■ PSM #6190

SHEET 1
OF 1 SHEETS

NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEALING SIGN

Scale 1" = 20'
File No C-6431
Job No 34590-10
Date of Plat 11-30-10
Date of Survey 11-29-10
FB 1448 PG 59-62
FB PG
FB PG
Drawn by PMJ

Development Services Department
Building Inspections Division
3363 West Park Place
Pensacola, Florida, 32505
(850) 595-3550
Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **592329**

Date Issued. : 10/17/2013
Cashier ID : LALOWE

Application No. : PRZ131000021

Project Name : Z -2013-21

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check			
	7547	$1,270.50	App ID : PRZ131000021
		$1,270.50	Total Check

Received From : GARY SAPP
Total Receipt Amount : **$1,270.50**
Change Due : $0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ131000021	684460	1,270.50	$0.00	6806 PINE FOREST RD, PENSACOLA, FL, 32526

Total Amount :	**1,270.50**	$0.00	Balance Due on this/these Application(s) as of 10/17/2013

GARY SAPP AUTOMOTIVE INC
6806 PINE FOREST RD
PENSACOLA, FL 32526

EARLEY JOHN JR
6823 PINE FOREST RD
PENSACOLA, FL 32526

CALVARY BAPTIST CHURCH OF PENSACOLA INC
6824 PINE FOREST RD
PENSACOLA, FL 32526

BRUSTER REGINALD &
734 FORGOTTON CREEK LN
PENSACOLA, FL 32514

THOR INVESTMENTS LLC
6809 PINE FOREST RD
PENSACOLA, FL 32526

ANDREWS F M & GLYNDA K
7515 NOKOMIS ST
PENSACOLA, FL 32526

WOLF DANIEL O
PO BOX 731
CRESTVIEW, FL 32536

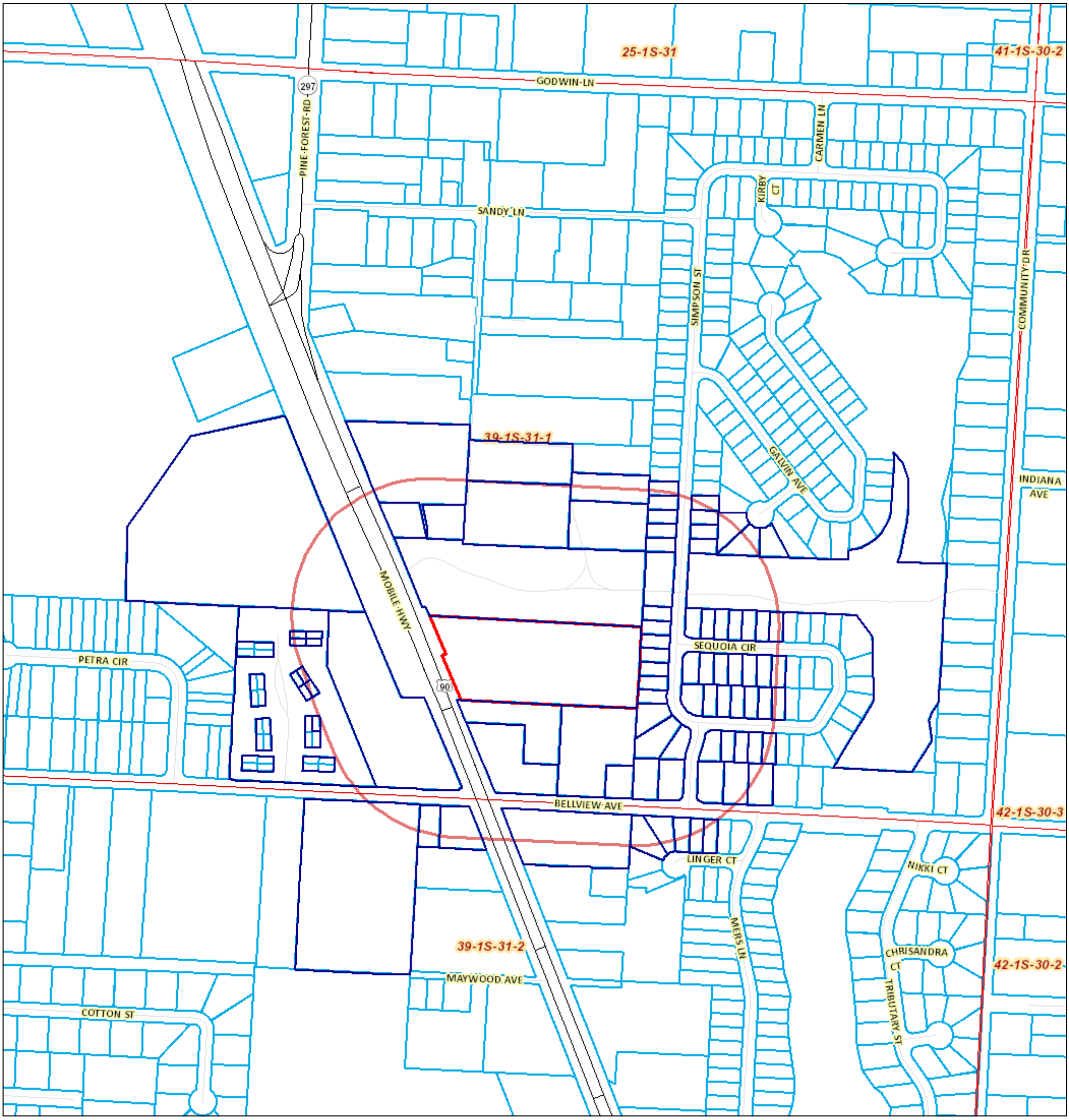
EMERALD COAST UTILITIES AUTHORITY
PO BOX 15311
PENSACOLA, FL 32514

MOULTON PROPERTIES INC
PO BOX 12524
PENSACOLA, FL 325912524

PINE FOREST CYCLES INC
6808 PINE FOREST RD
PENSACOLA, FL 32526

KIMMONS THOMAS R & JAN E
2560 GULF BREEZE AVE
PENSACOLA, FL 32507

Chris Jones Escambia County Property Appraiser



November 19, 2013

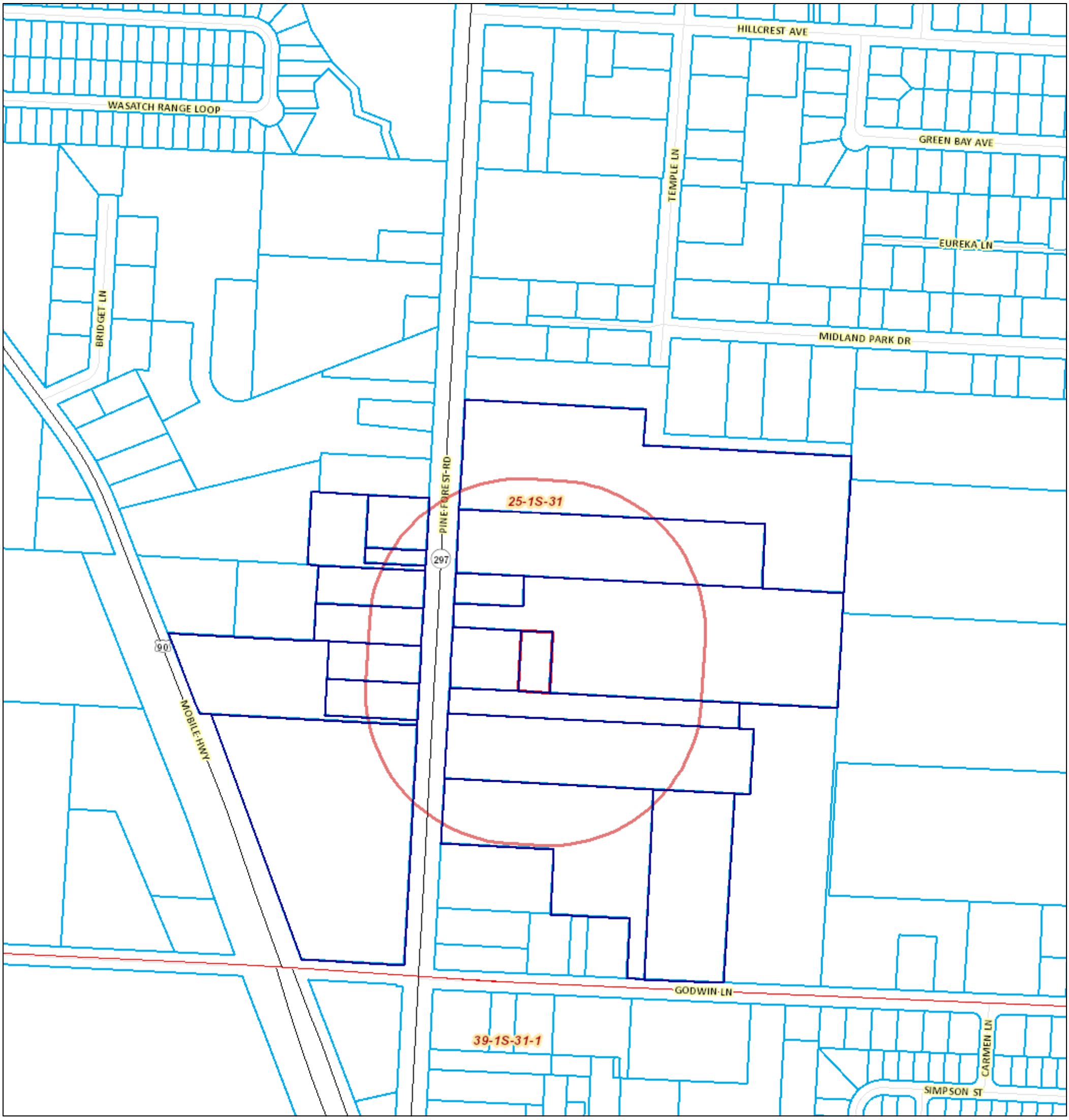
1:4,261

0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Property Line

Chris Jones Escambia County Property Appraiser



November 19, 2013

1:3,837

0 0.0425 0.085 0.17 mi

0 0.05 0.1 0.2 km

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Property Line

Z-2013-22

MR. SAPP: Would that match the E-mail that was sent?

MR. HOLMER: Yes, that would be the staff findings that were sent to you.

08:48AM MR. SAPP: Those were consistent with mine.

(Motion by Mr. Tate.)

MR. TATE: If that's the case, then I move that this Board approve the rezoning case Z-2013

08:48AM VOID

M

M motion and a second. All those in favor, say aye.

(Board members vote.)

MR. BRISKE: Opposed?

(None.)

MR. BRISKE: The motion carries.

(Motion passed unanimously.)

MR. BRISKE: See how easy that was?

MR. SAPP: Thank you.

MR. BRISKE: Thank you. Good luck to you.

They're not all that easy, folks. I just want to let you know that.

(Case Z-2013-21 concluded. Transcript

08:49AM continues on Page 18.)

* * *

Applicant: Sean and Elizabeth Vinaja, Owners
Address: 2842 Nowak Dairy Road
From VAG-2, Villages Agriculture Districts, Gross Density (one du/five acres)
To: VR-1, Villages Rural Residential Districts, Gross Density (One du/four acres.)

MR. BRISKE: We will now go on to our next case, which is Case Z-2013-22. This is Sean and Elizabeth Vinaja.

MS. VINAJA: Vinaja.

MR. BRISKE: Vinaja. Close enough. I'm sorry -- 2842 Nowak Dairy Road. This is from VAG-2 to VR-1, which VAG is Villages

08:49AM Agricultural District, and VR-1 is Villages Rural Residential.

Members of the Board, I'll once again ask if there has been any ex parte communication between you, the applicant, the agents,

08:49AM attorneys, witnesses, fellow Planning Board members or general public? I would also ask you to disclose if you have visited the subject property and if you are a relative of any of these parties?

08:50AM Mr. Goodloe?

MR. GOODLOE: No to all.

MR. WOODWARD: No to all.

MR. BRISKE: The Chairman. No to all.

MR. TATE: Mr. Chair, Mr. and Mrs. Vinaja

08:50AM are personally known to me and have been for a long period of time. We share the same employer. However, I was not familiar with this particular project of theirs until we received our packet, and based upon the advice

08:50AM of our Board attorney, I don't believe I have any conflict in voting today.

MR. BRISKE: Thank you for the disclosure.

MS. DAVIS: No to all the above.

MR. BRISKE: Mr. Wingate?

08:50AM MR. WINGATE: I am familiar with the site and I have viewed the site by a drive by and no communication.

MR. BRISKE: Thank you.

MS. SINDEL: I'm familiar with the site,

08:50AM but no communication.

MR. BRISKE: Thank you. Staff was a notice of hearing sent to all interested parties on this case?

MR. LEMOS: Yes, sir, it was.

08:50AM MR. BRISKE: And was it also posted on the

subject property?

MR. LEMOS: Yes, sir, it was.

MR. BRISKE: As long as there are no objections, Ms. Vinaja, we'll have the staff

08:51AM present the maps and photography, please.

MR. WOODWARD: Let me ask a question. What is the difference between VAG-2 and VR-1? Is that an upzoning or a downzoning?

MR. BRISKE: It is up for the density.

08:51AM Drew, do you want to go ahead and do our maps and photography?

(Presentation of Maps and Photography.)

MR. LEMOS: Once again this is rezoning Case Z-2013-22. This is the locational map

08:51AM for the parcel in question. This is the 500-foot buffer with the zoning. You can see it's Residential, Rural Residential. This is our Future Land Use Map, Mixed Use Suburban. This is our existing land use of the 500-foot

08:52AM buffer for the parcel in question. This is an aerial photograph of the site. This is our public hearing sign on the site.

This is looking northwest towards the property across from Nowak Dairy Road.

08:52AM Looking northwest across Nowak Dairy Road.

This is looking southeast from the property onto Nowak Dairy Road. Looking southwest across from the property in question. This is the 500-foot radius map for the mailings. This is the actual mailing list from the property appraiser.

MR. BRISKE: Board members, any questions? Ms. Vinaja, would you please come forward? I'll have you sworn in and then state your name and address for the record, please.

(Elizabeth Vinaja sworn.)

MR. BRISKE: Good morning. Your name and address, please.

MS. VINAJA: My name is Elizabeth Vinaja. We currently live at 2067 Joshua Drive, but the property is Nowak Dairy Road.

MR. BRISKE: Thank you. Have you received a copy of the staff's rezoning hearing package with the Findings-of-Fact?

MS. VINAJA: Yes, sir.

MR. BRISKE: Do you understand that you have the burden of providing substantial competent evidence that this proposed rezoning is consistent with the Comprehensive Plan, furthers the policies, goals and objectives of

that plan and is not in conflict with any portion of the Land Development Code?

MS. VINAJA: Yes.

MR. BRISKE: All right. This is another one where we do not have any speakers signed up. I believe the --

MR. TATE: Our question to you, and I think you submitted in your packet your own statement where you thought you were with regards to [VOID] agreement with the st[VOID]d do you want to us[VOID]..

MS. VINAJA: We are in agreement with the Board's findings.

(Motion by Mr. Tate.)

MR. TATE: With that in mind and if there's no opposition from the public, then I would move that we find in favor of Case Number Z-2013-22 and approve it to the BCC.

MS. SINDEL: Second.

MR. WINGATE: Second.

MR. BRISKE: A motion and several seconds. Hopefully staff is getting that down. Anymore discussion on this case? All those in favor, say aye.

(Board members vote.)

MR. BRISKE: Opposed?

(None.)

MR. BRISKE: The motion carries unanimously.

(Motion passed unanimously.)

MR. BRISKE: Good luck with it.

(Conclusion of Case Z-2013-22. The transcript continues on Page 24.)

* * *

* * *

Applicant: Wiley "Buddy" Page, Agent for Smart Living LLC, Owner
Address: Airway Drive and Nine Mile Road
From: S-1, Outdoor Recreational District (Noncumulative)
To: R-5, Urban Residential/Limited Office District, (cumulative) High Density

---

MR. B[VOID]oes have speakers, [VOID]ble to do that process. We want to give everyone an opportunity. I would like to say before we start the case, the Board considers the criteria that is up on the screen there. The six criterion is how we consider projects. We do not consider the specifics of the development that may or may not go on the project. In this case it's being addressed to go from an S-1 to an R-5. This Board will consider everything and anything that could potentially be on R-5. We don't get into what specifically they plan to do. Now, the applicant may decide to disclose that to you, but that is not limiting them in this hearing to what they say. It is all allowable uses in the R-5 is what it is, and that's the only way

Planning Board-Rezoning **5. B.**

Meeting Date:	12/02/2013
CASE :	Z-2013-22
APPLICANT:	Sean and Elizabeth Vinaja, Owners
ADDRESS:	2842 Nowak Dairy Rd
PROPERTY REF. NO.:	36-1N-31-2000-000-000
FUTURE LAND USE:	MU-S, Mixed-Use Suburban
DISTRICT:	5
OVERLAY DISTRICT:	NA
BCC MEETING DATE:	**01/02/2014**

SUBMISSION DATA:
REQUESTED REZONING:

FROM: VAG-2, Villages Agriculture Districts, Gross Density (one du/five acres)

TO: VR-1, Villages Rural Residential Districts, Gross Density (one du/four acres)

RELEVANT AUTHORITY:

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

CRITERION (1)
Consistent with the Comprehensive Plan.
Whether the proposed amendment is consistent with the Comprehensive Plan.

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

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Suburban (MU-S) Future Land Use (FLU) category is intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. Range of allowable uses include: Residential, Retail and Services, Professional Office, Recreational Facilities, Public and Civic. The minimum residential density is two dwelling units per acre and the maximum residential density is ten dwelling units per acre.

CPP FLU 1.5.3 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and

intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FINDINGS

The proposed amendment to VR-1 **is consistent** with the intent and purpose of Future Land Use category MU-S, as stated in CPP FLU 1.3.1, as the parcel is currently compatible with the allowable densities and uses within the FLU category. The proposal is also consistent with CPP FLU 1.5.3, as the parcel is accessed using the existing public roads and if development occurs, the applicant may expand the use of utilities and service infrastructure.

CRITERION (2)

Consistent with The Land Development Code.

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

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The requested VR-1 densities will reflect the large lot rural land development patterns, compatible with the existing conditions of the surrounding zoning districts. Furthermore, the amendment would provide for comparable land uses reflecting the low density residential development characteristics of the district.

CRITERION (3)

Compatible with surrounding uses.

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

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts VAG-2, V-1, R-2 and VR-1. Two agricultural parcels, one residential agricultural parcel, five vacant residential parcels and 13 single-family residences.

CRITERION (4)

Changed conditions.

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

FINDINGS

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

CRITERION (5)

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

FINDINGS
According to the National Wetland Inventory, wetlands and hydric soils **were not** indicated on the subject property. However, the applicant stated that an environmental study was completed and the wetlands were delineated by Wetland Sciences personnel. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

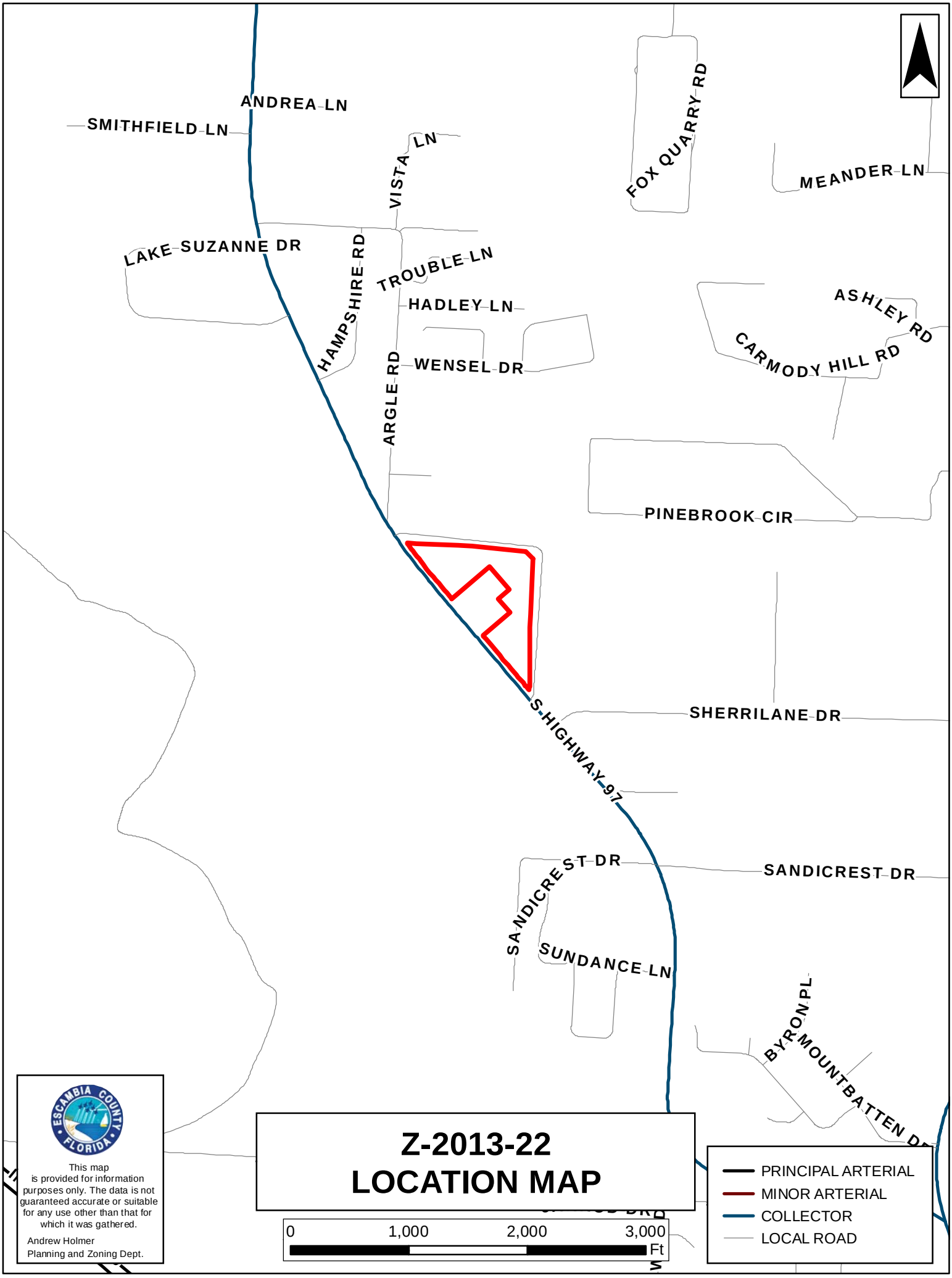
CRITERION (6)

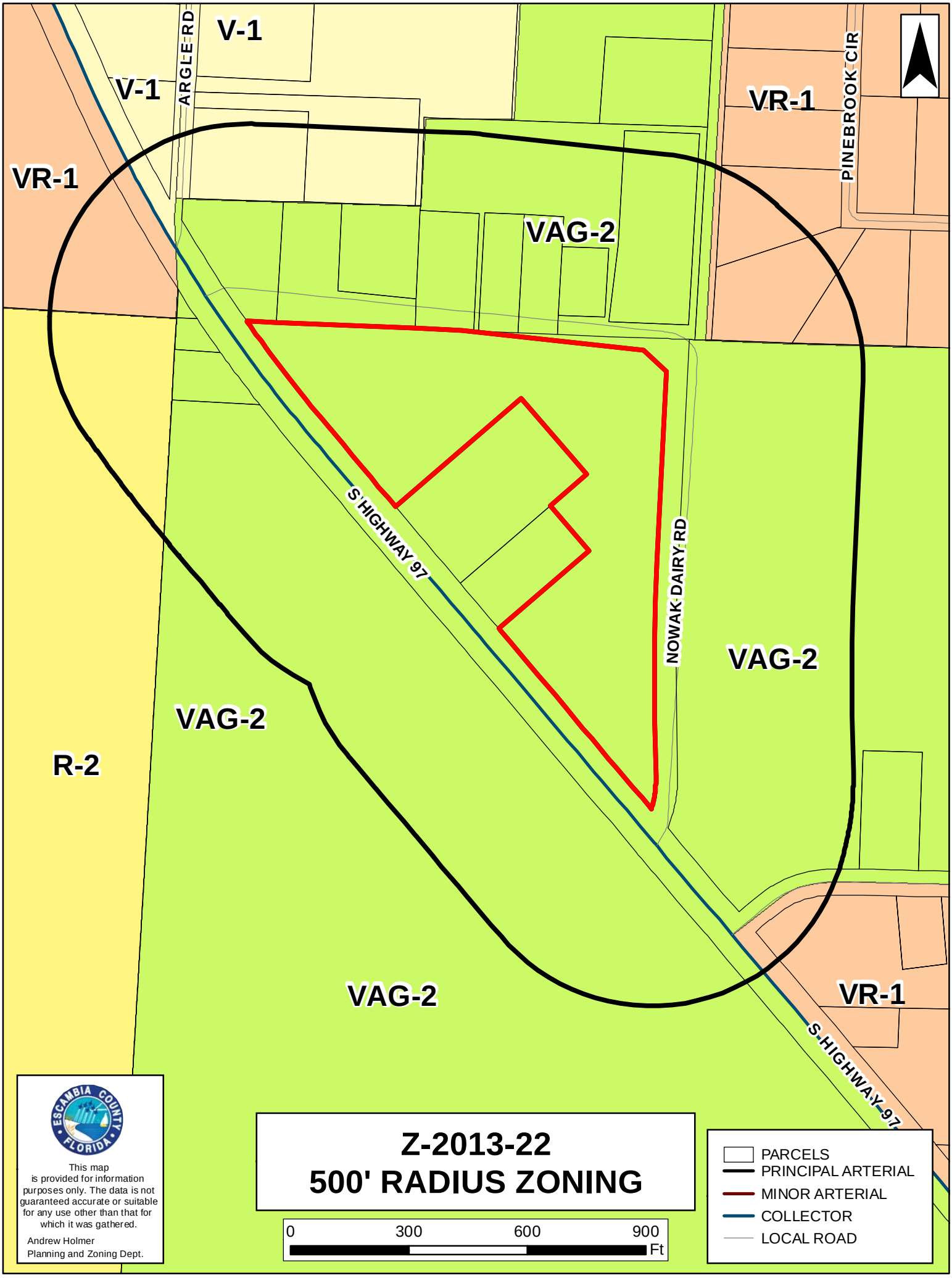
Development patterns.
Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

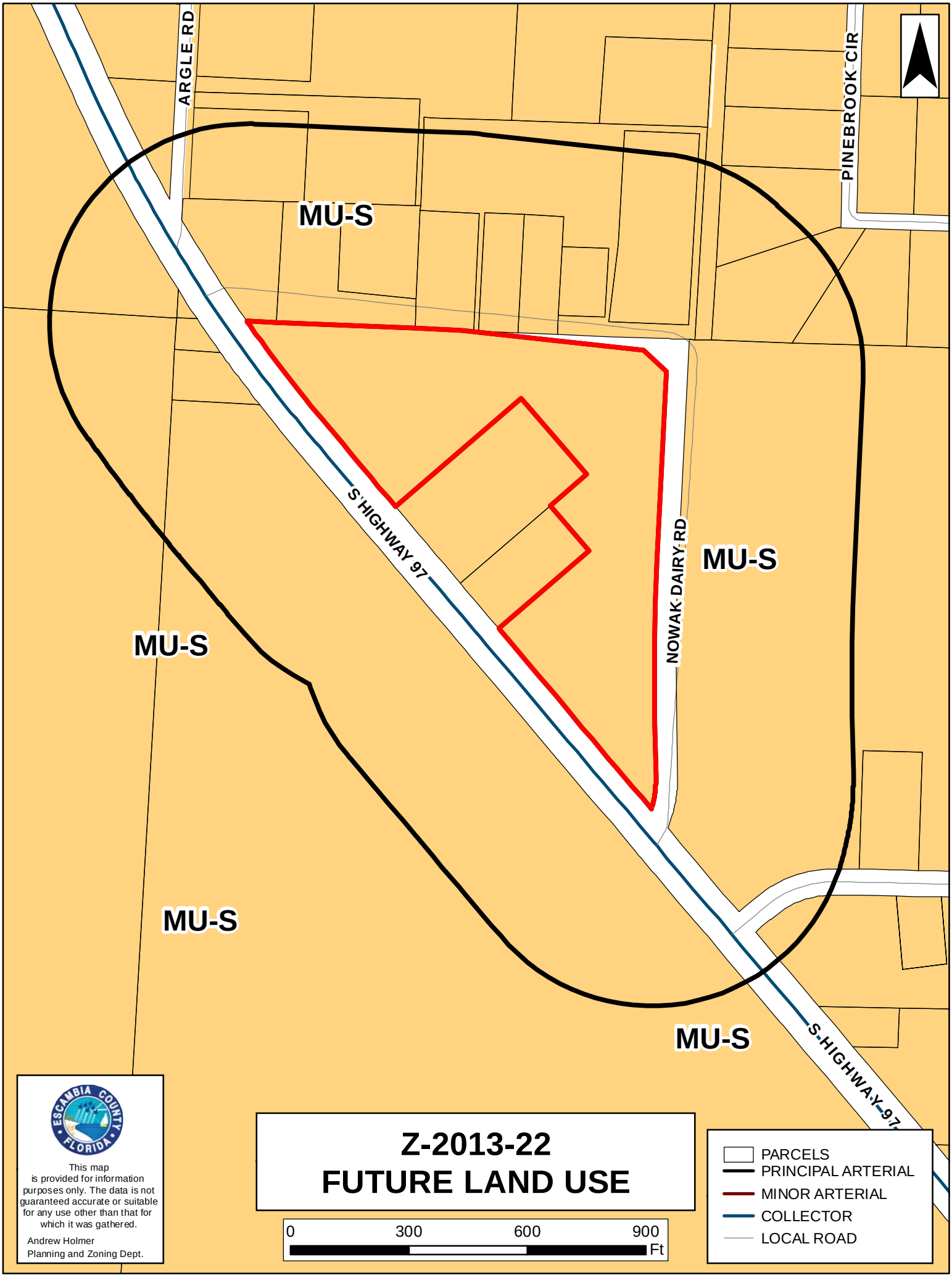
FINDINGS
The proposed amendment **would** result in a logical and orderly development pattern. Based on the existing land uses staff observed during the site visit, the proposed amendment would be compatible with the surrounding conditions and intensities allowed by the zoning category. Likewise, the amendment would create an orderly development pattern by maintaining the large lot, low density rural characteristics of the area.

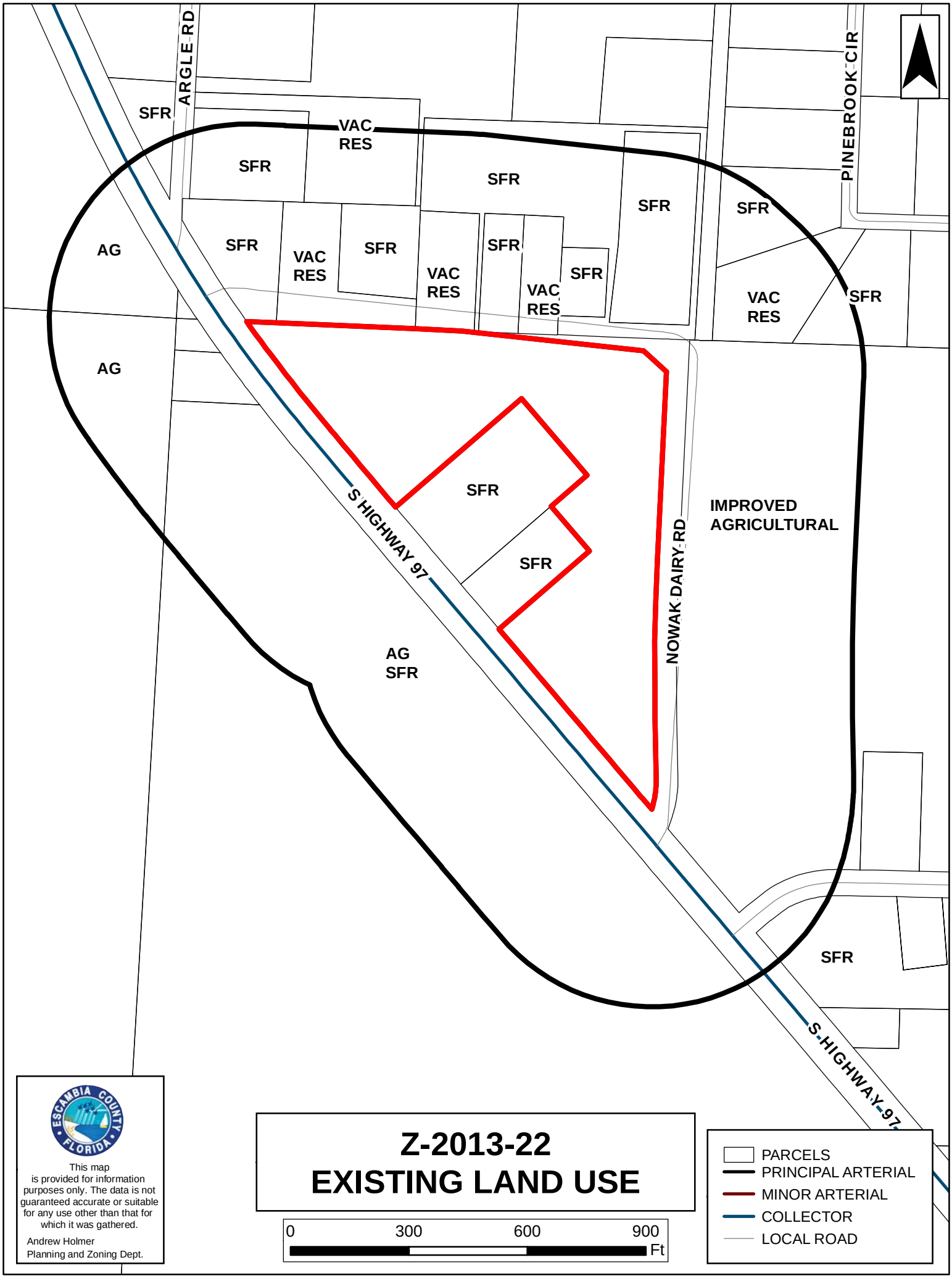
Attachments

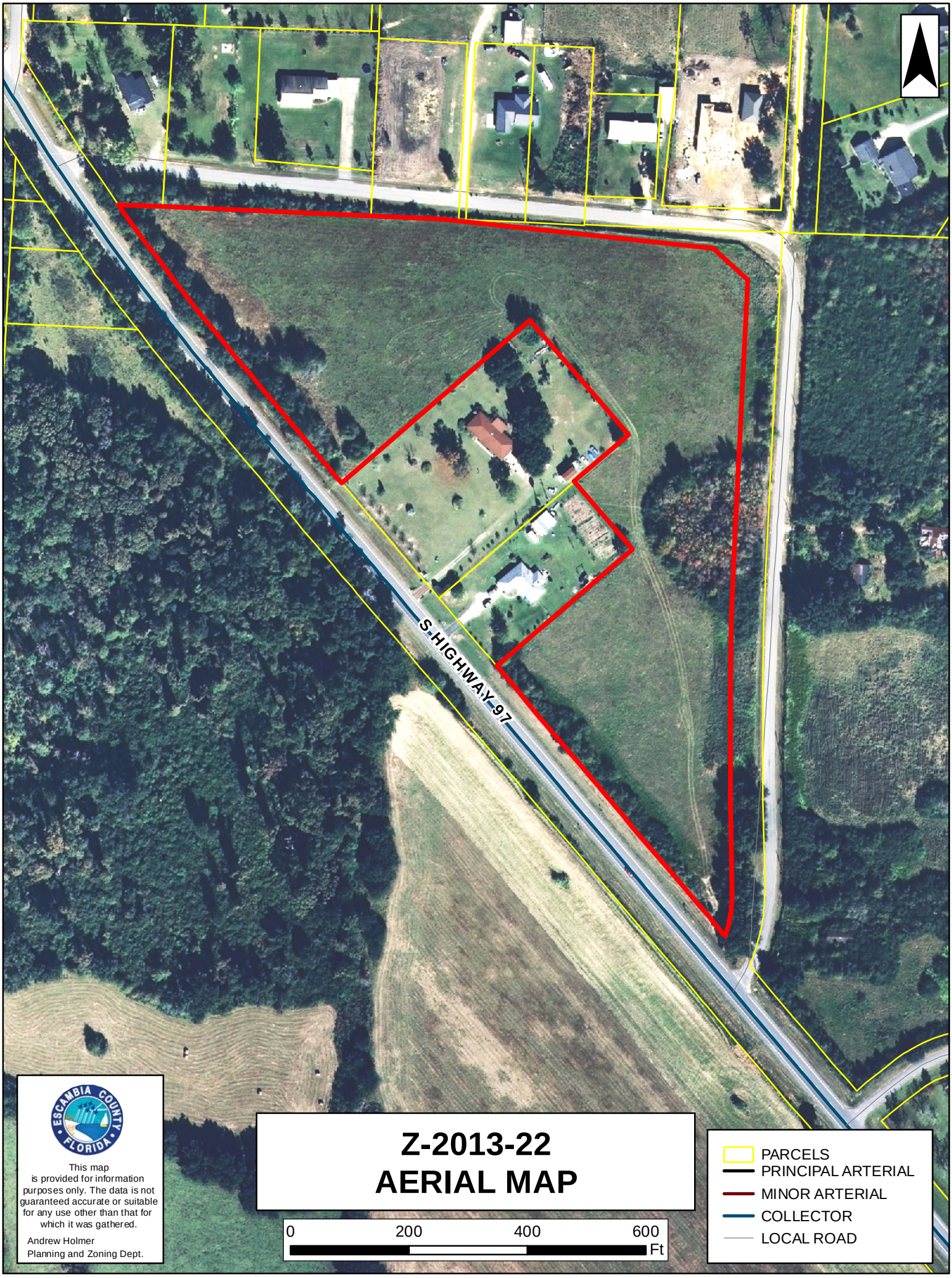
Z-2013-22


ANDREA LN
SMITHFIELD LN
VISTA LN
FOX QUARRY RD
MEANDER LN
LAKE SUZANNE DR
HAMPSHIRE RD
TROUBLE LN
HADLEY LN
ASHLEY RD
CARMODY HILL RD
ARGLE RD
WENSEL DR
PINEBROOK CIR
SHERRILANE DR
S HIGHWAY 97
SANDICREST DR
SANDICREST DR
SUNDANCE LN
BYRON PL
MOUNTBATTEN DR
Z-2013-22
LOCATION MAP
0
1,000
2,000
3,000
Ft
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


V-1
V-1
ARGLE RD
VR-1
PINEBROOK CIR
VR-1
VAG-2
S HIGHWAY 97
NOWAK DAIRY RD
VAG-2
VAG-2
R-2
VAG-2
VR-1
S HIGHWAY 97
Z-2013-22
500' RADIUS ZONING
0
300
600
900
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.


ARGLE RD
PINEBROOK CIR
MU-S
S HIGHWAY 97
NOWAK DAIRY RD
MU-S
MU-S
MU-S
MU-S
S HIGHWAY 97
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
Z-2013-22
FUTURE LAND USE
0
300
600
900
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


ARGLE RD
PINEBROOK CIR
S HIGHWAY 97
NOWAK DAIRY RD
SFR
VAC RES
AG
IMPROVED AGRICULTURAL
Z-2013-22
EXISTING LAND USE
0
300
600
900
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.



Z-2013-22
AERIAL MAP

0 200 400 600 Ft

PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

ESCAMBIA COUNTY FLORIDA

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

Andrew Holmer
Planning and Zoning Dept.



LOOKING NORTHEAST ACROSS FROM SITE



LOOKING NORTWEST ONTO SITE



LOOKING SOUTHEAST ON NOWACK DAIRY



LOOKING SOUTHWEST FROM SITE ACROSS NOWACK DAIRY



PUBLIC HEARING SIGN

Proposed Rezoning of
2842 Nowak Dairy Road
Cantonment, FL 32533

a. *Consistency with the Comprehensive Plan:* The proposed rezoning involves changing the zoning from VAG-2 to VR-1 so that we can subdivide the current 12.3-acre parcel into three 4-acre parcels for single-family residences. This request is consistent with the Comprehensive Plan.

b. *Consistency with this Code:* Though the 12.3-acre parcel is not directly adjacent to other VR-1 lots, there are several other lots that are zoned VR-1 in the area (see attached sheet). As required by the LDC, this is not a case of spot zoning. This request is consistent with this Code.

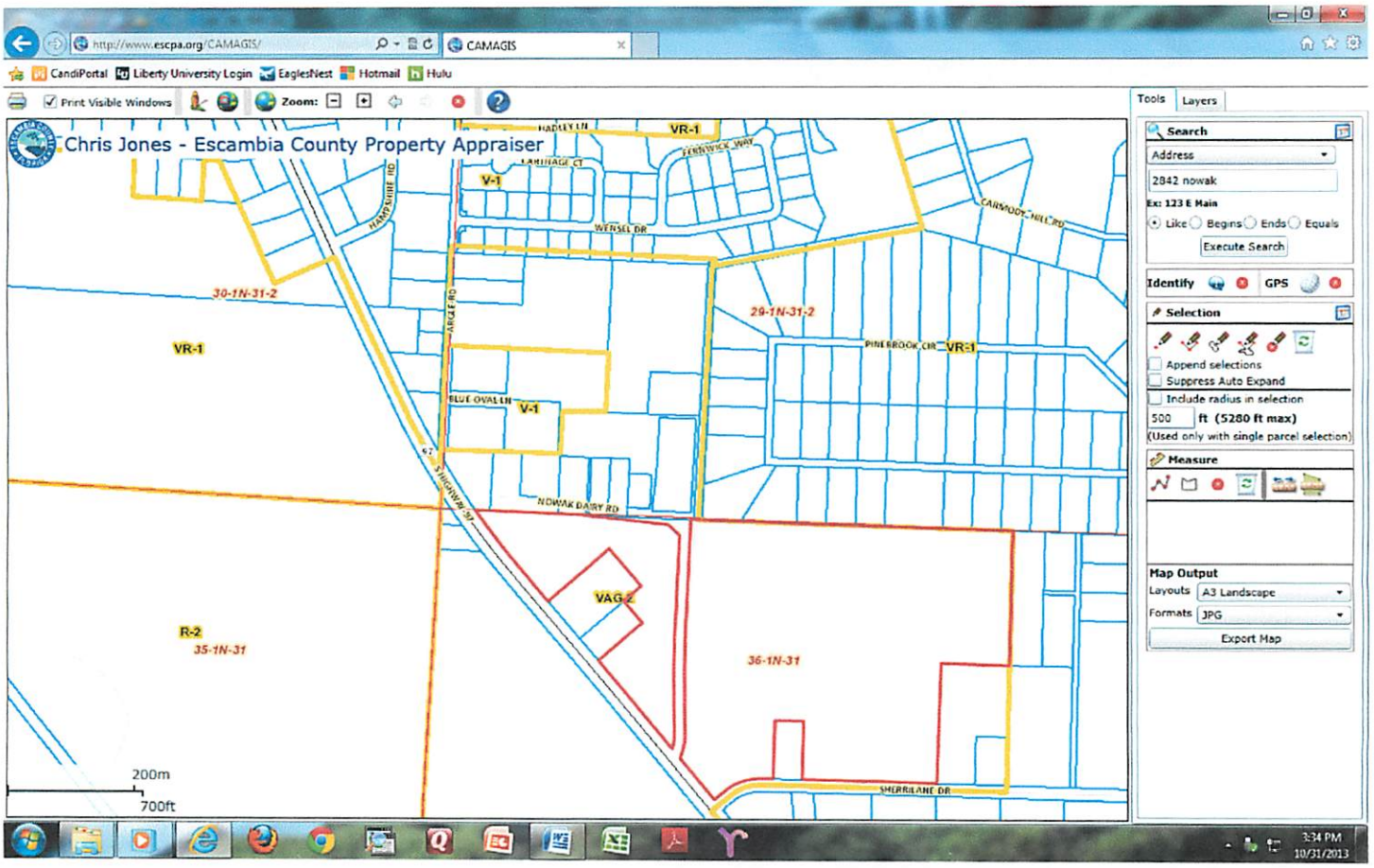
c. *Compatibility with surrounding uses:* The proposed rezoning is compatible with surrounding uses because, as is shown on the attached sheet, the surrounding residential lots are zoned as either VR-1 or V-1 with single-family residences.

d. *Changed conditions:* The property due east (approximately 48 acres) has been brought to the Board for rezoning also. Otherwise, there are no changed conditions that impact the property.

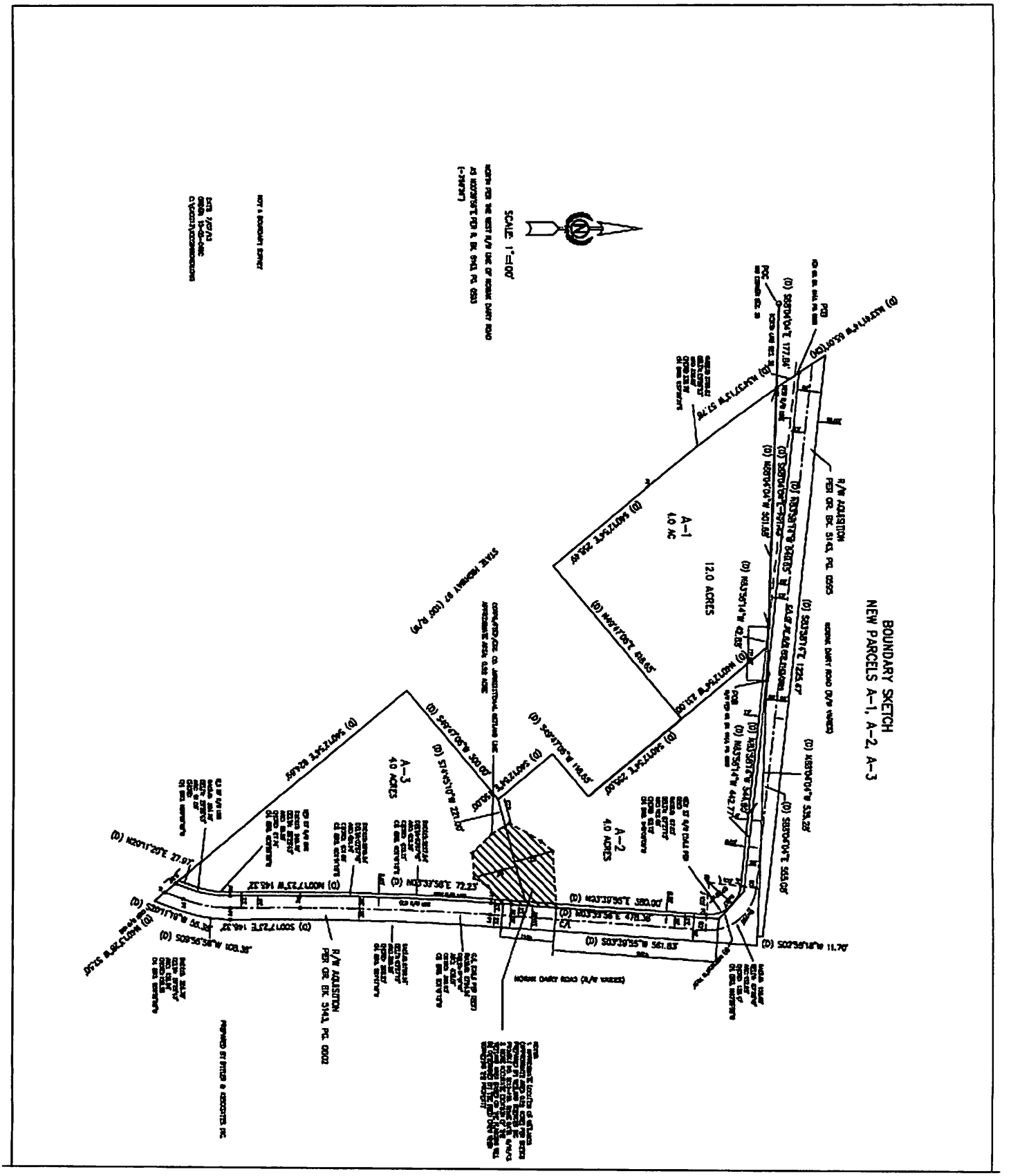
e. *Effect on natural environment:* There is a wetland area on the property. An environmental study was completed by Mr. Jason Taylor of Wetland Sciences, and he found that there were no threatened or endangered species in the wetland area. Also, he has delineated the wetland boundary, and the required 30-foot vegetative buffer exists around the wetland area. Further, the owners will work with Wetland Sciences to develop the wetland area by removing invasive vegetation (popcorn trees and privet) and replacing the invasive species with native wetland grasses and trees (cedar). Given the size of the lots, buildings will be constructed $\geq$100 feet from the wetland. Also, a 4-foot chain link fence will be placed around the parcel side of the wetland area.

f. *Development patterns:* The proposed development involves subdividing the 12.3-acre lot into three 4-acre lots (see attached survey). This subdividing is consistent with surround lots and maintains a logical and orderly pattern.

County Zoning of surrounding lots



Survey showing proposed lot division



Development Services Department
Escambia County, Florida

APPLICATION

Please check application type:	☐ Conditional Use Request for: _____
☐ Administrative Appeal	☐ Variance Request for: _____
☐ Development Order Extension	☑ Rezoning Request from: VAG-2 to: VR-1

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

Owner(s) Name: Sean And Elizabeth Vinaja Phone: 850-485-4038

Address: 2067 Joshua Drive, Cantonment FL 32533 Email: Vinaja@juno.com

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

Property Address: 2842 Nowak Road, Cantonment, FL 32533

Property Reference Number(s)/Legal Description: 36-1N-31 2000 000 000

By my signature, I hereby certify that:

1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and
4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and
5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Signature of Owner/Agent	Printed Name Owner/Agent	Date
Sean S. Vinaja	Sean S. Vinaja	5/6/2013
Elizabeth A. Vinaja	Elizabeth A. Vinaja	11/5/2013
Signature of Owner	Printed Name of Owner	Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 5th day of November 20 13 by Sean and Elizabeth Vinaja.

Personally Known ☐ OR Produced Identification ☑ Type of Identification Produced: FL DL

Jessica D. Tucker — Jessica Tucker

Signature of Notary (notary seal must be affixed) — Printed Name of Notary

JESSICA D. TUCKER
Notary Public - State of Florida
My Comm. Expires Feb 17, 2015
Commission # EE 65855

FOR OFFICE USE ONLY CASE NUMBER: _____

Meeting Date(s): _____ Accepted/Verified by: _____ Date: _____

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

Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #:_____

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 36-1N-312 000 000 000

Property Address: 2842 Nowak Road, Cantonment, FL - 32533

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

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

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

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

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

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 05 DAY OF NOVEMBER, YEAR OF 2013.

Sein S. Vinaja	Sein S. Vinaja	11/05/2013
Signature of Property Owner	Printed Name of Property Owner	Date
Elizabeth A. Vinaja	Elizabeth A. Vinaja	11/05/2013
Signature of Property Owner	Printed Name of Property Owner	Date

Development Services Department
Escambia County, Florida

FOR OFFICE USE:
CASE #:_____

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at _____,
Florida, property reference number(s)_____
I hereby designate _____ for the sole purpose
of completing this application and making a presentation to the:

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

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

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

Agent Name:_____ Email:_____

Address:_____ Phone:_____

Signature of Property Owner	Printed Name of Property Owner	Date
Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of _____ 20 ____,
by _____.

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

Signature of Notary	Printed Name of Notary	(Notary Seal)

Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #:_____

APPLICATION
ATTACHMENTS CHECKLIST

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

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

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

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

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

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

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

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

b. ~~BOA: Site Plan drawn to scale.~~

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

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

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

Please make the following three appointments with the Coordinator.

Appointment for pre-application meeting: June 26, 2013

Appointment to turn in application: Nov 5, 2013

Appointment to receive findings-of-fact:_____

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

Recorded in Public Records 06/27/2013 at 01:41 PM OR Book 7037 Page 1313, Instrument #2013047200, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $27.00 Deed Stamps $840.00

27-840.1

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Surety Land Title of Florida, LLC
358 W. Nine Mile Road, Suite D
Pensacola, Florida 32534
Property Appraisers Parcel Identification (Folio) Number: 361N312000000000
Incidental to the issuance of a title insurance policy

WARRANTY DEED

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 19th day of **June, 2013** by **Ethel P. Nowak, single** , whose post office address is **3160 Sandicrest Drive, Cantonment, FL 32533** herein called the grantor, to **Sean Stephen Vinaja and Elizabeth Ann Vinaja , Husband and Wife,** whose post office address is **2067 Joshua Street, Cantonment, FL , 32533** hereinafter called the Grantees:

(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)

W I T N E S S E T H: That the grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in ESCAMBIA County, State of Florida, viz.:

PARCEL "A"

COMMENCE AT A 4"X 4" CONCRETE MONUMENT NO. LB 6112 BEING THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 87 DEGREES 56 MINUTES 30 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 178.16 FEET TO A 1/2 INCH CAPPED IRON ROD NO. LB 6112, ALSO BEING AN INTERSECTION OF THE NORTH LINE OF SAID SECTION 36 WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD S-97 (100 FOOT RIGHT OF WAY) FOR THE POINT OF BEGINNING, SAID POINT BEING A POINT ON A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 3769.83 FEET AND A CENTRAL ANGLE OF 05 DEGREES 09 MINUTES 53 SECONDS; THENCE SOUTHEASTERLY ALONG SAID CURVE AND NORTHEASTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 339.82 FEET (CHORD DISTANCE = 339.70 FEET, CHORD BEARING = SOUTH 41 DEGREES 37 MINUTES 57 SECONDS EAST) TO A 6"x 6" CONCRETE MONUMENT (S.R.D) BEING A POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 44 DEGREES 12 MINUTES 20 SECONDS EAST CONTINUING ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 258.49 FEET TO A 1 INCH IRON PIPE; THENCE NORTH 45 DEGREES 47 MINUTES 40 SECONDS EAST A DISTANCE OF 416.65 FEET TO A 1 INCH IRON PIPE; THENCE SOUTH 44 DEGREES 12 MINUTES 20 SECONDS EAST A DISTANCE OF 255.00 FEET TO A 1 INCH IRON PIPE; THENCE SOUTH 45 DEGREES 47 MINUTES 40 SECONDS WEST A DISTANCE OF 116.65 FEET TO A 1/2 INCH CAPPED IRON ROD NO. LB 9112; THENCE SOUTH 44 DEGREES 12 MINUTES 20 SECONDS EAST A DISTANCE OF 150.00 FEET TO A 1/2 INCH CAPPED IRON ROD NO. LB 6112; THENCE SOUTH 45 DEGREES 47 MINUTES 40 SECONDS WEST A DISTANCE OF 300.00 FEET TO A 1/2 INCH CAPPED IRON ROD NO. LB 6112 BEING ON THE AFORESAID NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD S-97; THENCE SOUTH 44 DEGREES 12 MINUTES 20 SECONDS EAST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 633.89 FEET TO A 1/2 INCH CAPPED IRON ROD NO. LB 6112, ALSO BEING AN INTERSECTION OF SAID NORTHEASTERLY RIGHT OF WAY LINE WITH THE WESTERLY RIGHT OF WAY LINE OF NOWAK DAIRY ROAD (RIGHT OF WAY VARIES) AS RECORDED IN OFFICIAL RECORDS BOOK 5143 AT PAGE 599, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 16 DEGREES 11 MINUTES 54 SECONDS EAST ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID NOWAK DAIRY ROAD FOR A DISTANCE OF 27.97 FEET TO A 1/2 INCH CAPPED IRON ROD NO. LB 6112 ALSO BEING A POINT OF CURVATURE, SAID CURVE BEING CONCAVE TO THE WEST HAVING A RADIUS OF 254.79 FEET AND A CENTRAL ANGLE OF 20 DEGREES 28 MINUTES 43 SECONDS; THENCE NORTHERLY ALONG SAID CURVE AND WESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 91.07 FEET (CHORD DISTANCE = 90.58 FEET CHORD BEARING = NORTH 05 DEGREES 57 MINUTES 32 SECONDS EAST) TO A 1/2 INCH CAPPED-IRON ROD NO. LB 6112 BEING A POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 04 DEGREES 16 MINUTES 49 SECONDS WEST CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 146.32 FEET TO A 1/2 INCH CAPPED IRON ROD NO. LB 6112 ALSO BEING A POINT OF CURVATURE, SAID CURVE BEING CONCAVE TO THE EAST HAVING A RADIUS OF 5819.54 FEET AND A CENTRAL ANGLE OF 03 DEGREES 57 MINUTES 19 SECONDS; THENCE NORTHERLY ALONG SAID CURVE AND WESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 401.74 FEET (CHORD DISTANCE = 401.65 FEET, CHORD BEARING = NORTH 02 DEGREES 18 MINUTES 10 SECONDS WEST) TO A 1/2 INCH CAPPED IRON ROD NO. LB 6112 BEING A POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00 DEGREES 19 MINUTES 30 SECONDS WEST CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 478.36 FEET TO A 1/2 INCH CAPPED IRON ROD NO. LB 6112; THENCE NORTH 52 DEGREES 31 MINUTES 50 SECONDS WEST CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE A DISTANCE OF 79.01 FEET TO A 1/2 INCH CAPPED IRON ROD NO. LB 6112; THENCE NORTH 87 DEGREES 55 MINUTES 44 SECONDS WEST CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 442.77 FEET TO A 1/2 INCH CAPPED IRON ROD NO. LB 6112, ALSO BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF SAID NOWAK DAIRY ROAD AND THE NORTH LINE OF SECTION 36; THENCE SOUTH 87 DEGREES 56 MINUTES 30 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 36 A DISTANCE OF 613.58 FEET TO THE POINT OF BEGINNING.

Subject to easements, restrictions and reservations of record and taxes for the year 2013 and thereafter.

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantees 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, 2012.

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:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

X Ethel P. Nowak
Ethel P. Nowak

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of June, 2013 by Ethel P. Nowak, Single, who is personally known to me or has produced a current driver license as identification.

Notary Public

SEAL

Printed Notary Name
My Commission Expires:

S. SHARP
MY COMMISSION # EE 222043
EXPIRES: August 7, 2016
Bonded Thru Budget Notary Services

File No.: 1302776J

RESIDENTIAL SALES
ABUTTING ROADWAY
MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinance Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made a part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of roadway: Nowak Dairy Road

Legal Address of Property: Hwy 97 Nowak Dairy Road, Cantonment, FL 32533

The County (✓) has accepted ( ) has not accepted the abutting roadway for maintenance.

This form completed by:
Surety Land Title of Florida, LLC
358 W. Nine Mile Rd. Ste. D
Pensacola, FL 32534

AS TO SELLER (S): Witness to Seller(s):

X Ethel P. Nowak
Ethel P. Nowak

AS TO BUYER (S): Witness to Buyer(s):

Sean Stephen Vinaja

Elizabeth Ann Vinaja

THIS FORM APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS. Effective: 4/15/95

Complete - Meeting Held

REC'D JUN 2 1 2013

06-21-13 10 22 RCVD

36- 1N - 312 000 000 000



LEGAL DESCRIPTION (PARCEL "A")

COMMENCE AT A 4"x4" CONCRETE MONUMENT NO LB 6112 BEING THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE NORTH 87°56'30" EAST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 178 16 FEET TO A 1/2" CAPPED IRON ROD NO LB 6112, ALSO BEING AN INTERSECTION OF THE NORTH LINE OF SAID SECTION 36 WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD S-97 (100 FOOT RIGHT OF WAY) FOR THE POINT OF BEGINNING, SAID POINT BEING A POINT ON A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 3769 83 FEET AND A CENTRAL ANGLE OF 05 09'53", THENCE SOUTHEASTERLY ALONG SAID CURVE AND NORTHEASTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 339 82 FEET (CHORD DISTANCE = 339 70 FEET, CHORD BEARING = SOUTH 41 37'57" EAST) TO A 6"x6" CONCRETE MONUMENT (S R D) BEING A POINT OF TANGENCY OF SAID CURVE, THENCE SOUTH 44 12'20" EAST CONTINUING ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 258 49 FEET TO A 1" IRON PIPE, THENCE NORTH 45 47'40" EAST A DISTANCE OF 416 65 FEET TO A 1" IRON PIPE, THENCE SOUTH 44 12'20" EAST A DISTANCE OF 255 00 FEET TO A 1" IRON PIPE, THENCE SOUTH 45 47'40" WEST A DISTANCE OF 116 65 FEET TO A 1/2" CAPPED IRON ROD NO LB 9112, THENCE SOUTH 44 12'20" EAST A DISTANCE OF 150 00 FEET TO A 1/2" CAPPED IRON ROD NO LB 6112, THENCE SOUTH 45°47'40" WEST A DISTANCE OF 300 00 FEET TO A 1/2" CAPPED IRON ROD NO LB 6112 BEING ON THE AFORESAID NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD S-97, THENCE SOUTH 44 12'20" EAST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 633 89 FEET TO A 1/2" CAPPED IRON ROD NO LB 6112, ALSO BEING AN INTERSECTION OF SAID NORTHEASTERLY RIGHT OF WAY LINE WITH THE WESTERLY RIGHT OF WAY LINE OF NOWAK DAIRY ROAD (RIGHT OF WAY VARIES) AS RECORDED IN OFFICIAL RECORD BOOK 5143 AT PAGE 599, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THENCE NORTH 16 11'54" EAST ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID NOWAK DAIRY ROAD FOR A DISTANCE OF 27 97 FEET TO A 1/2" CAPPED IRON ROD NO LB 6112 ALSO BEING A POINT OF CURVATURE, SAID CURVE BEING CONCAVE TO THE WEST HAVING A RADIUS OF 254 79 FEET AND A CENTRAL ANGLE OF 20 28'43", THENCE NORTHERLY ALONG SAID CURVE AND WESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 91 07 FEET (CHORD DISTANCE = 90 58 FEET, CHORD BEARING = NORTH 05 57'32" EAST) TO A 1/2" CAPPED IRON ROD NO LB 6112 BEING A POINT OF TANGENCY OF SAID CURVE, THENCE NORTH 04 16'49" WEST CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 146 32 FEET TO A 1/2" CAPPED IRON ROD NO LB 6112 ALSO BEING A POINT OF CURVATURE, SAID CURVE BEING CONCAVE TO THE EAST HAVING A RADIUS OF 5819 54 FEET AND A CENTRAL ANGLE OF 03 57'19", THENCE NORTHERLY ALONG SAID CURVE AND WESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 401 74 FEET (CHORD DISTANCE = 401 65 FEET, CHORD BEARING = NORTH 02 18'10" WEST) TO A 1/2" CAPPED IRON ROD NO LB 6112 BEING A POINT OF TANGENCY OF SAID CURVE, THENCE NORTH 00 19'30" WEST CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 478 36 FEET TO A 1/2" CAPPED IRON ROD NO LB 6112, THENCE NORTH 52 31'50" WEST CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE A DISTANCE OF 79 01 FEET TO A 1/2" CAPPED IRON ROD NO LB 6112, THENCE NORTH 87 55'44" WEST CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 442 77 FEET TO A 1/2" CAPPED IRON ROD NO LB 6112, ALSO BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF SAID NOWAK DAIRY ROAD AND THE NORTH LINE OF SECTION 36, THENCE SOUTH 87 56'30" WEST ALONG THE NORTH LINE OF SAID SECTION 36 A DISTANCE OF 613 58 FEET TO THE POINT OF BEGINNING CONTAINING 12 31 ACRES MORE OR LESS

LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHT OF WAY, RECORDED OR UNRECORDED, BY THIS FIRM NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY THIS FI
WITH UNITED STATES STANDARDS PROPERTY IS SUBJECT TO SETBACKS EASEMENTS AND RESTRICTIONS OF RECORD THIS DRAWING ONLY REFLECTS SETBACK LINES WHICH APPEAR ON THE RECORDED PLAT
PROTECT THIS SURVEY AND/OR SKETCH FROM UNAUTHORIZED USE THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTION THIS SURV

REVISIONS	FIELD BOOK	DATE

Butler & Associates of Pensacola, Inc.
Professional Surveyors and Mappers
COMMERCIAL RESIDENTIAL BOUNDARY TOPOGRAPHIC MORTGAGE SURVEYS
2420 EAST OLIVE ROAD, SUITE 'A
PENSACOLA, FLORIDA 32514
TELE (850)-476-4768
FAX (850)-476-4945

TYPE SURVEY
BOU
CLIENT

LEGAL DESCRIPTION: (PARCEL "A")

COMMENCE AT A 4"x4" CONCRETE MONUMENT NO. LB 6112 BEING THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 87°56'30" EAST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 178.16 FEET TO A 1/2" CAPPED IRON ROD NO. LB 6112, ALSO BEING AN INTERSECTION OF THE NORTH LINE OF SAID SECTION 36 WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD S-97 (100 FOOT RIGHT OF WAY) FOR THE POINT OF BEGINNING, SAID POINT BEING A POINT ON A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 3769.83 FEET AND A CENTRAL ANGLE OF 05°09'53"; THENCE SOUTHEASTERLY ALONG SAID CURVE AND NORTHEASTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 339.82 FEET (CHORD DISTANCE = 339.70 FEET, CHORD BEARING = SOUTH 41°37'57" EAST) TO A 6"x6" CONCRETE MONUMENT (S.R.D.) BEING A POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 44°12'20" EAST CONTINUING ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 258.49 FEET TO A 1" IRON PIPE; THENCE NORTH 45°47'40" EAST A DISTANCE OF 416.65 FEET TO A 1" IRON PIPE; THENCE SOUTH 44°12'20" EAST A DISTANCE OF 255.00 FEET TO A 1" IRON PIPE; THENCE SOUTH 45°47'40" WEST A DISTANCE OF 116.65 FEET TO A 1/2" CAPPED IRON ROD NO. LB 9112; THENCE SOUTH 44°12'20" EAST A DISTANCE OF 150.00 FEET TO A 1/2" CAPPED IRON ROD NO. LB 6112; THENCE SOUTH 45°47'40" WEST A DISTANCE OF 300.00 FEET TO A 1/2" CAPPED IRON ROD NO. LB 6112 BEING ON THE AFORESAID NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD S-97, THENCE SOUTH 44°12'20" EAST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 633.89 FEET TO A 1/2" CAPPED IRON ROD NO. LB 6112, ALSO BEING AN INTERSECTION OF SAID NORTHEASTERLY RIGHT OF WAY LINE WITH THE WESTERLY RIGHT OF WAY LINE OF NOWAK DAIRY ROAD (RIGHT OF WAY VARIES) AS RECORDED IN OFFICIAL RECORD BOOK 5143 AT PAGE 599, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THENCE NORTH 16°11'54" EAST ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID NOWAK DAIRY ROAD FOR A DISTANCE OF 27.97 FEET TO A 1/2" CAPPED IRON ROD NO. LB 6112 ALSO BEING A POINT OF CURVATURE, SAID CURVE BEING CONCAVE TO THE WEST HAVING A RADIUS OF 254.79 FEET AND A CENTRAL ANGLE OF 20°28'43"; THENCE NORTHERLY ALONG SAID CURVE AND WESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 91.07 FEET (CHORD DISTANCE = 90.58 FEET, CHORD BEARING = NORTH 05°57'32" EAST) TO A 1/2" CAPPED IRON ROD NO. LB 6112 BEING A POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 04°16'49" WEST CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 146.32 FEET TO A 1/2" CAPPED IRON ROD NO. LB 6112 ALSO BEING A POINT OF CURVATURE, SAID CURVE BEING CONCAVE TO THE EAST HAVING A RADIUS OF 5819.54 FEET AND A CENTRAL ANGLE OF 03°57'19"; THENCE NORTHERLY ALONG SAID CURVE AND WESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 401.74 FEET (CHORD DISTANCE = 401.65 FEET, CHORD BEARING = NORTH 02°18'10" WEST) TO A 1/2" CAPPED IRON ROD NO. LB 6112 BEING A POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°19'30" WEST CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 478.36 FEET TO A 1/2" CAPPED IRON ROD NO. LB 6112; THENCE NORTH 52°31'50" WEST CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE A DISTANCE OF 79.01 FEET TO A 1/2" CAPPED IRON ROD NO. LB 6112; THENCE NORTH 87°55'44" WEST CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 442.77 FEET TO A 1/2" CAPPED IRON ROD NO. LB 6112, ALSO BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF SAID NOWAK DAIRY ROAD AND THE NORTH LINE OF SECTION 36; THENCE SOUTH 87°56'30" WEST ALONG THE NORTH LINE OF SAID SECTION 36 A DISTANCE OF 613.58 FEET TO THE POINT OF BEGINNING. CONTAINING 12.31 ACRES MORE OR LESS.

NORTH PER THE WEST R/W LINE OF NOWAK DAIRY ROAD AS N00°19'30"W

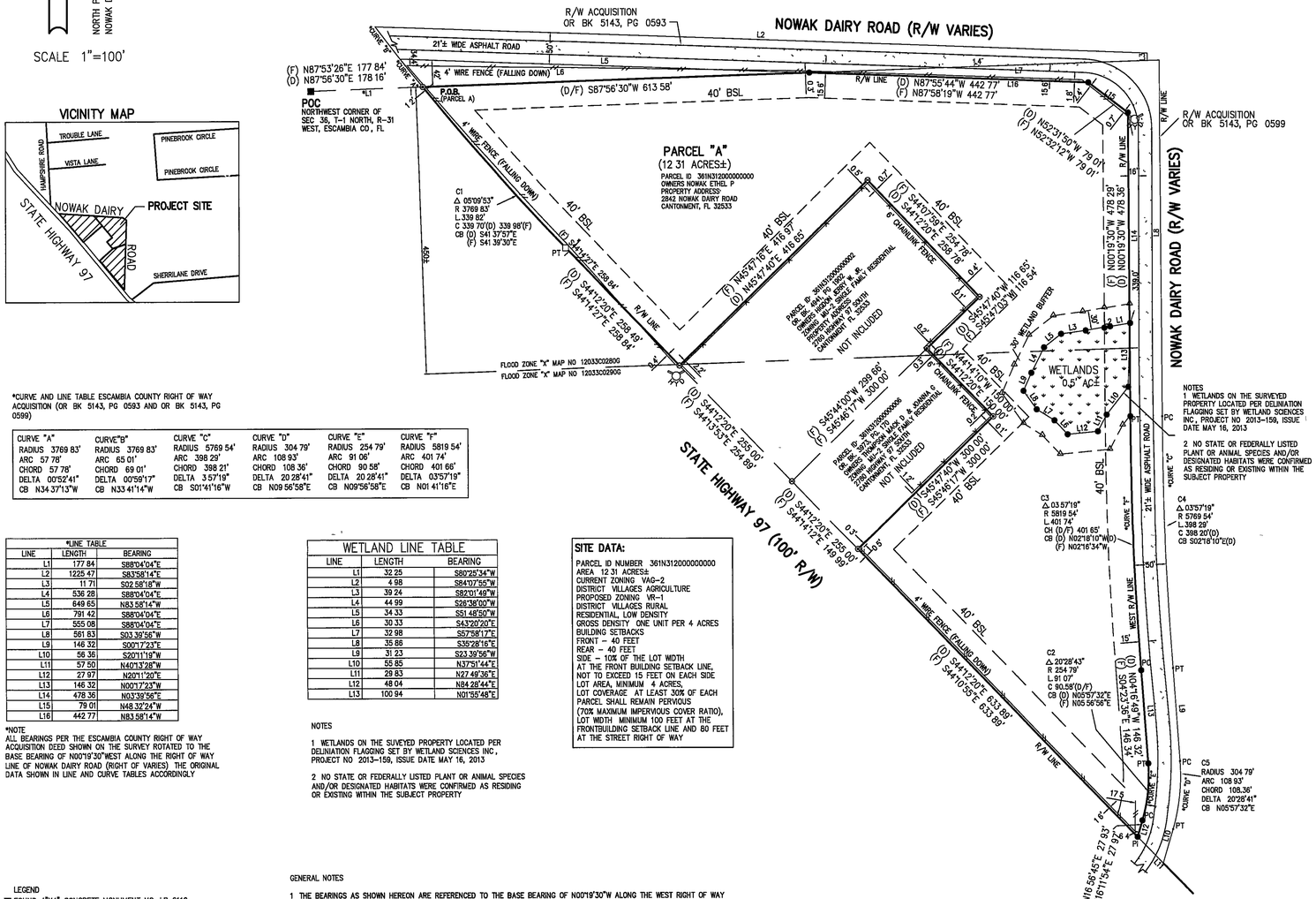
SCALE 1"=100'

FLOOD ZONE DESIGNATION

THE PARCEL SHOWN FOR DEVELOPMENT IS LOCATED WITHING THE FOLLOWING FLOOD ZONE AS DETAILED BY FEMA FIRM (FLOOD INSURANCE RATE MAP) INFORMATION DECRIBED BELOW:

FLOOD ZONES	NFIP COMMUNITY NUMBER	MAP NUMBER	PANEL NUMBER	MAP SUFFIX	MAP REVISION DATE
X	120080	12033	0280	G	9-29-2006
X	120080	12033	0290	G	9-29-2006

VICINITY MAP



*CURVE AND LINE TABLE ESCAMBIA COUNTY RIGHT OF WAY ACQUISITION (OR BK 5143, PG 0593 AND OR BK 5143, PG 0599)

CURVE "A"	CURVE"B"	CURVE "C"	CURVE "D"	CURVE "E"	CURVE "F"
RADIUS 3769 83'	RADIUS 3769 83'	RADIUS 5769 54'	RADIUS 304 79'	RADIUS 254 79'	RADIUS 5819 54'
ARC 57 78'	ARC 65 01'	ARC 398 29'	ARC 108 93'	ARC 91 06'	ARC 401 74'
CHORD 57 78'	CHORD 69 01'	CHORD 398 21'	CHORD 108 36'	CHORD 90 58'	CHORD 401 66'
DELTA 00°52'41"	DELTA 00°59'17"	DELTA 3 57'19"	DELTA 20 28'41"	DELTA 20 28'41"	DELTA 03°57'19"
CB N34 37'13"W	CB N33 41'14"W	CB S01°41'16"W	CB N09 56'58"E	CB N09°56'58"E	CB N01 41'16"E

*LINE TABLE

LINE	LENGTH	BEARING
L1	177 84	S88°04'04"E
L2	1225 47	S83°58'14"E
L3	11 71	S02 58'18"W
L4	536 28	S88°04'04"E
L5	649 65	N83 58'14"W
L6	791 42	S88°04'04"E
L7	555 08	S88°04'04"E
L8	561 83	S03 39'56"W
L9	146 32	S00°17'23"E
L10	56 36	S20°11'19"W
L11	57 50	N40°13'28"W
L12	27 97	N20°11'20"E
L13	146 32	N00°17'23"W
L14	478 36	N03°39'56"E
L15	79 01	N48 32'24"W
L16	442 77	N83 58'14"W

*NOTE
ALL BEARINGS PER THE ESCAMBIA COUNTY RIGHT OF WAY ACQUISITION DEED SHOWN ON THE SURVEY ROTATED TO THE BASE BEARING OF N00°19'30"WEST ALONG THE RIGHT OF WAY LINE OF NOWAK DAIRY ROAD (RIGHT OF VARIES) THE ORIGINAL DATA SHOWN IN LINE AND CURVE TABLES ACCORDINGLY

WETLAND LINE TABLE

LINE	LENGTH	BEARING
L1	32 25	S80°25'34"W
L2	4 98	S84°07'55"W
L3	39 24	S82°01'48"W
L4	44 99	S26°38'00"W
L5	34 33	S51°48'50"W
L6	30 33	S43°20'20"E
L7	32 98	S57°58'17"E
L8	35 86	S35°28'16"E
L9	31 23	S23 39'56"W
L10	55 85	N37°51'44"E
L11	29 83	N27 49'36"E
L12	48 04	N84 28'44"E
L13	100 94	N01°55'48"E

NOTES

1 WETLANDS ON THE SUVEYED PROPERTY LOCATED PER DELINIATION FLAGGING SET BY WETLAND SCIENCES INC , PROJECT NO 2013-159, ISSUE DATE MAY 16, 2013

2 NO STATE OR FEDERALLY LISTED PLANT OR ANIMAL SPECIES AND/OR DESIGNATED HABITATS WERE CONFIRMED AS RESIDING OR EXISTING WITHIN THE SUBJECT PROPERTY

SITE DATA:

PARCEL ID NUMBER 361N312000000000
AREA 12 31 ACRES±
CURRENT ZONING VAG-2
DISTRICT VILLACES AGRICULTURE
PROPOSED ZONING VR-1
DISTRICT VILLACES RURAL
RESIDENTIAL, LOW DENSITY
GROSS DENSITY ONE UNIT PER 4 ACRES
BUILDING SETBACKS
FRONT – 40 FEET
REAR – 40 FEET
SIDE – 10% OF THE LOT WIDTH AT THE FRONT BUILDING SETBACK LINE, NOT TO EXCEED 15 FEET ON EACH SIDE
LOT AREA, MINIMUM 4 ACRES,
LOT COVERAGE AT LEAST 30% OF EACH PARCEL SHALL REMAIN PERVIOUS (70% MAXIMUM IMPERVIOUS COVER RATIO),
LOT WIDTH MINIMUM 100 FEET AT THE FRONTBUILDING SETBACK LINE AND 80 FEET AT THE STREET RIGHT OF WAY

LEGEND
- ■ FOUND 4"X4" CONCRETE MONUMENT NO LB 6112
- □ FOUND 6"X6" CONCRETE MONUMENT (SRD)
- ⊕ FOUND 1/2" CAPPED IRON ROD NO LB 6112
- ○ FOUND 1/2" CAPPED IRON ROD NO 7073
- ⊗ FOUND 1" IRON PIPE
- ● SET 1/2" CAPPED IRON ROD NO LB 6112
- △ SET 4' WOOD STAKE
- SF SILTATION FENCE
- FIRE HYDRANT – FLOW RATE 900 GALLON PER MINUTE

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
(D) DEED DATA
(F) FIELD DATA

GENERAL NOTES

1 THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE BASE BEARING OF N00°19'30"W ALONG THE WEST RIGHT OF WAY LINE OF NOWAK DAIRY ROAD BEARINGS PER OR BK 5143, PG 0593 AND OR BK 5143, PG 0599 FOR THE ESCAMBIA COUNTY RIGHT OF WAY ACQUISITION WERE ROTATED TO THE SAME BASE BEARING.

2 THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO DEEDS OF RECORD AND THE EXISTING FIELD MONUMENTATION

3 NO UNDERGRAUND UTILITITES WERE LOCATED BY THIS FIRM

4 NO TITLE SEARCH WAS PROVIDED TO, NOR PERFORmed BY THIS FIRM THIS SURVEY DOES NOT DETERMINE OWNERSHIP

5 THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS

6 THIS SURVEY MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS BY ESCAMBIA COUNTY, STATE OR OTHER AGENCIES

7 NO POTTABLE WATER AND SEWER SERVICE AVAILABLE AT THE PROJECT SITE PER DATA ON THE ECUA MAPS PROVIDED TO THIS COMPANY

8. BUILDING SETBACKS SHOWN PER ESCAMBIA COUNTY CODE OF ORDINANCES, LAND DEVELOPMENT CODE, PART III, ARTICLE 6 AND SHOWN ON THE SURVEY BASED ON THE ADDRESS FRONTAGE BEING ON NOWAK DAIRY ROAD

LEGAL DESCRIPTION: (PARCEL "A")

COMMENCE AT A 4"x4" CONCRETE MONUMENT NO LB 6112 BEING THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE NORTH 87°56'30" EAST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 178 16 FEET TO A 1/2" CAPPED IRON ROD NO LB 6112, ALSO BEING AN INTERSECTION OF THE NORTH LINE OF SAID SECTION 36 WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD S-97 (100 FOOT RIGHT OF WAY) FOR THE POINT OF BEGINNING, SAID POINT BEING A POINT ON A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 3769 83 FEET AND A CENTRAL ANGLE OF 05°09'53", THENCE SOUTHEASTERLY ALONG SAID CURVE AND NORTHEASTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 339 82 FEET (CHORD DISTANCE 339 70 FEET, CHORD BEARING SOUTH 41°37'57" EAST) TO A 6"x6" CONCRETE MONUMENT (S R D) BEING A POINT OF TANGENCY OF SAID CURVE, THENCE SOUTH 44°12'20" EAST CONTINUING ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 258 49 FEET TO A 1" IRON PIPE, THENCE NORTH 45°47'40" EAST A DISTANCE OF 416 65 FEET TO A 1" IRON PIPE, THENCE SOUTH 44 12'20" EAST A DISTANCE OF 255 00 FEET TO A 1" IRON PIPE, THENCE SOUTH 45°47'40" WEST A DISTANCE OF 116 65 FEET TO A 1/2" CAPPED IRON ROD NO LB 6112, THENCE SOUTH 44°12'20" EAST A DISTANCE OF 150 00 FEET TO A 1/2" CAPPED IRON ROD NO LB 6112, THENCE SOUTH 45°47'40" WEST A DISTANCE OF 300 00 FEET TO A 1/2" CAPPED IRON ROD NO LB 6112 BEING ON THE AFORESAID NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD S-97, THENCE SOUTH 44°12'20" EAST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 633 89 FEET TO A 1/2" CAPPED IRON ROD NO LB 6112, ALSO BEING AN INTERSECTION OF SAID NORTHEASTERLY RIGHT OF WAY LINE WITH THE WESTERLY RIGHT OF WAY LINE OF NOWAK DAIRY ROAD (RIGHT OF WAY VARIES) AS RECORDED IN OFFICIAL RECORD BOOK 5143 AT PAGE 599, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THENCE NORTH 16°11'54" EAST ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID NOWAK DAIRY ROAD FOR A DISTANCE OF 27 97 FEET TO A 1/2" CAPPED IRON ROD NO LB 6112 ALSO BEING A POINT OF CURVATURE, SAID CURVE BEING CONCAVE TO THE WEST HAVING A RADIUS OF 254 79 FEET AND A CENTRAL ANGLE OF 20°28'43", THENCE NORTHERLY ALONG SAID CURVE AND WESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 91 07 FEET (CHORD DISTANCE = 90 58 FEET, CHORD BEARING = NORTH 05°57'32" EAST) TO A 1/2" CAPPED IRON ROD NO LB 6112 BEING A POINT OF TANGENCY OF SAID CURVE, THENCE NORTH 04°16'49" WEST CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 146 32 FEET TO A 1/2" CAPPED IRON ROD NO LB 6112 ALSO BEING A POINT OF CURVATURE, SAID CURVE BEING CONCAVE TO THE EAST HAVING A RADIUS OF 5819 54 FEET AND A CENTRAL ANGLE OF 03°57'19", THENCE NORTHERLY ALONG SAID CURVE AND WESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 401 74 FEET (CHORD DISTANCE = 401 65 FEET, CHORD BEARING = NORTH 02°18'10" WEST) TO A 1/2" CAPPED IRON ROD NO LB 6112 BEING A POINT OF TANGENCY OF SAID CURVE, THENCE NORTH 00°19'30" WEST CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 478 36 FEET TO A 1/2" CAPPED IRON ROD NO LB 6112, THENCE NORTH 52 31'50" WEST CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE A DISTANCE OF 79 01 FEET TO A 1/2" CAPPED IRON ROD NO LB 6112, THENCE NORTH 87°55'44" WEST CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 442 77 FEET TO A 1/2" CAPPED IRON ROD NO LB 6112, ALSO BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF SAID NOWAK DAIRY ROAD AND THE NORTH LINE OF SECTION 36, THENCE SOUTH 87°56'30" WEST ALONG THE NORTH LINE OF SAID SECTION 36 A DISTANCE OF 613 58 FEET TO THE POINT OF BEGINNING CONTAINING 12 31 ACRES MORE OR LESS

RIGHT OF WAY ACQUISITION
OR BK 5143, PG 0593

THAT PORTION OF TAX PARCEL NUMBER 29-1N-31-3301-000-000, AS RECORDED IN DEED BOOK 212 AT PAGE 29, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, LYING WITHIN THE FOLLOWNG DESCRIBED RIGHT OF WAY, AND CONTAINING 50,021 SQUARE FEET, MORE OR LESS

RIGHT OF WAY ACQUISITION (NOWAK DAIRY ROAD)
COMMENCE AT THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA
THENCE PROCEED SOUTH 88 DEGREES 04 MINUTES 04 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 177 84 FEET TO A POINT ON THE EASTERLY CURVED RIGHT OF WAY LINE OF HIGHWAY 97 (100 FOOT RIGHT OF WAY), SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 3769 83 FEET, A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 41 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 34 DEGREES 37 MINUTES 13 SECONDS WEST, 57 78 FEET,
THENCE DEPARTING SAID SOUTH LINE, PROCEED NORTWESTERLY ALONG THE ARC OF SAID CURVED RIGHT OF WAY LINE A DISTANCE OF 57 78 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 3769 83 FEET, A CENTRAL ANGLE OF 00 DEGREES 59 MINUTES 17 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 33 DEGREES 41 MINUTES 14 SECONDS WEST, 65 01 FEET,
THENCE PROCEED NORTHWESTERLY ALONG THE ARC OF SAID CURVED RIGHT OF WAY LINE A DISTANCE OF 65 01 FEET TO A POINT ON SAID CURVED RIGHT OF WAY LINE,
THENCE DEPARTING SAID CURVED RIGHT OF WAY LINE, PROCEED SOUTH 83 DEGREES 58 MINUTES 14 SECONDS EAST A DISTANCE OF 1225 47 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 29,
THENCE PROCEED SOUTH 02 DEGREES 58 MINUTES 18 SECONDS WEST ALONG AFORESAID EAST LINE A DISTANCE OF 11 70 FEET TO THE AFORESAID SOUTH LINE OF SECTION 29,
THENCE PROCEED NORTH 88 DEGREES 04 MINUTES 04 SECONDS WEST ALONG AFORESAID SOUTH LINE OF SECTION 29, 36 A DISTANCE OF 536 28 FEET,
THENCE DEPARTING AFORESAID SOUTH LINE, PROCEED NORTH 83 DEGREES 58 MINUTES 14 SECONDS WEST A DISTANCE OF 649 65 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF HIGHWAY 97 AND THE POINT OF BEGINNING ALL LYING AND BEING IN SECTION 29, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 50,021 SQUARE FEET, MORE OR LESS

RIGHT OF WAY ACQUISITION
OR BK 5143, PG 0599

THAT PORTION OF TAX PARCEL NUMBER 36-1N-31-2000-000-000, AS RECORDED IN OFFICIAL RECORD BOOK 1630 AT PAGE 430, OF THE PUBLIC RECORD OF ESCAMBIA COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED RIGHT OF WAY, AND CONTAINING 73,025 SQUARE FEET, MORE OR LESS

RIGHT OF WAY ACQUISITION (NOWAK DAIRY ROAD)
COMMENCE AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA
THENCE PROCEED SOUTH 88°04' 04" EAST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 791 42 FEET TO THE POINT OF BEGINNING,
THENCE CONTINUE SOUTH 88 04'04" EAST ALONG SAID NORTH SECTION LINE A DISTANCE OF 555 08 FEET,
THENCE DEPARTING THE NORTH LINE OF SAID SECTION, PROCEED SOUTH 03°39'56" WEST A DISTANCE OF 561 83' TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 5769 54 FEET, A CENTRAL ANGLE OF 03°57'19", AND A CHORD BEARING AND DISTANCE OF SOUTH 01°41'16" WEST, 398 20 FEET,
THENCE PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 398 29 FEET TO A POINT OF TANGENCY,
THENCE PROCEED SOUTH 00°17'23" EAST A DISTANCE OF 146 32 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 304 79 FEET, A CENTRAL ANGLE OF 20 28'43", AND A CHORD BEARING AND DISTANCE OF SOUTH 09°56'58" WEST, 108 36 FEET,
THENCE PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 108 94 FEET TO A POINT OF TANGENCY,
THENCE PROCEED SOUTH 20°11'19" WEST A DISTANCE OF 56 36 FEET TO A POINT ON THE AFORESAID EASTERLY RIGHT OF WAY LINE OF HIGHWAY 97,
THENCE PROCEED NORTH 40°13'28" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 57 50 FEET,
THENCE DEPARTING SAID RIGHT OF WAY LINE, PROCEED NORTH 20°11'20" EAST A DISTANCE OF 27 97 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 254 79 FEET, A CENTRAL ANGLE OF 20°28'43" AND A CHORD BEARING AND DISTANCE OF NORTH 09 56'58" EAST, 90 58 FEET,
THENCE PROCEED NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 91 07 FEET TO A POINT OF TANGENCY,
THENCE PROCEED NORTH 00°17'23" WEST A DISTANCE OF 146 32 TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 5819 54 FEET, A CENTRAL ANGLE OF 03°57'19", AND A CHORD BEARING AND DISTANCE OF NORTH 01°41'16" EAST, 401 66 FEET,
THENCE PROCEED NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 401 74 FEET TO A POINT OF TANGENCY,
THENCE PROCEED NORTH 03°39' 56" EAST A DISTANCE OF 478 36 FEET,
THENCE PROCEED NORTH 48 32'24" WEST A DISTANCE OF 79 01 FEET,
THENCE PROCEED NORTH 83°58'14" WEST A DISTANCE OF 442 77 FEET TO THE POINT OF BEGINNING,
CONTAING 73,025 SQUARE FEET MORE OR LESS ALL LYING WITHIN SECTION 36, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA

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REVISIONS	FIELD BOOK	DATE

Butler & Associates of Pensacola, Inc.
Professional Surveyors and Mappers
COMMERCIAL RESIDENTIAL BOUNDARY TOPOGRAPHIC MORTGAGE SURVEYS
2420 EAST OLIVE ROAD, SUITE "A"
PENSACOLA, FLORIDA 32514
TELE (850)-476-4768
FAX (850)-476-4945

TYPE SURVEY BOUNDARY

CLIENT

SCALE:	1" = 100'
ISSUE DATE:	9/05/13
FIELD DATE:	8/19/13
ORDER NO:	10-05-046P
FIELD BOOK:	1505/23
DRAWN BY:	SS

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 5J-17 050, 5J-17 051 AND 5J-17 052 PURSUANT TO SECTION 472 027 FLORIDA STATUTES

WILLIAM T BUTLER
REGISTERED LAND SURVEYOR NO 3774

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER

Florida Corporate No LB 6112

Development Services Department
Building Inspections Division
3363 West Park Place
Pensacola, Florida, 32505
(850) 595-3550
Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **593758**

Date Issued. : 11/05/2013
Cashier ID : CASTILLS

Application No. : PRZ131100022

Project Name : Z-2013-22

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check			
	1351	$1,270.50	App ID : PRZ131100022
		$1,270.50	Total Check

Received From : Sean and Elizabeth Vinuja
Total Receipt Amount : **$1,270.50**
Change Due : $0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ131100022	685809	1,270.50	$0.00	2842 NOWAK DAIRY RD, PENSACOLA, FL

Total Amount :	**1,270.50**	$0.00	Balance Due on this/these Application(s) as of 11/6/2013

NOWAK ETHEL P
3160 SANDICREST DR
CANTONMENT, FL 32533

NORRIS WILL EST OF
3852 LAKE LYNN DR
GRETNA, LA 70056

NESHEM STEPHEN E & VERONICA S
1170 BLUE OVAL
CANTONMENT, FL 32533

GOODLANDER BEVERLY J
2600 NOWAK DAIRY RD
CANTONMENT, FL 32533

HARRIS TODD R
2610 NOWAK DAIRY RD
CANTONMENT, FL 32533

HAUBRICH NICHOLAS R & ELLEN R
5975 ARCH AVE
PENSACOLA, FL 32526

KILPATRICK GREGORY E &
602 PINEBROOK CIR
CANTONMENT, FL 32533

MILLER JAMES R
618 PINEBROOK CIR
CANTONMENT, FL 32533

HESTER WILLIAM C &
634 PINEBROOK CIR
CANTONMENT, FL 32533

CRAWFORD FRANKLIN C &
650 PINEBROOK CIR
CANTONMENT, FL 32533

BENNEFIELD ROBERT M
664 PINEBROOK CIR
CANTONMENT, FL 32533

HOPE GEORGE III & MYNAM
6018 OAK HILL DR
AUSTELL, GA 30168

BROWN CHARLIE L & ROSE E
5518 SUNBURST LN
PENSACOLA, FL 32507

HALE ARTHUR & HALE MAGGIE
7781 CASTLEGATE DR
PENSACOLA, FL 32534

SEALE JAMES E &
1705 GARLIA CT
PENSACOLA, FL 32526

LEE RONALD J &
737 PINEBROOK CIR
CANTONMENT, FL 32533

MARKOWITZ JOHN P & CHERYL B
725 PINEBROOK CIR
CANTONMENT, FL 32533

GRANAT CARTER S
697 PINEBROOK CIR
CANTONMENT, FL 32533

HOPKINS MARK A &
681 PINEBROOK CIR
CANTONMENT, FL 32533

BLANTON ALVIN &
9701 N OLD PALAFOX HWY
PENSACOLA, FL 32534

FELDMAN HAROLD P &
824 VALLEY RIDGE CIR
PENSACOLA, FL 32514

HARVEY ROBERT E JR
601 PINEBROOK CIR
CANTONMENT, FL 32533

LINDHOLM JEFFREY L & REGINA F
7108 CEDAR RD
BOWIE, MD 20720

B & E HOLDINGS LLC
3000 W NINE MILE RD
PENSACOLA, FL 32534

SMITH ALICE M
531 PINEBROOK CIR
CANTONMENT, FL 32533

KING FRED G & DARNEL M
553 PINEBROOK CIR
CANTONMENT, FL 32533

JENKS CYNTHIA M &
2606 NOWAK DAIRY RD
CANTONMENT, FL 32533

GOODLANDER JEFFERY M
2650 HWY 97 S
CANTONMENT, FL 32533

BRAGG TIMOTHY L & NATALIE M
2570 HWY 97 SOUTH
CANTONMENT, FL 32533

THOMAS HENRY
3158 GATEWAY LN
CANTONMENT, FL 32533

HURD PETER C & YUVONNE S
2662 SHERRILANE DR
CANTONMENT, FL 32533

SCHAEFER THERESA F
3645 MOLAREE DR
PENSACOLA, FL 32503

BEATY KEVIN L &
1700 E HERNANDEZ ST
PENSACOLA, FL 32503

LAROSE ARTHUR J & MASAMI N
2646 SHERRILANE
CANTONMENT, FL 32533

HIGDON JERRY W JR
1971 JOSHUA DR
CANTONMENT, FL 32533

WARRIX SUN M
2642 SHERRILANE DR
CANTONMENT, FL 32533

THOMPSON JOANNA G LIFE EST
2780 HWY 97S
CANTONMENT, FL 32533

NOWAK JAMES E &
2664 SHERRILANE
CANTONMENT, FL 32533

MOYE RICHARD &
2872 SHERRILANE DR
CANTONMENT, FL 32533

HUDGENS JEFFREY D &
2700 SHERRILANE DR
CANTONMENT, FL 32533

BROWN SADIE I
2888 HWY 97 SOUTH
CANTONMENT, FL 32533

BROWN EDWARD D
2865 SHERRILANE
CANTONMENT, FL 32533

PYLE JAMES W & TITELLE C
2988 HWY 97 SOUTH
CANTONMENT, FL 32533

HENDERLY KARL F &
2715 SHERRILANE
CANTONMENT, FL 32533

MCRAE T GREGORY & PATRICIA P
2950 HWY 97 S
CANTONMENT, FL 32533

WELLS JAMES E & ROSE MARIE
2663 SHERRILANE DR
CANTONMENT, FL 32533

GOODLANDER JEFFREY M &
2650 HWY 97 SOUTH
CANTONMENT, FL 32533

JACKSON LARRY W
1191 BLUE OVAL LN
CANTONMENT, FL 32533

DEMMON HARRY J JR &
8800 PINE FOREST RD # 12102
PENSACOLA, FL 32534

DEVINE FARMS LLC
PO BOX 12603
PENSACOLA, FL 32591-2603

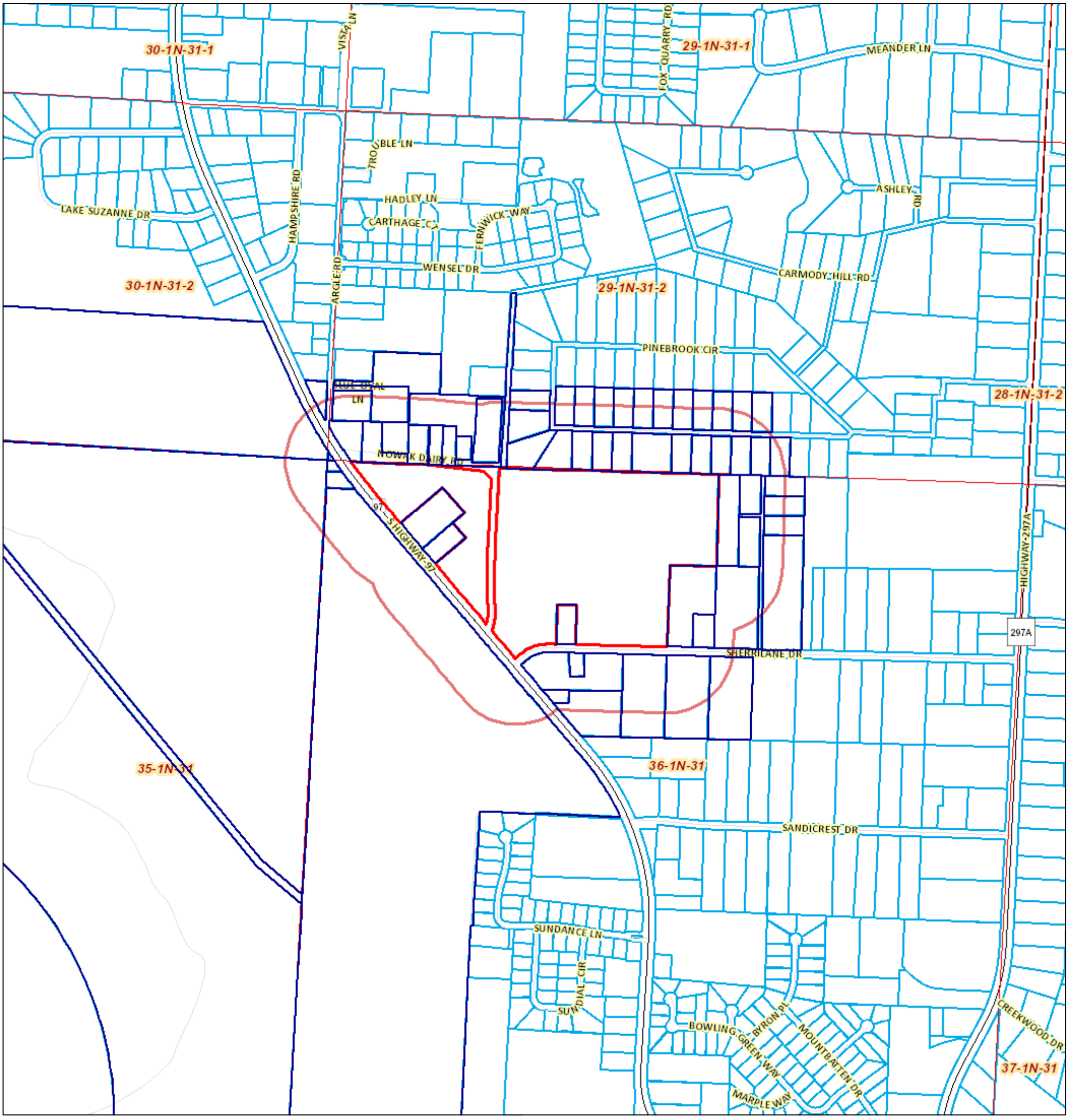
JENKS THOMAS WILLIAM II &
2612 NOWAK DAIRY RD
CANTONMENT, FL 32533

COLEMAN FRANCES V
4501 S SPENCERFIELD RD
PACE, FL 32571

CRAMER MARK A & MICHELLE L
2656 SHERRILANE DR
CANTONMENT, FL 32533

AHALT SHANE A &
2634 SHERRILANE DR
CANTONMENT, FL 32533

Chris Jones Escambia County Property Appraiser



November 7, 2013

1:8,869

0 0.1 0.2 0.4 mi

0 0.15 0.3 0.6 km

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Property Line

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12-8-

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2013-22

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Elizabeth Vinaja

*Address: 2067 Joshua Dr. *City, State, Zip: Canton ment FL 32533

Email Address: Vinaja@juno.com Phone: 850 221-8816

Please indicate if you:

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

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

*All items with an asterisk * are required.*

****

Chamber Rules

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

Z-2013-23

This is looking southeast from the property onto Nowak Dairy Road. Looking southwest across from the property in question. This is the 500-foot radius map for the mailings. This is the actual mailing list from the property appraiser.

MR. BRISKE: Board members, any questions? Ms. Vinaja, would you please come forward? I'll have you sworn in and then state your name and address for the record, please.

(

M ing. Your name and addres

MS. VINAJA: My name is Elizabeth Vinaja. We currently live at 2067 Joshua Drive, but the property is Nowak Dairy Road.

MR. BRISKE: Thank you. Have you received a copy of the staff's rezoning hearing package with the Findings-of-Fact?

MS. VINAJA: Yes, sir.

MR. BRISKE: Do you understand that you have the burden of providing substantial competent evidence that this proposed rezoning is consistent with the Comprehensive Plan, furthers the policies, goals and objectives of

VOID

that plan and is not in conflict with any portion of the Land Development Code?

MS. VINAJA: Yes.

MR. BRISKE: All right. This is another one where we do not have any speakers signed up. I believe the --

MR. TATE: Our question to you, and I think you submitted in your packet your own statement where you thought you were with regards to the criteria, are you in agreement with th and do you want t as...

M greement with the Board's findings.

(Motion by Mr. Tate.)

MR. TATE: With that in mind and if there's no opposition from the public, then I would move that we find in favor of Case Number Z-2013-22 and approve it to the BCC.

MS. SINDEL: Second.

MR. WINGATE: Second.

MR. BRISKE: A motion and several seconds. Hopefully staff is getting that down. Anymore discussion on this case? All those in favor, say aye.

VOID

(Board members vote.)

MR. BRISKE: Opposed?

(None.)

MR. BRISKE: The motion carries unanimously.

(Motion passed unanimously.)

MR. BRISKE: Good luck with it.

(Conclusion of Case Z-2013-22. The transcript continues on Page 24.)

* * *

VOID

* * *

Applicant: Wiley "Buddy" Page, Agent for Smart Living LLC, Owner
Address: Airway Drive and Nine Mile Road
From: S-1, Outdoor Recreational District (Noncumulative)
To: R-5, Urban Residential/Limited Office District, (cumulative) High Density

---

MR. BRISKE: The next one does have speakers, of course, so we won't able to do that process. We want to give everyone an opportunity. I would like to say before we start the case, the Board considers the criteria that is up on the screen there. The six criterion is how we consider projects. We do not consider the specifics of the development that may or may not go on the project. In this case it's being addressed to go from an S-1 to an R-5. This Board will consider everything and anything that could potentially be on R-5. We don't get into what specifically they plan to do. Now, the applicant may decide to disclose that to you, but that is not limiting them in this hearing to what they say. It is all allowable uses in the R-5 is what it is, and that's the only way

that this Board does it.

There are many more steps that they have to go to, the development review process and all the traffic and everything like that happens after this. This is simply the property rezoning and it addresses these six criterion which are up on the board. I would ask that you keep your comments to those six criterion because that's the only thing we can consider in this Board when we make our recommendation.

This is Case Z-2013-23. The applicant is Buddy Page, who is the agent for Smart Living LLC, who is the owner. The address is Airway Drive and Nine Mile Road, S-1, Outdoor Recreational District, to an R-5, Urban Residential Limited Office District.

Members of the Board, once again I'll ask if there has been any ex parte communication between you, the applicant, agents, attorneys, witnesses, Planning Board members or anyone from the general public? I also ask if you have visited the subject property and disclose if you are a relative or business associate of any of the parties?

Mr. Goodloe.

MR. GOODLOE: No ex parte, but I am familiar with the site.

MR. BRISKE: Mr. Woodward.

MS. DAVIS: No ex parte. We drove by there the other day.

MR. BRISKE: The Chairman. No ex parte, but I'm very familiar with this site and the area.

MR. TATE: No ex parte communication, however, I do live in the area and I am very familiar with it.

MS. DAVIS: No to all the above.

MR. BRISKE: Mr. Wingate.

MR. WINGATE: No personal contact. I have visited the site and I'm familiar with the location.

MS. SINDEL: No ex parte, but I did visit the site.

MR. BRISKE: Thank you. Staff, was notice of hearing sent to all interested parties on this case?

MR. LEMOS: Yes, sir, it was.

MR. BRISKE: Did we have a notice posted on the property, as well?

MR. LEMOS: Yes, sir, we do.

MR. BRISKE: As long as there are no objections we'll have the staff present the maps and photography, please.

(Presentation of maps and photographs.)

MR. LEMOS: Once again, this is Z-2013-23 on Airway Drive. This is the actual map of the site. This is our 500-foot buffer with the zoning showing the parcel as S-1, surrounded by residential districts.

This is the Future Land Use, Mixed Use Urban. I may have to intercede here and say about two months ago this property did come through the process of the map amendment approvement to the Large Scale Map amendment. That was approved by the BCC for forwarding to the DEO. On Friday we'll receive notice from DEO saying that they have no objections with the proposed Future Land Use amendment, just for the record.

This is our existing land use on the site and there's the 500-foot buffer. This is an aerial photograph of the site in question just south of sports complex. This is our public hearing sign on the site. This is looking

down -- looking north along Airway Drive. This is looking northeast from the actual site. Looking south from the property down Airway Drive. Looking southeast from the property on Airway Drive. Looking east across from the property in question. This our 500-foot radius map from the property appraiser for our mailings and this is the actual 500-foot mailing list.

MR. BRISKE: Board members, any questions about the maps or photography?

MS. SINDEL: No.

MR. BRISKE: Thank you.

Mr. Page. Good morning, sir. We'll have you sworn in and please state your name and address for the record.

(Buddy Page sworn.)

MR. PAGE: Thank you, Mr. Chairman, Buddy Page, Professional Growth Management Services, LLC, 5337 Hamilton Lane in Pace, Florida.

MR. BRISKE: Good morning, Mr. Page.

MR. PAGE: Good morning.

MR. BRISKE: Have you received a copy of the staff's rezoning hearing package and the staff's Findings-of-Fact?

MR. PAGE: Yes, sir, I have.
MR. BRISKE: Do you understand you have the burden of providing substantial competent evidence that this proposed rezoning is
09:00AM consistent with the Comprehensive Plan, furthers the goals, objectives and policies of that plan and is not in conflict with the County's Land Development Code?
MR. PAGE: I do.
09:00AM MR. BRISKE: Thank you, sir. You may proceed.
MR. PAGE: Thank you, Mr. Chairman. As you indicated earlier, and hearing some questions and discussion in the back, I think
09:00AM it might be well for everyone to understand that this has been a two-step process. We're into the second process, the second step today.
The first step, as you heard a little bit
09:00AM from Juan, was the land use map that had to be changed and Tallahassee controls that. Some people think of it as the Tallahassee map has to be changed first and that process, I guess, is about 99.99 percent complete.
09:01AM The second step that we're here today is

to consider the rezoning of the property now that we evidently have the State's okay to make that change on the Future Land Use Map and to change it then to a Residential from a
09:01AM park status in which it started out with the Navy, I suppose, back in the forties and fifties.
So today we are looking at the six criterion, Mr. Chairman. And under Criterion
09:01AM (1) we see in terms of consistency with the Comprehensive Plan the staff finds that it is consistent with that Comprehensive Plan, especially the Future Land Use elements 1.11 and 1.31, which is the Future Land Use
09:01AM categories.
Under Criterion (2), the consistency with the Land Development Code, again the staff's review, and we concur, concludes that it is consistent with that document, as well.
09:02AM Under Criterion (3), which is compatibility with surrounding uses, as pointed out in the maps that you just saw what we're requesting here is a zoning category that is consistent with adjacent zoning
09:02AM categories. So in that light staff again

finds that the request in the application is compatible with the surrounding uses, therefore, compatible in consideration for Criterion Number (3).
09:02AM Criterion Number (4), changed conditions. Again, in looking at the area that's under development, the staff does find that it is -- there are some changed conditions out that way. The land use continues to be developed.
09:02AM The traffic increases on Nine Mile Road, as far as the DOT road count and the ability to handle additional traffic, is still there. I think we're awaiting DOT comments from Tallahassee in that regard, but it is
09:03AM otherwise found to be consistent.
The effect on the natural environment, there is one area that has been noted in the southeast corner of the property that is in all likelihood a jurisdictional wetland.
09:03AM Pursuant to that a jurisdictional survey has been done. The area has been specifically identified. The buyers and developers agree that that area will be set aside, no development and no impact.
09:03AM And in conclusion, Mr. Chairman, Criterion

Number (6), the development patterns, I think we've all seen over the past ten years or so the development curve on Nine Mile Road continues to go up. There was a considerably
09:03AM lengthy article in the paper within the past several weeks about the University of West Florida on one end with their development potential and their forecast for student enrollment certainly going up, and on the west
09:04AM end anchored down by the Navy Federal Credit Union activity and development, which, as I read the article, they project Navy Federal to be the largest employer in the Panhandle within the next five years or so.
09:04AM So in terms of development patterns, Number (6), Mr. Chairman, we feel like and the staff has concluded that what we're proposing would result in a logical and orderly development pattern.
09:04AM So those are basically a quick scenario of each of the six criterion. I'll be happy to answer any questions or concerns of the Board.
MR. BRISKE: Thank you, Mr. Page. Board members any questions?
09:04AM MS. SINDEL: Not at this point.

MR. BRISKE: Okay. Mr. Page, if you will just stand by we'll have the staff present and then we may have you come back up. Who will be presenting for the staff today?

09:04AM MR. LEMOS: I am, sir.

MR. BRISKE: State your name and position for the record, please.

(Juan Lemos, previously sworn.)

MR. LEMOS: Juan Lemos, Escambia County Planner. Once again this is Rezoning Case 2013-23.

Under Criterion (1), the proposed amendment to R-5 is consistent with the intent and purpose of Future Land Use category Mixed Use Urban, as stated in Comprehensive Plan Future Land Use 1.3.1. The projected uses are allowed under the Mixed Use Urban category. Furthermore, the amendment will provide for infill development and the separation of allowed uses. The parcel is adjacent to existing public roads and if development occurs, the applicant may expand the use of utilities and service infrastructure.

Under Criterion (2), the proposed amendment is consistent with the intent and

purpose of the Land Development Code because single-family residences and multifamily residences fall under the permitted uses for the R-5 zoning district. All other

09:05AM requirements of the Land Development Code will be evaluate for consistency during the Site Plan Review process.

Under Criterion (3), the proposed amendment is compatible with the surrounding

09:06AM existing uses in the area. Within the 500-foot radius impact area staff observed properties with zoning districts R-5, R-3 and S1, two multifamily residences, two parcels designated as agricultural residences, two

09:06AM parcels designated as drainage easements, one parcel designated as a pit, one parcel designated as a conservation easement, one parcel owned by Escambia County, 18 mobile homes, 28 vacant residential parcels, and 57

09:06AM single-family residences. The site visit reveals multiple residential development to the east side of Airway Drive.

Under Criterion (4), staff found changed conditions that will impact the amendment or

09:06AM the property. Once again a Future Land Use

Map change was submitted by the applicant and approved for transmittal to the Department of Economic Opportunity on November 2013. If the rezoning requests is recommended for approval

09:07AM to the Board of County Commissioners it would have to be contingent on DOE's approval of the Large Scale Map amendment.

Under Criterion (5), according to the National Wetland Inventory, wetlands and

09:07AM hydric soils were indicated on the subject property. The presence of sensitive lands on the site may require a more in-depth evaluation by agencies involved. Escambia

09:07AM County staff will evaluate the proposed project to ensure all of the standards for wetlands protection indicated in the Land Development Code are met. Once the project is formally submitted, it will be evaluated in the Site Plan Review process.

09:07AM Under Criterion (6), development pattern, the proposed amendment would result in a logical and orderly development pattern. The amendment will allow a comprehensive mix of uses between the compatible existing

09:07AM recreational amenities and the proposed

development of residential facilities. The amendment would provide for an orderly development pattern by encouraging the efficient integration of existing

09:08AM infrastructure and services. That concludes the staff presentation.

MR. BRISKE: Thank you. Board members, questions of staff?

MS. DAVIS: Not at this time.

09:08AM MR. BRISKE: Mr. Page, any direct examination of the staff's presentation?

MR. PAGE: No, sir.

MR. BRISKE: All right. We now move into the public comment portion of the meeting.

09:08AM Like I said, we do allow anyone who wishes to speak on the matter as long as you fill out a speaker request form. We do have a time limit for each person just to make sure that everybody gets an opportunity to speak.

09:08AM For those members of the public who wish to speak on this matter, please note that the Planning Board bases its decisions on the criteria and exceptions described in Section 2.08.02.D of the Escambia County Land

09:08AM Development Code. During our deliberations

the Planning Board does not consider general statements of support or opposition. Accordingly, if you testify, please limit your testimony to the criteria and the exceptions described in Section 2.08.02.D, which are currently up on the screen. Please also note that only those individuals who are present and give testimony on the record today will be allowed to speak at the subsequent hearing before the Board of County Commissioners.

Our first speaker is Mr. Gary Watson.

MR. HOLMER: Mr. Chairman, if I may for the speakers, the time limit you wish at this point is --

MR. BRISKE: We typically use three minutes.

MR. HOLMER: What I will do is at the 30 second remaining point I'll announce 30 seconds and then I will say time again.

MR. BRISKE: Thank you.

Good morning, Mr. Watson.

MR. WATSON: Good morning.

MR. BRISKE: Please be sworn in.

(Gary Watson sworn.)

MR. WATSON: Gary Watson. My office is

7139 North Ninth Avenue. I'm a commercial real estate broker here in town and, actually, this is a welcomed development. My only concern is concerning Criterion (2), land code, the Land Development Code. There's got to be an economic part of that and looking at the sales price, which, of course, has nothing to do with you guys, but it does have to do with the entire county revenue. I'm involved in a transaction not so far from here. They're paying seven times this price, which means the tax revenue here is going to be substantially less than what it probably should be. That may be an argument I bring before the County or before the School Board, but I felt like I needed to say something.

MR. BRISKE: I would recommend that you get as much of your comments on the record here as you can because, like I said, no new evidence can be presented to the commissioners. Since you've spoken of it here, you can certainly speak at a later date.

MR. WATSON: That's the reason I'm here.

MR. BRISKE: Very good. Thank you. Any questions for Mr. Watson? Mr. Page any

cross-examination? Staff any examination of Mr. Watson? Okay. Thank you, sir.

Suzanna Ellard.

Good morning, ma'am. We'll have you sworn in and then state your name and address for the record, please.

(Suzanna Ellard sworn.)

MS. ELLARD: Suzanna Ellard, 221 Topeka Road. I've owned my house for exactly ten years and the reason I bought this particular property is that it's virtually a dead-end street with beautiful trees at the end. I have pets. My neighbors have small children. I truly was looking for a place where there would not be much cross traffic and this suited me fine. It's a very convenient location. I don't want to move, but I wanted to voice my opinion now because there are perhaps 18 houses that will be directly affected if our road is an access road. It's a big development. It means a lot of traffic, especially during the construction phase. I'm hoping that Airway Drive will take most of the traffic because it is a street with direct access to Nine Mile Road and Johnson and there

are no residences to the west of Airway Drive, as I understand it.

I enjoy being out in nature and I have been through the woods and it just will be a very big change in my environment and my feeling of safety. I've really been welcomed by all my neighbors. I came here from New York state. I, too, am concerned about the price that's to be paid for this property. It seemed low to me when I read the newspaper article. I don't have any other information. I haven't received my package yet. It has been requested.

But at the very least we need -- if we are to be one of the access roads, we need limited access such as Governor's Gate. First of all, we need a buffer zone at the western end of the development. Leave some of those trees there, you know. We can't grow new trees overnight.

MR. HOLMER: Thirty seconds.

MS. ELLARD: It does affect -- it affects our feelings of our property. It affects our property values and that's why I'm here today. Thank you.

MR. BRISKE: Thank you, ma'am.
Drew, maybe you could spend like maybe one minute and just explain the traffic concurrency process of the DRC, or Juan, either one of you, how that works so that we do address it if a development is presented.
MR. HOLMER: Bear in mind, everyone should keep in mind, at this point we're just strictly talking about rezoning of this property. Any ideas bandied about, any sort of plans that folks have in mind, all that is just hypothetical at this point. We're just strictly talking about rezoning a piece of property. Should someone come in with a plan on that site, it would have to come through the County Development Review and at that point all those site particulars would be addressed. Everything from traffic to buffering, environmental concerns, fire department access, you name it, all of that comes in at that point. At this point we're strictly talking about is this piece of property going to be recommended to be rezoned to R-5, and all the uses that are allowed under R-5 need to be considered.

MR. BRISKE: Thank you, Mr. Holmer. During that process is that a public input process for the development review process?
MR. HOLMER: It absolutely is. Development Review meetings, it's a series of meetings. They are notified on the County's website. There is an avenue at that point forward for appeal if a project gets approved that someone has issues with. Once again, like everything, it's all public record and all public meetings.
MR. BRISKE: So there would be signs posted for the radius around the property, notification given and so on?
MR. HOLMER: No, sir. Development Review we do a courtesy notification of posting a sign on the site. The way the code is written for meetings such as this, rezonings, Future Land Use changes, conditional uses, those sort of things, we do to follow the notification guidelines presented to us from the State. For Development Review it is simply a courtesy notification of posting of that sign.
MR. BRISKE: How would members of the public stay informed of what's going on with

this property?
MR. HOLMER: We post, the County posts all the public hearings. All meetings are posted. On our Website there is a weekly calendar of meetings. Development Review meets at 1:00 p.m. every Wednesday and the specific projects for the next week are posted every Friday.
MR. BRISKE: Thank you, sir.
Board members, any question of staff?
MS. SINDEL: No.
MR. BRISKE: Anyone else from the public who wishes to speak on this matter? Yes, sir, please come forward. If you will present that to one of our staff members here then be sworn in.
(David Jewell sworn.)
MR. JEWELL: My name is David Jewell. I live at 301 Topeka Road. I'm the last house before the property that's a concern. And not being familiar with your procedures and all and not really knowing what questions to ask, I would like to just reserve the right to speak at the next meeting, if that would be possible.
MR. TATE: No, sir. When you go to the

next meeting they will actually look at your testimony and they will limit your words to exactly what you said there. No new information, questions or anything can be asked at that next public meeting.
MR. JEWELL: Then I can be concerned about exits and entrances into the development, buffer zones around the development, and I guess the type, size of the project per unit that we're looking at. That would be the concerns that I would have at the next meeting.
MR. BRISKE: Okay. All right. I think it's important to remember, and I know we've said this over and over, but it's sometime confusing because there's several steps, this process would take the property and rezone it, if it's recommended for approval, to an R-5. Anything that would be allowed in R-5 would then be allowed on the property. This Board does not look at is it going to be a subdivision, is it going to be duplexes or whatever. We don't look at those things at this point. That's what Mr. Holmer was talking about. There's a very in-depth

process that happens, so this is kind of step -- in this case it's step two because there was a --

MR. JEWELL: You know, not understanding, 09:19AM because there was no notification of any meetings given to me other than just a card, so I had no idea what to expect until I got here, so I guess I really don't understand your procedures.

MR. BRISKE: Yes, sir. I understand.

MR. GOODLOE: Mr. Chairman?

MR. BRISKE: Yes, sir.

MR. GOODLOE: If we could, could we get the staff to just put up what's allowed in 09:19AM R-5?

THE COURT: That would be helpful. Thank you, Mr. Goodloe. This may give you an opportunity to comment.

Now, in some cases the applicant discloses 09:20AM what their intentions are. They're not required to at this meeting. If they wish to disclose it, it's up to them. They're not required to do it here.

MR. JEWELL: I understand they put it in 09:20AM the paper two weeks ago. I do understand

that, but, of course, reading that brought concerns and I'm understanding now you don't address these concerns at this meeting.

MR. BRISKE: Right.

MS. SINDEL: 09:20AM And these concerns may not be fully addressed when it goes to the Board of County Commissioners because at that level it's very similar to what we're doing. It's looking at what would be allowed in the new 09:20AM zoning. If this project continues to move forward, then it gets to a development review process where it goes back to more staff meetings and that's where conversation will be held regarding ingress and egress, the roads, 09:21AM the buffers and the whole thing. But it really -- it's definitely not done at our level and it's done more on a courtesy of the Board of County Commissioners listening to input, but even at their level of decision it 09:21AM won't be based on that criteria. It's our way of saying that we can approve something to move forward, but once it gets to the DRC the applicant may find it too arduous and at that point choose not do the project.

MR. JEWELL: 09:21AM I understand all that and I

appreciate you letting me speak, but, I guess, she answered my question and he did too earlier, that we have a right to follow this and do ask questions later.

MR. BRISKE: 09:21AM Absolutely, yes, sir, public input.

MR. JEWELL: Thank you.

MR. GOODLOE: Thank you, sir.

MR. BRISKE: Thank you, sir. What we have 09:21AM on the screen up there now are the permitted uses for R-5, Urban Residential Limited. Of course, our zoning in Escambia County is cumulative, so anything that is also allowed in R-4, so you would have to read that, as 09:22AM well, but those are basically the permitted uses. It then goes into prohibited uses, conditional uses, and then some of the site and building requirements and things like that. So this is all part of the Land 09:22AM Development Code. I believe this is Article 6 in the zoning districts, so if you want to read more about what R-5 is and what it consists of, that's where you would find it. That's all on the County Website, and if you 09:22AM don't have access to that, I'm sure you can

get in touch with staff and they can help you get a copy of it.

Anyone else from the public wish to speak on this matter? Okay. Hearing none, I will 09:22AM close the public comment portion of the hearing.

And, Mr. Page, if you will come back forward, please. Do you have any closing comments or statements or any other witnesses 09:23AM that you wish to bring forward?

MR. PAGE: Mr. Chairman, not at this time. No, sir.

MR. BRISKE: Board members, any questions for Mr. Page or the staff?

MS. SINDEL: 09:23AM No.

MR. BRISKE: The Chair will entertain a motion on this hearing.

(Motion by Mr. Goodloe.)

MR. GOODLOE: A motion, Mr. Chairman. I 09:23AM move that we recommend approval of zoning application Z-2013-23 to the Board of County Commissioners and adopt the Findings-of-Fact provided in the rezoning hearing package.

MS. SINDEL: Second.

MR. BRISKE: 09:23AM We do have a motion and a

second. Any further discussion? All those in favor, say aye.

(Board members vote.)

MR. BRISKE: Opposed?

09:23AM (None.)

MR. BRISKE: The motion carries unanimously.

(Motion passed unanimously.)

MR. BRISKE: Thank you, Mr. Page. Good

09:23AM luck.

(Conclusion of Case Z-2013-23. The transcript continues on Page 50.)

* * *

* * *

Applicant: James D. Kemp, Owner
Address: 5580 Pensacola Boulevard
From: C-1, Retail Commercial District (cumulative)(25 du/acre)
To: C-2NA, C-2 General Commercial and Light Manufacturing District (Cumulative)(25 du/acre)

MR. BRISKE: At this time we'll go ahead and keep moving into our next rezoning

09:24AM hearing. This next rezoning is Case Z-201 owner, 5880 Pensa from C-1, Retail Comm NA, General Comm ing District.

09:24AM Members of the Board, once again I'll ask that you disclose whether there's been any ex parte communications between you, the applicant, agents, attorneys, witnesses, Planning Board members or general public?

09:24AM Also disclose if you visited the subject site and disclose if you are a relative or business associate of any of the parties.

Mr. Goodloe.

MR. GOODLOE: No ex parte, but I am

09:24AM familiar with the site.

MR. WOODWARD: No ex parte, but I'm familiar with the site.

MR. BRISKE: The Chairman. No ex parte, but I am also familiar with the site.

09:24AM MR. TATE: The same, no communication, but I am familiar with the site.

MS. DAVIS: No to all the above.

MR. BRISKE: Mr. Wingate.

MR. WINGATE: No communication. I'm

09:25AM familiar with the site and I did do a drive-by.

MS. S am familiar with the s

MR. BRISKE: Thank you.

09:25AM Staff, was notice of the hearing sent to all interested parties on this case?

MR. LEMOS: Yes, sir, it was.

MR. BRISKE: Was this case also posted on the subject property?

09:25AM MR. LEMOS: Yes, sir, it was.

MR. BRISKE: If there are no objections from Mr. Kemp, we will now have the staff present the maps and photography.

(Presentation of Maps and Photography.)

09:25AM MR. LEMOS: Once again, Rezoning Case

2013-25, 5580 Pensacola Boulevard. This is the locational criteria. This is the site in question. This is our 500-foot buffer zoning showing the C-1 surrounded by mostly

09:25AM commercial and residential. This is our Future Land Use Map, Commercial Future Land Use. This is the existing land use for the property and the 500-foot surrounding. This is the aerial photograph of the site in

09:26AM question. This is our public hearing sign posted on the site.

This is looking north along Highway 29. Looking . Looking south fr property. Looking Looking west across Highway 29 from the property. This is our 500-foot radius map for notification. This is the actual 500-foot mailing list from the property appraiser.

09:26AM MR. BRISKE: Any questions of the maps or photography?

MS. SINDEL: No.

MR. BRISKE: Hearing none -- I'm sorry.

MR. TATE: Could we go back to the mailing

09:26AM list real quick and enlarge it for me? I was

Planning Board-Rezoning **5. C.**

Meeting Date: 12/02/2013
CASE : Z-2013-23
APPLICANT: Wiley "Buddy" Page, Agent for Smart Living LLC, Owner
ADDRESS: Airway Dr
PROPERTY REF. NO.: 12-1S-30-2001-001-001
MU-U, Mixed-Use
FUTURE LAND USE: Urban
DISTRICT: 3
OVERLAY DISTRICT: NA

BCC MEETING DATE: 01/02/2014

SUBMISSION DATA:
REQUESTED REZONING:

FROM: S-1, Outdoor Recreational District (noncumulative)

TO: R-5, Urban Residential/Limited Office District, (cumulative) High Density

RELEVANT AUTHORITY:

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

CRITERION (1)
Consistent with the Comprehensive Plan.
Whether the proposed amendment is consistent with the Comprehensive Plan.

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

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. Range of allowable uses include: Residential, Retail and Services, Professional Office, Recreational Facilities, Public and Civic. The minimum residential density is three and a half dwelling units per acre and the maximum residential density is 25 dwelling units per acre.

FINDINGS

The proposed amendment to R-5 **is consistent** with the intent and purpose of Future Land Use

category MU-U, as stated in CPP FLU 1.3.1. The projected uses are allowed under the MU-U category; furthermore, the amendment would provide for infill development and the separation of allowed uses. The parcel is adjacent to existing public roads and if development occurs, the applicant may expand the use of utilities and service infrastructure.

CRITERION (2)

Consistent with The Land Development Code.

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

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code because single family residences and multifamily residences follow under the permitted uses for the R-5 zoning district. All other requirements of the Land Development Code will be evaluated for consistency during the Site Plan Review process.

CRITERION (3)

Compatible with surrounding uses.

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

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts R-5, R-3 and S-1. Two multifamily residences, two parcels designated as agricultural residential, two parcels designated as drainage easements, one parcel designated as a pit, one parcel designated as a conservation easement, one parcel owned by Escambia County, 18 mobile homes, 28 vacant residential parcels and 57 single-family residences.
The site visit reveals multiple residential developments on the east side of Airway.

CRITERION (4)

Changed conditions.

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

FINDINGS

Staff **found** changed conditions that would impact the amendment or property(s). A Future Land Use map change was submitted by the applicant and approved for transmittal to the Department of Economic Opportunity (DEO) on November 2013. If the rezoning request is recommended for approval to the Board of County Commissioners, it would have to be contingent on DEO's approval of the Large Scale Map amendment.

CRITERION (5)

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

FINDINGS
According to the National Wetland Inventory, wetlands and hydric soils **were** indicated on the subject property. The presence of sensitive lands on site may require a more in-depth evaluation by the agencies involved. Escambia County staff will evaluate the proposed project to ensure all of the standards for wetlands protection indicated in the LDC, are met. Once the project is formally submitted, it will be evaluated during the Site Plan Review process.

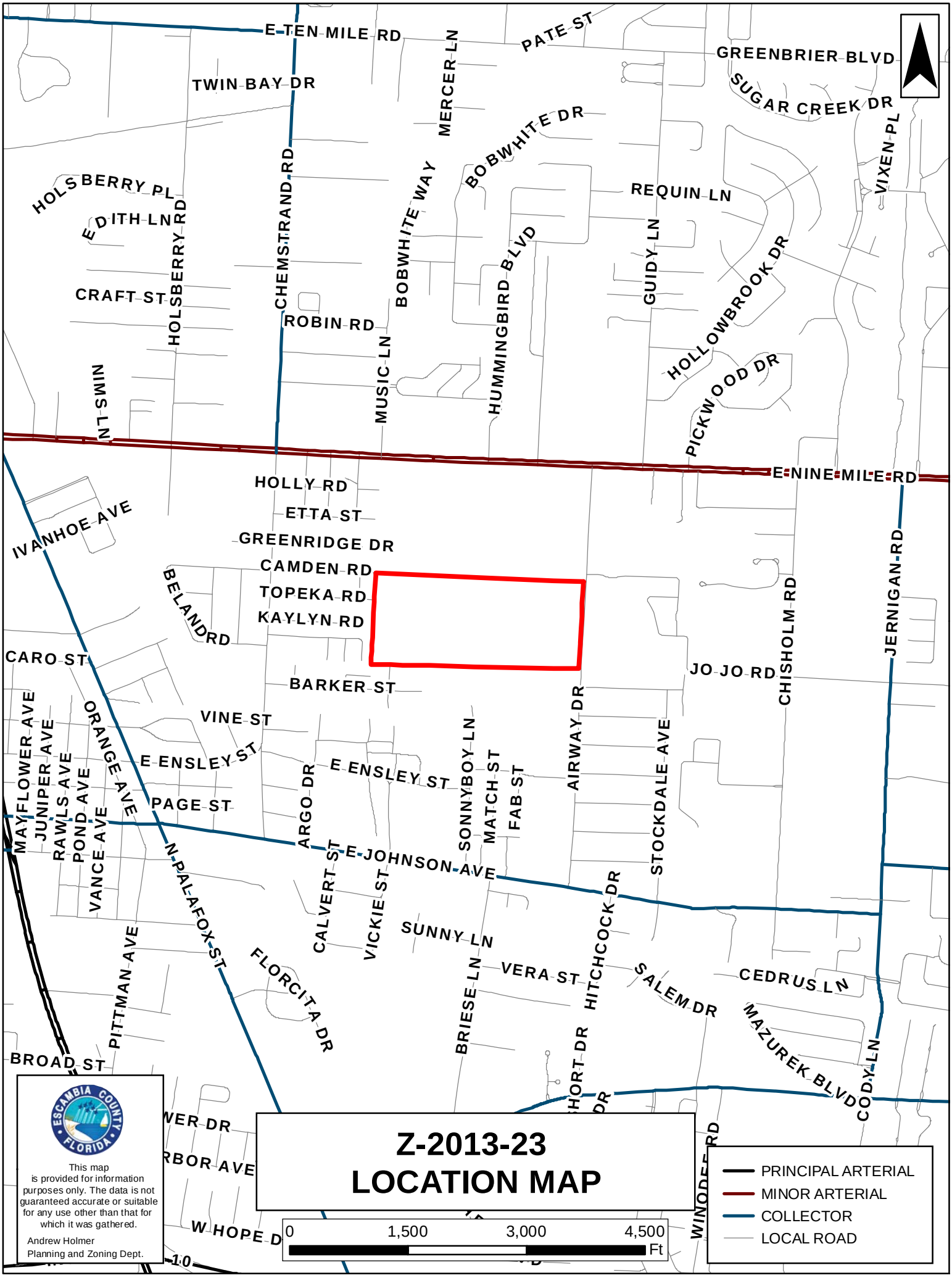
CRITERION (6)

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

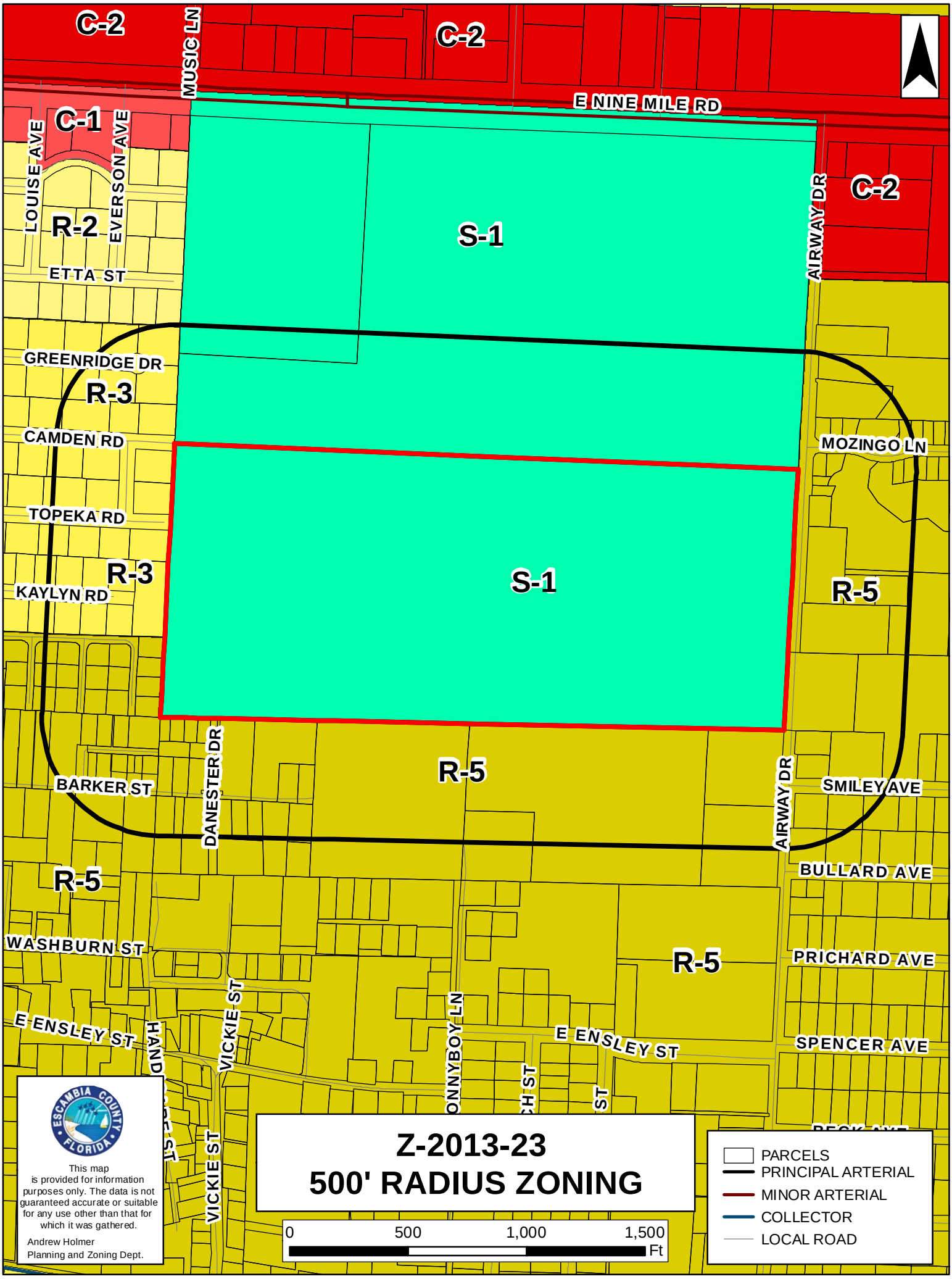
FINDINGS
The proposed amendment **would** result in a logical and orderly development pattern. The amendment will allow for a comprehensive mix of uses, between the compatible existing recreational amenities and the proposed development of residential facilities. The amendment, would provide for an orderly development pattern by encouraging the efficient integration of existing infrastructure and services.

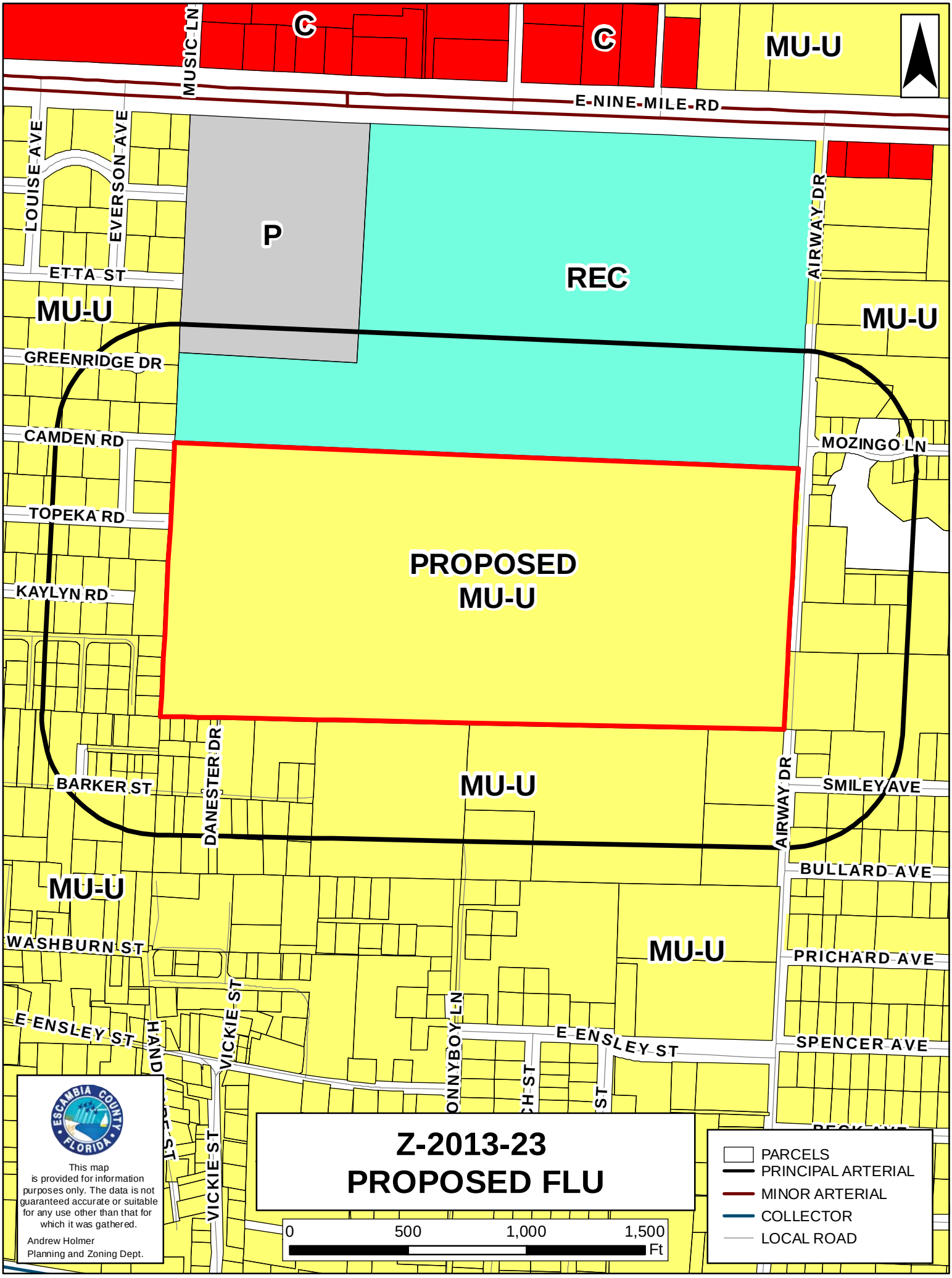
Attachments

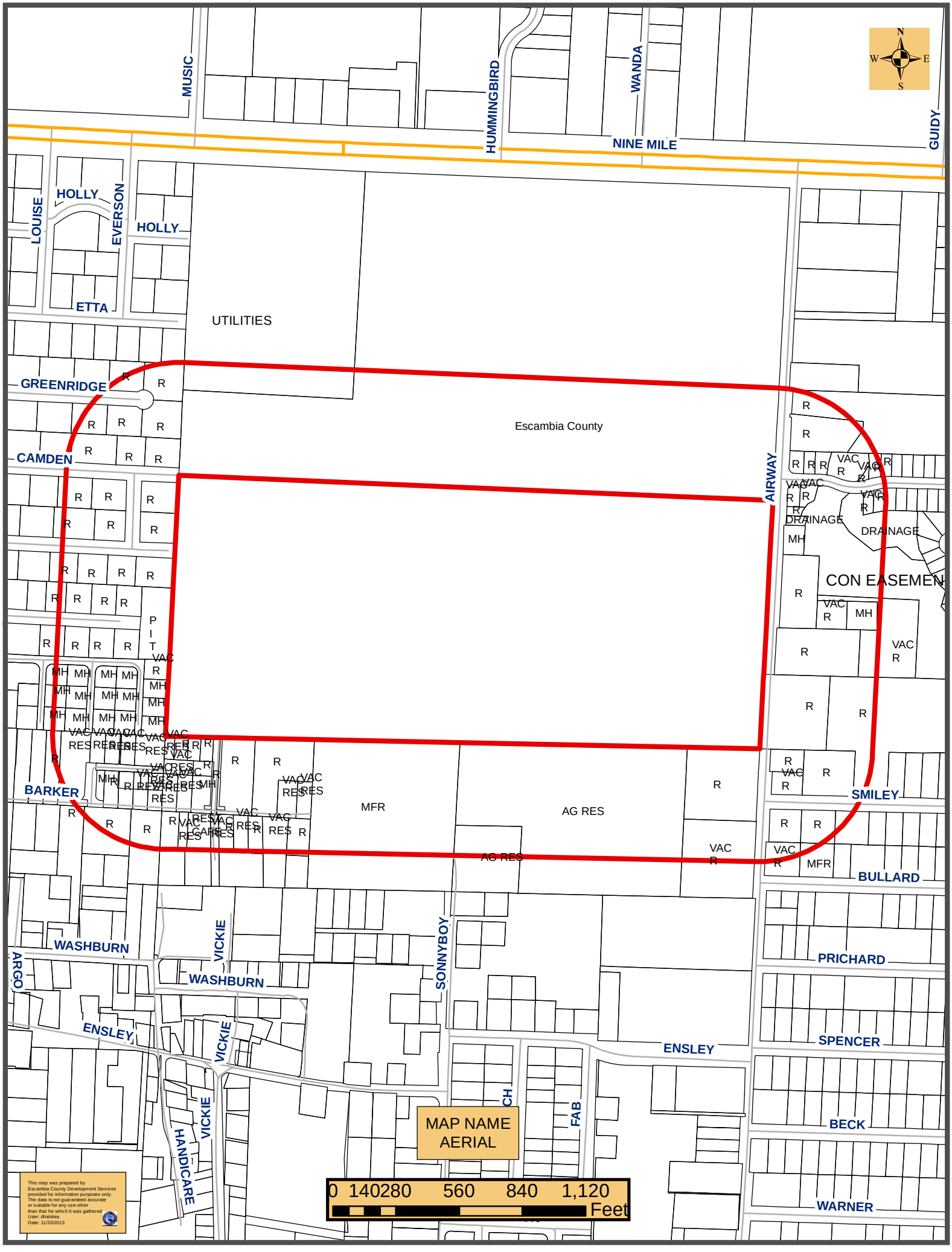
Z-2013-23



Z-2013-23
LOCATION MAP


C-2
C-2
C-2
C-1
MUSIC LN
E NINE MILE RD
LOUISE AVE
EVERSON AVE
AIRWAY DR
R-2
S-1
ETTA ST
GREENRIDGE DR
R-3
CAMDEN RD
MOZINGO LN
TOPEKA RD
R-3
S-1
R-5
KAYLYN RD
DANESTER DR
R-5
BARKER ST
AIRWAY DR
SMILEY AVE
R-5
BULLARD AVE
WASHBURN ST
R-5
PRICHARD AVE
E ENSLEY ST
VICKIE ST
E ENSLEY ST
SPENCER AVE
VICKIE ST
Z-2013-23
500' RADIUS ZONING
0
500
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Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


C
C
MU-U
MUSIC LN
E-NINE-MILE-RD
LOUISE AVE
EVERSON AVE
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AIRWAY DR
ETTA ST
MU-U
MU-U
GREENRIDGE DR
CAMDEN RD
MOZINGO LN
TOPEKA RD
PROPOSED
MU-U
KAYLYN RD
DANESTER DR
BARKER ST
MU-U
SMILEY AVE
AIRWAY DR
BULLARD AVE
MU-U
WASHBURN ST
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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Planning and Zoning Dept.


MUSIC
HUMMINGBIRD
WANDA
NINE MILE
GUIDY
HOLLY
LOUISE
EVERSON
HOLLY
ETTA
UTILITIES
GREENRIDGE
Escambia County
CAMDEN
AIRWAY
DRAINAGE
DRAINAGE
CON EASEMEN
PIT
BARKER
MFR
AG RES
AG RES
SMILEY
BULLARD
PRICHARD
SPENCER
BECK
WARNER
WASHBURN
WASHBURN
ARGO
VICKIE
VICKIE
VICKIE
SONNYBOY
ENSLEY
ENSLEY
HANDICARE
FAB
MAP NAME
AERIAL
0 140280 560 840 1,120
Feet
This map was prepared by Escambia County Development Services provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered. User: dhalstea Date: 11/20/2013


E NINE MILE RD
EVERSON AVE
ETTA ST
TOPEKA RD
AIRWAY DR
EULA DR
BARKER ST
BOY LN
BURN ST
E ENSLEY ST
Z-2013-23
AERIAL MAP
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.



LOOKING NORTHEAST ACROSS FROM SITE



LOOKING EAST ACROSS AIRWAY DR



LOOKING SOUTHEAST ON AIRWAY DR



LOOKING NORTH FROM SITE ON AIRWAY DR



PUBLIC HEARING SIGN

Chris Jones
Escambia County Property Appra

Real Estate Search | Tangible Property Search | Sale List | Amendment 1 Calculat

Back

469-6141 Shawn
432-6124 Operator

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference: 121S302001001001
Account: 021163150
Owners: SCHOOL BOARD OF ESCAMBIA CO
SCHOOL BOARD VACANT LAND
Mail: 75 N PACE BLVD
PENSACOLA, FL 32505
Situs: AIRWAY RD 32514
Use Code: PUBLIC SCHOOL
Taxing Authority: COUNTY MSTU
Tax Inquiry: Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

2012 Certified Roll Assessment

Improvements:	
Land:	$7,777,
Total:	$7,777,

Save Our Homes:

Disclaimer

Amendment 1 Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1978	1261	867	$100	QC	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2012 Certified Roll Exemptions

EDUCATIONAL

Legal Description

S 1155 FT OF SW1/4 OF NE1/4 & S 1155 FT OF SE1/4 OF NW1/4 OR 1261 P 867

Extra Features

None

Parcel Information

Launch Interactive

Section Map Id: 12-1S-30-1

Approx. Acreage: 1.3300

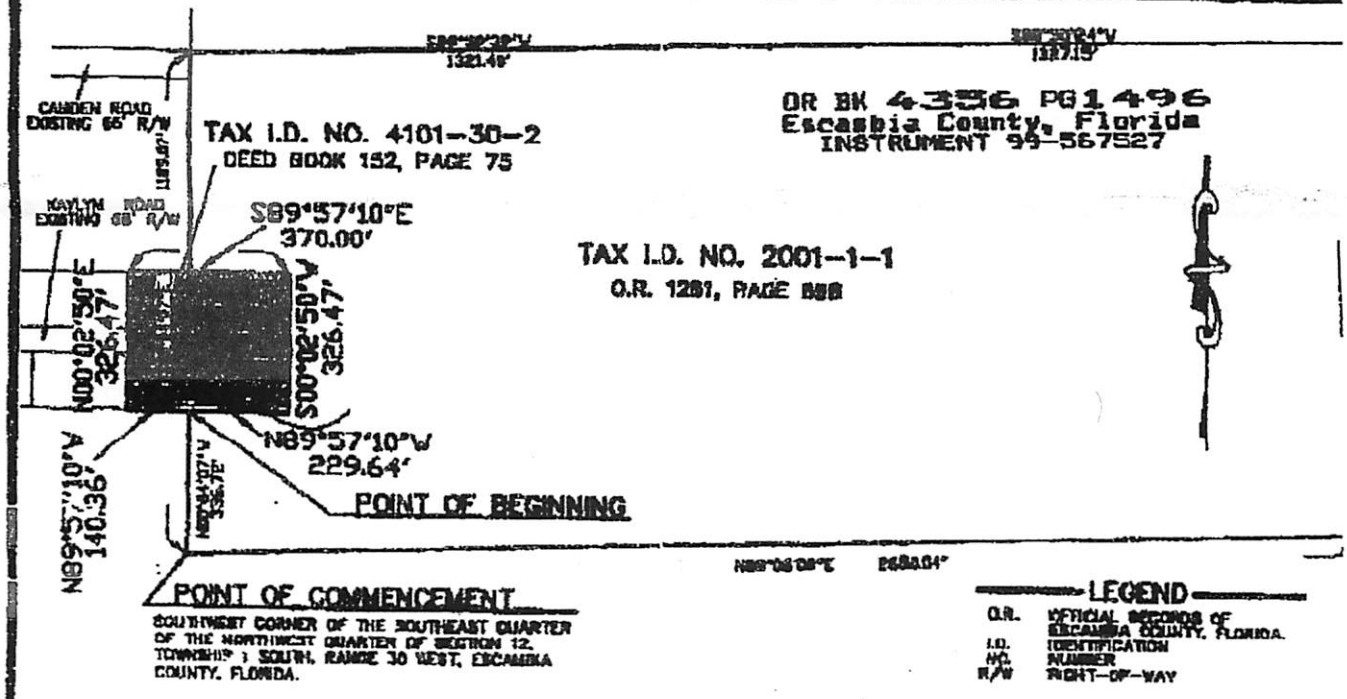
Owned: 1

68.33' ROW

EXHIBIT "A"

Allen Nobles & Associates, Inc.
TALLAHASSEE • CHIPLEY • DESTIN • PENSACOLA

PROFESSIONAL LAND SURVEYING & MAPPING
LB# 3293
1409 VILLAGE SQUARE BLVD.
UNIT 3, SUITE 341
TALLAHASSEE, FLORIDA 32312
PH: 850-385-1178
FAX: 850-385-1238



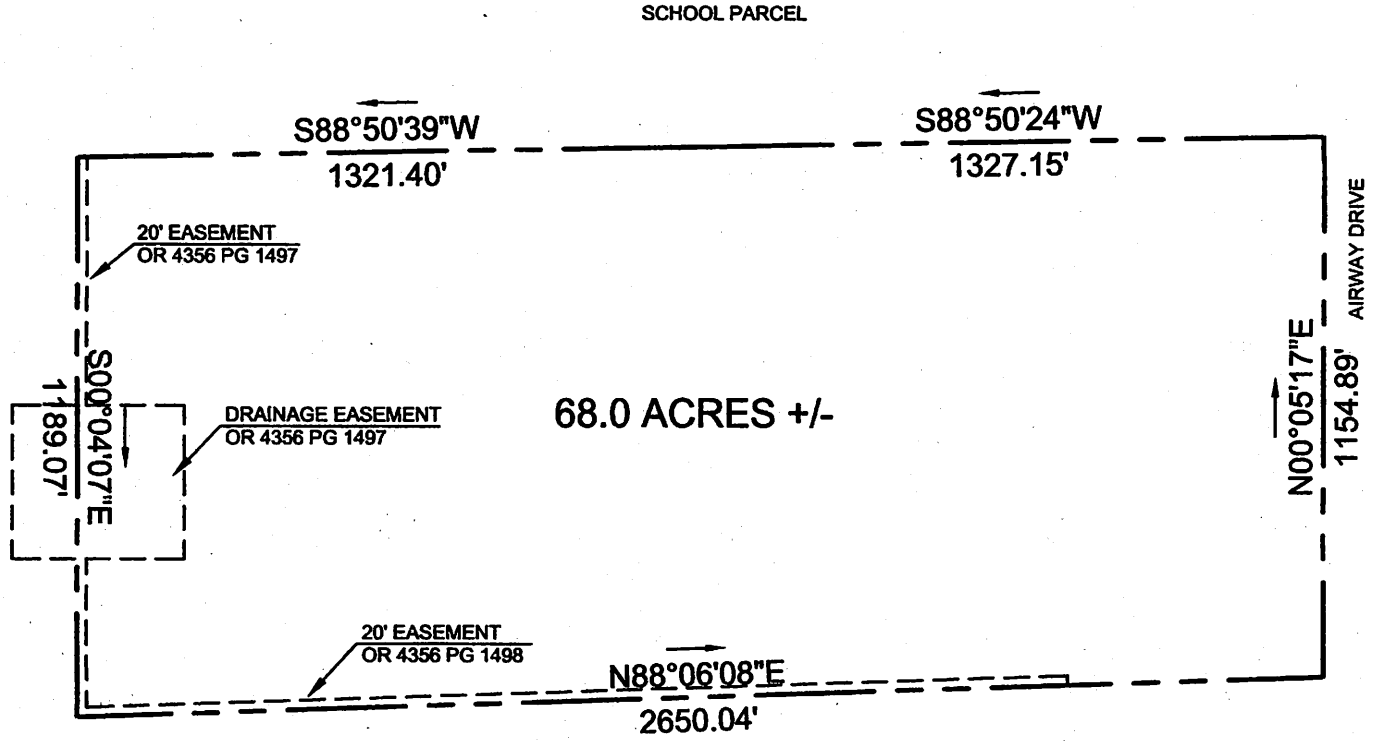
DESCRIPTION

A parcel of land lying in Section 12, Township 1 South, Range 30 West, Escambia County, Florida, being a portion of that parcel described in Official Records Book 1261, Page 888, of the Public Records of Escambia County, Florida, together with that parcel described in Deed Book 152, Page 75, of said Public Records and being more particularly described as follows:

Commence at an unnumbered concrete monument marking the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 12 and run North 00 degrees 04 minutes 07 seconds West along the westerly boundary line of said parcel described in Official Records Book 1261 at Page 888 a distance of 336.72 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING thence run North 89 degrees 57 minutes 10 seconds West a distance of 140.36 feet; thence run North 00 degrees 02 minutes 50 seconds East a distance of 326.47 feet; thence run South 89 degrees 57 minutes 10 seconds East a distance of 370.00 feet; thence run South 00 degrees 02 minutes 50 seconds West a distance of 326.47 feet; thence run North 89 degrees 57 minutes 10 seconds West a distance of 229.64 feet to the POINT OF BEGINNING.

12-15-30
200-001001



LEGAL DESCRIPTION (As Provided)

A parcel of land lying in Section 12, Township 1 South, Range 30 West, Escambia County, Florida being more particularly described as follows:

The South 1155 feet of the Southwest One Quarter of the Northeast One Quarter of Section 12, Township 1 South, Range 30 West, Escambia County, Florida and the South 1155 feet of the Southeast One Quarter of the Northwest One Quarter of Section 12, Township 1 South, Range 30 West. Containing 68.0 acres more or less.

NOT A SURVEY

PREBLE-RISH, INC.
CONSULTING ENGINEERS AND SURVEYORS
CIVIL • SURVEYING • SITE PLANNING
324 MARINA DRIVE PORT ST. JOE, FL 32456 (850) 227-7200
216 TARRAGONA ST. #C PENSACOLA, FL 32502 (850) 267-0759
90 BEAL PARKWAY NW FORT WALTON, FL 325487 (850) 200-4783
877 COUNTY ROAD 393 SANTA ROSA BEACH, FL 32459 (850) 267-0759

SKETCH OF DESCRIPTION	DATE: 7/31/13	PROJECT NO. 821.000
SMARTHOMES, LLC A PORTION OF SECTION 12 TOWNSHIP 1 SOUTH, RANGE 30 WEST ESCAMBIA COUNTY, FL	SCALE:	
	DRAWN:	SHEET 1
	CHECKED:	

SURVEYOR'S NOTES
1 BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, NORTH ZONE, NAD 1983/90, U S SURVEY FEET
2 THIS SURVEY, MAP, AND REPORT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES
3 FLOOD NOTE BY GRAPHIC PLOTTING ONLY, THE PROPERTY SHOWN HEREON LIES IN ZONE X AS PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE FOR ESCAMBIA COUNTY, FLORIDA, SEE COMMUNITY PANEL NO 120080 0295 G, WHICH BEARS A MAP REVISED DATE OF SEPTEMBER 29, 2006
4 SOURCE OF INFORMATION COMMITMENT FOR TITLE INSURANCE, PERPARED BY CHICAGO TITLE INSURANCE COMPANY, ORDER NO 4501043 WITH AN EFFECTIVE DATE OF AUGUST 12, 2013 AT 8 00 AM, DEEDS RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA AND FIELD MONUMENTATION
5 THE PROPERTY SURVEYED IS VACANT AND HEAVILY WOODED
6 NO UNDERGROUND UTILITIES, UTILITY LINES FOUNDATIONS, OR OTHER UNDERGROUND STRUCTURES HAVE BEEN LOCATED BY PREBLE-RISH, INC , EXCEPT AS SHOWN
7 NO ATTEMPT HAS BEEN MADE TO LOCATE OR DETERMINE ENVIRONMENTAL WETLAND LINES BY PREBLE-RISH, INC
8 THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA
9 DATE OF FIELD SURVEY AUGUST 8-20, 2013
10 PROPERTY SUBJECT TO OIL, GAS AND MINERAL RESERVATIONS SET FORTH IN OFFICIAL RECORDS BOOK 1261, PAGE 867 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA

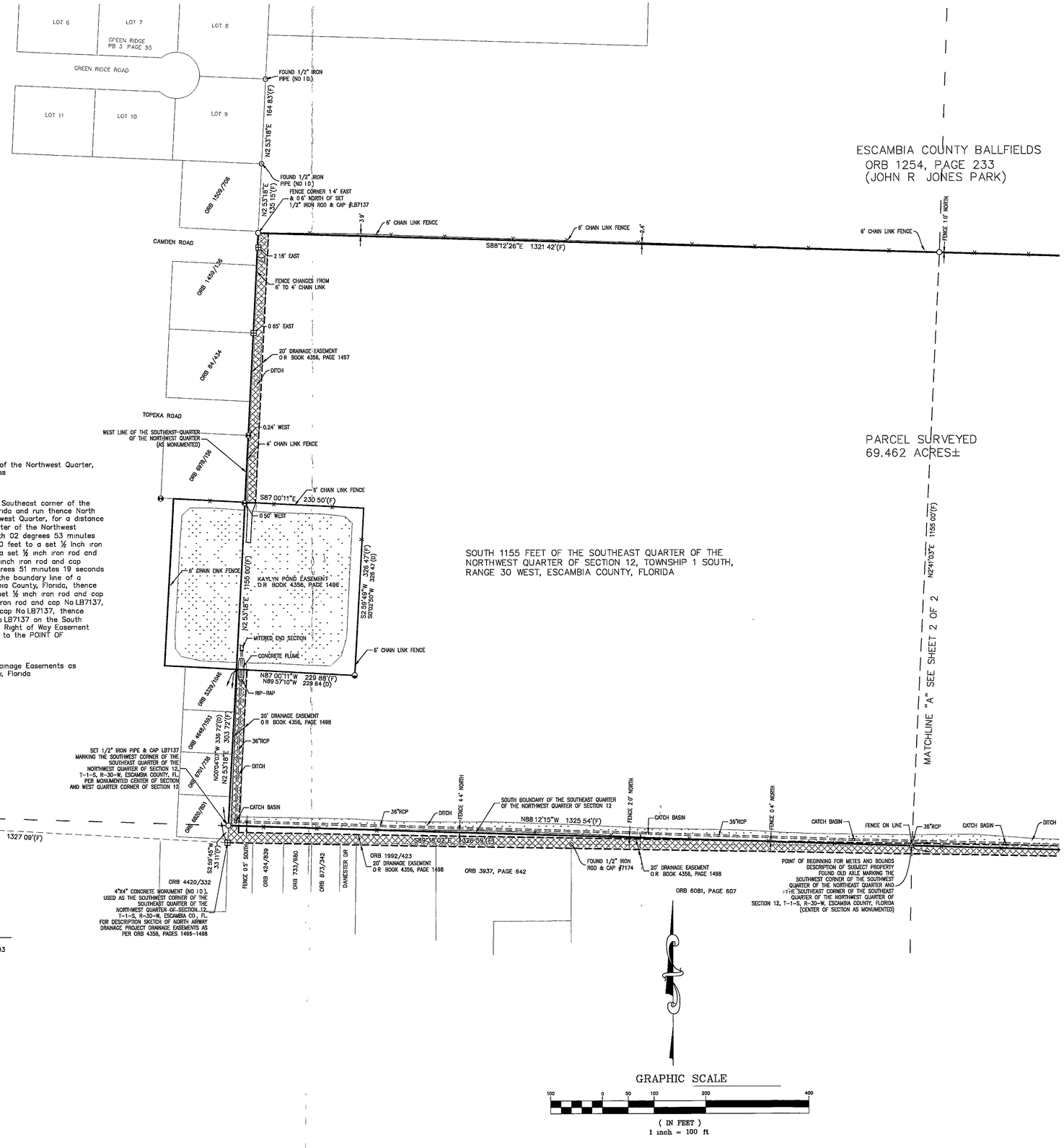
LEGAL DESCRIPTION AS PER EXHIBIT "A", CHICAGO TITLE INSURANCE COMPANY
ORDER NO 4501043, DATED AUGUST 12, 213 AT 8 00 AM

The South 1155' of the Southwest Quarter of the Northeast Quarter and the South 1155' of the Southeast Quarter of the Northwest Quarter, all lying in Section 12, Township 1 South, Range 30 West, Escambia County, Florida, containing 70 acres more or less

DESCRIBED BY FIELD SURVEY AS FOLLOWS

Beginning at an old axle marking the Southwest corner of the Southwest Quarter of the Northeast Quarter and the Southeast corner of the Southeast Quarter of the Northwest Quarter of Section 12, Township 1 South, Range 30 West, Escambia County, Florida and run thence North 88 degrees 12 minutes 15 seconds West, along the South boundary line of the said Southeast Quarter of the Northwest Quarter, for a distance of 1,325 54 feet to a set ½ inch iron rod and cap No LB7137 marking the southwest corner of the Southeast Quarter of said Section 12 (per monumented center of section and West Quarter corner of Section 12), thence North 02 degrees 53 minutes 18 seconds East, along the West line of said Southeast Quarter of the Northwest Quarter, for a distance of 1,155 00 feet to a set ½ inch iron rod and cap No LB7137, thence South 88 degrees 12 minutes 26 seconds East, for a distance of 1,321 42 feet to a set ½ inch iron rod and cap No LB7137, thence South 88 degrees 15 minutes 52 seconds East, for a distance of 1,327 15 feet to a set ½ inch iron rod and cap No LB7137 on the East boundary line of the said Southwest Quarter of the Northeast Quarter, thence South 02 degrees 51 minutes 19 seconds West, along said East boundary line, for a distance of 89 72 feet to a set ½ inch iron rod and cap No LB7137 on the boundary line of a Public Right of Way Easement as recorded in Official Records Book 6522, Page 111 of the Public Records of Escambia County, Florida, thence along said boundary as follows North 87 degrees 09 minutes 29 seconds West, for a distance of 55 41 feet to a set ½ inch iron rod and cap No LB7137, thence South 02 degrees 48 minutes 01 seconds West, for a distance of 425 00 feet to a set ½ inch iron rod and cap No LB7137, thence South 87 degrees 09 minutes 29 seconds East, for a distance of 39 69 feet to a set ½ inch iron rod and cap No LB7137, thence South 02 degrees 50 minutes 31 seconds West, for a distance of 640 58 feet to a set ½ inch iron rod and cap No LB7137 on the South boundary line of the said Southwest Quarter of the Northeast Quarter, thence leaving said boundary line of a Public Right of Way Easement run North 88 degrees 16 minutes 02 seconds West, along said South boundary line, for a distance of 1,308 53 feet to the POINT OF BEGINNING Containing 69 4625 acres, more or less

SUBJECT TO
Kaylyn Pond Easement as recorded in Official Records Book 4356, Page 1496 and North Airway Drainage Project, Drainage Easements as recorded in Official Records Book 4356, pages 1497and 1498, all recorded in the Public Records of Escambia County, Florida



SYMBOLS & ABBREVIATIONS

#	= NUMBER
—/—	= DISTANCE NOT TO SCALE
L B	= LICENSED BUSINESS
ORB	= OFFICIAL RECORDS BOOK
±	= MORE OR LESS
(F)	= FIELD MEASUREMENT
(D)	= DESCRIPTION DATA
(P)	= PLAT DATA
R C P	= REINFORCED CONCRETE PIPE
R/W	= RIGHT OF WAY
(NO I D)	= NO IDENTIFICATION
○	= SET 1/2" CAPPED IRON ROD L B #7137
●	= FOUND 1/2" CAPPED IRON ROD L B #7277
⊠	= FOUND 4" BY 4" CONCRETE MONUMENT L B #7277
⊗	= FOUND 1/2" CAPPED IRON ROD L.B #7312
⊞	= FOUND 4" BY 4" CONCRETE MONUMENT (NO I D)
⊖	= FOUND 1/2" CAPPED IRON ROD L B #7092
◒	= FOUND 5/8" CAPPED IRON ROD L B #3293
◐	= FOUND 1/2" IRON PIPE (NO I D)
◉	= FOUND 1" IRON PIPE (NO I D)
△	= FOUND AXLE
	= EXISTING ASPHALT PAVEMENT
	= EXISTING CONCRETE
	= EXISTING POND/DITCH
	= PUBLIC RIGHT OF WAY EASEMENT O R BOOK 6522, PAGE 111
	= 20' DRAINAGE EASEMENT O R BOOK 4356, PAGE 1497 & 1498

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft

NO	DATE	APPR	REVISION
1	8/30/13		ADD 10' N OF FENCE
2	9/12/13		ADD 10' N OF FENCE
3	9/26/13		ADD 10' N OF FENCE
4	10/3/13		ADD 10' N OF FENCE
5	10/7/13		ADD 10' N OF FENCE
6	10/8/13		ADD 10' N OF FENCE
7	10/9/13		ADD 10' N OF FENCE

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID

STATE OF FLORIDA
DANIEL JOHN HOSTER P.S.M. # 5749
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB 3293

PREBLE-RISH INC
CONSULTING ENGINEERS AND SURVEYORS
CIVIL • SURVEYING • SITE PLANNING

32 BROOKS STREET PONTE VEDRA, FL 32082 (904) 287-1720	350 JIMMIE RAY ROAD PANAMA CITY, FL 32405 (850) 522-9691	417 E 330 NORTH SUITE 1 DAYTON BEACH, FL 32169 (386) 257-0719	2868 W MARK ST. SUITE 101 WINTER PARK, FL 32792 (407) 657-2270
32 AUDUBON SQUARE SUITE 1 FLAGLER BEACH, FL 32136 (386) 439-4200	36 N ALBERTA STREET SUITE 1 CRAWFORDVILLE, FL 32327 (850) 210-6888		

SCALE	DESIGNED	DRAWN	CHECKED	DATE
1"=100'		DJB	FCR	8/20/2013

BOUNDARY SURVEY
AIRWAY DRIVE
SECTION 12, T-1-S, R-30-W
ESCAMBIA COUNTY, FLORIDA

PROJECT NO	SHEET
821.009	1 OF 2

August 21, 2013 (08 14 11 EST)
M:\821 009 AIRWAY DRIVE\SURVEY DWG\821 009 AIRWAY ROAD BS DWG

ESCAMBIA COUNTY BALLFIELDS
ORB 1254, PAGE 233
(JOHN R JONES PARK)

6' CHAIN LINK FENCE

FENCE 1.0' NORTH

FENCE 0.7' NORTH

6' CHAIN LINK FENCE

S88°15'52"E 1327.15'(F)

FENCE 0.5' NORTH

FOUND 4"X4" CONCRETE MONUMENT NO 7277

S88°13'16"E 1273.30'(F)
S89°36'14"E 1273.30'(P)

LOT 1
BLOCK B

MOZINGO LANE

FOUND 5/8" IRON ROD (NO I D)

6' CHAIN LINK FENCE

11.44'

S2°51'19"W 89.72'(F)

N87°09'29"W 55.41'(F)
N87°01'58"W 55.41'(D)

AIRWAY OAKS
PLAT BOOK 19, PAGE 44 & 44A

LOT 2
BLOCK A

LOT 1

CONCRETE RETAINER WALL

42' WIDE DRAINAGE & RETENTION R/W

DITCH

BOX CULVERT

ORB 3533 PAGE 852

S2°49'01"W 425.00'(F)
S2°55'31"W 425.00'(D)

PUBLIC RIGHT OF WAY EASEMENT O.R BOOK 6522, PAGE 111 (CONTAINS 0.731 ACRES±)

RIP-RAP

AIRWAY DRIVE

EAST BOUNDARY LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, T-1-S, R-30-W

ORB 6040 PAGE 182

S87°09'29"E 39.69'(F)
S87°01'59"E 39.69'(D)

S2°51'19"W 1155.00'(F)

RIGHT OF WAY
ORB 4372, PAGE 1930

DEED BOOK 293, PAGE 257

S2°50'31"W 640.58'(F)
S2°58'01"W 640.82'(D)

ORB 297, PAGE 469

PARCEL SURVEYED
69.462 ACRES±

MATCHLINE "A" SEE SHEET 1 OF 2

N2°41'03"E 1155.00'(F)

SOUTH 1155 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA

'CP

FENCE 0.4' NORTH

CATCH BASIN

FENCE ON LINE

36"RCP

CATCH BASIN

DITCH

36"RCP

CATCH BASIN

N88°16'02"W 1308.53'(F)

SOUTH BOUNDARY OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12

CONCRETE RETAINER WALL

6' CHAIN LINK FENCE

FENCE 1.3' SOUTH

POINT OF BEGINNING FOR METES AND BOUNDS DESCRIPTION OF SUBJECT PROPERTY
FOUND OLD AXLE MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, T-1-S, R-30-W, ESCAMBIA COUNTY, FLORIDA (CENTER OF SECTION AS MONUMENTED)

S88°16'02"E 1323.70'(F)

36"RCP

CONCRETE DITCH

FENCE 0.5' SOUTH

N 1/2, N 1/2, LOT 6, SEC 12
ORB 4180, PAGE 642

NE 1/4, NE 1/4 NW 1/4 SE 1/4
ORB 2024/987

CONCRETE WALK

S88°16'02"E 15.17'(F)
S88°17'58"E 15.17'(D)

N88°16'42"W 1323.63'(F)
N88°43'W 1323'(P)

SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, T-1-S, R-30-W

SPRINGHEAD HOMESITES
PLAT BOOK 3, PAGE 24

LOT 1
BLOCK 1

LOT 2

LOT 3

SMILEY AVENUE

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

SYMBOLS & ABBREVIATIONS

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◒	= FOUND 5/8" CAPPED IRON ROD L B #3293
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	= PUBLIC RIGHT OF WAY EASEMENT O.R BOOK 6522, PAGE 111
	= 20' DRAINAGE EASEMENT O R BOOK 4356, PAGE 1497 & 1498

August 21, 2013 (08:14:11 EST)
M:\821.009 AIRWAY DRIVE\SURVEY DWG\821.009 AIRWAY ROAD BS.DWG

NO	DATE	APPR.	REVISION
1			
2			
3			

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL, RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP AND THE INFORMATION SHOWN HEREON IS NOT VALID.

STATE OF FLORIDA
DANIEL J. DUBOIS
LICENSE NO. 6401
PROFESSIONAL SURVEYOR AND MAPPER

PREBLE-RISH INC
CONSULTING ENGINEERS AND SURVEYORS
CIVIL • SURVEYING • SITE PLANNING

160 GOVERNMENT ST. MOBILE, AL 36601 (800) 442-7711	32 S. WASHINGTON ST. CANTON, FL 32331 (850) 575-4731	3864 CENTERVILLE RD. TALLAHASSEE, FL 32308 (850) 878-6889
30A BARRACKS PARKWAY PORT ST. JOE, FL 32456 (850) 227-7200	301 ARIZONA AVENUE PANAMA CITY, FL 32405 (850) 763-6444	421 SW 5th AVENUE DELRAY BEACH, FL 33483 (561) 395-0799

DRAWN	CHECKED	DATE
DJB	FCR	8/20/2013

SCALE	DESIGNED	DRAWN
1"=100'		DJB

BOUNDARY SURVEY

AIRWAY DRIVE
SECTION 12, T-1-S, R-30-W
ESCAMBIA COUNTY, FLORIDA

PROJECT NO	SHEET
821.009	2 OF 2

Development Services Department
Building Inspections Division
3363 West Park Place
Pensacola, Florida, 32505
(850) 595-3550
Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **594059**

Date Issued. : 11/08/2013
Cashier ID : VHOWENS

Application No. : PRZ131100023

Project Name : Z-2013-23

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check			
	2378	$1,270.50	App ID : PRZ131100023
		$1,270.50	Total Check

Received From : SMART LIVING, LLC / SCHOOL BOARD VACANT LAND
Total Receipt Amount : **$1,270.50**
Change Due : $0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ131100023	686124	1,270.50	$0.00	AIRWAY DR, PENSACOLA, FL
Total Amount :		**1,270.50**	$0.00	Balance Due on this/these Application(s) as of 11/20/2013

SCHOOL BOARD OF ESCAMBIA CO
75 N PACE BLVD
PENSACOLA, FL 32505

EMERALD COAST UTILITIES AUTHORITY
PO BOX 15311
PENSACOLA, FL 32514

GULSBY JUDITH A
293 TOPEKA RD
PENSACOLA, FL 32514

POWELL HILDA M
12291 COUNTY RD 97
ELBERTA, AL 365306184

HADLEY JEANENE
4547 GALT CITY RD
MILTON, FL 32583

CRUM EULA MAE
C/O FELICIA CARTER
371 E ENSLEY ST
PENSACOLA, FL 32514

GONZALES KEITH E
160 ETHERIDGE RD
FORT WALTON BEACH, FL 32548

THOMASON PATRICK A & KIMBERLY D
226 TOPEKA RD
PENSACOLA, FL 32514

SANCHEZ GILBERT
755 N EAST 43RD ST
OAKLAND PARK, FL 33334

KNIGHT FANNIE MAE GEORGE
236 BARKER ST
PENSACOLA, FL 32514

FULLER PAUL J & DONNA C
34 WESTERN AVE
E MILLINOCKET, ME 04430

STEELE ARTIS R & SYBLE C
226 KAYLYN RD
PENSACOLA, FL 32514

BEARD DERRICK J SR
PO BOX 24271
OAKLAND, CA 94623

GIBBS ALFRED &
1660 WYIMA WAY
MODESTO, CA 95350

BUTLER WALTER &
C/O ROBERT L GREEN
8055 STARK AVE
PENSACOLA, FL 32514

KILPATRICK THOMAS J & PATRICIA A
224 CAMDEN RD
PENSACOLA, FL 32514

MERRITT OPPIE ARTHUR &
290 KAYLYN RD
PENSACOLA, FL 32514

ALLISON AMANDA M
224 KAYLYN RD
PENSACOLA, FL 32514

STEVENS WILLIAM E &
228 CAMDEN RD
PENSACOLA, FL 32514

FRANKLIN ROBERT & SYLVIA
C/O BEVERLEY E RILEY
6275 MOCKINGBIRD LN
PENSACOLA, FL 32503

ROSS PATRICIA LIFE ESTATE
292 KAYLYN RD
PENSACOLA, FL 32514

MOSLEY EDWARD N & JOYCE M
303 CAMDEN RD
PENSACOLA, FL 32514

MILLER EDWIN D JR
291 KAYLYN RD
PENSACOLA, FL 32514

JEWELL DOROTHY MAE
C/O PHILLIP W JEWELL
300 TOPEKA RD
PENSACOLA, FL 32514

MCKINLEY LAWRENCE H &
310 CAMDEN RD
PENSACOLA, FL 32514

COOK CLARA
216 E JOHNSON AVE
PENSACOLA, FL 32514

PATTERSON STATE JR & NANCY L
238 EULA ST+PENSACOLA, FL 32514

MILLER EDWIN D SR &
289 KAYLYN RD
PENSACOLA, FL 32514

DIAMOND THOMAS J & MARGARET L
229 CAMDEN RD
PENSACOLA, FL 32514

RAMSDELL RICHARD &
293 KAYLYN RD
PENSACOLA, FL 32514

WRIGHT RAMONA J
327 TWISTED OAK DR
CANTONMENT, FL 32533

JEWELL DAVID F
301 TOPEKA RD
PENSACOLA, FL 32514

ESCAMBIA COUNTY CLAY PIT
221 PALAFOX PL STE 420
PENSACOLA, FL 32502

BAGGETT DANIEL P & DEBRA R
2045 E ROBERTS RD
PENSACOLA, FL 32534

COFFEY RONALD &
8916 CHEMSTRAND RD # 8
PENSACOLA, FL 32514

BOZEMAN JOHN & VIOLET
8916 CHEMSTRAND RD LOT 11
PENSACOLA, FL 325143155

SIDNER ROBERT D TRUSTEE
2040 HOLLY HILL RD
PENSACOLA, FL 32526

LOVE JOHN H
8916 CHEMSTRAND RD LOT 18
PENSACOLA, FL 32514

PALMER LEWIS C
221 GREENRIDGE DR
PENSACOLA, FL 32514

PAREKH PRADEEP M
754 BOULDER CREEK DR
PENSACOLA, FL 32514

WALDEN THELMA I &
226 CAMDEN RD
PENSACOLA, FL 32514

KNIGHT VAUGHN
360 BARKER ST
PENSACOLA, FL 32514

LOST OAKS HOMEOWNERS ASSOC INC
140 TERRY DR
PENSACOLA, FL 32503

THISTLE RICHARD
9634 MAPLE LEAF
PENSACOLA, FL 32514

FAIRCLOTH CURTIS W JR & DEBORAH L
8916 CHEMSTRAND RD LOT 9
PENSACOLA, FL 325143155

WILL DEAN L
6790 BUNKER HILL CIR
PENSACOLA, FL 32506

BURCHETT PHILLIP W & BARBARA R
10356 O DANIEL DR
PENSACOLA, FL 32514

WAHKELEH PETER F & LYDIA
395 CLAIRMONT DR
PENSACOLA, FL 325065302

JENNINGS ROY L
220 GREENRIDGE DR
PENSACOLA, FL 32514

NORRIS ED E & JUDITH L
219 GREENRIDGE DR
PENSACOLA, FL 32514

DUKES WILFORD & WARNER JEAN
866 RIDGE VIEW LN
PENSACOLA, FL 325149563

DOUGLAS VIRGINIA R
295 TOPEKA RD
PENSACOLA, FL 32514

HAMILTON ROBERT A & SHEILA A
8916 CHEMSTRAND RD LOT 4
PENSACOLA, FL 325143155

SHEFFIELD LAVON W & LOUISE M
8916 CHEMSTRAND RD LOT 7
PENSACOLA, FL 32514

SHIVER MICHAEL & MARIE
8916 CHEMSTRAND RD LOT 10
PENSACOLA, FL 32514

HARTMAN JEFFREY A &
8916 CHEMSTRAND RD LOT 12
PENSACOLA, FL 32514

MOTT WILLIAM E
8510 POPLAR AVE
PENSACOLA, FL 32534

MOORE KENNETH B &
2566 EDGEWOOD DR
NAVARRE, FL 32566

NATIONAL MENTOR HEALTHCARE LLC
C/O FLORIDA MENTOR
600 N PINE ISLAND RD STE 230
PLANTATION, FL 33324

DARON JOANNE &
217 GREENRIDGE DR
PENSACOLA, FL 32514

HOWARD HOBART A JR &
7245 EIGHT MILE CREEK RD
PENSACOLA, FL 32526

ARBOURS AT ENSLEY LTD
33 INVERNESS CENTER PKWY
STE LL130
BIRMINGHAM, AL 35242

BROWN CHARLIE
347 CRUM AVE
PENSACOLA, FL 32514

BROWN CHARLIE JR &
7881-B DANESTER DR
PENSACOLA, FL 32514

SOLOMON MONROE
C/O WILKERSON
8711 HANDICARE ST
PENSACOLA, FL 32514

SUMMERLIN SARAH
343 CRUM AVE
PENSACOLA, FL 32514

BURGESS WALTER JR RANDY C
510 FIELDSTONE LN
COVINGTON, GA 30016-6898

WIGGINS EMANUAL & ROSA MAE
345 CRUM AVE
PENSACOLA, FL 32514

GREEN ANTHONY J II
8804 SONNY BOY LN
PENSACOLA, FL 32514

EDWARDS WILLIAM B &
4960 SOUNDSIDE DR
GULF BREEZE, FL 32563

FEESER DON C &
PO BOX 694
GULF BREEZE, FL 32562

BURGESS REGINALD I
600 E JOHNSON AVE
PENSACOLA, FL 32514

CULLIVER GERALD I & VALINDA
8810 AIRWAY DR
PENSACOLA, FL 32514

JONES ANTHONY L & TANIGE T
640 SMILEY AVE
PENSACOLA, FL 32514

MACKEY MYRA L
8860 AIRWAY DR
PENSACOLA, FL 32514

BURGESS JOHN R
903 W DETROIT BLVD
PENSACOLA, FL 32534

DIMITROFF FRANKLIN M &
9120 AIRWAY DR
PENSACOLA, FL 32514

YOUNG JACK & ANNETTE M
333 BARKER ST
PENSACOLA, FL 32514

KEA CAROLYN F
9220 AIRWAY DR
PENSACOLA, FL 32514

ISHMAEL DAVID & IDA L
8801 AIRWAY DR
PENSACOLA, FL 32514

ROBINSON HORATIO L
150 SOUTHFORK DR
MACON, GA 31220

MOSES JAMES & OCCIE L
340 BARKER ST
PENSACOLA, FL 32514

POSTON JOSEPH
6117 LILLIAN HWY
PENSACOLA, FL 32506

SOLES REGINA 1/8 INT
5311 CHARBAR DR
PENSACOLA, FL 32526

GREEN MICHAEL J
7 S JAMAICA ST
PENSACOLA, FL 32507

CARTER FELICIA RENEE
C/O FRED CARTER
335 BARKER ST+PENSACOLA, FL 32514

JERICHO HOLINESS CHURCH INC
8660 SONNEY BOY LN
PENSACOLA, FL 32514

COLLIE DAVID &
407 BARKER SR
PENSACOLA, FL 32514

CARTER FRED JR
335 BARKER ST
PENSACOLA, FL 32514

EDWARDS SHARON D
409 E BARKER ST
PENSACOLA, FL 32514

PENSACOLA HABITAT FOR
PO BOX 13204
PENSACOLA, FL 32591

BROWN CURTIS L 1/4 INT &
415 BARKER ST
PENSACOLA, FL 32514

BROWN SAMUEL E & HATTIE D
231 WASHBURN ST
PENSACOLA, FL 32514

PARKER PEARLIE MAE LIFE EST
8760 AIRWAY DR
PENSACOLA, FL 32514

SIGLER CLARENCE JR &
4531 FLORELLE WAY
PENSACOLA, FL 32505

HUDDLESTON OLLIE MAE
643 BECK AVE
PENSACOLA, FL 32514

BURGESS LARRY SR &
9000 AIRWAY DR
PENSACOLA, FL 32514

SALTER CURTIS L
1000 MESA CT
SUMMERVILLE, SC 29483

BELL HANNAH
C/O FREDA BOLAR
2306 N 6TH AVE
PENSACOLA, FL 32503

SIGLER CLARENCE EST OF
C/O ESTER SIGLER
8820 AIRWAY DR+PENSACOLA,
FL 32514

MCCORVEY JEWEL JR &
C/O JEWEL MCCORVEY JR
730 SMILEY AVE+PENSACOLA,
FL 32514

TONE FLORENTINA
643 MOZINGO LN
PENSACOLA, FL 32514

CORSON CHRISTOPHER W
PMB 145
40 W NINE MILE RD #2
PENSACOLA, FL 32534

CELEBRITY HOME BUILDERS INC
4400 BAYOU BLVD STE 46
PENSACOLA, FL 32503

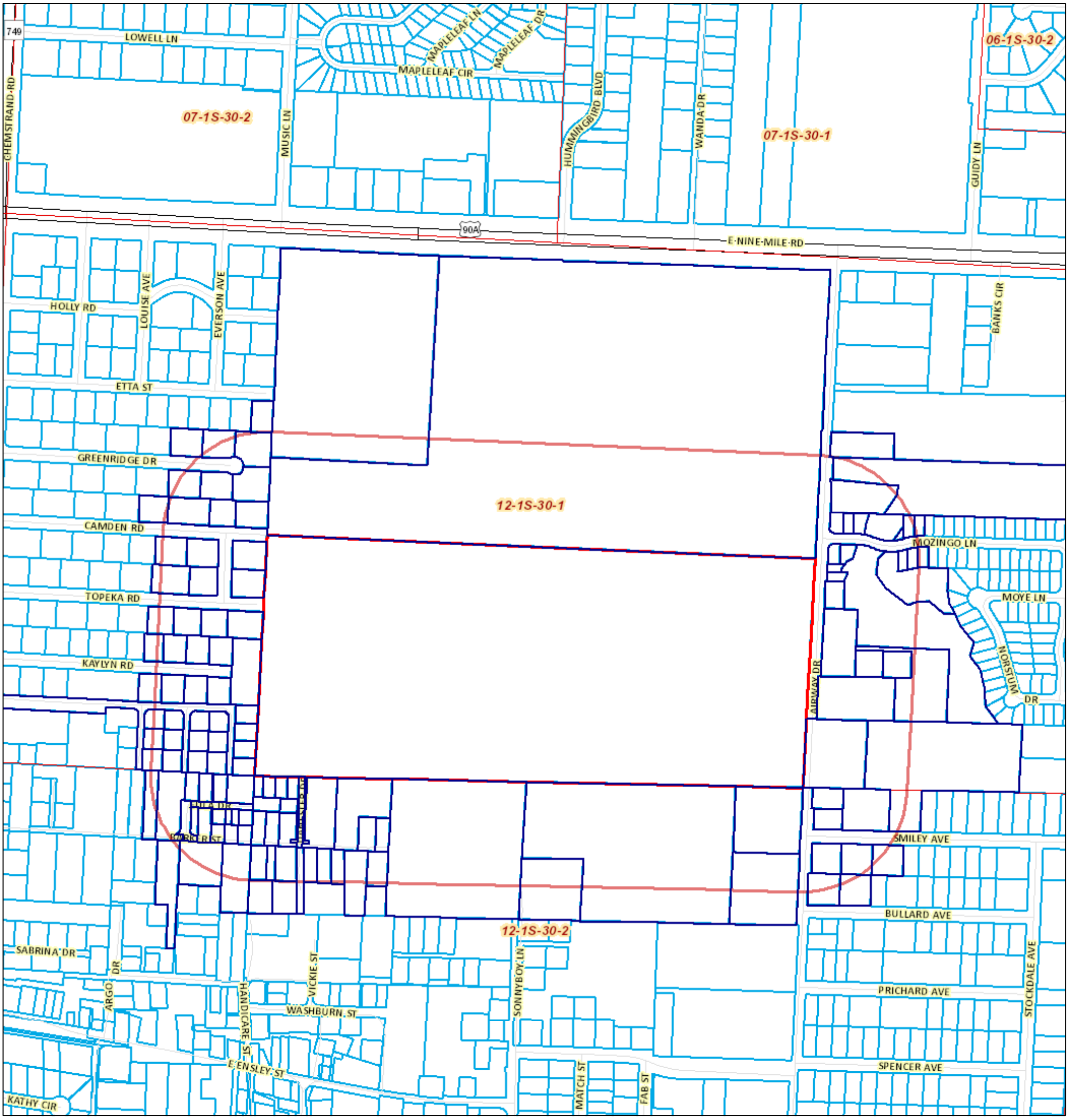
FINCH FREDY JR
640 MOZINGO LN
PENSACOLA, FL 32514

PUGH ALTONS &
337 BAKER ST
PENSACOLA, FL 32514

AIRWAY OAKS HOMEOWNERS
ASSOCIATION
C/O CENTRE GROUP
PROPERTIES INC
4400 BAYOU BLVD SUITE
25+PENSACOLA, FL 32503

HOLMES DONALD J
636 MOZINGO LN
PENSACOLA, FL 32514

Chris Jones Escambia County Property Appraiser



November 13, 2013

1:5,619

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Property Line

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12-2-13

Rezoning Quasi-judicial Hearing
Rezoning Case #: 2013-23

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: BUDDY PAGE

*Address: 5337 Hamilton Dr *City, State, Zip: 32573

Email Address: budpage1@mchsi.com Phone: 232-9853

Please indicate if you:

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

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

*All items with an asterisk * are required.*

****

Chamber Rules

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

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: _____

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z-2013-23 **Agenda Item Number/Description:** _____

✓ In Favor _____ Against

*Name: Gary Watson

*Address: 7139 N. 9th Ave *City, State, Zip: 32504

Email Address: gwatson@ccim.net Phone: 232-7576

Please indicate if you:

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

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

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12/2/13

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: 2013-23 **Agenda Item Number/Description:**

_____ In Favor ✓ Against _____

*Name: SUZANNA ELLARD

*Address: 221 TOPEKA RD *City, State, Zip: Pcola 32514

Email Address: SUNNYSPIRIT23@COX.NET Phone: 479-1017

Please indicate if you:

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

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

*All items with an asterisk * are required.*

****

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12-2-2013

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z-2013-23 **Agenda Item Number/Description:**

___ In Favor ___ Against DON'T KNOW

*Name: DAVID JEWELL

*Address: 301 Tipeka Rd. *City, State, Zip: Pensa w/o, FL 32514

Email Address: _____ Phone: 850-288-0000

Please indicate if you:

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

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

*All items with an asterisk * are required.*

****

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Z-2013-25

second. Any further discussion? All those in favor, say aye.

(Board members vote.)

MR. BRISKE: Opposed?

09:23AM (None.)

MR. BRISKE: The motion carries unanimously.

(Motion passed unanimously.)

M Mr. Page. Good

09:23AM luck.

(13-23. The transcript continues on Page 50.)

* * *

VOID

* * *

Applicant: James D. Kemp, Owner
Address: 5580 Pensacola Boulevard
From: C-1, Retail Commercial District (cumulative)(25 du/acre)
To: C-2NA, C-2 General Commercial and Light Manufacturing District (Cumulative)(25 du/acre)

MR. BRISKE: At this time we'll go ahead and keep moving into our next rezoning
09:24AM hearing. This next rezoning is Case Z-2013-25, James Kemp, the owner, 5880 Pensacola Boulevard. This is from C-1, Retail Commercial District, to a C-2NA, General Commercial Light Manufacturing District.

09:24AM Members of the Board, once again I'll ask that you disclose whether there's been any ex parte communications between you, the applicant, agents, attorneys, witnesses, Planning Board members or general public? Also disclose if you visited the subject site and disclose if you are a relative or business associate of any of the parties.

Mr. Goodloe.

MR. GOODLOE: No ex parte, but I am
09:24AM familiar with the site.

MR. WOODWARD: No ex parte, but I'm familiar with the site.

MR. BRISKE: The Chairman. No ex parte, but I am also familiar with the site.

09:24AM MR. TATE: The same, no communication, but I am familiar with the site.

MS. DAVIS: No to all the above.

MR. BRISKE: Mr. Wingate.

MR. WINGATE: No communication. I'm
09:25AM familiar with the site and I did do a drive-by.

MS. SINDEL: No ex parte, I am familiar with the site.

MR. BRISKE: Thank you.

09:25AM Staff, was notice of the hearing sent to all interested parties on this case?

MR. LEMOS: Yes, sir, it was.

MR. BRISKE: Was this case also posted on the subject property?

09:25AM MR. LEMOS: Yes, sir, it was.

MR. BRISKE: If there are no objections from Mr. Kemp, we will now have the staff present the maps and photography.

(Presentation of Maps and Photography.)

09:25AM MR. LEMOS: Once again, Rezoning Case

2013-25, 5580 Pensacola Boulevard. This is the locational criteria. This is the site in question. This is our 500-foot buffer zoning showing the C-1 surrounded by mostly
09:25AM commercial and residential. This is our Future Land Use Map, Commercial Future Land Use. This is the existing land use for the property and the 500-foot surrounding. This is the aerial photograph of the site in
09:26AM question. This is our public hearing sign posted on the site.

This is looking north along Highway 29. Looking northwest from this site. Looking south from Highway 29 from the property.
09:26AM Looking east from the property. Looking west across Highway 29 from the property. This is our 500-foot radius map for notification. This is the actual 500-foot mailing list from the property appraiser.

09:26AM MR. BRISKE: Any questions of the maps or photography?

MS. SINDEL: No.

MR. BRISKE: Hearing none -- I'm sorry.

MR. TATE: Could we go back to the mailing
09:26AM list real quick and enlarge it for me? I was

just looking to see if the property of my employer, which we have several parcels in there, was within the zoning and it's not, but I would disclose that.

09:27AM MR. HOLMER: I believe you're just southwest of that or southeast.

MR. TATE: In several places, yes.

MR. BRISKE: You have no interest in this case other than being on the Board?

09:27AM MR. TATE: No.

MR. BRISKE: Thank you.

Mr. Kemp, James Kemp, please come forward, sir.

MS. SINDEL: Do we have any speakers?

MR. BRISKE: We do not at this time.

MR. BELL: I'm Mr. Kemp's representative, Harry Bell.

MR. BRISKE: Hold on just one moment. Staff, did we get notice that he was going to

09:28AM be representing Mr. Kemp?

MR. LEMOS: Yes, sir. He was part of the original packet and it shows him there as the representative of James Kemp.

MR. BRISKE: All right. Please be sworn in, Mr. Bell.

(Harry Bell sworn.)

MR. BRISKE: Once again on the record if you will state your name and address.

MR. BELL: Harry Bell, Junior, 69 Cypress

09:28AM Walk, Santa Rosa Beach, Florida.

MR. BRISKE: All right. Have you received a copy of the rezoning hearing package with the staff's Findings-of-Fact?

MR. BELL: I have.

09:28AM MR. BRISKE: We'll need you to speak into the microphone because we record the proceedings.

Do you understand that you have the burden of providing substantial competent evidence

09:29AM that the proposed rezoning is consistent with the Comprehensive Plan, furthers the goals, objectives and policies of that plan and is not in conflict with the Land Development Code?

09:29AM MR. BELL: I do.

MR. BRISKE: Thank you. We do not have any speakers on this.

MR. TATE: Mr. Bell, are you in agreement with staff's Findings-of-Fact?

09:29AM MR. BELL: I am.

MR. TATE: Do you have anything further that needs to be part of the record other than what we already have been provided?

MR. BELL: Not at this time.

09:29AM MR. TATE: If that's the case and it's okay with you, this Board will go ahead and move forward.

MR. BELL: Okay.

(Motion by Mr. Tate.)

09:29AM MR. TATE: I recommend approval of Case Number Z-2013-25 and approve the rezoning from C-1 to C-2NA as requested.

MS. SINDEL: Second.

MR. BRISKE: We have a motion and a

09:29AM second. Discussion. Hearing none, all those in favor, say aye.

(Board members vote.)

MR. BRISKE: Opposed?

(None.)

09:30AM MR. BRISKE: The motion carries.

(Motion passed unanimously.)

MR. BRISKE: Good luck, sir. Thank you.

(Conclusion of Z-2013-25. The transcript continues on Page 56.)

* * *

* * *

Applicant: Steven D. White, Agent for James and Lianna Nash, Owners
Address: Mobile Highway
From: C-1, Retail Commercial District (cumulative) and R-2, Single-Family District (cumulative), Low-Medium Density
To: R-3 One-Family and Two-Family District, (cumulative) Medium Density

---

VOID

MR for today is Z-2013- ent for James and Lian Mobile Highway. It's a C-1, Retail Commercial District and an R-2 Single-Family District, low to medium density, to an R-3 One-Family and Two-Family District.

09:30AM Once again on this hearing case, members of the Board, has there been any ex parte communication between you, the applicant, agents, attorneys, witnesses, Planning Board members or general public? Please also

09:30AM disclose if you have visited the subject property, and disclose if you are a relative or business associate of any of the parties.

Mr. Goodloe.

MR. GOODLOE: No ex parte. I am familiar

09:30AM with the site.

Planning Board-Rezoning **5. D.**

Meeting Date: 12/02/2013
CASE : Z-2013-25
APPLICANT: Harry Bell Jr., Agent for James D. Kemp, Owner
ADDRESS: 5580 Pensacola Blvd
PROPERTY REF. NO.: 47-1S-30-1101-002-064
FUTURE LAND USE: C, Commercial
DISTRICT: 3
OVERLAY DISTRICT: NA
BCC MEETING DATE: **01/02/2014**

SUBMISSION DATA:
REQUESTED REZONING:

FROM: C-1, Retail Commercial District (cumulative)(25 du/acre)

TO: C-2NA, C-2 General Commercial and Light Manufacturing District, Bars, Nightclubs, and Adult Entertainment are Prohibited Uses (cumulative)(25 du/acre)

RELEVANT AUTHORITY:

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

CRITERION (1)
Consistent with the Comprehensive Plan.
Whether the proposed amendment is consistent with the Comprehensive Plan.

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

CPP FLU 1.3.1 Future Land Use Categories. The Commercial Future Land Use is intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. Residential Maximum Density is 25 dwelling units per acre.

CPP FLU 1.5.3 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and

intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FINDINGS

The proposed amendment to C-2NA **is consistent** with the intent of CPP FLU 1.1.1 as the proposed development is similar in intensity to the surrounding commercial endeavors. In addition, the request is also **consistent** with the intent and purpose of the Future Land Use category Commercial, as stated in CPP FLU 1.3.1. The Commercial Future Land Use provides for professional office, retail, wholesale, service and general business trade. By redeveloping an existing building, the proposed project will be **consistent** with the intent of CPP FLU 1.5.3 by efficiently using existing facilities and infrastructure in an underutilized property.

CRITERION (2)

Consistent with The Land Development Code.

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

6.05.14. C-1 Retail Commercial District (cumulative). This district is composed of lands and structures used primarily to provide for the retailing of commodities and the furnishing of selected services. The district provides for various commercial operations where all such operations are within the confines of the building and do not produce undesirable effects on nearby property. New residential uses located in a commercial FLU category are only permitted as part of a predominantly commercial development in accordance with Policy FLU 1.3.1 of the Comprehensive Plan.

C-2NA, C-2 General Commercial and Light Manufacturing District (cumulative). This district is composed of certain land and structures used to provide for the wholesaling and retailing of commodities and the furnishing of several major services and selected trade shops. The district also provides for operations entailing manufacturing, fabrication and assembly operations where all such operations are within the confines of the building and do not produce excessive noise, vibration, dust, smoke, fumes or excessive glare. Outside storage is allowed with adequate screening being provided (see section 7.01.06.E.).

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The C-2NA zoning designation allows for the same uses as C-2 with the exception of bars, nightclubs, and adult entertainment, which are prohibited uses. The subject parcel fronts an arterial roadway along with other commercial businesses which are similar in intensity to the proposed amendment.

CRITERION (3)

Compatible with surrounding uses.

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

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the

500’ radius impact area, staff observed properties with zoning districts R-2, R-5, C-1 and C-2. Four residential properties, two United States Government properties and 26 commercial properties. Although there are some residential structures within the 500' distance radius, Old Palafox Hwy and Pensacola Blvd both serve as man-made buffers by providing separation between the commercial and residential uses.

CRITERION (4)

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

FINDINGS

Staff found **no changed** conditions that would impact the amendment or property(s). Historic records show that the existing infrastructure was approved by the Site Plan Review process in 2006, as an equipment rental company business.

CRITERION (5)

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

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

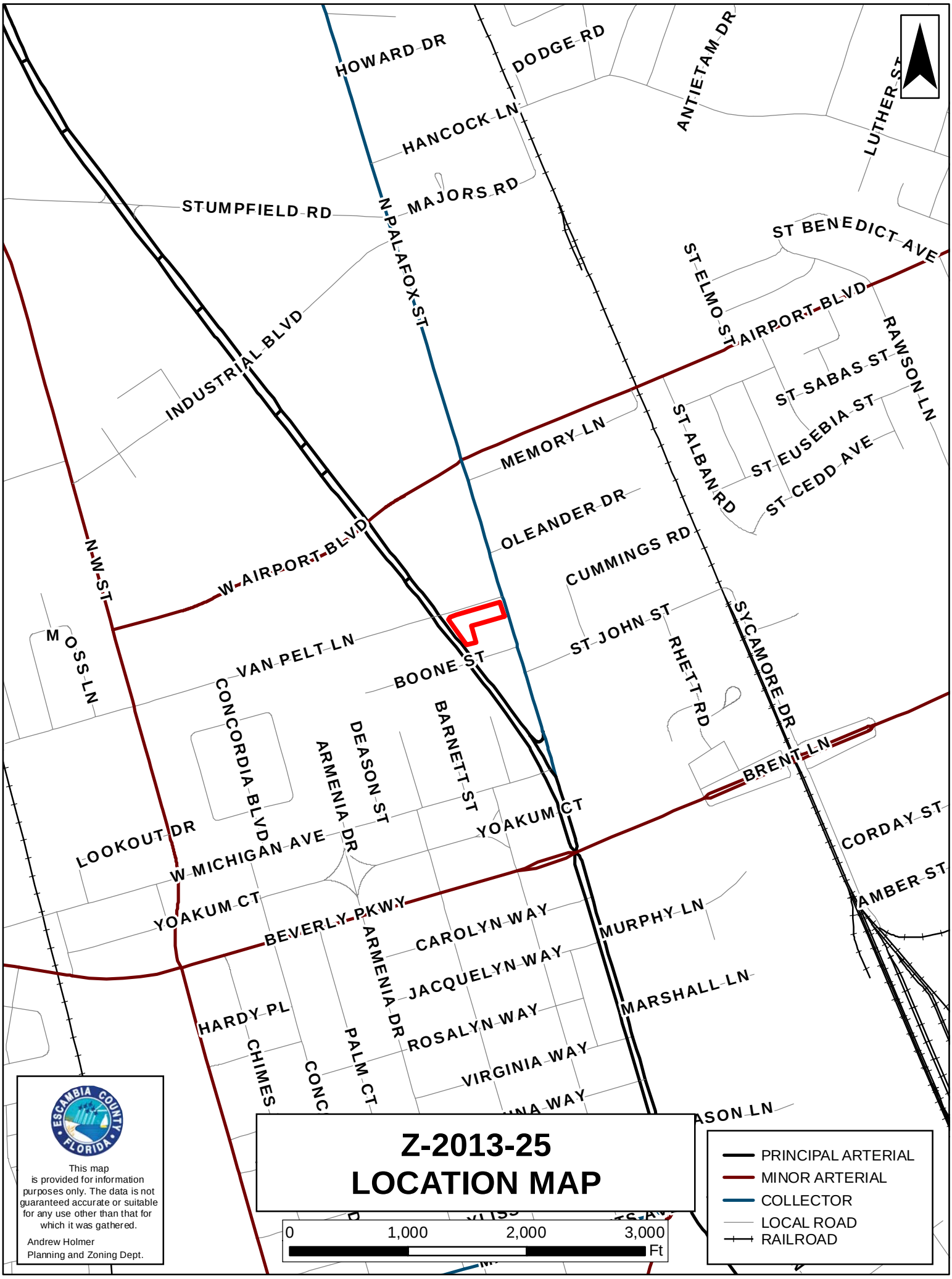
CRITERION (6)

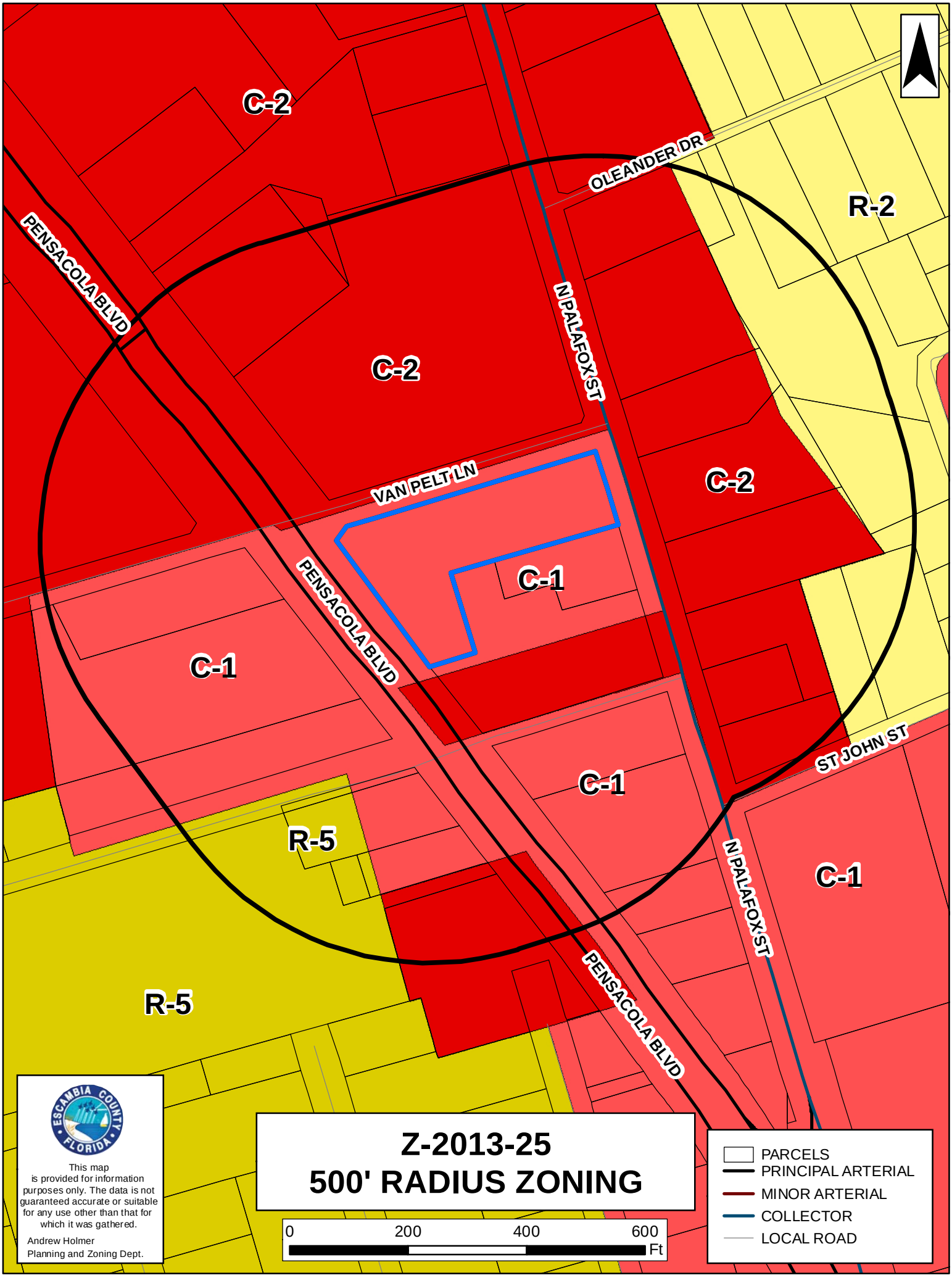
Development patterns.
Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

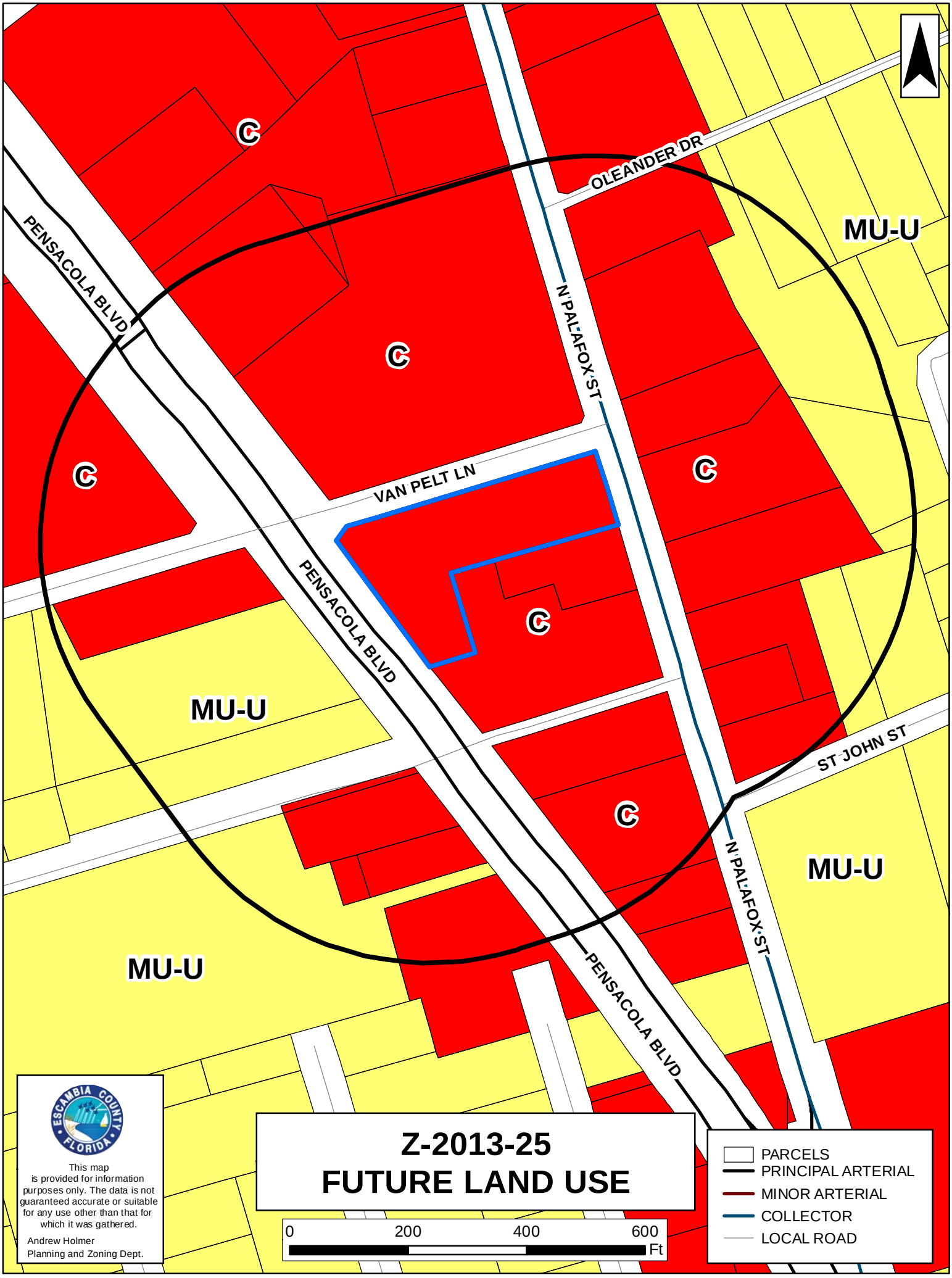
FINDINGS
The proposed amendment **would** result in a logical and orderly development pattern. The property is located along an arterial road in a predominately zoned commercial area. The permitted uses of the C-2 zoning district are of a comparable intensity of the surrounding uses and the property does meet locational criteria for commercial development.

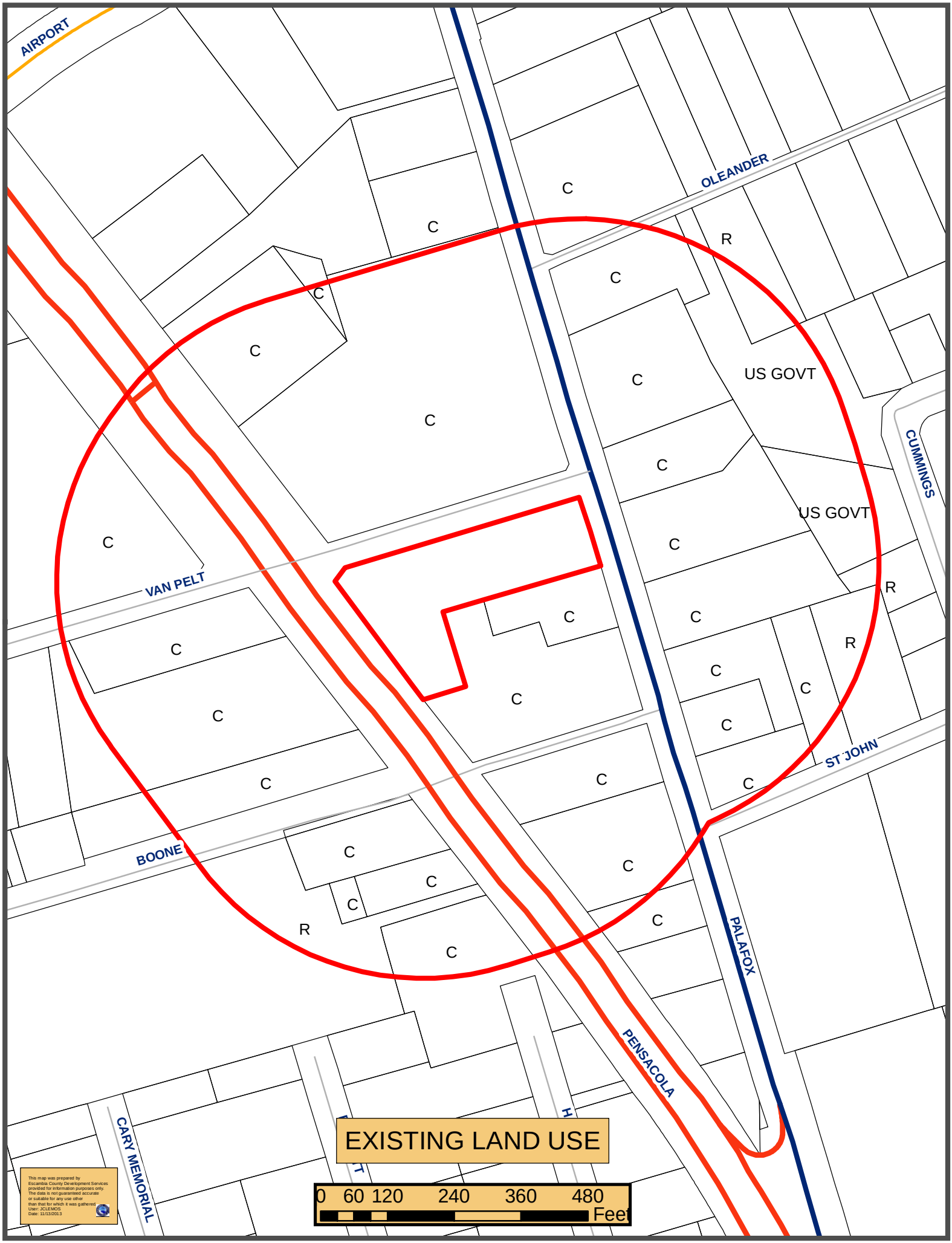
Attachments

Z-2013-25


HOWARD DR
DODGE RD
ANTIETAM DR
LUTHER ST
HANCOCK LN
STUMPFIELD RD
MAJORS RD
N PALAFOX ST
ST BENEDICT AVE
ST ELMO ST
AIRPORT BLVD
RAWSON LN
ST SABAS ST
ST EUSEBIA ST
ST CEDD AVE
ST ALBAN RD
INDUSTRIAL BLVD
MEMORY LN
OLEANDER DR
CUMMINGS RD
W AIRPORT BLVD
N W ST
M OSS LN
VAN PELT LN
BOONE ST
ST JOHN ST
RHETT RD
SYCAMORE DR
CONCORDIA BLVD
ARMENIA DR
DEASON ST
BARNETT ST
BRENT LN
LOOKOUT DR
W MICHIGAN AVE
YOAKUM CT
CORDAY ST
AMBER ST
BEVERLY PKWY
CAROLYN WAY
MURPHY LN
JACQUELYN WAY
MARSHALL LN
HARDY PL
ROSALYN WAY
VIRGINIA WAY
CHIMES
PALM CT
ASON LN
Z-2013-25
LOCATION MAP
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3,000
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PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


C-2
C-2
C-2
C-1
C-1
C-1
C-1
R-2
R-5
R-5
OLEANDER DR
PENSACOLA BLVD
N PALAFOX ST
VAN PELT LN
PENSACOLA BLVD
ST JOHN ST
N PALAFOX ST
PENSACOLA BLVD
Z-2013-25
500' RADIUS ZONING
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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Z-2013-25
FUTURE LAND USE
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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Planning and Zoning Dept.


AIRPORT
OLEANDER
VAN PELT
BOONE
ST JOHN
CUMMINGS
PALAFOX
PENSACOLA
CARY MEMORIAL
US GOVT
US GOVT
C
R
EXISTING LAND USE
0 60 120 240 360 480
Feet
This map was prepared by Escambia County Development Services provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
User: JCLEMOS
Date: 11/13/2013



Z-2013-25
AERIAL MAP

0 100 200 300 Ft

PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD

ESCAMBIA COUNTY FLORIDA

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Andrew Holmer
Planning and Zoning Dept.



LOOKING SOUTH ON TO HWY 29



LOOKING WEST ACROSS FROM SITE



LOOKING EAST ON TO THE SITE



LOOKING EAST ON VAN PELT



LOOKING NORTH FROM SITE ALONG HWY 29



PUBLIC HEARING SIGN

Development Services Department
Escambia County, Florida

APPLICATION

Please check application type:	☐ Conditional Use Request for: _____
☐ Administrative Appeal	☐ Variance Request for: _____
☐ Development Order Extension	☒ Rezoning Request from: C1 to: C2NA

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

Owner(s) Name: United Rentals (North America), Inc., successor by* Phone: 203-618-7331

Address: 100 First Stamford Place, Ste. 700, Stamford, CT 06902 Email: aroberts@ur.com

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

Property Address: 5580 Pensacola Blvd., Pensacola, FL

Property Reference Number(s)/Legal Description: 04715301101002064

* merger to RSC Equipment Rental, Inc., Successor by merger to Primeco Inc., successor by name change to Grace Equipment Co.

By my signature, I hereby certify that:

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

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

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

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

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

United Rentals (North America), Inc.
By: _____ Irene Moshouris, Senior Vice President and Treasurer 11/11/2013

Signature of Owner/Agent | Printed Name Owner/Agent | Date

Signature of Owner | Printed Name of Owner | Date

STATE OF CONNECTICUT COUNTY OF FAIRFIELD

The foregoing instrument was acknowledged before me this 11th day of November 2013, by Irene Moshouris, Senior VP + Treasurer.

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

_____ EDWARD BELOPOLSKI NOTARY PUBLIC MY COMMISSION EXPIRES FEB. 28, 2015

Signature of Notary | Printed Name of Notary

(notary seal must be affixed)

FOR OFFICE USE ONLY CASE NUMBER: Z-2013-25

Meeting Date(s): PB- 12-2-13/BCC 1/2/14 Accepted/Verified by: _____ Date: _____

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

Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #:_____

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 0471S301101002064

Property Address: 5580 Pensacola Blvd, Pensacola, Florida

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

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

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

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

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

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 11th DAY OF November, YEAR OF 2013.

United Rentals (North America), Inc.

By: Irene Moshouris — Irene Moshouris — 11/11/2013

Signature of Property Owner | Printed Name of Property Owner | Date

Irene Moshouris
Senior Vice President
and Treasurer

Signature of Property Owner | Printed Name of Property Owner | Date

Development Services Department
Escambia County, Florida

FOR OFFICE USE:
CASE #: Z-2013-25

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 5580 Pensacola Boulevard, Pensacola, Florida,
Florida, property reference number(s) 471S301101002064
I hereby designate Harry Bell Jr for the sole purpose
of completing this application and making a presentation to the:

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

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

This Limited Power of Attorney is granted on this 11th day of November the year of, 2013, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: Harry Bell Jr Email: hbell@johnscarr.com

Address: 17 W Cedar St, Pensacola, Fl 32501 Phone: 850-240-0527

United Rentals (North America), Inc.
By: _____ Irene Moshouris, Senior Vice President and Treasurer 11/11/2013
Signature of Property Owner | Printed Name of Property Owner | Date

_____ _____ _____
Signature of Property Owner | Printed Name of Property Owner | Date

STATE OF ~~Florida~~ CONNECTICUT COUNTY OF ~~Escambia~~ FAIRFIELD

The foregoing instrument was acknowledged before me this 11th day of November 20 13,
by Irene Moshouris, Senior VP + Treasurer.

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

_____ EDWARD BELOTOLSKI NOTARY PUBLIC MY COMMISSION EXPIRES FEB. 28, 2015 (Notary Seal)
Signature of Notary | Printed Name of Notary

Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #:_____

APPLICATION
ATTACHMENTS CHECKLIST

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

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

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

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

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

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

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

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

b. BOA: Site Plan drawn to scale.

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

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

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

Please make the following three appointments with the Coordinator.

Appointment for pre-application meeting:_____

Appointment to turn in application:_____

Appointment to receive findings-of-fact:_____

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

Development Services Department
Escambia County, Florida

FOR OFFICE USE:
CASE #:

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 04715301101002064

Property Address: 5580 Pensacola Blvd, Pensacola, FL

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

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

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

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

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 12th DAY OF November, YEAR OF 2013.

Signature of Property Owner	Printed Name of Property Owner	Date
Harry Bell	Harry Bell Jr	11/12/2013
Signature of Property Owner	Printed Name of Property Owner	Date

Rezoning Criteria

a) Consistency with the Comprehensive Plan:
Future Land Use Commercial, meets comprehensive plan for property.

b) Consistency with this code:
The proposed use is allowable under the proposed C2NA zoning.

c) Compatibility with surrounding uses:
Car Dealership to the North, Rent A Car Business to the South,
Motel to the West and Hardware/Office light Industrial to the east.

d) Change Conditions:
None

e) Effect on natural environment:
None

f) Development Patterns:
Properties in the surrounding are similar use.

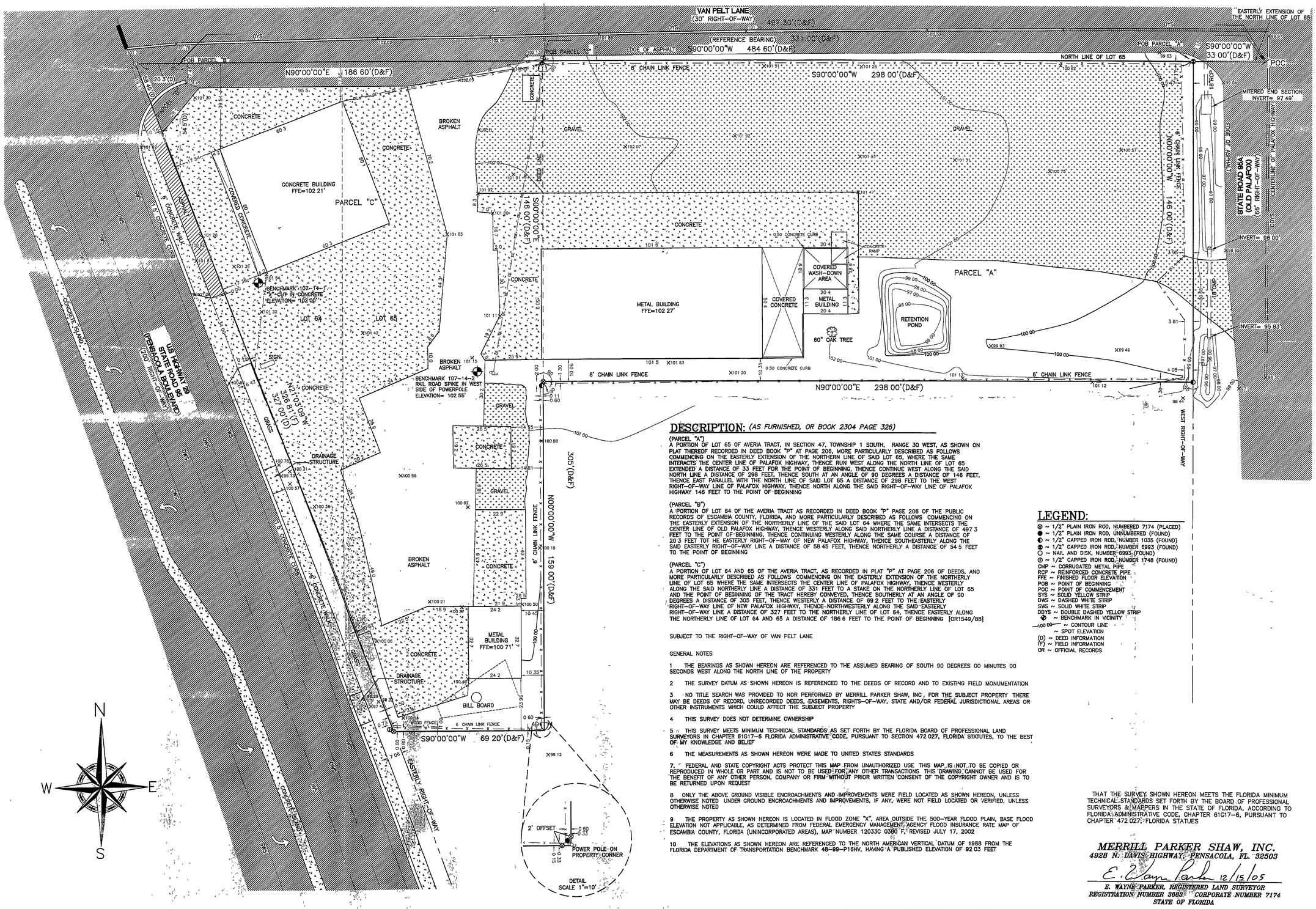
GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft

BOUNDARY AND TOPOGRAPHIC SURVEY

OF A PORTION OF SECTION 47, TOWNSHIP-1-SOUTH, RANGE-30-WEST, ESCAMBIA COUNTY, FLORIDA.



DESCRIPTION: *(AS FURNISHED, OR BOOK 2304 PAGE 326)*

(PARCEL "A")
A PORTION OF LOT 65 OF AVERIA TRACT, IN SECTION 47, TOWNSHIP 1 SOUTH, RANGE 30 WEST, AS SHOWN ON PLAT THEREOF RECORDED IN DEED BOOK "P" AT PAGE 206, MORE PARTICULARLY DESCRIBED AS FOLLOWS COMMENCING ON THE EASTERLY EXTENSION OF THE NORTHERN LINE OF SAID LOT 65, WHERE THE SAME INTERACTS THE CENTER LINE OF PALAFOX HIGHWAY, THENCE RUN WEST ALONG THE NORTH LINE OF LOT 65 EXTENDED A DISTANCE OF 33 FEET FOR THE POINT OF BEGINNING, THENCE CONTINUE WEST ALONG THE SAID NORTH LINE A DISTANCE OF 298 FEET, THENCE SOUTH AT AN ANGLE OF 90 DEGREES A DISTANCE OF 146 FEET, THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 65 A DISTANCE OF 298 FEET TO THE WEST RIGHT-OF-WAY LINE OF PALAFOX HIGHWAY, THENCE NORTH ALONG THE SAID RIGHT-OF-WAY LINE OF PALAFOX HIGHWAY 146 FEET TO THE POINT OF BEGINNING

(PARCEL "B")
A PORTION OF LOT 64 OF THE AVERIA TRACT AS RECORDED IN DEED BOOK "P" PAGE 206 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS COMMENCING ON THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF THE SAID LOT 64 WHERE THE SAME INTERSECTS THE CENTER LINE OF OLD PALAFOX HIGHWAY, THENCE WESTERLY ALONG SAID NORTHERLY LINE A DISTANCE OF 497 3 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING WESTERLY ALONG THE SAME COURSE A DISTANCE OF 20 3 FEET TO THE EASTERLY RIGHT-OF-WAY OF NEW PALAFOX HIGHWAY, THENCE SOUTHEASTERLY ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 58 45 FEET, THENCE NORTHERLY A DISTANCE OF 54 5 FEET TO THE POINT OF BEGINNING

(PARCEL "C")
A PORTION OF LOT 64 AND 65 OF THE AVERIA TRACT, AS RECORDED IN PLAT "P" AT PAGE 206 OF DEEDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS COMMENCING ON THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 65 WHERE THE SAME INTERSECTS THE CENTER LINE OF PALAFOX HIGHWAY, THENCE WESTERLY ALONG THE SAID NORTHERLY LINE A DISTANCE OF 331 FEET TO A STAKE ON THE NORTHERLY LINE OF LOT 65 AND THE POINT OF BEGINNING OF THE TRACT HEREBY CONVEYED, THENCE SOUTHERLY AT AN ANGLE OF 90 DEGREES A DISTANCE OF 305 FEET, THENCE WESTERLY A DISTANCE OF 89 2 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF NEW PALAFOX HIGHWAY, THENCE NORTHWESTERLY ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 327 FEET TO THE NORTHERLY LINE OF LOT 64, THENCE EASTERLY ALONG THE NORTHERLY LINE OF LOT 64 AND 65 A DISTANCE OF 186 6 FEET TO THE POINT OF BEGINNING {OR1549/88}

SUBJECT TO THE RIGHT-OF-WAY OF VAN PELT LANE

GENERAL NOTES

1 THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF THE PROPERTY

2 THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO THE DEEDS OF RECORD AND TO EXISTING FIELD MONUMENTATION

3 NO TITLE SEARCH WAS PROVIDED TO NOR PERFORMED BY MERRILL PARKER SHAW, INC , FOR THE SUBJECT PROPERTY THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY

4 THIS SURVEY DOES NOT DETERMINE OWNERSHIP

5 THIS SURVEY MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472 027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF

6 THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS

7 FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTIONS THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER AND IS TO BE RETURNED UPON REQUEST

8 ONLY THE ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED UNDER GROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED

9 THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X", AREA OUTSIDE THE 500-YEAR FLOOD PLAIN, BASE FLOOD ELEVATION NOT APPLICABLE, AS DETERMINED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA (UNINCORPORATED AREAS), MAP NUMBER 12033C 0360 F, REVISED JULY 17, 2002

10 THE ELEVATIONS AS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION BENCHMARK 48-99-P16HV, HAVING A PUBLISHED ELEVATION OF 92 03 FEET

LEGEND:

- ⊗ ~ 1/2" PLAIN IRON ROD, NUMBERED 7174 (PLACED)
- ● ~ 1/2" PLAIN IRON ROD, UNNUMBERED (FOUND)
- ◐ ~ 1/2" CAPPED IRON ROD, NUMBER 1035 (FOUND)
- ◒ ~ 1/2" CAPPED IRON ROD, NUMBER 6993 (FOUND)
- ○ ~ NAIL AND DISK, NUMBER 6993 (FOUND)
- ⊕ ~ 1/2" CAPPED IRON ROD, NUMBER 1748 (FOUND)

CMP ~ CORRUGATED METAL PIPE
RCP ~ REINFORCED CONCRETE PIPE
FFE ~ FINISHED FLOOR ELEVATION
POB ~ POINT OF BEGINNING
POC ~ POINT OF COMMENCEMENT
SYS ~ SOLID YELLOW STRIP
DWS ~ DASHED WHITE STRIP
SWS ~ SOLID WHITE STRIP
DDYS ~ DOUBLE DASHED YELLOW STRIP
⊕ ~ BENCHMARK IN VICINITY
100 00 ~ CONTOUR LINE
~ SPOT ELEVATION
(D) ~ DEED INFORMATION
(F) ~ FIELD INFORMATION
OR ~ OFFICIAL RECORDS

THAT THE SURVEY SHOWN HEREON MEETS THE FLORIDA MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN THE STATE OF FLORIDA, ACCORDING TO FLORIDA ADMINISTRATIVE CODE, CHAPTER 61G17-6, PURSUANT TO CHAPTER 472 027, FLORIDA STATUES

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY, PENSACOLA, FL. 32503

E. Wayne Parker 12/15/05

E. WAYNE PARKER, REGISTERED LAND SURVEYOR
REGISTRATION NUMBER 3683 CORPORATE NUMBER 7174
STATE OF FLORIDA

COPYRIGHT © 2005 BY MERRILL PARKER SHAW, INC

NO	DATE	APPR.	REVISIONS
1	2/24/06	EP	UPDATE TOPOGRAPHIC INFORMATION

MERRILL PARKER SHAW, INC.
PROFESSIONAL ENGINEERING & SURVEYING SERVICES
4928 N DAVIS HWY PH (850) 478-4923
PENSACOLA FL 32503 FAX (850) 478-4924
FLORIDA CORPORATION NUMBER 7174

SCALE	DRAWN	CHECKED	DATE
1" = 20'	AES	EMP	12/14/05

FIELD DATE 11/23/05 FIELD BOOK 101, PAGE 74-78

BOUNDARY AND TOPOGRAPHIC SURVEY
OF A PORTION OF SECTION 47,
TOWNSHIP-1-SOUTH, RANGE-30-WEST,
ESCAMBIA COUNTY, FLORIDA

REQUESTED BY: BEN TOWNES
PREPARED FOR: J.V. DOUGHERTY

JOB NO	SHEET
2726	1 OF 1

Development Services Department
Building Inspections Division
3363 West Park Place
Pensacola, Florida, 32505
(850) 595-3550
Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **594366**

Date Issued. : 11/13/2013
Cashier ID : VHOWENS

Application No. : PRZ131100025

Project Name : Z-2013-25

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Credit Card			
	V2776	$1,270.50	App ID : PRZ131100025
		$1,270.50	Total Credit Card

Received From : HARRY BELL KEMP FENCE COMPANY
Total Receipt Amount : **$1,270.50**
Change Due : $0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ131100025	686346	1,270.50	$0.00	5580 PENSACOLA BLVD, PENSACOLA, FL, 32503

Total Amount :	**1,270.50**	$0.00	Balance Due on this/these Application(s) as of 11/13/2013

Visa/MasterCard Information Form

DATE 11/12/13

NAME AS IT APPEARS ON CARD: James D Kemp
IF APPLICABLE

CUSTOMER NAME _____
AS IT APPEARS ON THE CREDIT CARD

CUSTOMER PH NO. 409-299-0095 FAX NO. 409-833-5014

PERMIT NO. _____ POINT OF SALE NO. _____

AMOUNT $ 1270 50 xx REASON Kemp Property Kemp Fence Co

MAILING ADDRESS OF STATEMENT PO Box 20897

Beaumont TX 77720

CREDIT CARD NO. & TYPE 4147 2021 2514 2776

EXPIRATION DATE 08/14 3 DIGIT SECURITY NO. 641

THIS FORM MUST BE SHREDDED AT THE END OF THE DAY
OR IF INFORMATION OR RECEIPT IS RECEIVED

GRACE EQUIPMENT CO
C/O FISCHER AND COMPANY
13455 NOEL RD SUITE 1900
DALLAS, TX 75240

FISHER COMPANY LLC THE
274 SEVERIN
PENSACOLA, FL 32503

MAJORS SYBIL D
7 OLEANDER DR
PENSACOLA, FL 32503

HADLEY JANET
25 CUMMINGS RD
PENSACOLA, FL 32503

BAKER BENNIE R
PO BOX 6259
PENSACOLA, FL 32503

UNITED STATES OF AMERICA
C/O URS
ATTN BRIGIT K FLORES
10687 GASKINS WAY STE
101+MANASSAS, VA 20109

PENSACOLA HABITAT FOR
HUMANITY INC
PO BOX 13204
PENSACOLA, FL 32591

GREG BUCK LLC
5830 N OLD PALAFOX ST
PENSACOLA, FL 32503

DUNCAN TAMMY KAY
1227 SIMPSON ST
PENSACOLA, FL 32526

ELLMER PAUL M
5610 N PALAFOX ST
PENSACOLA, FL 32503

BASS CLYDE R & MARIE E
314 ELMWOOD DR
LAFAYETTE, LA 70503

CARS-DB4 LP
8270 GREENSBORO DR STE 950
MCLEAN, VA 22102

HARDING CHARLES H & RHODA
M
5725 N PALAFOX ST
PENSACOLA, FL 32503

FIRST UNION NATIONAL
C/O THOMSON REUTERS
PO BOX 2609+CARLSBAD, CA
92018

GRAHAM & COMPANY INC
5500 PENSACOLA BLVD STE A
PENSACOLA, FL 32505

PFORTE AND BENNETT LLP
2958 HERITAGE RD
MARIANNA, FL 32448

KABAM LLC
5829 N PENSACOLA BLVD
PENSACOLA, FL 32505

GEE WALTER M & DORIS T
10212 S KOMENSKY AVE
OAKLAWN, IL 60453

DOBSON PROPERTIES
C/O WHATABURGER VENTURES
LLC
1900 DALROCK RD
ROWLETT, TX 75088

ESCAMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS
221 PALAFOX PL STE 420
PENSACOLA, FL 32502

FACT O BAKE OF PENSACOLA
INC
5470 PENSACOLA BLVD
PENSACOLA, FL 32505

AUTOCHECK PREPURPOSE
INSPECTIONS INC
5523 PENSACOLA BLVD
PENSACOLA, FL 32505

BROWN MARK W
3971 STEFANI RD
CANTONMENT, FL 32533

DUNCAN WARREN
5523 PENSACOLA BLVD
PENSACOLA, FL 32505

WHIBBS VINCE PONTIAC-BUICK-
5651 PENSACOLA BLVD
PENSACOLA, FL 32505

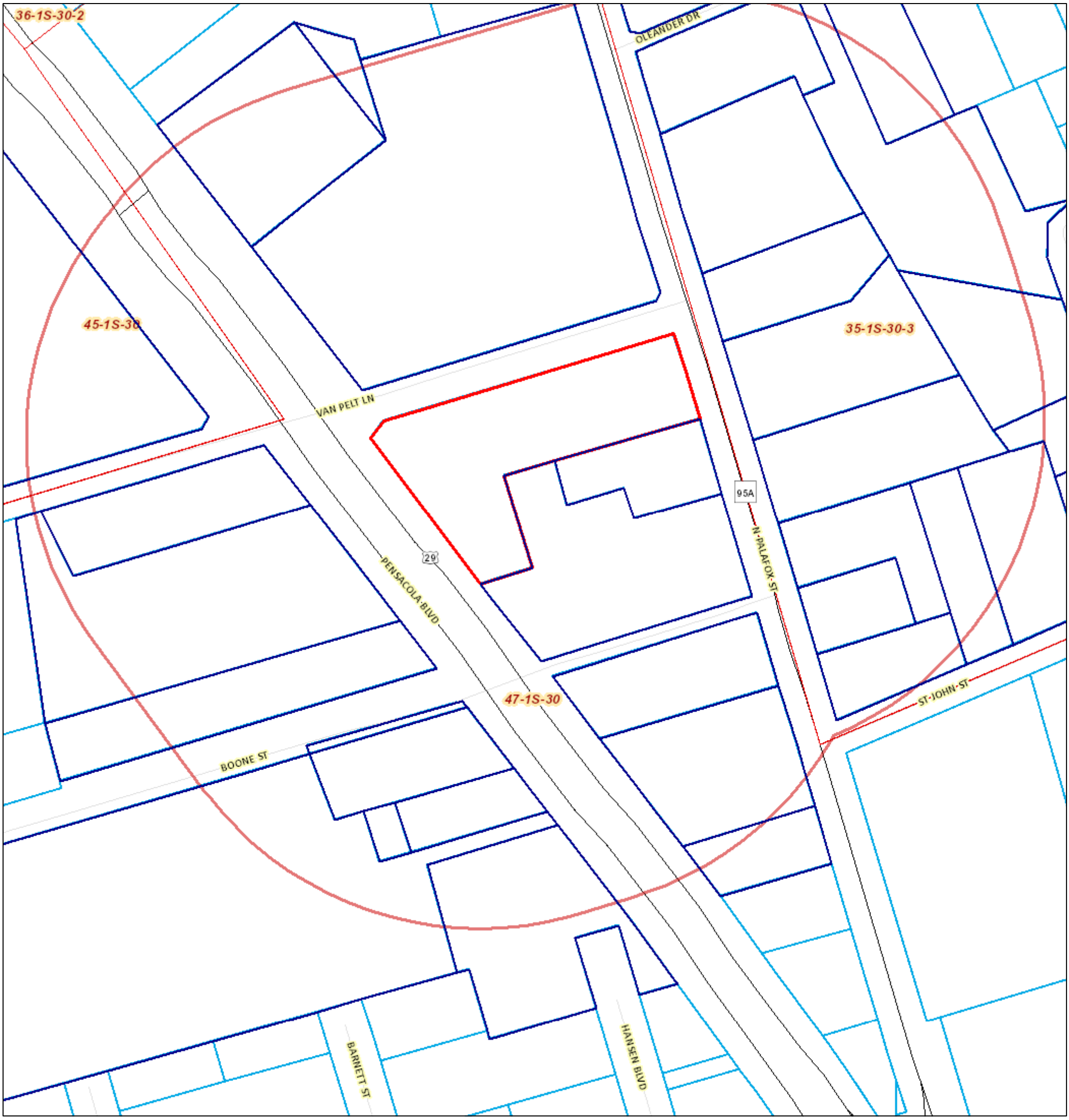
BARBER DON LIFE ESTATE &
9933 HILLVIEW RD
PENSACOLA, FL 32514

DMP LLC
121 NEW WARRINGTON RD
PENSACOLA, FL 32506

JAWORSKI ANTHONY
5720 N PALAFOX HWY
PENSACOLA, FL 32503

CHONG WING C & NU THI
7209 RAMPART WAY
PENSACOLA, FL 32505

Chris Jones Escambia County Property Appraiser



November 19, 2013

1:1,698

0 0.0175 0.035 0.07 mi

0 0.03 0.06 0.12 km

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Property Line

Z-2013-26

just looking to see if the property of my employer, which we have several parcels in there, was within the zoning and it's not, but I would disclose that.

09:27AM MR. HOLMER: I believe you're just southwest of that or southeast.

MR. TATE: In several places, yes.

MR. BRISKE: You have no interest in this case other than being on the Board?

09:27AM MR. TATE: No.

MR. BRISKE: Thank you.

Mr. Kemp's representative, please come forward, sir.

MS. SINDEL: Do we have any speakers?

MR. BRISKE: We do not at this time.

MR. BELL: I'm Mr. Kemp's representative, Harry Bell.

MR. BRISKE: Hold on just one moment. Staff, did we get notice that he was going to

09:28AM be representing Mr. Kemp?

MR. LEMOS: Yes, sir. He was part of the original packet and it shows him there as the representative of James Kemp.

MR. BRISKE: All right. Please be sworn in, Mr. Bell.

(Harry Bell sworn.)

MR. BRISKE: Once again on the record if you will state your name and address.

MR. BELL: Harry Bell, Junior, 69 Cypress

09:28AM Walk, Santa Rosa Beach, Florida.

MR. BRISKE: All right. Have you received a copy of the rezoning hearing package with the staff's Findings-of-Fact?

MR. BELL: Yes, I have.

09:28AM MR. BRISKE: We'll need you to speak into the microphone because we record the proceedings.

Do you understand that you have the burden of providing substantial competent evidence

09:29AM that the proposed rezoning is consistent with the Comprehensive Plan, furthers the goals, objectives and policies of that plan and is not in conflict with the Land Development Code?

09:29AM MR. BELL: I do.

MR. BRISKE: Thank you. We do not have any speakers on this.

MR. TATE: Mr. Bell, are you in agreement with staff's Findings-of-Fact?

09:29AM MR. BELL: I am.

MR. TATE: Do you have anything further that needs to be part of the record other than what we already have been provided?

MR. BELL: Not at this time.

09:29AM MR. TATE: If that's the case and it's okay with you, this Board will go ahead and move forward.

MR. BELL: Okay.

(Motion by Mr. Tate.)

09:29AM MR. TATE: I recommend approval of Case Number Z-2013-25 and approve the rezoning from C-1 to C-2NA, as presented.

MS. SINDEL: Second.

MR. BRISKE: We have a motion and a second. Discussion. Hearing none, all those

09:29AM in favor, say aye.

(Board members vote.)

MR. BRISKE: Opposed?

(None.)

09:30AM MR. BRISKE: The motion carries.

(Motion passed unanimously.)

MR. BRISKE: Good luck, sir. Thank you.

(Conclusion of Z-2013-25. The transcript continues on Page 56.)

* * *

* * *

CASE NO: Z-2013-26

Applicant: Steven D. White, Agent for James and Lianna Nash, Owners
Address: Mobile Highway
From: C-1, Retail Commercial District (cumulative) and R-2, Single-Family District (cumulative), Low-Medium Density
To: R-3 One-Family and Two-Family District, (cumulative) Medium Density

---

MR. BRISKE: Our last case for today is Z-2013-26, Steven D. White, agent for James

09:30AM and Lianna Nash, the owners, on Mobile Highway. It's a C-1, Retail Commercial District and an R-2 Single-Family District, low to medium density, to an R-3 One-Family and Two-Family District.

09:30AM Once again on this hearing case, members of the Board, has there been any ex parte communication between you, the applicant, agents, attorneys, witnesses, Planning Board members or general public? Please also

09:30AM disclose if you have visited the subject property, and disclose if you are a relative or business associate of any of the parties.

Mr. Goodloe.

MR. GOODLOE: No ex parte. I am familiar

09:30AM with the site.

MR. WOODWARD: None to all.
MR. BRISKE: The Chairman. None to all.
MR. TATE: I've had no communication, but I am familiar with the site.
09:31AM MS. DAVIS: No communication, but I am familiar with the site.
MR. WINGATE: No communication.
MS. SINDEL: None to all.
MR. BRISKE: Mr. Wingate, you did say no
09:31AM communication at all?
MS. SINDEL: Correct.
MR. BRISKE: No visits to the site?
MR. WINGATE: Yes.
MR. BRISKE: Thank you. Staff, was notice
09:31AM of the hearing sent to all interested parties?
MR. LEMOS: Yes, sir, it was.
MR. BRISKE: Was it also posted on the subject property?
MR. LEMOS: Yes, it was.
09:31AM MR. BRISKE: If there are no objections by Mr. White, we'll present the maps and photography.
(Presentation of Maps and Photography.)
MR. LEMOS: Once again, Rezoning Case
09:31AM 2013-26 off Mobile Highway. This is the

locational map for the parcel in question. This is our 500-foot buffer and zoning for the parcel. It shows a Commercial Residential mixture. This is the Future Land Use, Mixed
09:31AM Use Urban. This is the existing land use for the site. This is an aerial photograph for the site.
This is our public hearing sign that was posted on the parcel. This is looking
09:32AM southeast from the property along Mobile Highway. Looking northwest from the property along Mobile Highway. Looking across Mobile Highway onto the west. This is our 500-foot radius map for the parcel in question. This
09:32AM is our 500-foot mailing list for the property appraiser.
MR. BRISKE: Any questions on the maps or photography?
MR. TATE: Can you go back to the zoning
09:32AM map real quick? Thank you.
MR. LEMOS: That's fine. When I go through the presentation I'll clarify some of the questions you have about this zoning and the actual existing uses on the ground.
09:32AM MR. BRISKE: Okay. Let's go -- Mr. Steven

White, if you will come forward, please. Good morning, sir. We'll have you sworn in and state your name and address for the record.
(Steven D. White sworn.)
09:33AM MR. BRISKE: Name and address, please, sir.
MR. WHITE: Steven White, 4106 Barry Circle, Pace, Florida.
MR. BRISKE: Mr. White, have you received
09:33AM a copy of the rezoning hearing package with the staff's findings?
MR. WHITE: Yes, sir, I have.
MR. BRISKE: Do you understand that you have the burden of providing substantial
09:33AM competent evidence that this proposed rezoning is consistent with the Comprehensive Plan, furthers the goals, objectives and policies of that plan and is not in conflict with any portion of the Land Development Code?
09:33AM MR. WHITE: I do.
MR. BRISKE: Thank you, sir. We have no speakers at this time for this case.
MR. TATE: Mr. Chair, I just -- one kind of clarification I think would help us all on
09:33AM the actual on-the-ground zoning and the

rezoning request and then see if we can...
MR. BRISKE: Do you wish to direct that question to the applicant or the staff?
MR. TATE: Actually to staff.
09:34AM MR. BRISKE: Mr. White, you have an opportunity to accept the staff's findings. Based on his clarification of his question, we may be able to speed the process up.
MR. LEMOS: Mr. Tate, I don't know if you
09:34AM were referring -- when you look at the zoning map on this one actually it looks like wow these people -- first it's a split zone. Like most parcel on north and south Mobile Highway, when they did the zoning maps somehow we ended
09:34AM up with all those parcels split. The front part facing Mobile Highway is the Commercial site and the back part of the property is the Residential site.
On this when you actually do the on-site
09:34AM visit, everything east and north you can see just by the way the size of the parcels all in there it's all residential neighborhood. There is some commercial, but it is an actual residential neighborhood.
09:35AM MR. TATE: You know, the applicant has

every right to request a rezoning either way. Most people, obviously, would come in and ask for the higher end of the zoning. There's no problem with the downzoning. The mixed
09:35AM zonings throughout the area, we have R-5, R-4, R-3 and R-2, and we're going to a bigger chunk of R-3. Obviously we have R-3 within the 500-foot radius and just because of the mix and what, I guess, we really refer to as a
09:35AM mixed use this zoning doesn't create a conflict with the code.

MR. HOLMER: No, sir, it doesn't. You know, the current zoning map is sort of a, shall we say, starter zoning map. It wasn't
09:35AM exactly designed the way that I would have like to have seen it designed. As you can notice where we have that strip of C-1 in certain areas they said folks doing it, okay, so many feet off the right-of-way on this side
09:36AM we're going to make commercial. It wouldn't really function as well as the real life use of the parcel on the ground.

MR. TATE: The real life use of those parcels actually appear to R-2 and R-3, not
09:36AM even R-4 and R-5, from that perspective.

MR. HOLMER: Yes. The heart of the matter here is it is a mixed use Future Land Use area. This is definitely cleaning up a split zone parcel, an absolute goal of staff, and
09:36AM it's keeping in nature the residential nature of the majority of the surrounding area.

MR. TATE: Just as a point of clarification for this Board, in regard to staff's Findings-of-Fact and your duty to
09:37AM support your own findings, do you accept staff's Findings-of-Fact and agree with those as part of this package?

MR. WHITE: I do.

MR. TATE: Do you have anything else you
09:37AM would like to add to the record?

MR. WHITE: I'm fine with the staff findings.

(Motion by Mr. Tate.)

MR. TATE: If that's the case, then I
09:37AM would like to go ahead and recommend approval of this rezoning case and forward it to the Board of County Commissioners as requested.

MS. SINDEL: Second.

MR. BRISKE: We have a motion and a
09:37AM second. Any discussion?

MS. DAVIS: Because I live nearby, out of curiosity, I know this area very well, what do you plan on building there?

MR. WHITE: The owner's plan on doing a
09:37AM single-family residential subdivision. The requested zoning to R-3 was to facilitate 50-foot lot widths.

MS. DAVIS: That doesn't influence the answer at all, but thank you.

09:37AM MR. BRISKE: That's not part of the criteria that we consider, I just want to make that clear.

MR. TATE: They could build one house there.

09:38AM MR. BRISKE: Anything else? Any other questions? All those this favor, say aye.

(Board members vote.)

MR. BRISKE: Opposed?

(None.)

09:38AM MR. BRISKE: The motion carries. Good luck, sir.

(Motion passed unanimously.)

MR. BRISKE: Anything else for our rezoning hearing this morning?

MR. WOODWARD: I move we adjourn.

MR. BRISKE: We have a motion to adjourn.

MR. GOODLOE: Second.

MR. BRISKE: A second. All those in favor, say aye.

09:38AM (Board members vote.) We are adjourned.

(The quasi-judicial proceedings concluded at 9:38 a.m.)

Planning Board-Rezoning **5. E.**

Meeting Date: 12/02/2013
CASE : Z-2013-26
APPLICANT: Steven D. White, Agent for James and Lianna Nash, Owners
ADDRESS: Mobile Hwy
PROPERTY REF. NO.: 39-1S-31-1302-000-001
MU-U, Mixed-Use
FUTURE LAND USE: Urban
DISTRICT: 1
OVERLAY DISTRICT: NA

BCC MEETING DATE: 01/02/2014

SUBMISSION DATA:
REQUESTED REZONING:

FROM: C-1, Retail Commercial District (cumulative) and R-2, Single-Family District (cumulative), Low-Medium Density

TO: R-3 One-Family and Two-Family District, (cumulative) Medium Density

RELEVANT AUTHORITY:

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

CRITERION (1)
Consistent with the Comprehensive Plan.
Whether the proposed amendment is consistent with the Comprehensive Plan.

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

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The minimum residential density is 3.5 dwelling units per acre and the maximum residential density is 25 dwelling units per acre.

CPP FLU 1.5.3 New Development and Redevelopment in Built Areas. To promote the

efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FINDINGS

The proposed amendment to R-3 is **consistent** with the intent and purpose of Future Land Use category MU-U as stated in CPP FLU 1.3.1. The proposed densities and uses for the parcel are currently compatible with the allowed densities of the existing FLU. The parcel will be accessed using existing roads and all other infrastructure is available and may be expanded by the applicant, if development occurs.

CRITERION (2)

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

6.05.14. C-1 Retail Commercial District (cumulative). This district is composed of lands and structures used primarily to provide for the retailing of commodities and the furnishing of selected services. The district provides for various commercial operations where all such operations are within the confines of the building and do not produce undesirable effects on nearby property. New residential uses located in a commercial FLU category are only permitted as part of a predominantly commercial development in accordance with Policy FLU 1.3.1 of the Comprehensive Plan.

6.05.07. R-2 Single-Family District (cumulative), Low-Medium density. This district is intended to be a single-family residential area with large lots and low population density. The maximum density is seven dwelling units per acre.

6.05.09. R-3 One-Family and Two-Family District, (cumulative) Medium density. This district is intended to provide for a mixture of one-family and two-family dwellings, including townhouses, with a medium density level compatible with single-family residential development. The maximum density is ten dwelling units per acre.

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

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. Although most of the Mobile Hwy frontage is zoned commercial, this split zoned parcel is surrounded by many low to mid-density residential uses. The proposed zoning will create a transition area between low and medium density residential uses.

CRITERION (3)

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

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Although the existing zoning map shows large commercial tracks surrounding the property, staff's site visit revealed that the actual existing land uses are residential in nature, (Springdale Forest subdivision), to the east side of the property. Within the 500' radius impact area, staff observed properties with zoning districts R-2, R-3, C-1 and C-2. One hotel, one school, one muti-family development, one vacant residential, one mobile home, eight commercial properties and 60 single-family residences.

CRITERION (4)

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

FINDINGS

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

CRITERION (5)

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

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

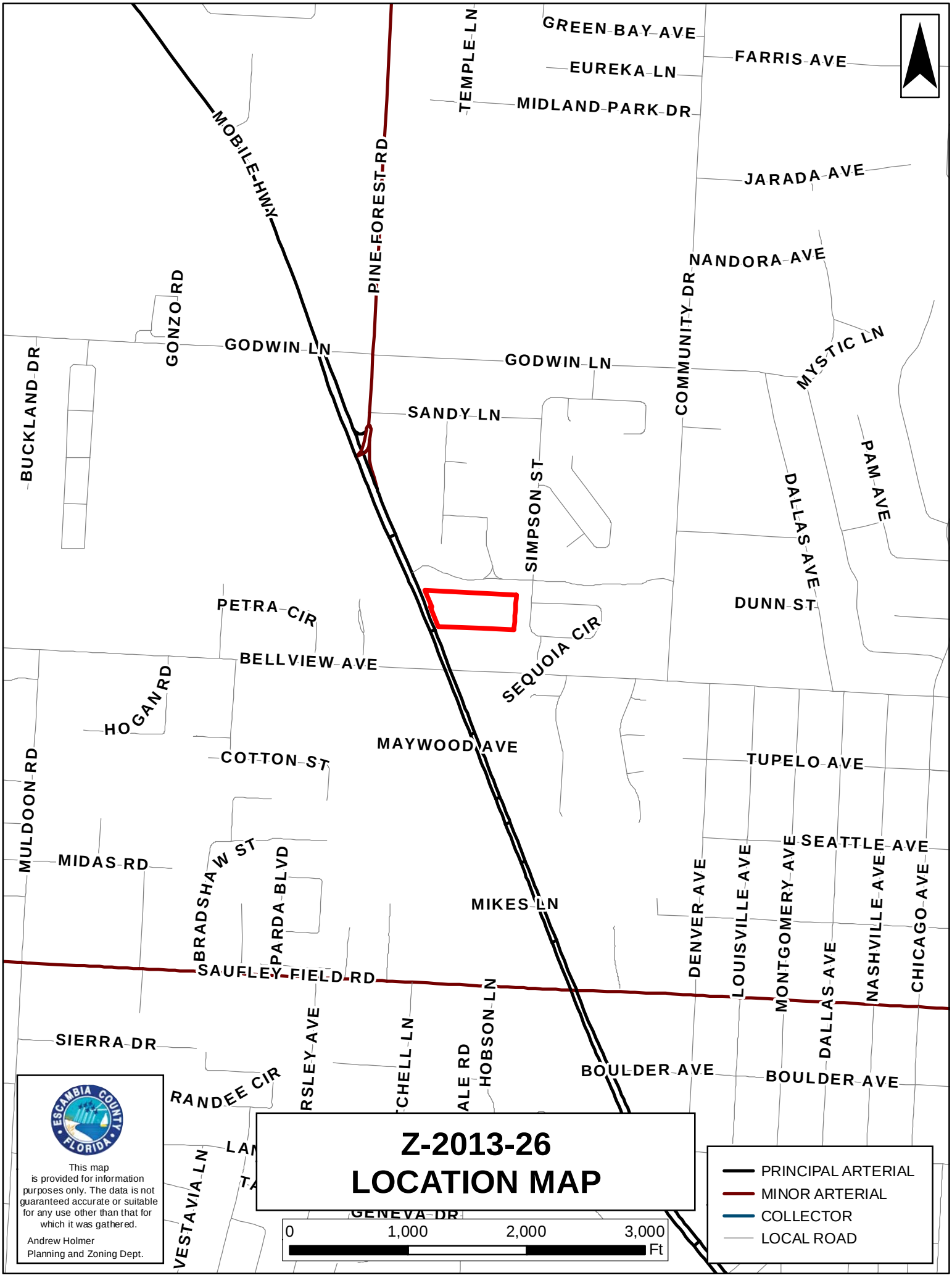
CRITERION (6)

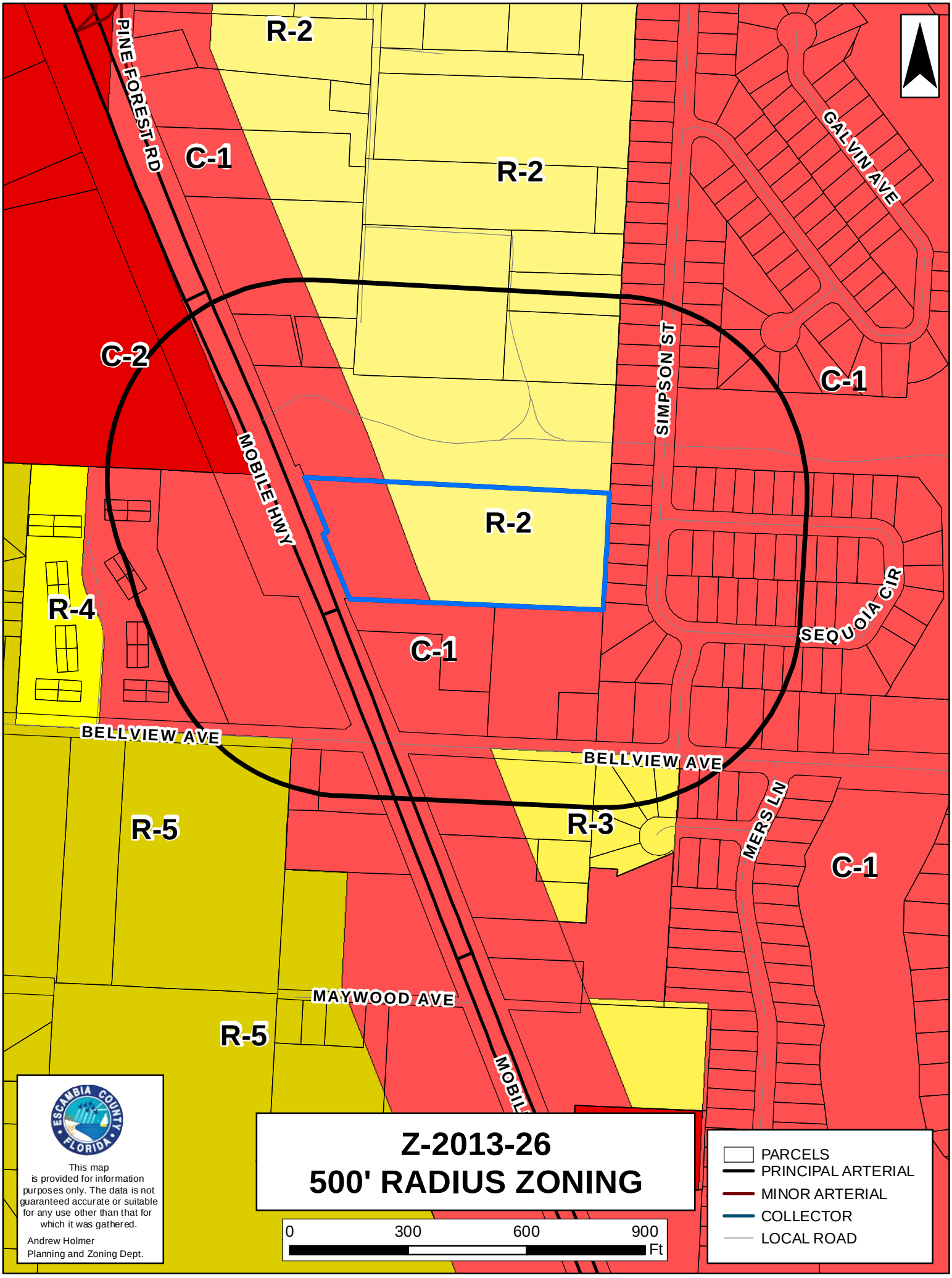
Development patterns.
Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

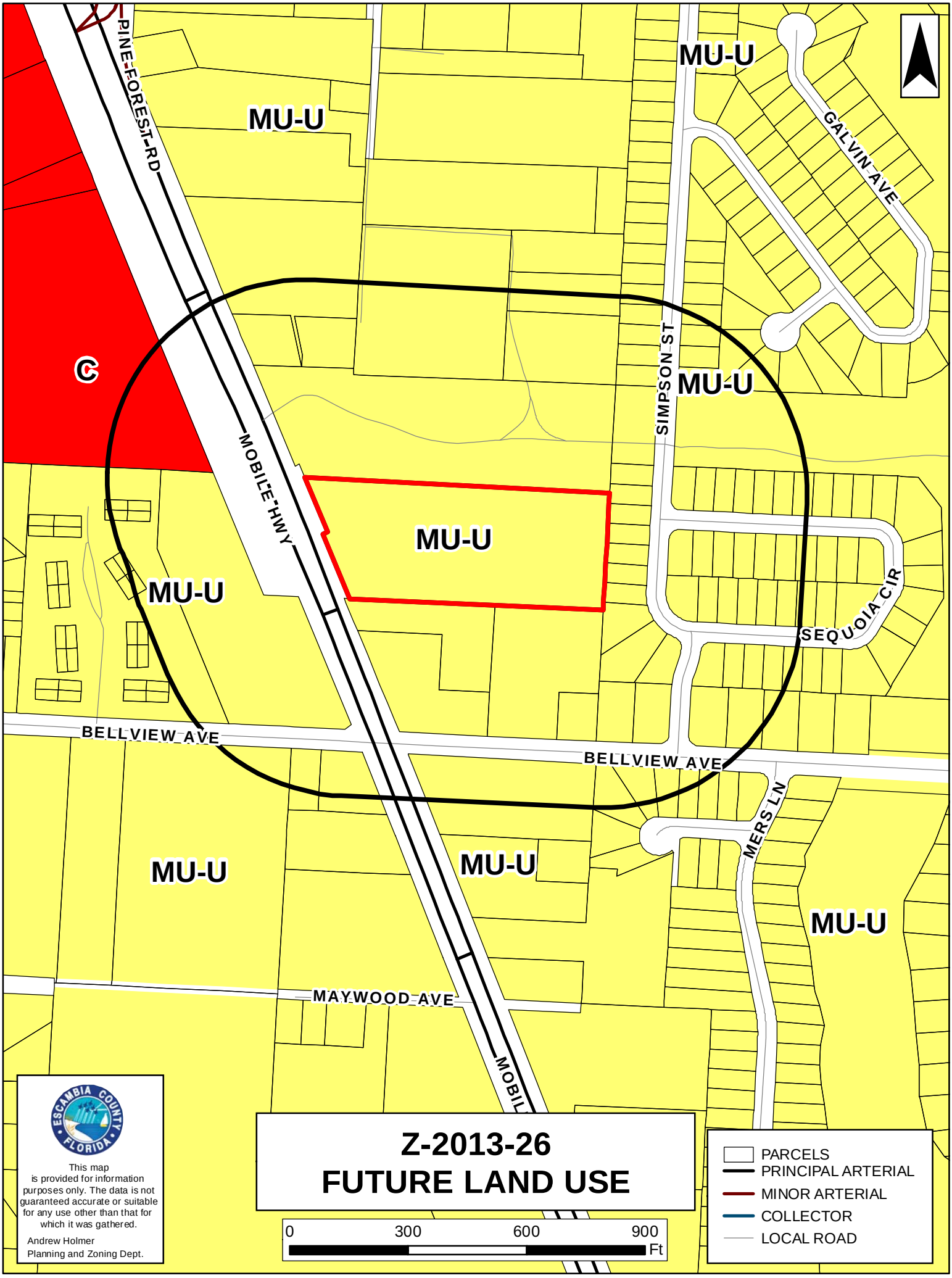
FINDINGS
The proposed amendment **would** result in a logical and orderly development pattern. The proposed amendment will eliminate the existing split zoning of the parcel. In addition, it will provide transition and continuity between existing commercial and residential uses.

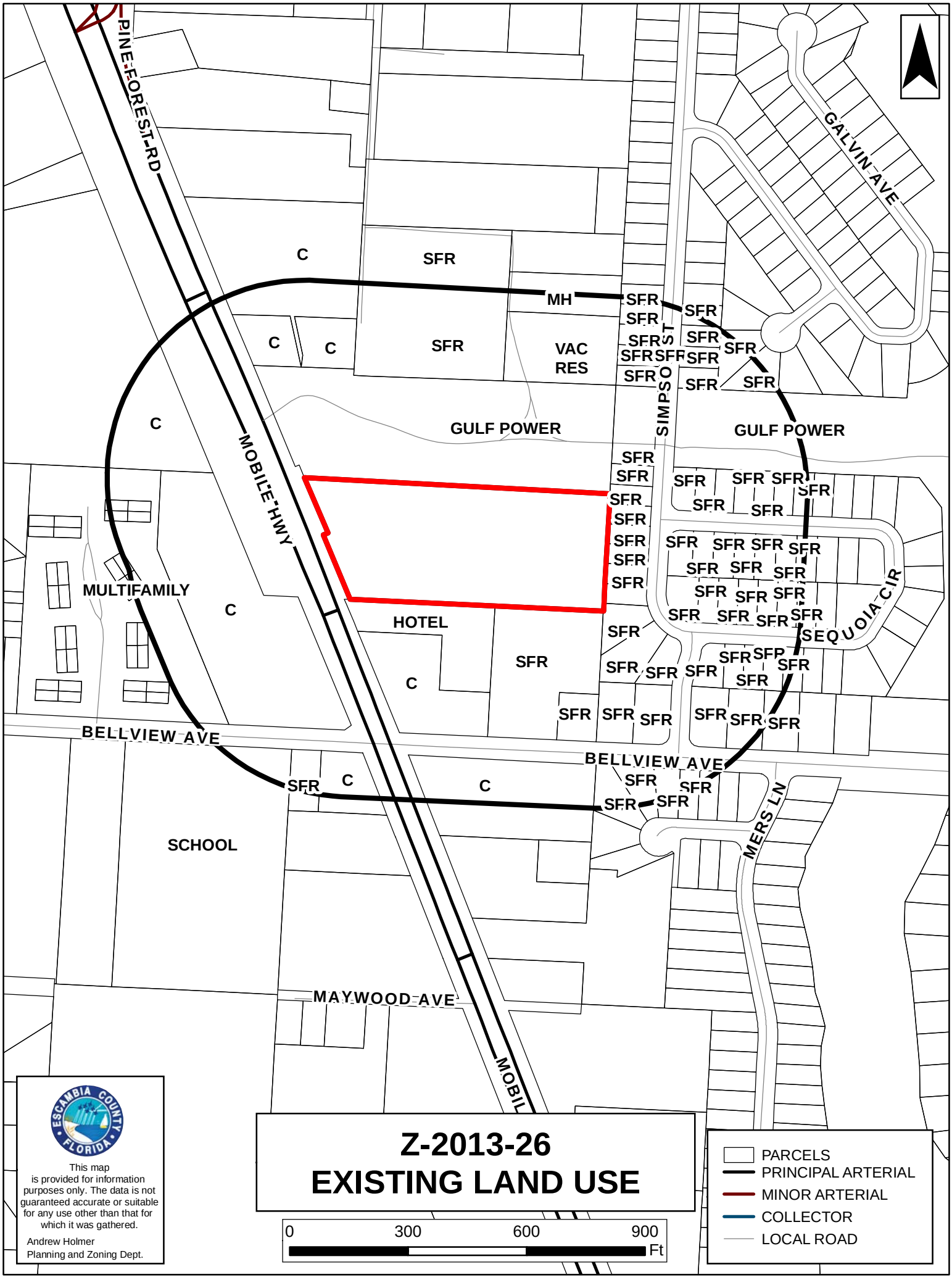
Attachments

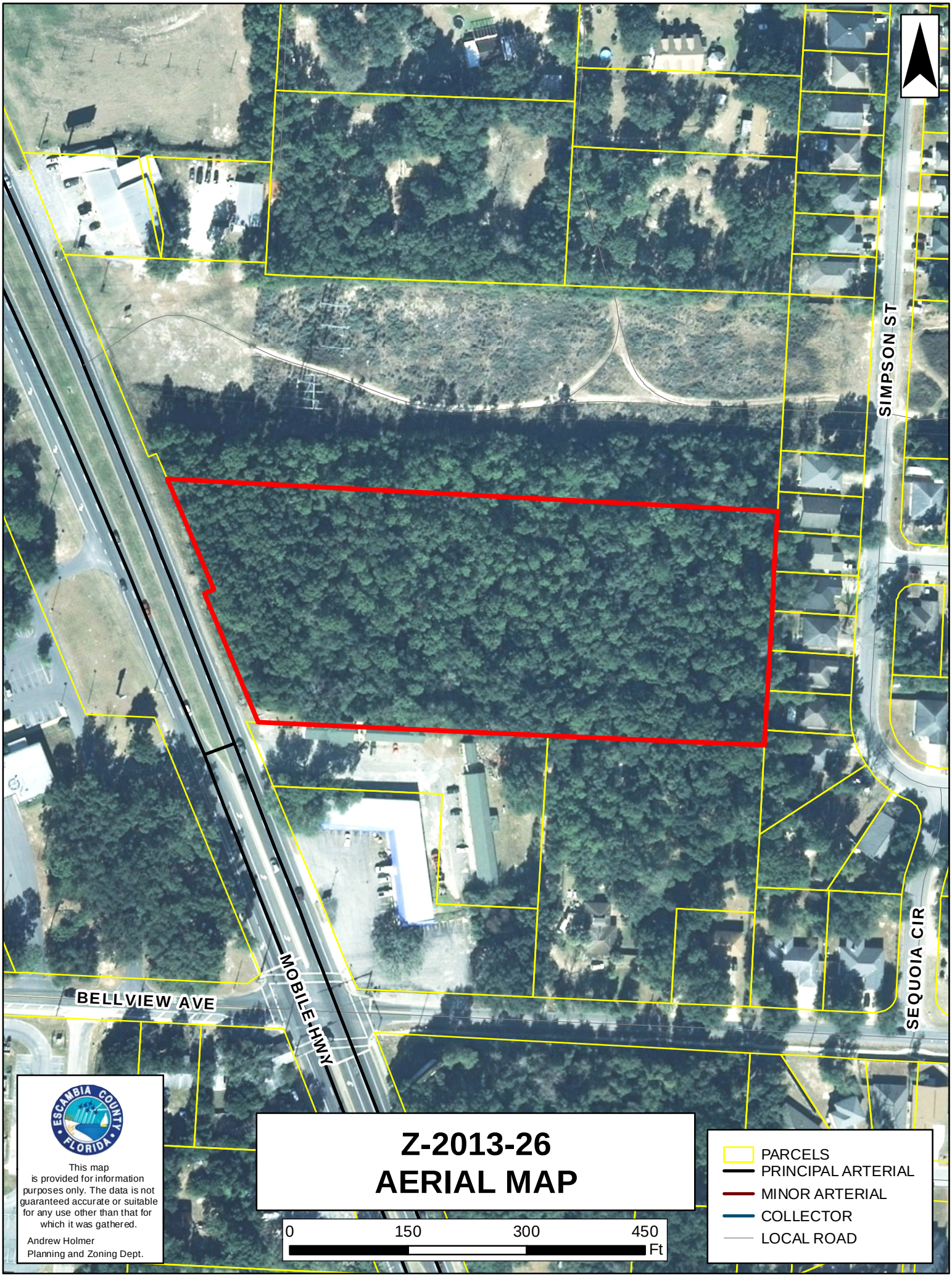
Z-2013-26


GREEN BAY AVE
FARRIS AVE
EUREKA LN
TEMPLE LN
MIDLAND PARK DR
MOBILE HWY
PINE FOREST RD
JARADA AVE
NANDORA AVE
COMMUNITY DR
GONZO RD
GODWIN LN
GODWIN LN
MYSTIC LN
BUCKLAND DR
SANDY LN
SIMPSON ST
DALLAS AVE
PAM AVE
PETRA CIR
DUNN ST
SEQUOIA CIR
BELLVIEW AVE
HOGAN RD
MAYWOOD AVE
COTTON ST
TUPELO AVE
MULDOON RD
MIDAS RD
BRADSHAW ST
PARDA BLVD
SEATTLE AVE
DENVER AVE
LOUISVILLE AVE
MONTGOMERY AVE
NASHVILLE AVE
CHICAGO AVE
MIKES LN
SAUFLEY FIELD RD
SIERRA DR
RSLEY AVE
CHELL LN
ALE RD
HOBSON LN
DALLAS AVE
BOULDER AVE
BOULDER AVE
RANDEE CIR
VESTAVIA LN
GENEVA DR
Z-2013-26
LOCATION MAP
0
1,000
2,000
3,000
Ft
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


R-2
PINE FOREST RD
C-1
R-2
GALVIN AVE
C-2
SIMPSON ST
C-1
MOBILE HWY
R-2
R-4
C-1
SEQUOIA CIR
BELLVIEW AVE
BELLVIEW AVE
R-5
R-3
MERS LN
C-1
MAYWOOD AVE
R-5
MOBIL
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
Z-2013-26
500' RADIUS ZONING
0
300
600
900
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


PINE FOREST RD
MOBILE HWY
SIMPSON ST
GALVIN AVE
SEQUOIA CIR
MERS LN
BELLVIEW AVE
BELLVIEW AVE
MAYWOOD AVE
C
MU-U
MU-U
MU-U
MU-U
MU-U
MU-U
MU-U
MU-U
MOBIL
Z-2013-26
FUTURE LAND USE
0
300
600
900
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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Planning and Zoning Dept.


PINE FOREST RD
MOBILE HWY
SIMPSON ST
GALVIN AVE
SEQUOIA CIR
MERS LN
BELLVIEW AVE
BELLVIEW AVE
MAYWOOD AVE
MOBIL
C
SFR
MH
VAC RES
GULF POWER
GULF POWER
MULTIFAMILY
HOTEL
SCHOOL
Z-2013-26
EXISTING LAND USE
0
300
600
900
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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Planning and Zoning Dept.



Z-2013-26
AERIAL MAP

0 150 300 450 Ft

PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

ESCAMBIA COUNTY FLORIDA

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Andrew Holmer
Planning and Zoning Dept.



LOOKING WEST ACROSS FROM SITE



LOOKING NORTHWEST ALONG MOBILE HWY



LOOKING SOUTHEAST ON MOBILE HWY



PUBLIC HEARING SIGN

Development Services Department
Escambia County, Florida

FOR OFFICE USE:
CASE #: Z-2013-76

APPLICATION
ATTACHMENTS CHECKLIST

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

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

X___ 2. Application filled out completely, which consists of the following:

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

b) Concurrency Determination Acknowledgment form - Original (if applicable) (page 2)

c) Affidavit of Owner & Limited Power of Attorney form - Notarized Original (if applicable) (signatures of ALL legal owners are required) (page 3)

X___ 3. Legal Proof of Ownership (e.g. copy of Tax Notice or Warranty Deed). Include Corporation/LLC documentation or a copy of Contract for Sale if applicable.

X___ 4. Legal Description of Property Street Address / Property Reference Number

_____ 5. a. Rezoning: Boundary Survey of subject property(s) to include total acreage, all easements, and signed & sealed by a surveyor registered in the state of Florida.

b. BOA: Site Plan drawn to scale.

_____ 6. For Rezoning requests: If the subject parcel does not meet the roadway requirements of Locational Criteria (Comprehensive Plan 7.A.4.13 & LDC 7.20.00.), a compatibility analysis to request a waiver or an exemption to the roadway requirements will need to be submitted as part of the application.

_____ 7. Pre-Application Summary Form, Referral Form, Zoning Verification Request Form and/or copy of citation from Code Enforcement Department if applicable.

X___ 8. Application fees. (See Instructions page for amounts) Payment cannot be accepted after **3:00pm**.

Please make the following three appointments with the Coordinator.

Appointment for pre-application meeting:_____

Appointment to turn in application:_____

Appointment to receive findings-of-fact:_____

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

Development Services Department
Escambia County, Florida

APPLICATION

Please check application type:

- ☐ Administrative Appeal
- ☐ Development Order Extension
- ☐ Conditional Use Request for: _____
- ☐ Variance Request for: _____
- ■ Rezoning Request from: C-1 + R-2 to: R-3

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

Owner(s) Name: James J. Marks Jr. & Lianna M. Nash Phone: _____

Address: 120 E. Main Street Suite A, Pensacola, Florida 32502 Email: _____

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

Property Address: Mobile Hwy 32526

Property Reference Number(s)/Legal Description: 391S311302000001

By my signature, I hereby certify that:

1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and
4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and
5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Signature of Owner/Agent	Printed Name Owner/Agent	Date
Steven D. White	Steven D. White	11-12-13
Signature of Owner	Printed Name of Owner	Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 12th day of November 20 13,

by Steven D. White.

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

Signature of Notary (notary seal must be affixed)	Printed Name of Notary
Regina F. Scott	Regina F. Scott

Notary Public State of Florida
Regina F Scott
My Commission EE099692
Expires 07/30/2015

FOR OFFICE USE ONLY CASE NUMBER: Z-2013-26

Meeting Date(s): 12/2/13 Accepted/Verified by: _____ Date: _____

Fees Paid: $ 1270.50 Receipt #: _____ Permit #: PRZ131100026

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

Development Services Department
Escambia County, Florida

FOR OFFICE USE:
CASE #: Z-2013-26

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at Mobile Hwy 32526,
Florida, property reference number(s) 391S311302000001
I hereby designate Steven D. White for the sole purpose
of completing this application and making a presentation to the:

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

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

This Limited Power of Attorney is granted on this 12th day of November the year of, 2013, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: Steven D. White Email: steven.white@hatchmott.com

Address: 5011 N. 12th Avenue, Pensacola, Florida 32504 Phone: 484-6011

Signature of Property Owner	James J. Marks Jr.	11/12/13
	Printed Name of Property Owner	Date
Signature of Property Owner	LIANNA M NASH	11/12/13
	Printed Name of Property Owner	Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 12th day of November 20 13,
by JAMES J. MARKS, JR & LIANNA M NASH.

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

Signature of Notary	MARIE PRICE	(Notary Seal)
	Printed Name of Notary	

Marie Price
Notary Public
State of Florida
My Commission Expires 03-14-14
Commission No. DD 955028

Development Services Department
Escambia County, Florida

FOR OFFICE USE:
CASE #: Z-2013-26

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 391S311302000001

Property Address: Mobile Hwy 32526

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

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

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

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

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

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 12th DAY OF November, YEAR OF 2013.

Signature of Property Owner	James J. Marks Jr.	11/12/13
Signature of Property Owner	Printed Name of Property Owner LIANNA A. MARSH	11/12/13
	Printed Name of Property Owner	Date

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

Recorded in Public Records 12/16/2011 at 10:21 AM OR Book 6797 Page 1950, Instrument #2011089274, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $52.50 Deed Stamps $0.70

Prepared by and Return to:
John A. Panyko
323 East Romana Street
Pensacola, FL 32502

QUIT CLAIM DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS, That Lianna M. Nash and James J. Marks, Jr, as the successor trustees of the Christine T. Marks Revocable Trust, dated December 27, 1995, for and in consideration of Ten & 00/100 Dollars ($10.00), the receipt whereof is hereby acknowledged, do remise, release, and quit claim unto Lianna M. Nash and James J. Marks, Jr., their heirs, successors and assigns, as equal undivided tenants in common, the following described property, situated in the County of Escambia, State of Florida, to-wit:

Legal descriptions set forth on attached Exhibit "A"

Together with all the singular tenements, herediments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 12th day of May, 2011.

Christine T. Marks Revocable Trust

WITNESSES:

Printed Name NEAL NASH

By: _____
Lianna M. Nash
Its Trustee

Printed Name GARY J. TAINGS

DETAIL "B" NOT TO SCALE

S87° 12' 21"E
6 44'(F)

N. LINE OF THE S 1/2 OF SW. 1/4 OF THE NE 1/4

P.O B. SET 1/2" IRON ROD & CAP LB#6783

283.14'(F)
283.11'(F)

N03° 40' 03"E E. LINE OF THE SW. 1/4 OF THE NE. 1/4

WEST LINE OF SPRINGDALE FOREST PHASE I S03° 39' 47"W

HIATUS CONTAINS 1,826 SQ FT 0 04 AC ±

6 46'(F)
N87° 29' 15"W

EXISTING R/W

STATE ROAD 10 (A.K.A. KLONDYKE ROAD)
(R/W VARIES PER MAINTENANCE MAP F.P. NO. 4063221)

EXISTING R/W

7.00'(F)
N66° 30' 13"E
DETAIL "A" NOT TO SCALE

GULF POWER CO
PARCEL ID 391S311302000000

SET 1/2" IRON ROD & CAP LB#6783

75'

132'

S87° 12' 21"E 753.01'(F)
N LINE OF THE S.1/2 OF SW. 1/4 OF THE NE. 1/4

N21° 29' 47"W 126.74'(F)

SET 1/2" IRON ROD & CAP LB#6783
SEE DETAIL "A"

ZONE "X"

PARCEL ID 391S311302000001
CONTAINS
196,519 SQ FT
4 51 AC ±
(VACANT/WOODED)

N21° 29' 47"W 182.80'(F)

SET 1/2" IRON ROD & CAP LB#6783

17.19'

53'

FND 1/2" REBAR (NO ID)

EXISTING R/W

6' PRIVACY FENCE
N87° 17' 58"W
S88° 40' 50"E
358.22'(F)
375 46'(D&F)

1.1'

2.8'

0.6'

FND 1/2" IRON PIPE (NO ID)

FND 5/8" IRON ROD & CAP (PITTMAN)

4' CHAINLINK FENCE

N87° 29' 15"W
EAST 271 1'(D)
269 53'(F)

SET 1/2" IRON ROD & CAP LB#6783

FND 1/2" IRON PIPE (NO ID) AT FENCE CORNER

MAGAN & DAKSHA PATEL
PARCEL ID
391S311303002001

TONYA RILEY
PARCEL ID 391S311303000001

N

W E

S

0 40 80 120
Scale 1" = 40'

P.O.C.
NW CORNER OF BLOCK "A" OF SPRINGDALE FOREST PHASE I
FND 4"x4" CONC MON (#4882)

S03° 39' 47"W
75 68'(F)

SET 1/2" IRON ROD & CAP LB#6783

SEE DETAIL "B"

6' PRIVACY FENCE

0 4'

283.14'(F)

S03° 40' 03"W E. LINE OF THE SW. 1/4 OF THE NE. 1/4

0 3'

FND 1/2" IRON ROD & CAP (NO ID)

FND 1/2" IRON PIPE (NO ID) AT FENCE CORNER

Block "A"
PLAT BOOK 15, PG. 99)

10
9
8
7
6
5
4
3

SECTION 39 – DETAIL NOT TO SCALE

S87° 12' 25"E
2,677.18'(F)

S87° 12' 59"E 2,637 27'(F)
1,318.63'(C) 1,318.63'(C)

FND 1/2" REBAR (NO ID)

FND PK NAIL AND DISC (NO ID)

FND PK NAIL AND DISC (ILLEGIBLE)

S03° 19' 50"W
2,639.11'(F)

1,319.69'(C)
1,319 88'(C)
2,639.75'(F)
1,320 07'(C)
2,640.14'(F)

1,318 88'(C)
1,318 88'(C)

2,639 38'(C)
N03° 32' 54"E
659 85'(C)
SITE LOCATION
659 94'(C)
N03° 40' 03"E
659.94'(C)
1,320.07'(C)
N03° 47' 13"E
659.85'(C)

CALCULATED NAIL AND DISC (NO ID)

1,313 13'(C)
1,313.13'(C)

FND PK NAIL AND DISC (LB#6783)

S03° 19' 25"W
2,644 82'(F)

2,647.65'(C)
N03° 32' 54"E

2,640.43'(F)
N02° 42' 22"E

CALCULATED NAIL AND DISC (NO ID)

CALCULATED 1/2" REBAR (NO ID)

CALCULATED MAG NAIL AND DISC (NO ID)

2,656 74'(F)
S87° 08' 42"E

2,665 18'(F)
S87° 21' 14"E

LEGEND AND ABBREVIATIONS

◇—	= POWER POLE	PG	= PAGE
F	= FIELD MEASUREMENT	PB	= PLAT BOOK
M	= R/W MAP MEASUREMENT	R/W	= RIGHT OF WAY
C	= CALCULATED	LS	= LICENSED SURVEYOR
CLF	= CHAIN LINK FENCE	RLS	= REGISTERED LAND SURVEYOR
IRC	= IRON ROD & CAP		= HIATUS
CMON	= CONCRETE MONUMENT		= CENTERLINE
SEC	= SECTION		= BOUNDARY LINE
TWP	= TOWNSHIP		= PROPERTY LINE
RNG	= RANGE		= EXISTING R/W
ID	= IDENTIFICATION		= SECTION LINES
LB	= LAND SURVEYING BUSINESS REGISTRATION NUMBER		

DESCRIPTION PER OFFICIAL RECORDS BOOK 6797, PAGE 1950 ESCAMBIA CO , FL

PARCEL 3 MOBILE HIGHWAY
TAX ACCT 09-1839-000
PARCEL ID 391S311302000001
ESCAMBIA COUNTY, FLORIDA

THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER LYING EAST OF THE COUNTY HIGHWAY KNOWN AS THE KLONDYKE ROAD, LESS THE SOUTH 5 ACRES THEREOF, IN SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA

LESS AND EXCEPT ALL ROAD RIGHTS OF WAY

DESCRIPTION HIATUS BETWEEN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6797, PAGE 1950 & SPRINGDALE FOREST PHASE 1 AS RECORDED IN PLAT BOOK 15, PAGE 99 ESCAMBIA CO , FL.

A PORTION OF LAND SITUATED IN SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE NORTHWEST CORNER OF BLOCK "A" OF SPRINGDALE FOREST PHASE I SUBDIVISION PER PLAT BOOK 15, PAGE 99, THENCE S 03 39'47" W, FOR A DISTANCE OF 75 68 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE S 03 39'47" W, ALONG THE WEST LINE OF SAID SUBDIVISION FOR A DISTANCE OF 283 11 FEET, THENCE DEPART SAID WEST LINE N 87°29'15" W, FOR A DISTANCE OF 6 46 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF OF SAID SECTION 39, THENCE N 03 40'03" W, ALONG SAID EAST LINE FOR A DISTANCE OF 283 14 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST QUARTER IF THE NORTHEAST QUARTER OF SAID SECTION 39, THENCE S 87°12'21" E, ALONG SAID NORTH LINE FOR A DISTANCE OF 6 44 TO THE POINT OF BEGINNING

CONTAINING 1,826 SQUARE FEET OR 0 04 ACRES MORE OR LESS

SURVEYOR'S NOTES

1 NORTH AND BEARINGS ARE GRID BASED ON NORTH AMERICAN DATUM 1983 ALONG THE E R/W LINE OF SR 10 PER GLOBAL POSITION SYSTEM (GPS) FIELD LOCATIONS

2 NO TITLE SEARCH WAS PERFORMED BY NOR FURNISHED TO HATCH MOTT MACDONALD FLORIDA LLC FOR THE PURPOSES OF THE BOUNDARY SURVEY SHOWN HEREON

3 THE OPINION OF THE LOCATION AND EXTENT OF THE PROPERTY REPRESENTED BY THE SURVEY DOES NOT GUARANTEE TITLE TO OR DETERMINE OWNERSHIP TO ANY PERSONS OR PARTIES

4 SUBJECT LANDS ARE LOCATED IN ZONE "X", PER FEMA FLOOD INSURANCE RATE MAP, MAP NUMBER 12033C0360G, DATED SEPTEMBER 29, 2006

5 SECTION BREAKDOWN & R/W ARE PER F D O T MAINTENANCE MAP F P NO 4063221 & FIELD LOCATION BETWEEN POINTS AS SHOWN HEREON

ENCROACHMENTS AND OR IMPROVEMENTS ARE AS SHOWN OR NOTED
NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS RIGHT OF WAYS AND OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN
NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN
ALL MEASUREMENTS AND/OR ELEVATIONS WERE MADE IN ACCORDANCE TO UNITED STATES STANDARDS AND/OR UNITED STATES COAST AND GEODETIC
DATUM DISTANCES ARE IN FEET TENTHS AND HUNDREDTHS OF A FOOT

THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY

CERTIFICATE OF AUTHORIZATION L B #6783

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING SKETCH PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID

BYRON A FAIRCLOTH
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER REGISTRATION# 6764

STATE OF FLORIDA — BYRON A. FAIRCLOTH — 6764 — PROFESSIONAL SURVEYOR AND MAPPER

Hatch Mott MacDonald
Hatch Mott MacDonald Florida, LLC

Architects Engineers Surveyors
AA-C000035 EB-0000185 LB-0006783
1715 North Palafox Street (32501)
P O Box 2518 (32515-2518)
Pensacola, Florida
Telephone (850) 484-8011 ■ Fax (850) 484-8169

A PORTION OF LAND SITUATED IN SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA CO., FL

DATE	REV	REVISION DESCRIPTION	FIELD BOOK

DATE ISSUED 11-18-2013
FIELD DATE 11-15-2013
DRAWN BY D HITCHCOCK
PROJECT SURVEYOR B FAIRCLOTH
H M M PROJECT NUMBER 331678

SHEET TITLE
BOUNDARY SURVEY

SHEET NUMBER
1 of 1

This drawing is the property of Hatch Mott MacDonald Florida, LLC, and may not be reproduced without written permission

WITNESSES:

Printed Name LEAH NASH

By: James J. Marks, Jr.
Its Trustee

Printed Name GARY T. TRINGAS

STATE OF FLORIDA §
COUNTY OF ESCAMBIA §

The foregoing instrument was acknowledged before me this 12TH day of May 2011, by Lianna M. Nash, as successor trustee of the Chritine T. Marks Revocable Trust, who is: personally known to me or, provided as identification.

JOHN A. PANYKO
MY COMMISSION # DD 884355
EXPIRES: May 5, 2013
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC

STATE OF FLORIDA §
COUNTY OF ESCAMBIA §

The foregoing instrument was acknowledged before me this 12TH day of May, 2011, by James J. Marks, successor trustee of the Christine T. Marks Revocable Trust, who is: personally known to me or, provided as identification.

JOHN A. PANYKO
MY COMMISSION # DD 884355
EXPIRES: May 5, 2013
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC

OR BK 5333 PG0403
Escambia County, Florida
INSTRUMENT 2004-199061

Exhibit A

Parcel 1: (01-4805-310)
Commencing at the intersection of the North line of Lot 11, Block 5, Pensacola Farmlands Subdivision, lying East of State Road No. 95, in Section 8, Township 1 South, Range 30 West, Escambia County, Florida, and the East right of way line of State Road No. 95; thence South 87 degrees 37 minutes 47 seconds East along said North line of Lot 11 for 438.233 feet; thence South 01 degree 00 minutes 23 seconds East for 309.489 feet to a Point of Beginning; thence continue along the same line for 124.96 feet; thence North 87 degrees 37 minutes 47 seconds West for 136.182 feet to a point on the East right of way line of State Road No. 95; thence North 36 degrees 23 minutes 11 seconds West and along said East right of way line for 160.293 feet; thence South 87 degrees 37 minutes 47 seconds East for 229.157 feet to the Point of Beginning.

Parcel 2 : (05-1917-000)
That portion of Section 8, Township 2 South, Range 30 West, described as follows: Begin at the Northeast corner of the Carlos DeVillier Grant and run Easterly in an extension of the North line of said Grant 571 feet 2 inches; thence South 19 degrees East 20 feet to the South side of an existing public road for the starting point of this description; thence continue South 19 degrees East 237.2 feet; thence East at right angles 308.93 feet to the Western right of way line of the Pensacola-Flomaton Highway; thence Northward along said right of way 250 feet; thence South 71 degrees West 228 feet 7 inches to the starting point of this description.

LESS AND EXCEPT ALL ROAD RIGHTS OF WAY
LESS AND EXCEPT PROPERTY DESCRIBED IN O.R. BOOK 3663 PAGE 556

Parcel 3 : (05-3929-000)
Commencing at the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 13, Township 2 South, Range 30 West, Escambia County, Florida; thence run North 0 degrees 16 minutes 30 seconds West along the West line of the East Half of the Southwest Quarter of Section 13 for 1544.90 feet to the Southerly right of way line of Marlane Drive (S.R. 296-a, 100" R/W); thence run North 71 degrees 02 minutes 30 seconds East along said right of way for 454.09 feet to the right of way of Mobile Highway (S.R. 10-A, 200' R/W); thence run South 42 degrees 30 minutes East along said right of way for 344.84 feet to the Point of Beginning; thence run South 28 degrees 00 minutes West for 330.68 feet; thence run South 42 degrees 30 minutes East for 100.0 feet; thence run South 28 degrees 00 minutes West for 139.4 feet; thence run North 88 degrees 05 minutes East for 99.3 feet; thence run North 28 degrees 00 minutes east for 390.08 feet to the right of way of Mobile Highway; thence run North 42 degrees 30 minutes West along said right of way for 191.30 feet to the Point of Beginning.

Exhibit "A"
Christine T. Marks Revocable Trust

Parcel 1: 4499 N. Palafox Street
Tax Acct: 05-1917-000
Parcel Id: 082S306001000003
Escambia County, Florida

That portion of Section 8, Township 2 South, Range 30 West, described as follows: Begin at the Northeast corner of the Carlos DeVillier Grant and run Easterly in an extension of the North line of said Grant 571 feet 2 inches; thence South 19 degrees East 20 feet to the South side of an existing public road for the starting point of this description; thence continue South 19 degrees East 237.2 feet; thence East at right angles 308.93 feet to the Western right of way line of the Pensacola-Flomaton Highway; thence Northward along said right of way 250 feet; thence South 71 degrees West 228 feet 7 inches to the starting point of this description.

LESS AND EXCEPT ALL ROAD RIGHTS OF WAY
LESS AND EXCEPT PROPERTY DESCRIBED IN O.R. BOOK 3663 PAGE 556

Pacel 2: Old Corry Field Road
Tax Acct: 07-1351-000
Parcel Id: 342S3010600001106
Escambia County, Florida

A portion of Lot 106 and a possible tip of Lot 107 of the Juan Dominguez Grant, Section 34, Township 2 South, Range 30 West, Escambia County, Florida, according to map of said grant recorded in Deed Book 128 at page 575 of the public records of said County, more particularly described as follows: Begin at the Northwest corner of Lot 30, Juan Heights, according to the plat recorded in Plat Book 2 at page 11 of the public records of Escambia county, Florida, said corner being on the Easterly right of way line of Corry Field Road (66' R/W) and being 442.89 feet South of the Southerly right of way line of Lillian Highway, State Road 298 (66' R/W); thence North 20 degrees 40 minutes 00 seconds East along the said Easterly right of way line for a distance of 92.89 feet for the Point of Beginning; thence South 69 degrees 20 minutes 00 seconds East for a distance of 185 feet to a concrete monument; thence North 20 degrees 40 minutes 00 seconds East for a distance of 100 feet to a concrete monument; thence North 69 degrees 20 minutes 00 seconds West for a distance of 185 feet to the Easterly right of way line of the said Corry Field Road; thence South 20 degrees 40 minutes 00 seconds West along the said Easterly right of way line for a distance of 100 feet to the Point of Beginning.

Parcel 3: Mobile Highway
Tax Acct: 09-1839-000
Parcel Id: 391S311302000001
Escambia County, Florida

That portion of the South Half of the Southwest Quarter of the Northeast Quarter lying East of the County Highway known as the Klondyke Road, less the South 5 acres thereof, in Section 39, Township 1 South, Range 31 West, Escambia County, Florida.

LESS AND EXCEPT ALL ROAD RIGHTS OF WAY

Exhibit "A"
Christine T. Marks Revocable Trust

Parcel 4: Lillian Highway (Off)
Tax Acct: 09-4622-100
Parcel Id: 25S312202000001
Escambia County, Florida

A portion of Sections 25 and 26, Township 2 South, Range 31 West, Escambia County, Florida, more particularly described as follows: Beginning at the corner common to Sections 25, 26, 27, and 28, Township 2 South, Range 31 West, Escambia County, Florida; thence North 88 degrees 19 minutes 14 seconds West along the South line of Section 26 a distance of 5197.88 feet to the Easterly right of way line of State Road 293 (100' R/W); thence North 01 degree 02 minutes 12 seconds West along said right of way, 52.63 feet to the point of curve of a circular curve concave to the East having a radius of 3769.83 feet and a central angle of 14 degrees 57 minutes 00 seconds; thence along the arc of said curve for an arc distance of 983.66 feet (chord distance of 980.87 feet; chord bearing North 06 degrees 26 minutes 18 seconds East); thence North 13 degrees 54 minutes 19 seconds East, 987.76 feet; thence leaving said right of way North 83 degrees 13 minutes 25 seconds East, 827.15 feet; thence North 00 degrees 19 minutes 00 seconds East, 546.77 feet to the Southerly right of way of State Road 298 (66' R/W); thence along said right of way a distance of 3811.03 feet to a point lying 383.59 feet South 73 degrees 21 minutes 00 seconds West, of the intersection of said Southerly right of way and the East line of Section 26; thence South 00 degrees 12 minutes 31 seconds West and parallel to said section line, 1436.46 feet; thence North 89 degrees 45 minutes 44 seconds East and parallel to the North line of the Northwest Quarter of the Southwest Quarter, 1772.08 feet to a point on the East line of the Northwest Quarter of the Southwest Quarter; thence South 00 degrees 12 minutes 31 seconds West along the East line of the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter 2304.76 feet to the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 25; thence North 88 degrees 19 minutes 14 seconds West along the South line of Section 25 1412.51 feet to the Point of Beginning. Containing 402.61 acres, more or less.

Excepting therefrom:
A portion of Section 26, Township 2 South, Range 31 West, Escambia County, Florida, more particularly described as follows: Commencing at the corner common to Sections 25, 26, 27, and 28, Township 2 South, Range 31 West, Escambia County, Florida; thence North 88 degrees 19 minutes 14 seconds West, along the south line of Section 26 a distance of 5197.88 feet to a point on the Easterly right of way line of State Road 293 (100' R/W); thence North 01 degree 02 minutes 12 seconds West along said right of way line, a distance of 52.63 feet to the point of curve of a circular curve concave to the East having a radius of 3769.83 feet and a central angle of 14 degrees 57 minutes 00 seconds; thence along the arc of said curve for an arc distance of 983.66 feet (chord distance of 980.87 feet, chord bearing North 06 degrees 26 minutes 18 seconds East); thence North 13 degrees 54 minutes 19 seconds East, a distance of 987.76 feet; thence leaving said right of way North 83 degrees 13 minutes 25 seconds East for a distance of 827.15 feet; thence North 00 degrees 19 minutes 00 seconds West a distance of 471.77 feet to the Point of Beginning of the herein described parcel; thence continue North 00 degrees 19 minutes 00 seconds West a distance of 75.00 feet to a point on the Southerly right of way line of State Road 298 (66' R/W); thence North 89 degrees 41 minutes 00 seconds East along the said right of way line a distance of 75.00 feet; thence South 00 degrees 19 minutes 00 seconds East a distance of 75.00 feet; thence South 89 degrees 41 minutes 00 seconds West a distance of 75.00 feet to the Point of Beginning. Containing 5,625 square feet or 0.129 acre, more or less.

LESS AND EXCEPT PROPERTY DESCRIBED IN O.R. BOOK 3497 PAGE 785 AND O.R. BOOK 4441 PAGE 344

Exhibit "A"
Christine T. Marks Revocable Trust

Parcel 5: Highway 292
TaxAcct: 10-1759-000
Parcel Id: 123S311000000003
Escambia County, Florida

Lots 3, 13, 14, and 18, these lots located in the Northeast Quarter of Section 12, Township 3 South, Range 31 West, Escambia County, Florida.

LESS AND EXCEPT ALL ROAD RIGHTS OF WAY

Parcel 6: Highway 29 North
Tax Acct: 12-0374-000
Tax Id: 212N311301000000
Escambia County, Florida

The Southwest Quarter of the Northeast Quarter of Section 21, Township 2 North, Range 31 West, Escambia County, Florida.

LESS AND EXCEPT ALL ROAD RIGHTS OF WAY

Parcel 7: Off Pensacola Boulevard
Tax Acct: 12-0573-000
Tax Id: 332N314401000000
Escambia County, Florida

The Southeast Quarter of the Southeast Quarter of Section 33, Township 2 North, Range 31 West, Escambia County, Florida.

Parcel 8 - 5900 Mobile Highway
Tax Acct: 09-2027-510
Tax Id: 012S317000000001
Escambia County, Florida

The North Half of the South Half of Lot 7, Section 1, Township 2 South, Range 31 West, Escambia County, Florida.

LESS AND EXCEPT PROPERTY DESCRIBED IN O.R. BOOK 3342 PAGE 12

MARKS JAMES J JR &
C/O JAMES MARKS JR
120 E MAIN ST STE A
PENSACOLA, FL 32502

KROLL JOHN J III
1043 SIMPSON ST
PENSACOLA, FL 32526

BLAIR STEPHEN J & ANN J
1042 SIMPSON ST
PENSACOLA, FL 32526

HILL DEBORAH F
3235 SANDY LN
PENSACOLA, FL 32526

LEE TIFFANY C
1039 SIMPSON ST
PENSACOLA, FL 32526

CAPPS ED EST OF
C/O WILLIAM & DOROTHY SMITH
3229 SANDY LN
PENSACOLA, FL 32526

MARTIN KENNETH & GLENDA
7652 KEY WEST DR
NAVARRE, FL 32566

TRUITT MARK E & ESTHER M
6656 GREENWELL ST
PENSACOLA, FL 32526

GARNIER CHRISTOPHER J &
12677 PARISH RD
SAN DIEGO, CA 92128

FARRAR BARRY D
1031 SIMPSON ST
PENSACOLA, FL 32526

CROSBY JEANA E
1034 SIMPSON ST
PENSACOLA, FL 32526

FRASER JOHN C
1027 SIMPSON ST
PENSACOLA, FL 32526

JORDAN CHRISTOPHER R &
SUZANNE N
5524 GLASS DR LOT 5
PENSACOLA, FL 32505-2151

QUINCY JEROMI & LISA
18111 25TH AVE NE # T102
MARYSVILLE, WA 98271-2901

LAVANCE JOHN M
2097 SEQUOIA CIR
PENSACOLA, FL 32526

KELLNER ROBERT M
2778 RIDEOUT LN APT F-603
MURFREESBORO, TN 37128

FRIGO LEO A &
2089 SEQUOIA CIR
PENSACOLA, FL 32526

JONES THOMAS A &
6802 KITTY HAWK DR
PENSACOLA, FL 32506

DINH HIEU &
11092 LINDA LN APT D
GARDEN GROVE, CA 92840

LOSEY CLYDE E & SALLY I
980 GREYSTONE DR
BILOXI, MS 39532

NICHOLSON BRENDA
PO BOX 18433
PENSACOLA, FL 325238433

LYONS COLIN & TERESA R
1015 SIMPSON ST
PENSACOLA, FL 32526

GEIGER WILLIAM H
1771 BRIGHTLEAF CIR
CANTONMENT, FL 32533

ACREE MARY ANN
4428 BELLVIEW AVE UNIT 4-B
PENSACOLA, FL 32526

DAMICO DELIA P
1013 SIMPSON ST
PENSACOLA, FL 32526

NATIONSTAR MORTGAGE LLC
C/O LAW OFFICE OF MARSHALL C WATSON PA
1800 NW 49TH ST SUITE 120
FT LAUDERDALE, FL 33309

CURTIS GARY & SHERYN
44444 CATIES WAY
CALLAHAN, FL 32011-7206

BALDES JOE
500 JESSIE LN
PETALUMA, CA 94952

SCHLECHTE JASON A & JESSICA L
2545 BAUER CT # A
YUMA, AZ 85365

WRIGHT RANDY TRUSTEE FOR
28047 DOBBEL AVE
HAYWARD, CA 94542-2445

REID GARY L &
5035 MIDAS RD
PENSACOLA, FL 32526

MINTON VIVIAN B LIFE EST &
5717 LAKESIDE CT
MILTON, FL 32583

JEKEL BRIAN T & MARLENE R
26 CUMMINGS RD
PENSACOLA, FL 32503

CHANCEY APRIL L
1000 SIMPSON ST
PENSACOLA, FL 32526

HUFHAM CHRISTOPHER K
2000 SEQUOIA CIR
PENSACOLA, FL 32526

MOONEY WILLIAM J & SHERRY I
2004 SEQUOIA CIR
PENSACOLA, FL 32526

BOMAR WENDELL &
2837 HIDDEN SPRINGS DR
PENSACOLA, FL 32526

BRAUBURGER NORBERT T
2254 MOORE ST # 203
SAN DIEGO, CA 92110

RENO MILDRED A
48 CORYDON DR
MIAMI SPRINGS, FL 33166-5051

PATEL MAGAN G & DAKSHA
6400 MOBILE HWY
PENSACOLA, FL 32526

HOLDREITH H GREGORY
PATROL SQUADRON 9 UNIT
25447
FPO, AP 96601

RILEY TONYA M
3330 BELLVIEW AVE
PENSACOLA, FL 32526

BLACKWELL A D JR
4416 BELLVIEW AVE UNIT 2C
PENSACOLA, FL 32526

FAIN MICHAEL J & KIMBERLY A
1003 SIMPSON ST
PENSACOLA, FL 32526

D AMICO ROSE MARIE TRUSTEE
8816 BURNING TREE RD
PENSACOLA, FL 325145645

OLIVER ALICE LEE
2005 SEQUOIA CIR
PENSACOLA, FL 32526

FEDERAL HOME LOAN
MORTGAGE CORPORATION
5000 PLANO PKWY
CARROLLTON, TX 25067

LIECHTY TONYA
3320 BELLVIEW AVE
PENSACOLA, FL 32526

HERMEN ERNESTINE TRUSTEE
2450 WYATT ST
PENSACOLA, FL 32514

CARRIERE JOSHUA &
2081 SEQUOIA CIR
PENSACOLA, FL 32526

MURPHY JERRY L & NICOLETTE
S
1715 GARLIA CT
PENSACOLA, FL 32526

BENNETT SHYNELL D
STEPHENSON &
110 BURRWOOD DR
SLIDELL, LA 70461

SCHOOL BOARD OF ESCAMBIA
CO
75 N PACE BLVD
PENSACOLA, FL 32505

LANGEVIN DAVID G & ROSA M
3230 SANDY LN
PENSACOLA, FL 32526

MACKS MARJORIE A SMITH
3227 SANDY LN
PENSACOLA, FL 32526

DAVIS LUCILLE & DICKIE W
2683 STRATFORD RD
PENSACOLA, FL 32526

GULF POWER CO
1 ENERGY PLACE
PENSACOLA, FL 32520

ABLE AUTO REPAIR LLC
6548 W MOBILE HWY
PENSACOLA, FL 32526

MOOREHOUSE JACK S & PAULA
A
2001 SEQUOIA CIR
PENSACOLA, FL 32526

ANDERSON JAMES L
USS MILIUS DDG69
FPO, AP 96672

DEIBLER RICHARD G & TANIETA C
3140 BELLVIEW AVE
PENSACOLA, FL 32526

ENRIQUEZ JULITO A & JEAN T
3150 BELLVIEW AVE
PENSACOLA, FL 32526

MILLER CAROLYN L
2012 SEQUOIA CIR
PENSACOLA, FL 32526

FOUNTAIN MICHAEL W
2009 SEQUOIA CIR
PENSACOLA, FL 32526

LEONARD GLENN N & RHODORA D
3130 BELLVIEW AVE
PENSACOLA, FL 32526

KENTUCKY FRIED CHICKEN
120 E MAIN ST STE A
PENSACOLA, FL 32502

ILANO TIMOTHY G & CHRIS ANN
3324 LINGER CT
PENSACOLA, FL 32526

TWOMBLY JANET KAY
5568 ARBOR CLUB WAY APT 8
BOCA RATON, FL 33433

TRAN SANH P &
3316 LINGER CT
PENSACOLA, FL 32526

LECLAIR BRADLEY A &
PSC 1258 BOX 06
APO, AE 09858

BURBEL YEVGENIY
3308 LINGER CT
PENSACOLA, FL 32526

FIRST UNION NATIONAL
C/O THOMSON REUTERS
PO BOX 2609
CARLSBAD, CA 92018

ESCAMBIA COUNTY
221 PALAFOX PL STE 420
PENSACOLA, FL 32502

GLAZEBROOK TABBATHA M
4206 LYNN ORA DR
PENSACOLA, FL 32503

WILLIAMS LINDA S
1708 GARLIA CT
PENSACOLA, FL 32526

GARVEY EDENA A
2077 SEQUOIA CIR
PENSACOLA, FL 32526

CONN GREG K
4566 TRADEWINDS DR
PENSACOLA, FL 32514

SIDHU-BRAR KARTAR S &
5763 CABOT DR
OAKLAND, CA 946112249

SAECHAO OU & MOUANG
2058 FLINTWICK CT
SAN JOSE, CA 95148

PRATHER ANDREA F
2016 SEQUOIA CIR
PENSACOLA, FL 32526

GERI LEO N &
2020 SEQUOIA CIR
PENSACOLA, FL 32526

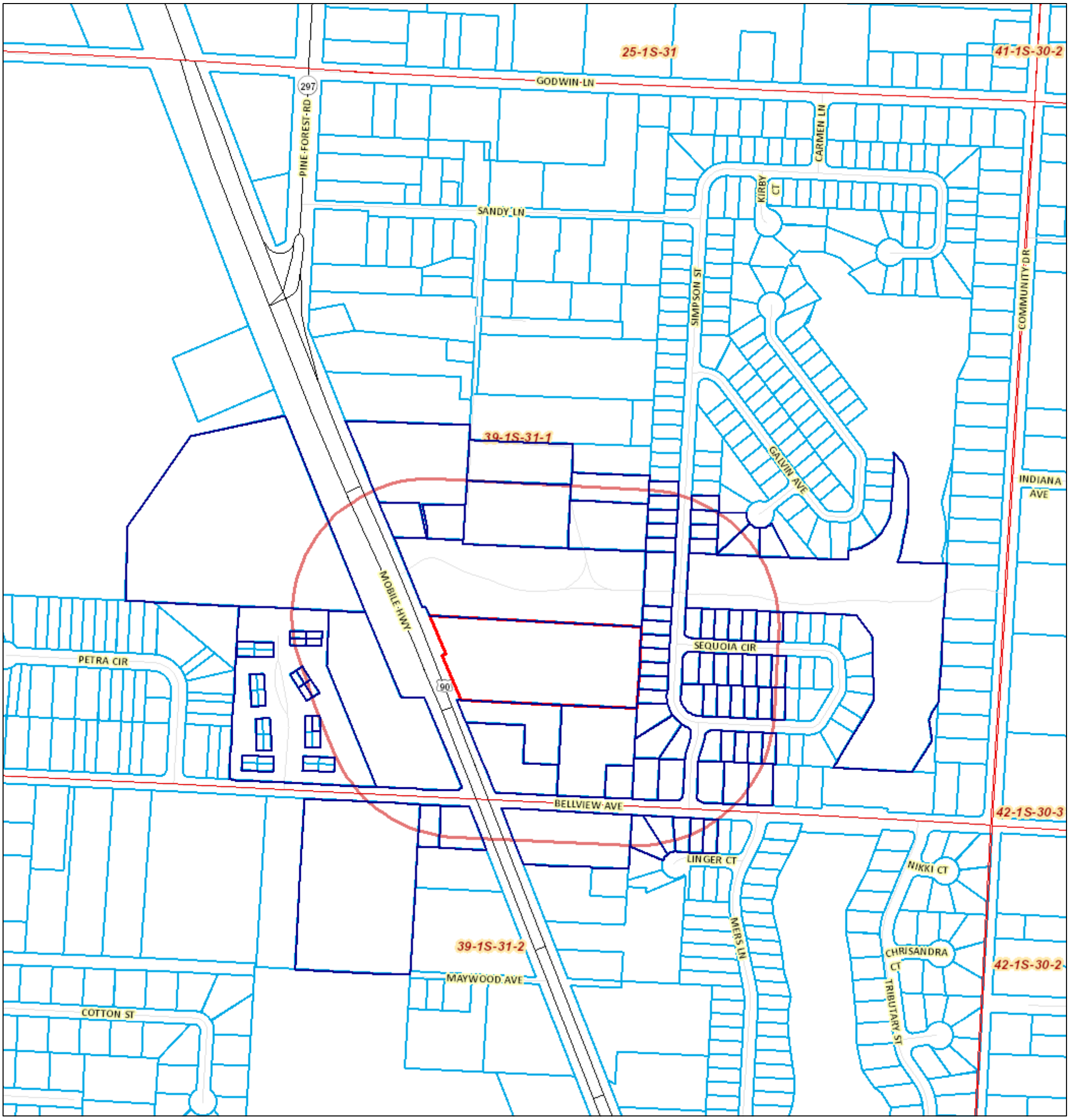
DURFEE DALE W & DEBORAH G
11645 E VIA MONTANA
YUMA, AZ 85367

LEVICK BARBARA S
2017 SEQUOIA CIR
PENSACOLA, FL 32526

SHELBY LESLIE J & TAUSHI K
3120 BELLVIEW AVE
PENSACOLA, FL 32526

LSREF2 BARON LLC
SUITE 1800
2711 N HASKELL AVE
DALLAS, TX 75204

Chris Jones Escambia County Property Appraiser



November 19, 2013

1:4,261

0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Property Line

PB 2013-01

QUASI-JUDICIAL HEARING

RE: Consideration of request to change the zoning for Morgan Park, Pensacola Beach Boulevard, from Rec/R-PB to PR-PB

SANTA ROSA ISLAND AUTHORITY
Pensacola Beach, Florida

November 20, 2013

ORIGINAL

PANEL PRESENT:

Thomas Campanella, Chairman
Tammy H. Bohannon, Vice Chairwoman
Elwyn Guernsey, Board Member
Fred Gant, Board Member
Dave Pavlock, Board Member
Janice Gilley, Board Member

W. A. "Buck" Lee, Executive Director

Michael J. Stebbins, Board Attorney

Terry R. Hoffman
COURT REPORTER
217 East Intendencia Street
Pensacola, Florida 32502
(850) 436-6670 ~ FAX (850) 434-0303
TerryHoffmanCourt@att.net

Pensacola Beach, Florida November 20, 2013

QUASI-JUDICIAL HEARING

CHAIRMAN CAMPANELLA: For the quasi-judicial process explanation I'll turn the floor over to Mr. Stebbins.

ATTORNEY STEBBINS: Thank you, Mr. Chairman. I want to explain the procedures that the board is going to be using tonight for this quasi-judicial hearing. First what I'm going to do is conduct a brief inquiry with the board to assure that each board member is qualified to participate in the hearing in making this application. The second thing I'm going to do is review the general procedures utilized by the chairman of the board, the applicants, and any other potential parties.

In terms of board qualifications, the basic requirement is that all of the board members have to be fair, impartial, and unbiased. And to assure that, what I need to do is just address the board regarding any communications the board may have had regarding the rezoning request outside of this public meeting. This would include both written and oral communications that may have been

conducted, whether or not any communications or investigations were conducted, and I'll address questions to the board on each of these issues to seek any disclosures as necessary.

As provided in the applications, the quasi-judicial hearings have been set to consider the request to rezone Morgan Park from what is now a conservation-recreation to a preservation. What I want to emphasize is it's not improper for the board to have communicated with anybody outside this meeting about this or conducted any investigation, it's just important that it be disclosed before the meeting takes place.

So the first question I have is: Have any of you had any discussions with anybody about the rezoning request?

MEMBER PAVLOCK: No.

MEMBER GUERNSEY: No.

MEMBER BOHANNON: I may have had with a few people months ago.

ATTORNEY STEBBINS: Do you recall who they might have been?

MEMBER BOHANNON: I believe I spoke with Shelley Johnson, (inaudible) at Baskerville

Donovan and Matt Mooneyham.

ATTORNEY STEBBINS: Do you remember what was discussed?

MEMBER BOHANNON: Just wanting to make sure that they were not going to try and take too much of the park.

ATTORNEY STEBBINS: Do you feel you can still be fair, impartial, and unbiased about your decision here tonight?

MEMBER BOHANNON: Yes.

ATTORNEY STEBBINS: Have any of you had any written communications with anybody about the rezoning? Let the record reflect no.

Have any of you conducted any investigations concerning the zoning board request? Let the record reflect no.

Mr. Chairman, all of the members of the board are duly qualified to review this matter, so again, if that's okay, I'll proceed with the procedures themselves.

All the proceedings of the board are going to be conducted in public, including the deliberations once all the evidence has been presented. The burden of proof is on the applicant, which is the Santa Rosa Island

Authority. Generally the chairman presides over these, and can delegate the authority to move forward anybody here on the board or to the staff, and to this circumstance delegate to me to at least conduct a portion of the hearing. However, the board and the chair are free to ask any questions of the staff or the applicants about this and also anybody who wishes to speak.

I would note for the record, though, that if anybody wishes to speak at the commission meeting, which is going to be held in January, to make sure that they speak tonight because I believe the commission will prevent you from making any speech at that time because you didn't preserve that right here.

If there is any dispute about evidence or what should be heard, the chairman can make a ruling, and if the board doesn't agree with that ruling the board can veto the chair on that particular issue. Once the evidence has been presented, I will then recommend to the chair that the record be closed in terms of the evidence. At that point the board can begin discussing the proposed new zoning, and then by

motion either vote up or down for the zoning request.

Within 15 days of this hearing the board will issue a written recommendation to the Escambia County Commissioners for their consideration when they take this up at the Board of County Commissioners' meeting on January 2, 2014.

And if I could, I would note for the record Mr. Gant just arrived. I had some questions for you, Mr. Gant, based upon the quasi-judicial hearing. Part of what we have to do is assure that the members of the board can be fair and impartial in rendering a decision here tonight, so I just need to ask you about any communications you may have had regarding this request.

MEMBER GANT: No, none.

ATTORNEY STEBBINS: None. And have you taken any time to do any investigation on this particular zoning request?

MEMBER GANT: None.

ATTORNEY STEBBINS: Okay. Mr. Chairman, then I would also indicate for the record that I believe Mr. Gant is also qualified to sit on

the board.

With those board procedures set, Mr. Chairman, if you would like, I will proceed with having the applicant, through Mr. Ghio, present the evidence to the board.

CHAIRMAN CAMPANELLA: When would you like the speakers?

ATTORNEY STEBBINS: We can have the speakers after Mr. Ghio presents the evidence.

Madam Court Reporter, could you swear in Mr. Ghio?

WHEREUPON,

PAOLO GHIO

was called as a witness, and after being duly sworn, was examined and testified as follows:

EXAMINATION

BY ATTORNEY STEBBINS:

Q. Mr. Ghio, can you tell us your position here at the Island Authority?

A. Mr. Stebbins, I'm the director of developmental and environmental affairs.

Q. Were you responsible for putting the package together regarding the rezoning request for Morgan Park?

A. Yes, sir.

Q. Can you tell me the process that you went through for preparing that package?

A. Yes, sir. We advertised as required in the Pensacola News Journal the amount of time specified. There is a sign that was posted at the location facing the main road. It has been up there for the required amount of time, giving the location and the actual variance number. Photos were taken, and they will be shown, that depict the location from all four sides. There is also an aerial photograph that shows what the rate of influx is, and postcards were sent to those addresses that fall within that radius noticing them of the proposed zoning change. The county has done a survey of the property and that is also a part of the record.

Q. And you have put that together as a composite exhibit?

A. Yes, sir.

Q. And that is in your package here tonight?

A. Affirmative.

Q. Would you like to first review the PowerPoint before actually entering the package into evidence?

A. I would like to go through PowerPoint so that the audience can see the same thing that we saw.

Q. Okay. Please proceed.

A. Thank you, sir.

That is taken from Pensacola Beach Boulevard looking directly at the parcel in question.

That is taken from the north looking south.

This is from the south looking up Pensacola Beach Boulevard.

This is taken directly from the south looking at the entrance showing the only structure that's out there.

This is a depiction of the sign with all of the information on that including tonight's meeting.

That is the aerial map that shows what the influx is, and whatever properties fell within that received the postcards. It's a 500-foot radius as specified by our regulations.

That is the survey that was done by Escambia County showing what the actual park will look like once it has been approved.

Again, this is a closer depiction showing what the existing zoning is as shown on the

future land use map.

And that concludes what you will be able to find in your package, and that is the package that will be going to the BCC.

Q. Do you have that package with you at this point?

A. The package plus the proof of application is in front of me, sir.

ATTORNEY STEBBINS: What I'd like to do is we'll mark that as Composite Exhibit "A."

(Composite Exhibit "A" marked for identification).

ATTORNEY STEBBINS: I would recommend to the board that you accept Composite Exhibit "A" as evidence in support of the zoning request. And once it is accepted by the board I would recommend that you provide that composite exhibit to the court reporter so that she can include it as part of the record.

Mr. Chairman, at this time I would ask the board for a motion approving --

MEMBER PAVLOCK: Move to make that part of the record.

MEMBER GUERNSEY: Second.

CHAIRMAN CAMPANELLA: Motion by

Mr. Pavlock, second by Mr. Guernsey. All in favor?

(Motion passed unanimously).

ATTORNEY STEBBINS: So the record will reflect that the board has accepted Composite Exhibit "A" into evidence. At this point, Mr. Chairman, what I would do is call each of the speakers up one by one unless the board has any questions to Mr. Ghio at this time about the presentation, and then we'll have the reporter swear in each witness.

CHAIRMAN CAMPANELLA: May I ask the witnesses if they're opposed to what we're doing? Excuse me, not witnesses, but any of the speakers. I have three speakers here. Are they opposed to what we're doing in changing the zoning? Then would it be appropriate since there's no opposition --

ATTORNEY STEBBINS: The only thing that I would warn each of the people who wish to speak is if you don't speak tonight and you wish to speak before the county commission you may be waiving that right.

CHAIRMAN CAMPANELLA: Ms. Preston, I'll let you go ahead.

WHEREUPON,

TERESA PRESTON

was called as a speaker, and having been duly sworn, testified as follows:

ATTORNEY STEBBINS: Could you state your name and address for the record, please?

MS. PRESTON: Teresa Preston, 5 Ensenada Quatro, Pensacola Beach.

ATTORNEY STEBBINS: Please proceed.

MS. PRESTON: I'm fully supportive of the park becoming a park. We thought it already was a park, and we're thrilled to death this is coming before the board and they are supporting it before the county commission, and I just want to make sure that we go the rest of the way and make it a park forever.

ATTORNEY STEBBINS: Thank you.

CHAIRMAN CAMPANELLA: Thank you. I have Mr. Reid Harwell.

WHEREUPON,

REID HARWELL

was called as a speaker, and after being duly sworn, testified as follows:

ATTORNEY STEBBINS: Sir, can you tell us

your name for the record?

MR. HARWELL: My name is Reid Harwell and I live at 2812 Clear Lake Place, Gulf Breeze, Florida.

ATTORNEY STEBBINS: Thank you. Please proceed.

MR. HARWELL: As I have said before, I'm Reid Harwell and I'm a seventh grader at Gulf Breeze Middle School. I am also a Life Scout with Troop 484 and have completed my citizenship in the Community Merit Badge.

Today I would like to talk about the importance of Morgan Park and why the park should be protected. First, people like to be around nature. It's a generic thing. People can be inspired, they can become fascinated, and they want to know more. Learning is fundamental to society and it can shape in any way it pleases. Morgan Park provides the ability for people to be around nature that is more than just sand dunes on Pensacola Beach.

Second, youth of many ages have fun there, establishing a connection to nature with paths and a space to run and be a young person and enjoy it. The youth of today will become

the leaders of tomorrow. Morgan Park should be preserved to help tomorrow's leaders maintain a connection to nature.

Third, wildlife cannot just live in an all-developed area and thrive. Nature is just not built that way. We should preserve what is left at Morgan Park so that future generations of nature can thrive. Morgan Park provides different shade and shelter than wildlife get on the sand dunes, so protecting a large range of habitats is important. Plus, if we can't help nature thrive and grow, it can't help us back.

Finally, I have thought about it, and we do have a whole bunch of restaurants and hotels and other businesses on Pensacola Beach and we probably don't really need another. "They paved paradise and put up a parking lot" situation on Pensacola Beach. Sure, Gulf Islands National Seashore is right next door, but this is one of the few spots left undeveloped in the Pensacola Beach area.

I would like to finish with my recommendations. Please preserve the remainder of Morgan Park. Please do it for the wildlife,

the different habitats, the youth of today and the leaders of tomorrow, and the overall well-being of Pensacola Beach.

CHAIRMAN CAMPANELLA: The next speaker is Deanna Harwell.

WHEREUPON,

DEANNA HARWELL

was called as a speaker, and after being duly sworn, testified as follows:

ATTORNEY STEBBINS: Miss, could you tell us your name for the record?

MISS HARWELL: My name is Deanna Harwell.

ATTORNEY STEBBINS: And your address?

MISS HARWELL: 2812 Clear Lake Place, Gulf Breeze, Florida.

ATTORNEY STEBBINS: Thank you. Please proceed.

MISS HARWELL: My name is Deanna Harwell and I am a Girl Scout Junior working on my Inside Government badge.

The park that we are talking about honors James P. Morgan. This park is not just any park, it's a memorial park, it's a

memorable park. When I have kids, I want to take them to this park and tell them about the times I went to the park with my family when I was younger.

The park is a wonderful and quiet place to have fun. I want the park to stay how it is forever, because it is like a little hideout that you can play in. I was happy to learn from the October 14 Pensacola News Journal article by Kimberly Blair that you were going to try to protect the rest of the park. I think that it was a very good idea. I think we should pass a law to protect the park so people can play there and have fun. We should also try to help preserve good habitat for our shore and coastal birds. I hope that you all understand what I think we should do.

ATTORNEY STEBBINS: Thank you very much.

CHAIRMAN CAMPANELLA: There are no other speakers.

ATTORNEY STEBBINS: Is there anybody else that would like to offer testimony and present any evidence on behalf of the zoning request? Being none, Mr. Chairman, I would recommend that the board move to close the

record at this time.

CHAIRMAN CAMPANELLA: Do I have a motion?

MEMBER BOHANNON: I move we close the record at this time.

MEMBER GANT: Second.

CHAIRMAN CAMPANELLA: Motion by Ms. Bohannon and a second by Mr. Gant. All in favor?

ATTORNEY STEBBINS: Indulge me, this is fun for me. At this time the board is free to deliberate on its own request or entertain a motion to grant the zoning request. It's your pleasure.

MEMBER PAVLOCK: I move that the board forward this on to the Board of County Commissioners with our recommendation for its approval.

MEMBER BOHANNON: Second.

CHAIRMAN CAMPANELLA: Motion by Mr. Pavlock and a second by Ms. Bohannon. Any discussion? All in favor? Opposed?

(Motion carried unanimously).

ATTORNEY STEBBINS: Mr. Chairman, that would conclude the quasi-judicial proceedings

if you'd like to close them at this point and announce the time.

CHAIRMAN CAMPANELLA: This quasi-judicial hearing is now over, the time being 5:18, I believe.

(Whereupon, the proceedings were concluded.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA
COUNTY OF ESCAMBIA

I, TERRY RUSHING HOFFMAN, Court Reporter and Notary Public in and for the State of Florida, do hereby certify:

That I was authorized to and did stenographically report the foregoing proceedings, and that the transcript is a true and complete record of my stenographic notes.

I further certify that I am neither counsel for nor related to any party to said action, nor am I financially interested in this proceeding.

DATED this 3rd day of December, 2013.

TERRY RUSHING HOFFMAN

TERRY RUSHING HOFFMAN
MY COMMISSION # EE884001
EXPIRES January 29, 2017
(407) 398-0153 FloridaNotaryService.com

PENSACOLA BEACH
SANTA ROSA ISLAND AUTHORITY

Board Members:

Thomas Campanella
Chairman

Tammy Bohannon
Vice-Chairwoman

Fred Gant
Secretary/Treasurer

Janice Gilley
Acting Secretary/Treasurer

Elwyn Guernsey
Dave Pavlock

W. A. "Buck" Lee
Executive Director

November 25, 2013

Mr. Lumon May, Chairman
Escambia County Board of County Commissioners
Post Office Box 1591
Pensacola, Florida 32597 – 1591

Dear Chairman May:

Section 13.03.00 of the Escambia County Code of Ordinances provides that changes to the 1988 Pensacola Beach Land Utilization Plan will first be heard by the SRIA board in a quasi–judicial proceeding, followed by final review and approval, denial or reprimand by the Escambia County Board of County Commissioners.

On November 20, 2013, the Santa Rosa Island Authority (SRIA) board of directors held a quasi – judicial proceeding during a special board meeting at 5:00 p.m. to consider rezoning request 2013-1, further outlined below. The Santa Rosa Island Authority board of directors recommends that the Escambia County Board of Commissioners take the following actions:

A. Review and either adopt, modify, or overturn the attached Santa Rosa Island Authority Rezoning recommendation for rezoning case PB 2013-01 or remand the case back to the Santa Rosa Island Authority; and

B. Authorize the Chairman to sign the Order of the Escambia County Board of County Commissioners for rezoning case PB 2013 -01;

Case No:	PB 2013-01
Parcel ID:	28-2S-26-0900-001-000
Location:	Morgan Park, Pensacola Beach Blvd.
Property Size:	.50 (+/-) acres
From:	CON/REC- PB (Conservation/Recreation – Pensacola Beach)
To:	PR – PB (Preservation –Pensacola Beach)
Requested by:	Santa Rosa Island Authority
Recommendation:	Approval

PENSACOLA BEACH
SANTA ROSA ISLAND AUTHORITY

The recommendation and documents in support of this recommendation are attached for your review.

Sincerely,

Thomas Campanella

Thomas Campanella, Chairman
Santa Rosa Island Authority

WAL: mb

attachments

PENSACOLA BEACH
SANTA ROSA ISLAND AUTHORITY

Board Members:

Thomas Campanella
Chairman

Tammy Bohannon
Vice-Chairwoman

Fred Gant
Secretary/Treasurer

Janice Gilley
Acting Secretary/Treasurer

Elwyn Guernsey
Dave Pavlock

W. A. "Buck" Lee
Executive Director

SANTA ROSA ISLAND AUTHORITY REZONING RECOMMENDATION

Re:	Santa Rosa Island Authority (SRIA) rezoning
Application Item # No:	PB 2013-01
Parcel ID:	28-2S-26-0900-001-000
Location:	Morgan Park, Pensacola Beach Blvd.
Property Size:	.50 (+/-) acres
Applicant:	Santa Rosa Island Authority (SRIA)
Future Land Use:	REC
Requested Action:	Rezone the above parcel from the current CON/REC-PB(Conservation/Recreation – Pensacola Beach) to PR–PB (Preservation –Pensacola Beach)

This matter was heard by the Santa Rosa Island Authority at a public hearing at 5:00 p.m. on November 6, 2013. Proper notice to surrounding property owners was served, and a notice of the hearing was published, as required. The Santa Rosa Island Authority recommends approval of the request, as submitted and offers the following documents in support of their decision:

Summary minutes of the November 20, 2013 Special Board meeting, which includes the following exhibits:

Exhibit "A" Santa Rosa Island Authority Land Use Presentation

It is hereby recommended that the rezoning request reclassifying the property from CON/REC – PB (Conservation/Recreation – Pensacola Beach), to PR – PB (Preservation – Pensacola Beach) be approved.

Hereby recommended this 20th day of November, 2013

Thomas Campanella

Thomas Campanella, Chairman
Santa Rosa Island Authority

BEFORE THE BOARD MEMBERS OF THE SANTA ROSA ISLAND AUTHORITY
QUASI-JUDICIAL HEARING

In Re: Rezoning Request
of Morgan Park, Pensacola Beach Boulevard
Pensacola Beach, Florida
_____/

Case No. 2013-1

FINAL DECISION AND RECOMMENDATION

The application of the Santa Rosa Island Authority Staff to rezone Morgan Park, Pensacola Beach Boulevard, Pensacola Beach, Florida from CON/REC-PB (Conservation/Recreation – Pensacola Beach) to PR-PB (Preservation-Pensacola Beach) was heard before the Board Members of the Santa Rosa Island Authority at a properly noticed quasi-judicial hearing on Wednesday, November 20, 2013 at 5:00 P.M.

Upon consideration of the testimony and evidence presented, the Board Members of the Santa Rosa Island Authority unanimously voted to recommend approval of the rezoning application of the Santa Rosa Island Authority Staff to rezone Morgan Park, Pensacola Beach Boulevard, Pensacola Beach, Florida from CON/REC-PB (Conservation/Recreation– Pensacola Beach) to PR-PB (Preservation-Pensacola Beach) to the Escambia County Board of County Commissioners.

Santa Rosa Island Authority

By: _____
Thomas Campanella
Chairman
Dated:

Attest: _____
Fred Gant
Secretary/Treasurer

Dated:

Attachment (Transcript & Exhibits)

SANTA ROSA ISLAND AUTHORITY
PENSACOLA BEACH, FLORIDA
SPECIAL BOARD MEETING/
QUASI-JUDICIAL HEARING
NOVEMBER 20, 2013
5:00 P.M.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. MOMENT OF MEDITATION
4. ADOPTION OF AGENDA
5. QUASI-JUDICIAL PROCESS EXPLANATION – MIKE STEBBINS
6. PUBLIC HEARINGS – CASE # PB 2013-01

Item #1 – Santa Rosa Island Authority (SRIA) – Public Hearing, Consideration of request to change the zoning for Morgan Park, Pensacola Beach Boulevard - from Rec/R-PB (Recreation /Retail – Pensacola Beach) to PR-PB (Preservation – Pensacola Beach).

Item # 2 – Discussion on proposed lease amendments and refinancing for Springhill Suites, Pensacola Beach. (Report by Mike Stebbins)

7. ADJOURNMENT.

THOMAS CAMPANELLA, CHAIRMAN
TAMMY BOHANNON, VICE CHAIRWOMAN
FRED GANT, SECRETARY TREASURER
JANICE GILLEY, ACTING SECRETARY/TREASURER
ED GUERNSEY, MEMBER
DAVE PAVLOCK, MEMBER
W.A. "BUCK" LEE, EXECUTIVE DIRECTOR

(Please note that the Santa Rosa Island Authority does not make verbatim transcripts of its meetings, although the meetings are tape-recorded. Any person desiring a verbatim transcript of a meeting of the Santa Rosa Island Authority will need to independently secure such verbatim transcript.)

November 20, 2013
Special Board Meeting
Quasi-Judicial Hearing
Item #1

Santa Rosa Island Authority (SRIA) – Public Hearing, Consideration of request to change the zoning for Morgan Park, Pensacola Beach Boulevard - from Rec/R-PB (Recreation /Retail – Pensacola Beach) to PR-PB (Preservation – Pensacola Beach).

Background:

SRIA Board approval was given to move forward with the rezoning of Morgan Park, Pensacola Beach Boulevard on October 9, 2013. Changing the zoning from the current Rec/R-PB to PR- PB would sustain its current environmentally sensitive and natural condition.

All required procedures for this Quasi-judicial hearing have been followed to the best of our ability. The hearing has been properly noticed and all properties located within a 500 feet radius have been informed (see attached). Upon SRIA approval the next stage in the rezoning process will be a public hearing by the Escambia County BCC on January 2, 2014.

Recommendation:

Staff recommends approval of the request to change the zoning for Morgan Park, Pensacola Beach Boulevard from Rec/R-PB (Recreation /Retail – Pensacola Beach) to PR-PB (Preservation – Pensacola Beach) and continue forward to the Escambia County BCC hearing.

Adopted By SRIA - 1-13-88
Ratified By BCC - 3-22-88

PENSACOLA BEACH
LAND UTILIZATION PLAN

FEBRUARY 1988

WALLACE ROBERTS & TODD, INC.
BARTON - ASCHMAN & ASSOCIATES, INC.
LAVENTHOL & HORWATH

for the

SANTA ROSA ISLAND AUTHORITY

Recreation Retail

Areas delineated as recreation retail are for retail establishments relating directly to a specific adjacent beach or other recreation area. Permitted uses include, sandwich, fast food and other eating establishments, beachwear and tourist related sundry shops, gift shops, amusements and rental of recreation facilities, e.g. surfboards, jet skis, sailboats, etc.

Commercial Hotel

Areas delineated as commercial hotel sites are intended primarily for hotel development in keeping with the hotel density guidelines established for hotel uses within the high density residential/commercial districts. This district also permits uses permitted in the recreation retail district.

→ Preservation

Areas delineated as preservation are environmentally sensitive and permanently set aside for the maintenance of all natural features. Such areas shall not be leased and public access shall not be encouraged but not necessarily prohibited.

→ Conservation/Recreation

Areas delineated as conservation/recreation are those set aside as open space where the need for recreation is balanced with the need for environmental conservation. Important natural site features, including dune formations, wetlands and areas of native vegetation shall not be eliminated or damaged. Depending on the specific characteristics of each site appropriate recreation uses may include, public parking, beach access boardwalks, nature trails, boat launching areas, docking facilities, picnic areas, restrooms, and other such related uses as may be approved by the Authority consistent with legal requirements presently in force. Other uses may be approved by the Santa Rosa Island Authority subject to appropriate studies which demonstrate that such uses are environmentally sound and in the public interest. Although all gulf front beaches are placed in the Conservation/Recreation Category only dune crosswalks and parking nodes shall be approved east of Avenida 10.

The Santa Rosa Island Authority also retains the authority to establish temporary preservation areas within areas designated for conservation/recreation where such designations are needed to restrict public access and restore native vegetation.

SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: QUASI-JUDICIAL PROCEDURE—DEVELOPMENT OR LAND USE CHANGES
ADOPTED: 10-30-96
AMENDED: 8-13-08
DEPT. ADMINISTRATION & LEASING

The following policy is hereby duly enacted by the Santa Rosa Island Authority ("SRIA") and specifically pertains to option or lease amendments involving lease option and lease development changes, and other land use changes to the 1988 Pensacola Beach Land Utilization Plan.

Definitions:

1. An "option or lease development change" is any change to the current usage of the real property at issue which requires a change in a lease option or in a lease itself.

2. "Other land use changes" include, but are not limited to, requested changes in the prescribed density 01- category of permissible use set by the 1988 Pensacola Beach Land Utilization Plan.

3. An "adversely-affected person" is a person who will suffer a negative effect to a protected interest as a result of the option or lease development change sought by the applicant. The alleged adversely-affected interest may be shared in common with other members of the community at large, but shall exceed in degree the general interests in the community good shared by all persons.

4. An "applicant" is a person, corporation or other legal entity who or which files with the Santa Rosa Island Authority an application for an action involving an option or lease development change.

5. The "committee" shall mean the body of person who make a recommendation to the SRIA Board based upon the staff recommendation and testimony presented at the committee meeting.

Procedure

See attached Rezoning Application Instructions and Application Packages

The SRIA staff shall review the application and all other documents necessary to make a recommendation to the committee or the SRIA Board, as appropriate.

REZONING APPLICATION INSTRUCTIONS AND APPICATION FORMS

Prior to submitting your rezoning packet, it is very important for you to make an appointment to discuss the proposed application and any possible alternatives. This will prevent any unnecessary expenditure of funds to third parties (i.e. title company, postage, etc.) in the event that it is determined that there is an alternative. No refunds for fees will be given. Please call 932-2257 and ask for Development Services Department.

In order for the rezoning request to proceed in a timely manner, all items on the application forms and checklist must be completed and submitted prior to the deadline. Any incomplete application or application submitted after the deadline will not be accepted by Staff. Fees cannot be waived and are non-refundable regardless of the decision.

- **The Applicant or Agent MUST BE PRESENT at the rezoning hearing, and it is the Applicant's burden to show consistency with all rezoning criteria listed herein.**

An application is not considered complete until all the following information is received:

1. Original letter of request, typed or written in blue ink (dated, signed & notarized – notarization is only necessary if an agent will be used). The letter of request **must** include the current and requested zoning district.
2. Original completed application form, filled out in **blue ink.**
3. Attachments listed on the checklist on page 2. (originals as indicated)
4. Application fees (Checks should be made payable to the Santa Rosa Island Authority)

Rezoning Fee $1,000

** Lots separated by a street or roadway or by other lots/parcels are not considered contiguous. All lots must be owned by the same applicant.

5. The subject property that a rezoning request is submitted must already have a street number for the address. Should the subject property not already have a street address, the SRIA must approve the issuance of new address.

Staff rezoning criteria worksheet

Case number:	PB 2013 -01
Prepared By:	Paolo Ghio, Director of Development Services
Reviewed by:	W. A. "Buck" Lee, Executive Director

I. SUBMISSION DATA:

By and For:	The Santa Rosa Island Authority
Telephone:	(850) 932-2257
PARCEL ID NUMBER:	28-2S-26-0900-000-000
PROPERTY ADDRESS:	Morgan Park, Pensacola Beach
FUTURE LAND USE:	PR-PB (Preservation – Pensacola Beach)

II. REQUESTED ACTION:

REZONE:

From:	CON/REC-PB (Conservation/Recreation – Pensacola Beach
To:	PR-PB (Preservation – Pensacola Beach)

STAFF RECOMMENDATION:

III. RELEVANT AUTHORITY

(1) Chapter 24500, Florida Statutes
(2) Escambia Co. Comprehensive Plan
(3) Escambia Co. Land Development Code
(4) 1988 Pensacola Beach Land Utilization Plan
(5) Bd. Of Co. Comm. of Brevard Co., FL v. Snyder, 620 so. 2d 469 (Fla.993)
(6) Resolution 96-4 (Quasi-judicial Proceedings)
(7) Resolution 96-13 (Ex-parte Communications)

STAFF REZONING CRITERIA WORKSHEET

I. CRITERIA:

CRITERION (1)
Consistent with Comprehensive Plan.
Whether the proposed amendment is consistent with the Comprehensive Plan.

FINDINGS-OF-FACT
The proposed amendment is consistent with the Comprehensive Plan MU-5 (Mixed Use). The existing property is being used as a Memorial Park and Botanical Garden. The adjoining properties are designed Con/Rec-PB with picnic shelters & related facilities, service concessions, public beaches, public safety facilities, public rest shelters and restrooms, open parks and play area, public parking areas, boat launching facilities, lifeguard facilities. Nature trails, conservation areas, walkways to preserve dunes, small concession limited to food and drinks.

CRITERION (2)
Consistent with this Code
Whether the proposed amendment is in conflict with any portion of this code, and is consistent with the stated purpose and intent of this code.

FINDINGS-OF-FACT
The intent of the 1988 Pensacola Beach Land Use Plan was to delineate areas of the beach for the purpose of providing compatible adjacent uses. The area in question was dedicated as a Memorial Park to Dr. James P. Morgan, renowned coastal geologist, and was designed as a botanical garden highlighting native plants and as an educational tool for residents and visitors to the Island. The proposed use allows the area to permanently maintain its natural and environmental sensibility for the use and enjoyment of residents and visitors, as well as an attractive asset and a valuable learning tool.

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

FINDINGS-OF-FACT
The proposed amendment is compatible with the existing and proposed uses already established in the area. The proposed use allows the area to permanently maintain its natural and environmental sensibility for the use and enjoyment of residents and visitors, as well as an attractive asset and a valuable learning tool.

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

FINDINGS-OF-FACT
The proposed amendment will not change any conditions or use of the existing property. The property will continue to be used as a Memorial Park and Botanical Garden for the general public.

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

FINDINGS-OF-FACT
The proposed amendment will have no additional adverse impact on the existing environment.

CRITERION (6)
Development patterns,
Whether the extent to which the proposed amendment would result in a logical and orderly development pattern.

FINDINGS OF FACT
The proposed amendment is complementary with the existing uses already established in the area.

CONCLUSION

Based on substantial competent evidence presented by SRIA staff, the SRIA found that the proposed change meets the criteria, and therefore recommends approval of the requested rezoning, subject to approval from the Escambia County Board of County Commissioners.

Note: The above technical comments and conclusion are based upon information available to Staff prior to the public hearing; the public hearing testimony may reveal additional technical information.

ORDINANCE NUMBER 2014-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 13, SECTION 13.03.00, THE OFFICIAL FUTURE LAND UTILIZATION MAP (ZONING) OF THE 1988 PENSACOLA BEACH LAND UTILIZATION PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose and Intent.

The Official Future Land Utilization Map of the 1988 Pensacola Beach Utilization Plan of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances (1999), the Land Development Code of Escambia County, Florida, as amended: Article 13, Section 13.03.00, and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended as follows:

Case No.:	**PB 2013-01**
Address:	Morgan Park, Pensacola Beach Blvd.
Property Reference No.:	28-2S-26-0900-000-000
Property Size:	.50 (+/-) acres
From:	Con/Rec-PB, Conservation/Recreation
To:	PR-PB, Preservation
FLU Category:	Rec, Recreation

Section 2. Severability.

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

Section 3. Inclusion in Code.

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

Section 4. Effective Date.

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

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

Dates of Advertisements and notices for Morgan Park Re-ZONE

October 10, 2013 - Certified notices mailed to leaseholders within a 500'radius of subject leasehold

October 11, 2013 – Sign posted on leasehold premises advertising rezoning hearings

October 16, 2013 - Advertisement for rezoning hearings in Pensacola News Journal

PENSACOLA News Journal pnj.com

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

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

Notice of Public hearing

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

October 16, 2013

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

Sworn to and subscribed before me this **16th Day** of **October, 2013**, by **Virginia Hollingsworth**, who is personally known to me.

Virginia Hollingsworth Affiant

Notary Public

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

NOTICE OF PUBLIC HEARING
BEFORE THE SANTA ROSA ISLAND AUTHORITY

NOTICE IS HERBY GIVEN of the intention of the Santa Rosa Island Authority (SRIA) to hold a quasi - judicial hearing pursuant to Section 13.03.00 of Escambia County Land Development Code, beginning at 5:00 p.m. Wednesday, November 20, 2013, in the SRIA Board Meeting Room, I Via De Luna, Pensacola Beach, Florida to consider the following land use change (rezoning) request under part III of the Escambia County Code of Ordinances (1999), the Land Development Code, as Amended:

Case No:	PB 2013-01
Parcel ID:	28-2S-26-0900-000-000
Location:	Morgan Park (Pensacola Beach Blvd.)
Property Size:	.50 (+/-) acres
From:	Con/Rec-PB (Conservation / Recreation - Pensacola Beach)
To:	PR-PB (Preservation - Pensacola Beach)
Requested By:	The Santa Rosa Island Authority

Within 15 days, the Santa Rosa Island Authority will issue a recommended order to the Board of County Commissioners (BCC) for review during the BCC meeting to be held at 5:45 p.m. Thursday, January 2, 2014 in the Board Meeting Room, First Floor, Escambia County Courthouse, 223 S. Palafox Place, Pensacola, Florida and whose decision shall be final.

Please note: to reserve your right to speak regarding these rezoning issues at the Board of County Commissioners hearing, you must attend and speak on the record at the Public Hearing before the Santa Rosa Island Authority.

Any person who decides to appeal any decision of the Santa Rosa Island Authority with respect to any matter considered at the Public Hearing before the Santa Rosa Island Authority will need a record of the proceedings, and for such purposes, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing special accommodation or an interpreter to participate in the public hearing should contact Melody Bolster, Assistant Manager to the Director of Development Services, at 932-2257 at least seven days prior to the date of the hearing. If you have any questions, please contact the Department of Administration of the Santa Rosa Island Authority at 932-2257.

Legal No. 1610663 1T October 16, 2013

GULF BREEZE MAIN PO
GULF BREEZE, Florida
325619998
1143840968 -0099
10/10/2013 (850)932-0156 02:40:50 PM

Sales Receipt

Product Description	Sale Qty	Unit Price	Final Price
33c Apples PSA	4	$0.33	$1.32

Total: $1.32

Paid by:
Cash $2.00
Change Due: -$0.68

Order stamps at usps.com/shop or call 1-800-Stamp24. Go to usps.com/clicknship to print shipping labels with postage. For other information call 1-800-ASK-USPS.
****
****
Get your mail when and where you want it with a secure Post Office Box. Sign up for a box online at usps.com/poboxes.
****
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Bill#: 1000100787562
Clerk: 04

All sales final on stamps and postage
Refunds for guaranteed services only
Thank you for your business
****
****
HELP US SERVE YOU BETTER

Go to: https://postalexperience.com/Pos

TELL US ABOUT YOUR RECENT
POSTAL EXPERIENCE

YOUR OPINION COUNTS
****
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Customer Copy

Post Cards

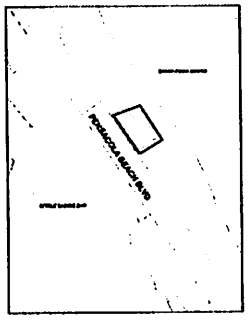
NOTICE OF PUBLIC HEARING

ɔu are receiving this courtesy notice to inform you of a rezoning quest for a property located within 500 feet of your property.

ıe following rezoning request under Part III of the Escambia County ɔde of Ordinances, the Land Development Code will be heard at two ıasi-judicial public hearings. The first is scheduled to be heard before the anta Rosa Island Authority Board at 5:00 p.m., Wednesday, November), 2013, in the SRIA Board Meeting Room, I Via de Luna, Pensacola ɜach, Florida. The second hearing is anticipated to be heard before the ɔard of County Commissioners (BCC) at 5:45 p.m., January 2, 2014 at e Ernie Lee Magaha Governmental Building, Board Meeting Room, First oor, and 221 Palafox Place, Pensacola, Florida:

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roperty Size: .50 (+/-) acres
rom: Con/Rec–PB (Conservation / Recreation – Pensacola Beach)
ɒ: PR-PB (Preservation – Pensacola Beach)

equested By: The Santa Rosa Island Authority



he Santa Rosa Island Authority will render a recommendation regarding ıis rezoning request to the BCC, who will review the record and who will ɜnder a final decision. All decisions by the BCC are final and appealable.

'lease note: To reserve your right to address this rezoning request t the BCC meeting, you must be present and give testimony on the ɜcord at the Santa Rosa Island Authority.

ıhould you have any questions or comments, please contact the)evelopment Services Department at 850-932-2257, 1 Via de Luna, 'ensacola Beach, Florida.

Board of County Commissioners of Escambia County

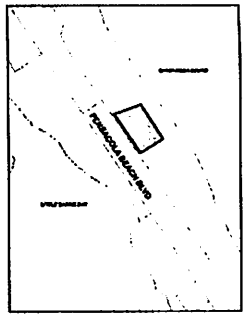
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Board of County Commissioners of Escambia County

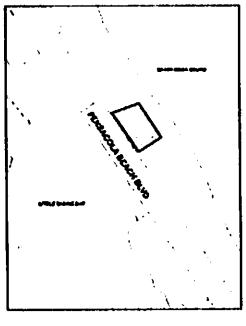
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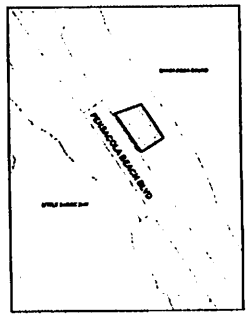
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Board of County Commissioners of Escambia County

PENSACOLA BEACH
SANTA ROSA ISLAND AUTHORITY
Post Office Box 1208 • Pensacola Beach, Florida • 32562-1208

To:

Gregory M. Pupchek
P O Box 1512
Pensacola, FL 32591

PENSACOLA BEACH
SANTA ROSA ISLAND AUTHORITY
Post Office Box 1208 • Pensacola Beach, Florida • 32562-1208

To:

Mark F. McDaniel
264 Sabine Dr.
Pensacola, FL 32514

PENSACOLA BEACH
SANTA ROSA ISLAND AUTHORITY
Post Office Box 1208 • Pensacola Beach, Florida • 32562-1208

To:

Bonifay Water Sports
c/o John Ehrenreich
P O Box 455
Gulf Breeze, FL 32562

PENSACOLA BEACH
SANTA ROSA ISLAND AUTHORITY
Post Office Box 1208 • Pensacola Beach, Florida • 32562-1208

To:

Emerald Coast Utilities Authority
P O Box 15311
Pensacola, FL 32514

Bonifay Water Sports
c/o John Ehrenreich
P O Box 455
Gulf Breeze, FL 32562

Mark F. McDaniel
264 Sabine Dr.
Pensacola, FL 32514

Emerald Coast Utilities Authority
P O Box 15311
Pensacola, FL 32514

Gregory M. Pupchek
P O Box 1512
Pensacola, FL 32591

Bonifay Water Sports
c/o John Ehrenreich
P O Box 455
Gulf Breeze, FL 32562

Easy Peel® Labels
Use Avery® Template 5160®
Feed Paper
Bend along line to expose Pop-up Edge™
AVERY® 5160®
Sens de chargement
Repliez à la hachure afin de révéler le rebord Pop-up™
Étiquettes faciles à peler
Utilisez le gabarit AVERY® 5160®
www.avery.com
1-800-GO-AVERY


ESCAMBIA COUNTY FLORIDA
NOTICE OF
PUBLIC HEARING
REZONING
CASE NO.: PB-2013 -01
CURRENT ZONING: CON/REC-PB
PROPOSED ZONING: PR/PB
SRIA BOARD
DATE: 11/20/2013 TIME: 5:00 P.M.
LOCATION OF HEARING
SANTA ROSA ISLAND AUTHORITY
MAIN OFFICE
1 VIA De LUNA DRIVE
SRIA MEETING ROOM
BOARD OF COUNTY COMMISIONERS
DATE: 1/2/2014 TIME: 5:45 P.M.
LOCATION OF HEARING
ESCAMBIA COUNTY GOVERNMENT CENTER
221 PALAFOX PLACE
1ST FLOOR BOARD MEETING ROOM
FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL
DEVELOPMENT SERVICES AT 932-2257
PLEASE DO NOT REMOVE THIS SIGN
PROPERTY OF ESCAMBIA COUNTY


10/17/2013


Morgan
Park
10/17/2013


Morgan
Park
10/17/2013



DESCRIPTION & SKETCH
MORGAN PARK
A PORTION OF SANTA ROSA ISLAND, PENSACOLA BEACH, FLORIDA



LEGEND

R/W — RIGHT-OF-WAY
P.O.B. — POINT OF BEGINNING
P.O.C. — POINT OF COMMENCEMENT
N=496635.903 E=1133942.962 — STATE PLANE COORDINATE VA
● — SET CAPPED IRON ROD NO.
● — EXISTING CAPPED IRON ROD

DESCRIPTION – MORGAN PAR

(AS PREPARED BY BASKERVILLE–DONOVAN,

COMMENCE AT THE SOUTHEAST CORNER OF
AS RECORDED IN PLAT BOOK 5 AT PAGE
POINT BEING ON THE WEST RIGHT-OF-WA
VARIES) AND HAVING A STATE PLANE COO
NORTH 33 DEGREES 49 MINUTES 03 SE
1181.76 FEET; THENCE DEPARTING SAID WE
SECONDS EAST A DISTANCE OF 115.00 FE
BEACH BOULEVARD, SAID POINT BEING TH
NORTH 496570.724, EAST 1133845.664; T
ALONG SAID EAST RIGHT-OF-WAY LINE A D
LINE, PROCEED NORTH 68 DEGREES 46
PROCEED SOUTH 33 DEGREES 49 MINUTE
SOUTH 56 DEGREES 10 MINUTES 57 SECON

LYING IN AND BEING A PORTION OF UNSE
ESCAMBIA COUNTY, FLORIDA AND CONTAININ

GENERAL NOTES

1. NORTH AND THE SURVEY DATUM S
SYSTEM (NAD83), THE PLAT OF F
DEPARTMENT OF TRANSPORTATION
MONUMENTATION.
2. NO TITLE SEARCH, TITLE OPINION, O
SUBJECT PROPERTY. THERE MAY BE
BUILDING SETBACKS, RESTRICTIVE
BOUNDARIES OR USE OF THE SUBJE
3. THIS IS A NEW PARCEL SURVEYED F
4. IMPROVEMENTS OTHER THAN SHOWN
5. A LIMITED FIELD SURVEY WAS PE
REPRESENT A BOUNDARY SURVEY.

SURVEYOR'S CERTIFICA

THE SURVEY SHOWN HEREON WA
STANDARDS SET FORTH BY THE
MAPPERS IN CHAPTER 5J-17 OF
472.027 FLORIDA STATUTES TO

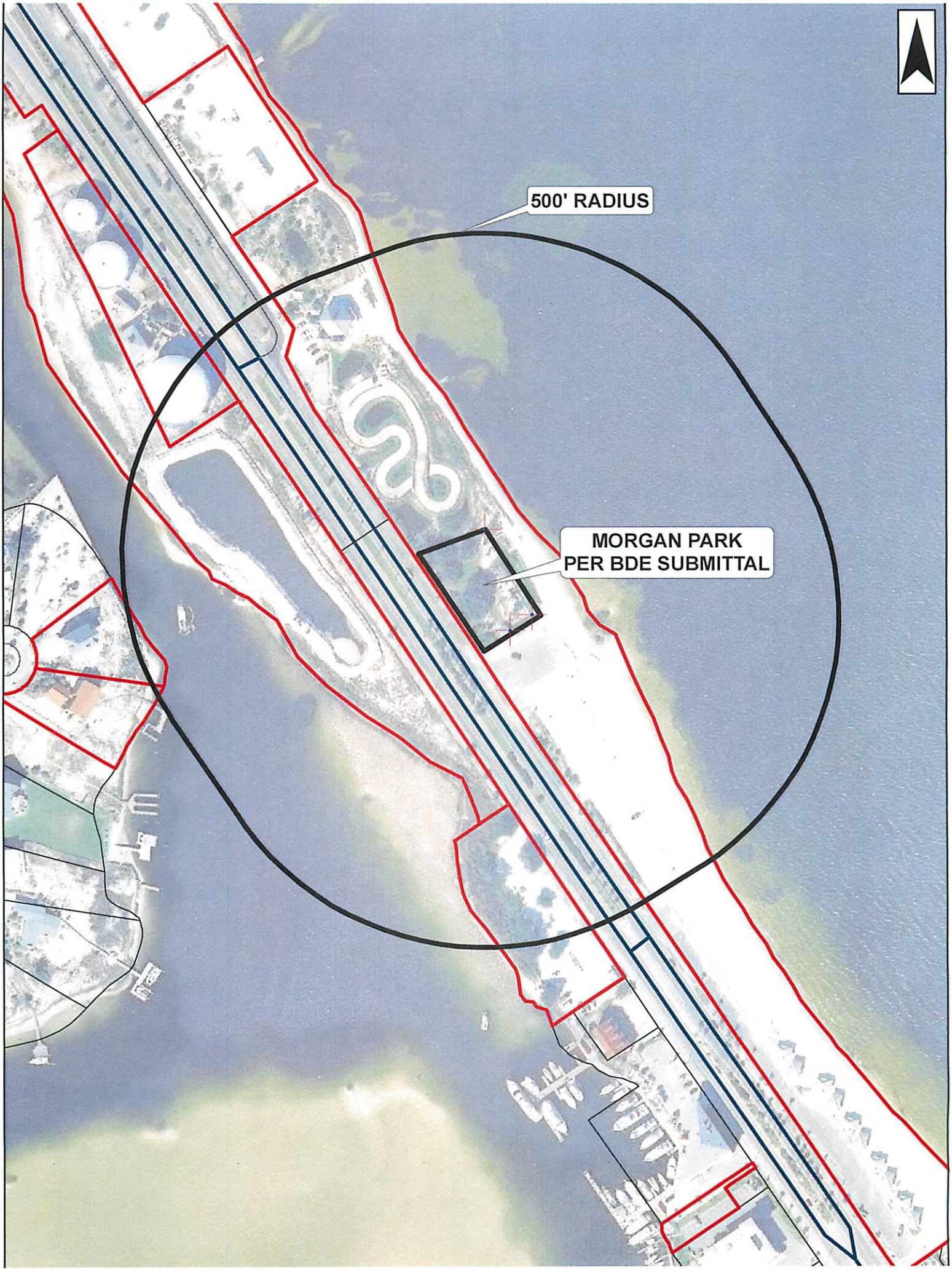
FOR: BASKERVILLE–DONOVAN
CORPORATE NUMBER 03

BY: C:\Users\rschestnut\Deskt

ROBERT SCOTT MILLS
FLORIDA REGISTRATION

ROBERT SCOTT MILLS CERTIFICATE NO. 5509 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

K:\SURVEY\258 Escambia County\25893.05\DWG\MORGAN PARK.dwg, Nov 20, 2013 - 9:33:02AM, mlangston


500' RADIUS
MORGAN PARK
PER BDE SUBMITTAL



SRIA 2013-01
AERIAL MAP

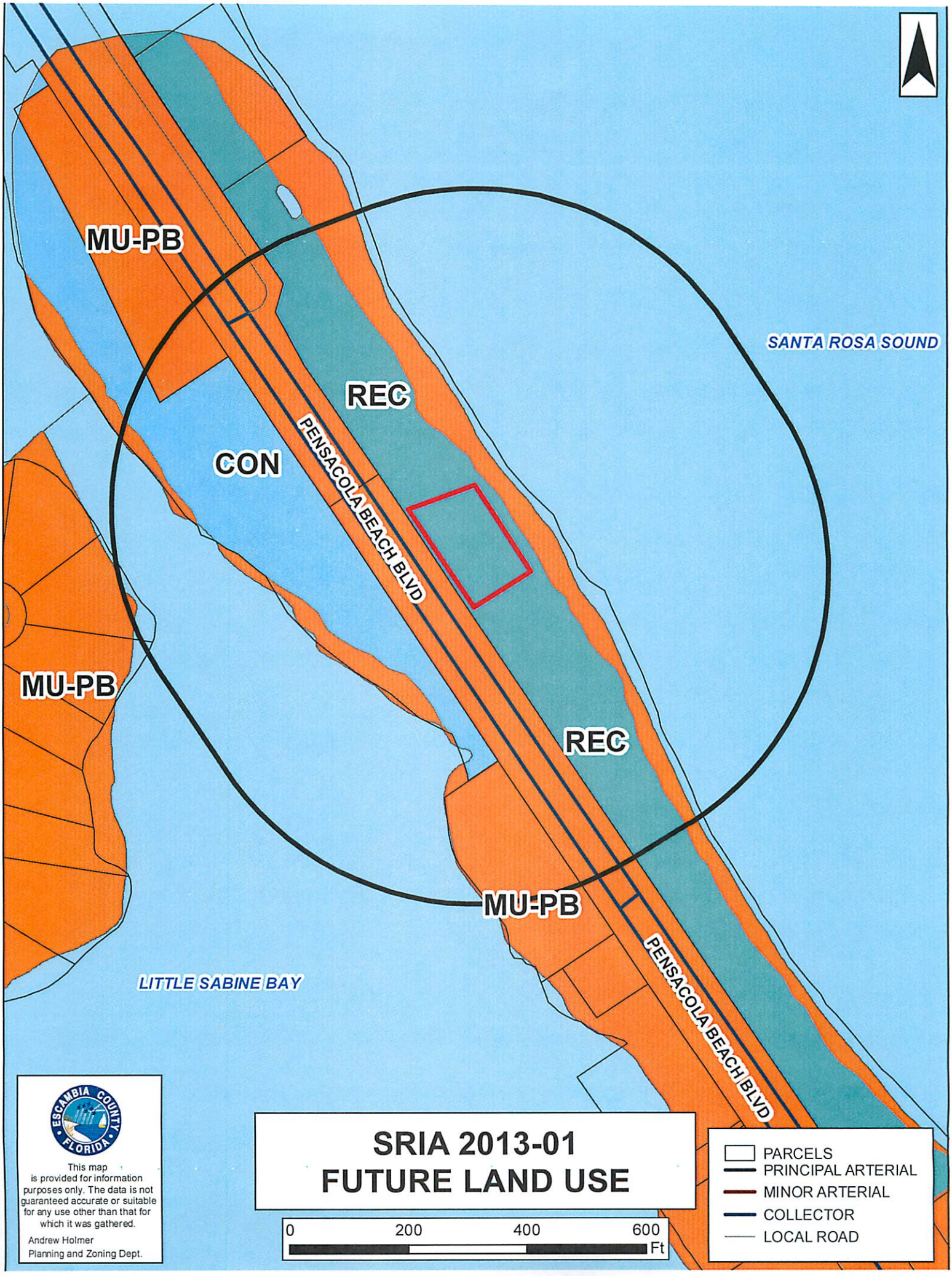
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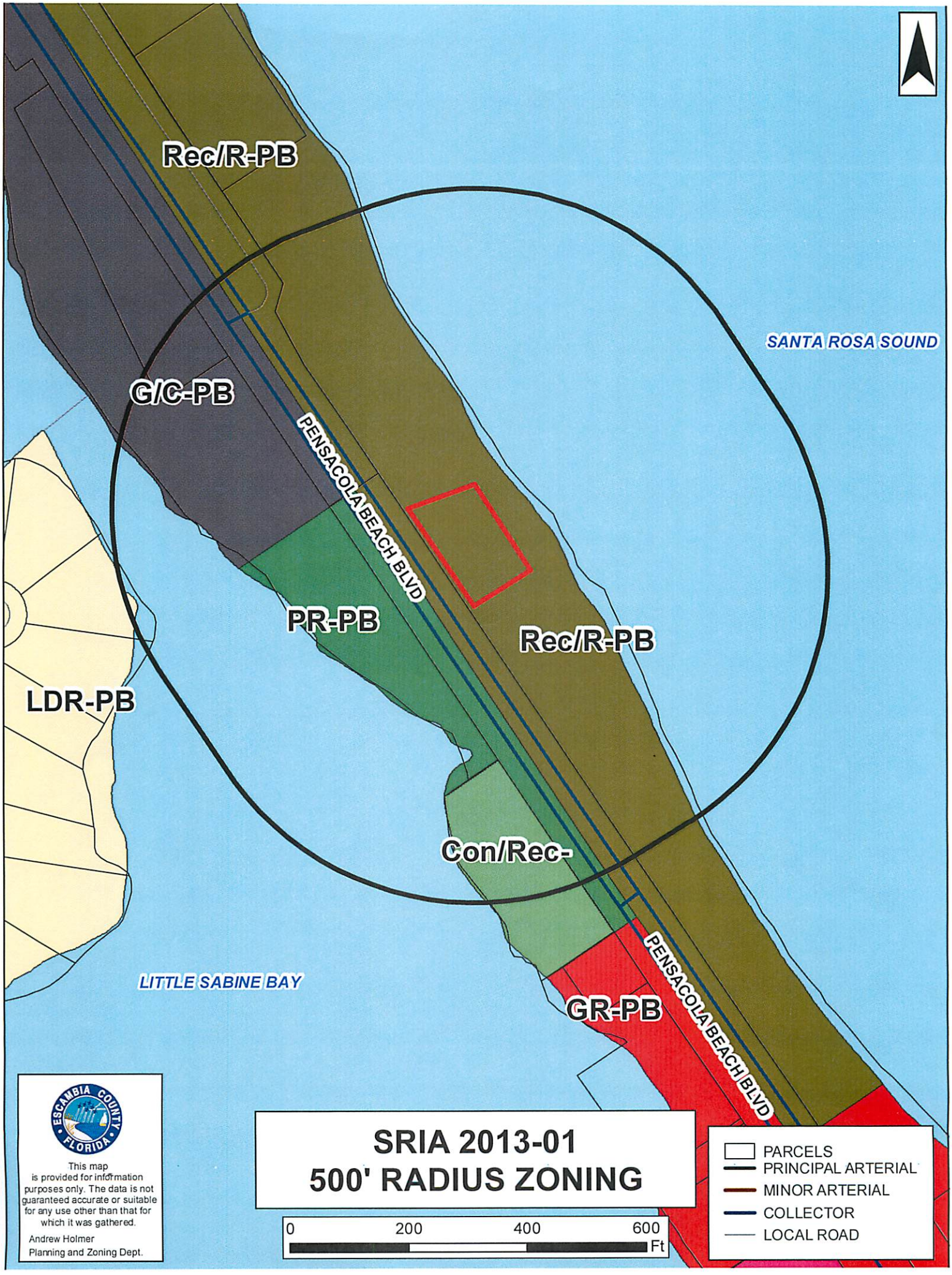
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

ESCAMBIA COUNTY FLORIDA

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

Andrew Holmer
Planning and Zoning Dept.


MU-PB
SANTA ROSA SOUND
REC
CON
PENSACOLA BEACH BLVD
MU-PB
REC
MU-PB
LITTLE SABINE BAY
PENSACOLA BEACH BLVD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
SRIA 2013-01
FUTURE LAND USE
0
200
400
600
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


Rec/R-PB
SANTA ROSA SOUND
G/C-PB
PENSACOLA BEACH BLVD
PR-PB
Rec/R-PB
LDR-PB
Con/Rec-
LITTLE SABINE BAY
GR-PB
PENSACOLA BEACH BLVD
SRIA 2013-01
500' RADIUS ZONING
0
200
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for infdrmation purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


SANTA ROSA SOUND
PENSACOLA BEACH BLVD
NARVAEZ DR
SABINE DR
LITTLE SABINE BAY
VIA DE LUNA DR
CASINO BEACH BOARDWALK
FORT PICKENS RD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
SRIA 2013-01
LOCATION MAP
0
750
1,500
2,250
Ft
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5487 **Growth Management Report 9. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 01/02/2014
Issue: 5:45 p.m. - Public Hearing - Amendment to the Official Zoning Map
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on December 2, 2013 and Santa Rosa Island Authority on November 20, 2013; and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning cases Z-2013-21, Z-2013-22, Z-2013-23, Z-2013-25, and Z-2013-26 were heard by the Planning Board on December 2, 2013. Rezoning case PB-2013-01 was heard by the Santa Rosa Island Authority on November 20, 2013. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board and Santa Rosa Island Authority's recommendation and the LDC Map Amendment for this month's rezoning cases.

The previous report item addresses the Board's determination regarding the Planning Board and Santa Rosa Island Authority's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

This Ordinance is coordinated with the County Attorney's Office, the Development Services Department and interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance RZ

Draft Ordinance PB-2013-01

ORDINANCE NUMBER 2014-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.02.00, THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose and Intent.

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances (1999), the Land Development Code of Escambia County, Florida, as amended: Article 6, Section 6.02.00, and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended, as follows.

Case No.:	**Z-2013-21**
Address:	6800 & 6806 Pine Forest Rd
Property Reference No.:	25-1S-31-4301-000-001 25-1S-31-4301-000-000
Property Size:	1.48 (+/-) acres
From:	C-1, Retail Commercial District (cumulative) (25 du/acre)
To:	C-2NA, General Commercial and Light Manufacturing District, Bars, Nightclubs, and Adult Entertainment are Prohibited Uses (cumulative) (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban

Case No.:	**Z-2013-22**
Address:	2842 Nowak Dairy Rd
Property Reference No.:	36-1N-31-2000-000-000
Property Size:	12.31 (+/-) acres
From:	VAG-2, Villages Agriculture Districts, Gross Density (one du/five acres)
To:	VR-1, Villages Rural Residential Districts, Gross Density (one du/four acres)
FLU Category:	MU-S, Mixed Use Suburban

DRAFT

Case No.:	**Z-2013-23**
Address:	Airway Drive
Property Reference No.:	12-1S-30-2001-001-001
Property Size:	68.00 (+/-) acres
From:	S-1, Outdoor Recreational District (noncumulative)
To:	R-5, Urban Residential/Limited Office District, (cumulative) High Density
FLU Category:	MU-U, Mixed-Use Urban

Case No.:	**Z-2013-25**
Address:	5580 Pensacola Blvd
Property Reference No.:	47-1S-30-1101-002-064
Property Size:	1.64 (+/-) acres
From:	C-1, Retail Commercial District (cumulative)(25 du/acre)
To:	C-2NA, General Commercial and Light Manufacturing District, Bars, Nightclubs, and Adult Entertainment are Prohibited Uses (cumulative) (25 du/acre)
FLU Category:	C, Commercial

Case No.:	**Z-2013-26**
Address:	Mobile Hwy
Property Reference No.:	39-1S-31-1302-000-001
Property Size:	4.51 (+/-) acres
From:	C-1, Retail Commercial District (cumulative) and R-2, Single-Family District (cumulative), Low-Medium Density
To:	R-3 One-Family and Two-Family District, (cumulative) Medium Density
FLU Category:	MU-U, Mixed-Use Urban

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.

DRAFT

Section 3. Inclusion in Code.

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

Section 4. Effective Date.

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

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

ORDINANCE NUMBER 2014-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 13, SECTION 13.03.00, THE OFFICIAL FUTURE LAND UTILIZATION MAP (ZONING MAP) OF THE 1988 PENSACOLA BEACH LAND UTILIZATION PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose and Intent.

The Official Future Land Utilization Map of the 1988 Pensacola Beach Utilization Plan of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances (1999), the Land Development Code of Escambia County, Florida, as amended: Article 13, Section 13.03.00, and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended, as follows.

Case No.:	**PB 2013-01**
Address:	Pensacola Beach Blvd
Property Reference No.:	28-2S-26-0900-000-000
Property Size:	.50 (+/-) acres
From:	Con/Rec-PB, Conservation/Recreation
To:	PR-PB, Preservation
FLU Category:	Rec, Recreation

Section 2. Severability.

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

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2012); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article,” or such other appropriate word or phrase in order to accomplish such intentions.

DRAFT

Section 4. Effective Date.

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

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5460 **Growth Management Report 9. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 01/02/2014
Issue: 5:46 p.m. - A Public Hearing - Large Scale Amendment 2013-01 Airway Drive
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map.

That Board of County Commissioners (BCC) review and adopt the Large Scale Amendment (LSA) 2013-01 Map amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan, as amended; amending the future land use map designation.

At the October 7, 2013 Planning Board meeting, the Board recommended approval to the BCC for transmittal to the Department of Economic Opportunity (DEO). At the November 7, 2013 BCC meeting, the Board approved the transmittal to DEO.

BACKGROUND:

Requests a future land use (FLU) map amendment to change the future land use category of a 69.462 (+/-) acres parcel from Public FLU to Mixed-Use Urban FLU. The applicant has indicated that the proposed development is for 90 single family residences and 480 multifamily units on-site.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Stephen West, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance

Clean Copy Ordinance

Adoption Package

ORDINANCE NUMBER. 2014-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," PROVIDING FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 12, TOWNSHIP 1S, RANGE 30W, PARCEL NUMBER 2001-001-001, TOTALING 69.462 ACRES, LOCATED OFF AIRWAY DRIVE AND SOUTH OF NINE MILE ROAD, FROM PUBLIC (P) TO MIXED USE-URBAN (MU-U); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

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

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

DRAFT

Section 1. Purpose and Intent

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

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2013-01."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use change:

> Parcel identification number 12-1S-30-2001-001-001, totaling 69.462 acres, as more particularly described by Preble-Rish, Inc., Consulting Engineers and Surveyors, in the boundary survey dated August 20, 2013, attached as Exhibit A, from Public (P) to Mixed-Use Urban (MU-U).

Section 4. Severability

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

Section 5. Inclusion in the Code

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

DRAFT

Section 6. Effective Date

Pursuant to Section 163.3184(3)(c) 4, Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

ORDINANCE NUMBER. 2014-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," PROVIDING FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 12, TOWNSHIP 1S, RANGE 30W, PARCEL NUMBER 2001-001-001, TOTALING 69.462 ACRES, LOCATED OFF AIRWAY DRIVE AND SOUTH OF NINE MILE ROAD, FROM PUBLIC (P) TO MIXED USE-URBAN (MU-U); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

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

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

Section 1. Purpose and Intent

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

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2013-01."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use change:

> Parcel identification number 12-1S-30-2001-001-001, totaling 69.462 acres, as more particularly described by Preble-Rish, Inc., Consulting Engineers and Surveyors, in the boundary survey dated August 20, 2013, attached as Exhibit A, from Public (P) to Mixed-Use Urban (MU-U).

Section 4. Severability

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

Section 5. Inclusion in the Code

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or 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

Pursuant to Section 163.3184(3)(c) 4, Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

Florida Department of Transportation

RICK SCOTT
GOVERNOR

District Three Planning Department
1074 Highway 90
P.O. Box 607, Chipley, FL 32428
Phone: (850) 638-0250 Fax: (850) 415-9149

ANANTH PRASAD, P.E.
SECRETARY

December 4, 2013

Mr. Horace Jones, Interim Director
Escambia County Development Services
3363 West Park Place
Pensacola, Florida 32505

Subject: Escambia County 13-8ESR

Dear Mr. Jones:

We have completed our review of Escambia County's proposed comprehensive plan amendment. The amendment package includes a future land use change for approximately 70 acres located on the west side of Airway Road from Public FLU to Mixed-Use Urban FLU. A traffic analysis based on the proposed use was not provided with the amendment package. The subject property is just south of US 90 (SR 10) and east of US 29. It should be noted that US 29 is a Strategic Intermodal System (SIS) facility and the US 29 and I-10 interchange is located well within a 2 mile radius of the subject property.

The staff analysis included with the amendment package (page 2) states, "the maximum density for any future new development on the Mixed-Use Urban parcel is 25 dwelling units per acre and a non-residential maximum intensity of 2.0 floor area ratio (FAR)." Also, page 2 states, "The test for concurrency shall be met and the determination of concurrency shall be made prior to the approval of an application for a development order or permit that contains a specific plan for development, including the densities and intensities of the proposed development."

According to the current Florida-Alabama TPO Congestion Management Process Plan US 29 from I-10 to SR 10 (US 90A) is currently failing to meet the adopted LOS standard; however, there is a project in the Department's Five Year Work Program – FM# 218603 that will add additional lanes and is estimated to begin construction in year 2016.

SR 10 (US 90A) from US 29/SR 95 to University Parkway is projected in year 2016 to fail to meet the adopted LOS standard and there are no projects in the Department's work program to address the projected deficiency. Additional trips added to this segment of SR 10 from this potential development would allow additional degradation to occur.

The Department recommends that a transportation analysis be prepared in support of the proposed amendment that includes a build out scenario at the allowable maximum development potential to demonstrate that available transportation infrastructure is available to accommodate the proposed FLU change.

The Department appreciates the opportunity to participate in the review process and if we can be of further assistance, please feel free to give me a call at (850) 330-1530.

Sincerely,



Virgie Bowen, AICP
Planning Department

Vb/

Copies: Ray Kirkland – D3
Jim Wood - MS 28
Jim DeVries – D3
Ray Eubanks – DEO

FLORIDA DEPARTMENT OF EDUCATION

STATE BOARD OF EDUCATION

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Pam Stewart
Commissioner of Education

December 5, 2013

Mr. Horace Jones, Interim Department Director
Escambia County Development Services Department
3363 West Park Place
Pensacola, Florida 32505
Via E-mail: hljones@co.escambia.fl.us

Dear Mr. Jones:

Re: Escambia County 13-8 ESR

On November 18, 2013, the Department of Economic Opportunity notified the Florida Department of Education of receipt of Escambia County's proposed 13-8 amendment. According to the department's responsibilities under section 163.3184(3)(b), Florida Statutes, I reviewed the amendment package considering provisions of chapter 163, part II, F.S., and to determine whether the proposal, if adopted, would have potential to create adverse effects on public school facilities.

The proposal relates to the proposed Smart Living development located on Airway Drive, w would provide for up to 90 single family and 480 multifamily dwellings. Because an analysis of the potential effects on public school facilities was not included in the support documents, I contacted the Escambia County school district to request the analysis (see s. 163.3177(6)(a)8.a., F.S., which I received on December 4, 2013 (enclosed). Based on the school district's analysis, the affected middle school and high school can reasonably be expected to have sufficient capacity to meet the increased demands. The proposal would have the effect of creating capacity deficits in elementary school capacity; however, the school district indicated that the deficits can be managed without the need for mitigation at this time. Therefore, I offer no comment on the proposed amendment.

THOMAS H. INSERRA
DIRECTOR, OFFICE OF EDUCATIONAL FACILITIES
325 W. GAINES STREET • SUITE 1014 • TALLAHASSEE, FLORIDA 32399-0400 • 850-245-0494 • FAX 850-245-9304
www.fldoe.org

As a reminder, please include the department as a state review agency to receive copies of future plan amendments that would increase residential density, change the land use designation on parcels proximate to existing or proposed educational facility sites, or update the plan based on the periodic evaluation and appraisal review. Please direct amendments to my attention and consider transmitting electronic copies via e-mail to reduce your costs for copying and mailing.

If you have questions about this letter, or if I may be of assistance in the future, please contact me at 850-245-9312 or tracy.suber@fldoe.org.

Sincerely,

Tracy D. Suber
Growth Management and Facilities Policy Liaison

TDS/

Enclosure

cc: Mr. Shawn Dennis and Mr. Tony Noles, Escambia County School District
Ms. Ana Richmond and Mr. Dan Evans, DEO/State Land Planning Agency

From:	Shawn Dennis
To:	Suber, Tracy
Cc:	Danny Zimmern; Harris, Dana; Noles, Tony
Subject:	RE: FW: Escambia County 13-8ESR Review Memo
Date:	Wednesday, December 04, 2013 2:32:48 PM
Attachments:	ATT00002.png ATT00003.png ATT00004.png ATT00005.png Airway Drive LOS Analysis_2.pdf

Tracy
Two variations depending on the eventual development address. Both indicate slight impact on elementary LOS due to an anticipated 68 elementary student generation however neither would result in a capacity circumstance necessitating mitigation at this time.

Shawn Dennis
Assistant Superintendent - Operations
School District of Escambia County
850-469-6141

>>> "Suber, Tracy" <Tracy.Suber@fldoe.org> 12/2/2013 1:21 PM >>>
Thanks for your assistance!

From: Shawn Dennis [mailto:sdennis@escambia.k12.fl.us]
Sent: Monday, December 02, 2013 2:21 PM
To: Suber, Tracy
Subject: Re: FW: Escambia County 13-8ESR Review Memo

Tracy
Our staff is running the numbers now.

Shawn Dennis
Assistant Superintendent - Operations
School District of Escambia County
850-469-6141

>>> "Suber, Tracy" <Tracy.Suber@fldoe.org> 11/26/2013 5:20 PM >>>
Hi Shawn and Tony –

I hope that you had a nice holiday. Would you please provide me with your analysis of the potential effects of the attached proposed amendment from Escambia County on the soon-to-be former school site? Section 16.3177(6)(a)8.a., F.S., requires a planning level analysis of the effects of a proposed residential density increase on public school facilities (a five-year outlook, as opposed to a three-year test of concurrency).

Sorry for the delay in sending this to you. The county did not copy the Florida Department of Education, as is required, so I obtained it from the Department of Economic Oppportunity.

Please let me know if you have any questions about this request…and thanks for your assistance.

Take care,
Tracy

Tracy D. Suber
Growth Management and Facilities Policy Liaison
Office of Educational Facilities
Florida Department of Education
325 West Gaines Street, Suite 1014
Tallahassee, Florida 32399-0400
850-245-9312
tracy.suber@fldoe.org
http://www.fldoe.org/edfacil/

From: Franklin, Anita [mailto:Anita.Franklin@deo.myflorida.com]
Sent: Monday, November 18, 2013 11:52 AM
To: Wendy Evans; Kae Craig, DEP; Office of Intergovernmental Programs; Suber, Tracy; Deena Woodward; dwoodwar@mail.usf.edu; Virgie Bowen; Bonita Gorham; Bruce Stitt; Randy Roy; Paul Thorpe, Northwest Florida WMD; Terry Joseph, West Florida RPC
Subject: Escambia County 13-8ESR Review Memo

Escambia County 13-8ESR Review Memo attached

Anita Franklin
Senior Plan Processor
Department of Economic Opportunity
Division of Community Development
107 East Madison Street, MSC 160
Tallahassee, Florida 32399-4120
850-717-8486]
email: anita.franklin@deo.myflorida.com

This email communication may contain confidential information protected from disclosure by privacy laws and is intended for the use of the individual named above. If the reader of this message is not the intended recipient, this is notice to you that any dissemination, distribution or copying of this communication or any attachment to it may be a violation of federal and state privacy laws. If you have received this email in error, please notify the sender immediately by return email and delete this message. Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure. Under Florida law email addresses are public records.

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY

30 E. Texar Drive Pensacola, Florida 32503 (850) 469-5660

Malcolm Thomas, Superintendent www.escambia.k12.fl.us

"Making a Positive Difference"

Level of Service Determination Analysis

Date: 12/3/2013

Project Name	**Airway Development**
Project Location	**Airway Drive, Pensacola, FL 32514**
Parcel ID Numbers	**12-1S-30-2001-001-001**
Property Owner/Developer	**Smart Living, LLC**
Applicant	**Wiley "Buddy" Page**

Student Impacts		Student Generation Rates			Students Generated			
Housing Unit Type	# Units	Elem. School	Middle School	High School	Elem. School	Middle School	High School	Totals
Single Family	90	0.19	0.095	0.095	17.1	8.55	8.55	34.2
Multi-Family	480	0.105	0.0525	0.0525	50.4	25.2	25.2	100.8
Mobile Home								
Totals					**67.5**	**33.75**	**33.75**	**135**

School Impacts School	School Capacity	Current Enrollment	Percent of Capacity	Enrollment with Proposed Development	Percent of Capacity with Proposed Development
Ensley Elementary	453	494	109%	562	124%
Woodham Middle	1502	696	46%	730	49%
Pine Forest High	1905	1698	89%	1732	91%

LOS Impacts Level of Service Area	LOS Capacity 5th Year	LOS Proj Enrollment 5th Year	LOS Available Capacity	Projected Impact of Project	Available LOS Cap w/ Impact	Adjacent LOS Avail Capacity	Adjacent LOS Avail Cap w/Impact
Elementary LOS							
Middle LOS							
High LOS							

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Mobile Home								
Totals					**67.5**	**33.75**	**33.75**	**135**

School Impacts School	School Capacity	Current Enrollment	Percent of Capacity	Enrollment with Proposed Development	Percent of Capacity with Proposed Development
McArthur Elementary	779	747	69%	815	105%
Woodham Middle	1502	696	46%	730	49%
Pine Forest High	1905	1698	89%	1732	91%

LOS Impacts Level of Service Area	LOS Capacity 5th Year	LOS Proj Enrollment 5th Year	LOS Available Capacity	Projected Impact of Project	Available LOS Cap w/ Impact	Adjacent LOS Avail Capacity	Adjacent LOS Avail Cap w/Impact
Elementary LOS							
Middle LOS							
High LOS							

From:	Owens, Jillaine M.
To:	Horace L Jones
Cc:	"DCPexter@deo.myflorida.com" (DCPexter@deo.myflorida.com)
Subject:	Escambia County 13-8ESR (proposed)
Date:	Wednesday, November 27, 2013 10:17:27 AM

To: Mr. Horace L. Jones, Interim Department Director, Escambia County

Re: Escambia County 13-8ESR – Expedited Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, *Florida Statutes*. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Should you have any questions or require further assistance, please call me at (850) 245-2187.

Jillaine M. Owens, ES III

FDEP, Office of Intergovernmental Programs
Mail Station 47
3900 Commonwealth Blvd.
Tallahassee, FL 32399-3000
Main: (850) 245-2161
FAX: (850) 245-2189

Board of County Commissioners • Escambia County, Florida

Horace L. Jones, Interim Director
Development Services

November 12, 2013

Mr. Ray Eubanks, Plan Processing Administrator
Florida Department of Community Affairs
Division of Community Planning
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

RE: Escambia County Comprehensive Plan Map Amendment - LSA 2013-01 Airway Road

Dear Mr. Eubanks:

On behalf of Escambia County, enclosed are three (3) copies of the proposed Escambia County Comprehensive Plan Map Amendment which are forwarded for your review. This amendment is subject to the Expedited Review process pursuant to Section 163.3184(2), (3) and (5), Florida Statues (F.S.)

The Local Planning Agency (LPA) considered the CPA on October 7, 2013 and approved this amendment for transmittal to the Board of County Commissioners (BCC), which subsequently held a transmittal public hearing for the amendment on November 7, 2013, and approved submission of this package to the Department of Economic Opportunity.

Pursuant to the new Comprehensive Plan Amendment Processing Guidelines, a copy of the proposed amendment package is being forwarded to the Department of Environmental Protection, the Florida Department of Transportation, (District Three), the Department of State, the West Florida Regional Planning Council, the Northwest Florida Water Management District, the Military Commanding Officers of Naval Air Station Pensacola and Naval Air Station Whiting Field, the Florida Fish and Wildlife Conservation Commission, and the Florida Department of Agriculture and Consumer Services, concurrent with this submittal. The Notice of Intent should be published on the DEO website This amendment is not applicable to the area of critical state concern and has not been prepared under a joint planning agreement.

The County is requesting compliance review of the amendment package. Mr. Juan C. Lemos, Senior Urban Planner, Development Services Department, will serve as the contact person for this amendment package, and can be reached at (850) 595-3467 (P), or jclemos@myescambia.com, should you have any questions, or require additional information.

Sincerely,

Horace L. Jones
Interim Department Director

HLJ/jcl

Enclosures

cc: Department of State
Northwest Florida Water Management District
Florida Department of Environmental Protection
Florida Department of Transportation, District Three
Florida Fish and Wildlife Conservation Commission
Capt. Pete Hall, NAS Whiting Field, Commanding Officer
Capt. Christopher W. Plummer, NAS Pensacola, Commanding Officer
Florida Department of Agriculture and Consumer Services
West Florida Regional Planning Council

Wiley C. "Buddy" Page, MPA, APA
PROFESSIONAL GROWTH MANAGEMENT SERVICES. LLC
5337 Hamilton Lane • Pace, Florida 32571

July 31, 2013

Mr. Lloyd Kerr, AICP, Dir.
Escambia County Office Complex
Development Services Dept.
3363 West Park Place
Pensacola, Florida 32505

RE: Large Scale Application
School Board Property
Airway Drive 32514
Parcel 12-1S-30-2001-001-001

Dear Mr. Kerr:

Please find our attached application requesting consideration to change the referenced property Future Land Use Map classification from the current Public classification to Mixed Use-Urban (MU-U).

Based upon our pre-application meeting on June 24, 2013 we understand this will be scheduled and heard before the Planning Board on September 9, 2013 and the County Commissioners will hold a transmittal hearing on the request on October 3, 2013 after which the application and recommendations will then be forwarded to the State for their required review and approval. Please advise us if these dates change.

Thank you for your assistance in this matter and contact us if you have any questions or require anything further.

Sincerely yours,

Wiley C."Buddy" Page

copy: Jim Homyak

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____
LARGE SCALE FLU AMENDMENT _____

Current FLU: _____ **Desired FLU:** _____ **Zoning:** _____ **Taken by:** _____

Planning Board Public Hearing, date(s): _____

BCC Public Hearing, proposed date(s): _____

Fees Paid _____ **Receipt #** _____ **Date:** _____

OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL

Name: Smart Living LLC

Address: 2601 Clinton Ave

City: Huntsville State: AL Zip Code: 35801

Telephone: ( ) _____

Email: _____

DESCRIPTION OF PROPERTY:

Street address: AIRWAY DR 32514

Subdivision: ~

Property reference number: Section 12 Township 1S Range 30

Parcel 2001 Lot 001 Block 001

Size of Property (acres) 08 ±

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

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

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

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

4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and

5) I authorize County Staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection; and

6) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

CHAD B. PULLIAM 8/6/13

Signature (Property Owner) Printed Name Date

WILEY C. "BUDDY" PAGE

Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: 5337 HAMILTON LANE

City: PACE State: FL Zip: 32571

Telephone (850) 232 - 9853 Fax # ( ) -

Email: budpage1@mchsi.com

STATE OF ALABAMA
COUNTY OF MADISON

The forgoing instrument was acknowledged before me this 6 day of AUGUST, year of 2013 by, CHAD B. PULLIAM who ( ) did ( ) did not take an oath. He/she is (X) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current as identification.

Lynn S. Benefield 8/6/13 LYNN S. BENEFIELD

Signature of Notary Public Date Printed Name of Notary

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 27, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My Commission Expires Commission No.
(Notary seal must be affixed)

LYNN S. BENEFIELD NOTARY PUBLIC STATE AT LARGE ALABAMA

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at AIRWAY DRIVE 32514,
Pensacola, Florida, Property Reference Number(s) 12-1S-30-2001-001-001,
I hereby designate WILEY C. "BUDDY" PAGE, for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this 6 day of AUG, the year of 2013, and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Engineering Department.

[signature]	8/6/13	CHAD B. PULLIAM
Signature of Property Owner	Date	Printed Name of Property Owner
Signature of Agent	Date	Printed Name of Agent

STATE OF ALABAMA

COUNTY OF MADISON

The foregoing instrument was acknowledged before me this 6 day of AUGUST, year of 2013, by CHAD B. PULLIAM who ( ) did ( ) did not take an oath.

He/she is (X) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current _____ as identification.

Lynn S. Benefield	8/6/13	LYNN S. BENEFIELD
Signature of Notary Public	Date	Printed Name of Notary Public

Commission Number _____ My Commission Expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: June 27, 2016 BONDED THRU NOTARY PUBLIC UNDERWRITERS

(Notary seal must be affixed)

LYNN S. BENEFIELD NOTARY PUBLIC STATE AT LARGE

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name:
AIRWAY DRIVE

Property reference #: Section 12 Township 1S Range 30

Parcel # 2001-001-6001

Project Address:
AIRWAY DRIVE 32514

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning /reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

(1) The necessary facilities and services are in place at the time a development permit is issued; or

(2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or

(3) The necessary facilities are under construction at the time a permit is issued; or

(4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or

(5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.

(6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 6 **DAY OF** AUGUST **, 20** 13

Owner's signature	CHAD B. PULLIAM **Owner's name (print)**
Agent's signature	**Agent's name (print)**

Chris Jones
Escambia County Property Appra

Real Estate Search | Tangible Property Search | Sale List | Amendment 1 Calculat

Back

469-6141 Shawn
432-6124 Operator

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference: 121S302001001001
Account: 021163150
Owners: SCHOOL BOARD OF ESCAMBIA CO
SCHOOL BOARD VACANT LAND
Mail: 75 N PACE BLVD
PENSACOLA, FL 32505
Situs: AIRWAY RD 32514
Use Code: PUBLIC SCHOOL
Taxing Authority: COUNTY MSTU
Tax Inquiry: Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

2012 Certified Roll Assessment

Improvements:	
Land:	$7,777,
Total:	$7,777,

Save Our Homes:

Disclaimer

Amendment 1 Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1978	1261	867	$100	QC	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2012 Certified Roll Exemptions

EDUCATIONAL

Legal Description

S 1155 FT OF SW1/4 OF NE1/4 & S 1155 FT OF SE1/4 OF NW1/4 OR 1261 P 867

Extra Features

None

Parcel Information

Launch Interactive

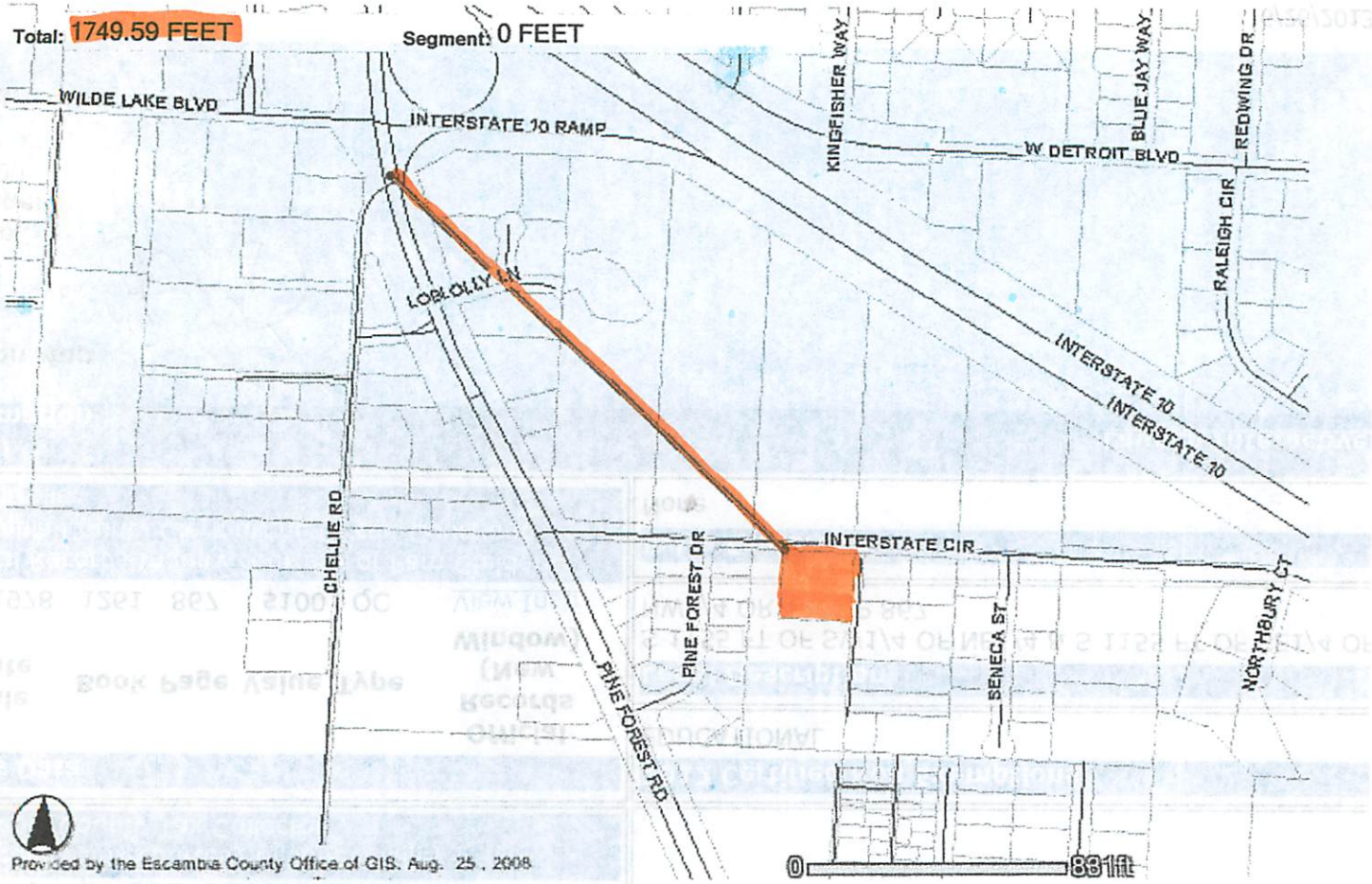
Section Map Id: 12-1S-30-1

Approx. Acreage: 1.3300

Owned: 1

68.33' ROW

Radial distance from Arterial Intersection = 1,229.11 to Property



Professional Growth Management Services, LLC

SALES AGREEMENT

THIS SALES AGREEMENT ("Agreement") dated as of the date the last principal to this Agreement executes the same (the "Effective Date"), by and between **THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA,** with an address of: 75 North Pace Boulevard, Pensacola, Florida 32502 (the "Seller"), and **SMART LIVING, LLC AND / OR ITS PERMITTED ASSIGNS,** with an address of: 2101 Clinton Avenue, Suite 201, Huntsville, Alabama 35805 (the "Buyer").

1. **SALE AND PURCHASE.** Seller agrees to sell, assign, transfer, and convey to Buyer, and the Buyer agrees to purchase from Seller the following:

A. The real property in fee simple, approximately 70+/- acres, situated generally on Airway Road in Pensacola, Escambia County, Florida, and as more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

B. All improvements, appurtenances, rights, easements, right-of-way, tenements, and hereditaments incident thereto and all title and interest, if any, of Seller in and to all strips and gores and any land lying in the bed of any street.

C. Unless the context clearly requires otherwise, the property described in Paragraphs 1A and 1B is collectively called the "Property."

D. The Property is sold by Seller and accepted by Buyer in its "AS IS" condition, with all faults. In no event shall Seller have any obligation to perform or pay for any repairs or maintenance to or on the Property.

2. **PURCHASE PRICE AND PAYMENT.** In consideration of the conveyance of the Property to Buyer, Buyer shall pay to Seller the sum of and no/100 dollars the "Purchase Price"), payable to Seller and which shall be paid to Seller as follows:

A. An initial deposit o (the "Deposit") shall be paid by Buyer and deposited with Escrow Agent (as defined below) pursuant to Section 23, below, upon execution of this Agreement by Buyer, which sum shall be applied against the Purchase Price at Closing;

B. The balance shall be due and payable in cash at Closing (as adjusted by prorations and payment of expenses as herein provided).

3. **INVESTIGATION PERIOD - CONTINGENCY.**

A. Buyer shall have Sixty (60) Calendar Days after the Effective Date of this Sales Agreement to inspect the Property to determine whether, in Buyer's sole discretion, the Property is suitable for Buyer's intended use and purpose (the "Investigation Period"). Without limiting the foregoing, Seller shall fully cooperate with Buyer and shall join in and execute all applications, petitions, authorizations, and filings necessary or appropriate to secure preliminary,

but not final (except that Buyer may obtain final re-zoning approval pursuant to paragraph B below), approvals from all governmental authorities and agencies in respect to Buyer's intended use, purpose and development of the Property. Seller shall grant Buyer, its agents and employees, reasonable access to the Property to conduct tests and inspections during the Investigation as Buyer deems reasonably necessary. Buyer shall indemnify and hold Seller harmless from and against any liability resulting from any such inspections, including all costs thereof or related thereto. Neither Buyer nor Buyer's agents shall conduct any inspection so as to damage the Property, except damage reasonably resulting from soil borings, but if any such damage occurs, Buyer shall restore the Property to its pre-inspection condition. Prior to the expiration of the Investigation Period, the Buyer may terminate this Agreement by notifying Seller, in writing, and upon receipt of said termination notice, all of Buyer's Earnest Money shall be promptly refunded and returned to Buyer, provided that Buyer has not defaulted on any of the various terms and conditions of this Agreement. Except as specifically set forth herein, if Buyer gives no written notification of its intent to terminate this Agreement then Buyer shall proceed to close on the purchase under the terms of this contract. After the completion of the Investigation Period, except as specifically set forth herein, the Escrow Funds on Deposit with the Escrow Agent shall become non-refundable, but will remain Applicable to the Purchase Price.

B. Buyer's obligations hereunder are contingent upon Buyer's rezoning of the Property to a residential zoning classification satisfactory to Buyer, which shall be completed at Buyer's expense within one hundred twenty (120) days from the Effective Date (the "Re-Zoning Period"). Seller shall cooperate with Buyer in the rezoning process. If the zoning has not been completed and approved within the Re-Zoning Period, Buyer shall have the option to terminate this Agreement and receive a refund of the Deposit, or to extend the initial 120-day Re-Zoning Period for up to three (3) additional periods of thirty (30) days each by giving Seller written notice of extension prior to the end of the Re-Zoning Period or any prior extension thereof. Buyer shall diligently pursue the rezoning process and shall provide monthly reports to Seller of Buyer's progress with the rezoning process, and shall include an estimated timeline with each monthly report. The report shall be due on or before the 15th of each month. In the event that Buyer fails to extend the Re-Zoning Period pursuant to this paragraph, or in the event that the re-zoning has not been completed and approved prior to the end of the third extension period, then this Agreement shall automatically terminate and the Deposit shall be promptly refunded to Buyer.

4. **"AS IS, WHERE IS."** Seller shall convey and Buyer shall accept the Property in its "AS IS, WHERE IS" condition. Seller makes no representations or warranties concerning the condition of the Property, and shall have no obligation to make any repairs to the Property.

5. **SURVEY.** Buyer, at Buyer's expense, may have the Property surveyed and certified by a registered Florida surveyor in accordance with Chapter 61G17-6 of the Florida Administrative Code. If the Property is surveyed and the survey map does not reveal any encroachments or other title defects, the survey exception will be removed from the owner's title insurance policy. Any issues affecting marketability of title revealed by the survey shall be treated as title defects.

6. **QUALITY OF TITLE**. Buyer shall not be obligated hereunder unless title to the Property shall be marketable of record as will enable Beggs & Lane, RLLP, as agent for an ALTA member title insurance underwriter selected by Buyer, and authorized to do business in Florida, to issue to Buyer, at regular rates, its full purchase price coverage, standard marketability revised ALTA Owner's Title Insurance Policy, in the amount of the Purchase Price hereunder, without exception as to survey (if one obtained) or mechanic's or similar liens, and free and clear of all other liens and encumbrances and subject only to reservation of mineral rights as required by Section 271.11, Florida Statutes, the matters set forth in items 2, 3A, 3D, 4 and 6-11 of Schedule B, Section 2, of the Title Search Report prepared by Chicago Title Insurance Company under File No. 4284881, a copy of which is attached hereto as Exhibit "B" (the "Title Search Report), and any other matter becoming of public record after the effective date of the Title Search Report and acceptable to Buyer. Seller and Seller's counsel shall cooperate with Buyer and Buyer's counsel during the Investigation Period and from the end of the Investigation Period until Closing to address and resolve the title matters set forth in the Title Search Report.

An Owner's Title Commitment, together with copies of all exceptions, shall be obtained by Buyer during the Investigation Period. If the Owner's Title Commitment (or survey obtained by Buyer pursuant to Section 4) reveals any defects in the title or any physical encroachment (or other survey issue) on the Property, the Buyer shall have ten (10) business days from the date the Buyer receives the Owner's Title Commitment or survey to notify the Seller in writing of the defects. If within thirty (30) days from the receipt of Buyer's written notice of defects, the Seller is unable in the exercise of reasonable diligence to cure the defects to the reasonable satisfaction of Buyer, the Buyer may, at its option, by written notice to Seller given within the ensuing ten (10) business days, either (1) cancel and terminate this Agreement and in such event, the Seller will return any Deposit to Buyer and neither party shall have any further obligations under this Agreement; or (2) the Buyer may elect to purchase the Property in its "AS IS" condition without offset against the Purchase Price for any title defects. If the Buyer elects to purchase the Property, title will be conveyed on the later of the Closing Date or ten (10) days after the election of Buyer. Standard exceptions contained in the Owner's Title Commitment relating to parties in possession and mechanics liens will be removed from the policy in accordance with Florida law upon receipt of the required affidavits. The survey exception will be removed (or modified to reflect the state of facts evidenced by the survey) if Buyer obtains a satisfactory current survey as provided in Section 4.

7. **COVENANTS AND CONDITIONS OF SETTLEMENT**. On the Closing Date, Seller shall execute and deliver a Special Warranty Deed to Buyer as shall be required to convey title to the Property in accordance with this Agreement. The Special Warranty Deed shall be in form and substance reasonably satisfactory to the Seller and the Buyer and in proper form for recording. Seller and Buyer shall execute closing statements and such other documents as may be reasonably required to complete closing and accomplish transfer of the Property to Buyer hereunder.

8. **CLOSING AND CLOSING DATE**. The closing of this sale and purchase by Seller and Buyer (the "Closing") shall be held on or before **Fifteen (15) Calendar Days after the approval of the rezoning of the Property as contemplated in Section 3.B., above (but in no**

event prior to expiration of the Inspection Period), at a time and place mutually agreeable to the parties, but if none is agreed to, at the offices of Shell, Fleming, Davis & Menge, P.A., 9th Floor, 226 Palafox Place, Pensacola, Florida 32502.

9. **APPORTIONMENTS**. All ad valorem taxes, assessments, rents, interest, insurance, and other expenses and revenues of the Property shall be prorated between Seller and Buyer as of midnight immediately preceding the Closing Date. The ad valorem tax proration shall be based upon the fully documented amount based on the current year's assessment. If the current year's assessment is not available, taxes will be prorated on the prior year's assessment and either party shall have the right to the request and obtain a proration or receipt of the appropriate tax bill. (Note to closing agent: as a governmental entity, Seller does not pay ad valorem real property taxes. Care should be taken to determine the ad valorem tax liability for the year of Closing).

10. **CLOSING COSTS**. Seller shall pay for the cost of preparing and recording the deed, for the documentary stamps on the deed required by applicable Florida law, for the real estate commission, for any costs necessary to cure title and/or survey matters, and for Seller's attorney's fees. Buyer shall pay for the owner's title insurance policy in the amount of the Purchase Price. Buyer shall also pay for the survey, if obtained, and any financing costs of Buyer incurred to purchase the Property including, but not limited to, any intangible tax and documentary stamps on the note and mortgage, and Buyer's attorney's fees.

11. **BROKERAGE**. Seller and Buyer warrant each to the other (and it is agreed that this warranty shall survive delivery of the deed) that no broker or agent has been employed with respect to the sale of the Property other than Scoggins III, Inc., who represents the Seller, and is being compensated by the Seller according to an outside agreement, and Pelican Real Estate & Development of Northwest FL, who represents the Buyer, and who shall be compensated by the Seller with a commission of 2.5 % of the Purchase Price. Each party agrees to indemnify and hold harmless the other from any claim made by any other brokers or agents who claim to act for the party sought to be charged for a commission, compensation, brokerage fees, or similar payments in connection with this transaction and against any and all expense or liability arising out of any such claim.

12. **DEFAULT**.

A. *Notice of Default*. No default as to any provision of this Agreement shall be claimed or charged by either party against the other until notice of such default has been given to the defaulting party, and such default remains uncured for a period of ten (10) days after such notice. Notwithstanding the foregoing, the Closing Date shall not be changed, delayed, postponed, or extended by any requirement for notice of default, if such default consists of failure to appear at the Closing.

B. *Default by Buyer*. If the conditions precedent to Buyer's obligations to perform under this Agreement have been fulfilled within the time periods required under this Agreement, or if Buyer does not diligently and in good faith pursue the satisfaction of such conditions precedent, and Buyer thereafter fails to perform any of the covenants of this

Agreement applicable to Buyer, Seller, as Seller's sole and exclusive remedy, may retain the portion of the Deposit actually paid by Buyer for the account of Seller as liquidated and agreed upon damages as consideration for the execution of this Agreement and in full settlement of any claims for damages, and Seller and Buyer shall be relieved of all further obligations and liability under this Agreement.

C. *Default by Seller*. If Seller fails to perform any of the covenants of this Agreement applicable to Seller after written notice to Seller and thirty (30) days opportunity to cure, except the inability of Seller to cure title defects as provided in the paragraph of this Agreement entitled "Title Matters," the Deposit shall be returned to Buyer upon written demand therefor and Seller and Buyer shall be relieved of all further obligations and liability under this Agreement, or, at Buyer's election, Buyer shall be entitled to sue for and obtain specific performance of this Agreement by Seller. Buyer expressly waives the remedy of money damages.

13. **NOTICES**. All notices, demands, requests, and other communications hereunder shall be in writing and shall be deemed to have been given if delivered personally, or sent by registered or certified mail, return receipt requested, postage pre-paid, or by another recognized overnight delivery service (e.g., Federal Express) as follows:

If to Buyer:	Smart Living, LLC C/O: Louis Breland – Managing Member 2101 Clinton Avenue, Suite 201 Huntsville, Alabama 35805
With Copy to:	John P. Daniel Beggs & Lane, RLLP P. O. Box 12950 (32591-2950) 501 Commendencia Street Pensacola, Florida 32502
If to Seller:	The School Board of Escambia County, Florida ATTENTION: Mr. Shawn Dennis Vernon McDaniel Building 75 North Pace Blvd. Pensacola, Florida 32505
With Copy to:	Shell, Fleming, Davis & Menge, P.A. ATTENTION: Stephen B. Shell Post Office Box 1831 Pensacola, Florida 32591-1831
	Scoggins III, Inc. ATTENTION: Danny Zimmern 21 South Tarragona St., Suite 100 Pensacola, FL 32502

or at such other address as the party may specify from time to time by written notice to the other party.

14. **SUCCESSORS AND ASSIGNS**. All terms of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective legal representatives, heirs, successors and assigns. This Agreement may not be assigned without the written consent of Seller, which shall not be unreasonably withheld.

15. **GOVERNING LAW**. This Sales Agreement is intended to be performed in the State of Florida and shall be governed and construed in all respects in accordance with the laws of the State of Florida. Venue in any action arising under this Agreement shall lie in the Circuit Court in the county where the Property is located.

16. **CAPTIONS**. The captions of this Agreement are inserted for convenience or reference only and not to define, describe or limit the scope or the intent of this Agreement or any term hereof.

17. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

18. **CHANGES AND MODIFICATIONS; CHANGES AND INCORPORATIONS OF PRIOR AGREEMENTS**. This Agreement may not be orally changed, modified or terminated; it supersedes any and all prior understandings and/or letter agreements; other matters of similar nature shall be deemed to be of no force or effect in the interpretation of this Agreement, it being intended that this Agreement represents the entire understanding of the parties. No modification or waiver of any provision hereof shall be valid unless in writing and signed by a party against whom it is to be enforced.

19. **WAIVER**. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand strict compliance with the terms hereof; provided, however, that any party may, at its sole option, waive any requirement, covenant or condition herein established for the benefit of such party without affecting any of the other provisions of this Agreement.

20. **FURTHER ASSURANCES**. Seller and Buyer each agree to execute and deliver to the other such further documents and instruments as may be reasonable and necessary in furtherance of and to effectuate the intent of the parties as expressed by the terms and conditions hereof.

21. **ATTORNEY'S FEES**. If either party commences an action against the other to enforce any of the terms hereof or because of the breach by either party of any of the covenants, terms or conditions hereof, the prevailing party shall be entitled to costs, expenses, and reasonable

attorney's fees at both trial and appellate levels, incurred in connection with the bringing and/or defense of any such action.

22. **RISK OF LOSS**. Until the purchase of the Property has been consummated on the date of Closing, all risk of, or damage or, or destruction of, the Property, whether by fire, flood, tornado, hurricane or other casualty, or by taking under the power of eminent domain, or otherwise, shall belong to and be borne by the Seller. If, prior to Closing, the Property or any part thereof shall be damaged or destroyed, Buyer, at Buyer's option, may declare this Agreement null and void and receive a full refund of the Deposit. If Buyer elects to proceed and to consummate the transfer and conveyance under this Agreement despite such damage, destruction or taking, there shall be no reduction in, abatement of, or set-off against the Purchase Price, and Seller shall assign to Buyer all of Seller's right, title and interest in and to all insurance proceeds, condemnation award and other proceeds resulting from such damage, destruction or taking.

23. **ESCROW AGENT**. Seller and Buyer appoint Beggs & Lane, RLLP, to serve as escrow agent hereunder ("Escrow Agent"). The Escrow Agent receiving the Deposit agrees to promptly deposit the Deposit in a non-interest bearing escrow account, to hold in escrow, and disburse only in accordance with this Agreement. The Deposit shall be released only (1) at Closing; or (2) upon written direction from both parties; or (3) to the Buyer promptly after Seller's failure to accept Buyer's offer within the time provided in Section26 below or Buyer's due and timely termination of this Agreement in accordance with Section 4 above; or (4) to the Seller five (5) days after receipt of written direction from the Seller stating that the Buyer is in default under the terms of the Agreement, in which event the Escrow Agent shall promptly furnish a copy of the directions to Buyer and if there is no written objection thereto within five (5) days, the Escrow Agent shall remit the Deposit to Seller. If a written objection is filed within the time allowed or if the Escrow Agent is in doubt as to its duties, the Escrow Agent may continue to hold the Deposit in escrow until the matter is resolved either by joint written direction from the parties or by order of the Circuit Court having jurisdiction of the dispute, or the Escrow Agent may interplead the same in the Circuit Court. In any such action or proceeding, the Escrow Agent shall be entitled to recover its reasonable costs and attorney's fees.

A. All deposits paid pursuant to this Agreement prior to the Closing shall be held in escrow by Beggs & Lane, RLLP in a non-interest-bearing trust account subject to the terms of the Agreement and shall be duly accounted for at the Closing.

B. The Escrow Agent shall be subject to the following terms and conditions and no others:

(1) The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Agreement and no implied duties or obligations shall be read into this Agreement against the Escrow Agent. Further, the Escrow Agent shall be under no obligation to refer to any other documents between or among Buyer and Seller related in any way to this Agreement.

(2) The Escrow Agent shall not be liable to anyone by reason of any error of judgment, or for any act done or step taken or omitted by the Escrow Agent in good faith, or for any mistake of fact or law, or for anything which the Escrow Agent may do or refrain from doing in connection herewith, unless caused by or arising out of the actual and intentional misconduct of the Escrow Agent or any act of the Escrow Agent in willful disregard of this Agreement or involving gross negligence on the part of the Escrow Agent.

(3) The Escrow Agent shall be entitled to rely upon, and shall not be subject to any liability in acting in reliance upon, any writing furnished to the Escrow Agent by either Buyer or Seller, and shall be entitled to treat as genuine and as the document it purports to be, any letter, paper, or other document furnished to the Escrow Agent in connection with this Agreement. The Escrow Agent may rely on any affidavit of either Buyer or Seller or any other person as to the existence of any facts stated therein to be known by the affiant.

(4) In the event of any disagreement between the Buyer and Seller resulting in adverse claims and demands being made in connection with or against the funds held in escrow, the Escrow Agent shall be entitled, at the Escrow Agent's option, to refuse to comply with the claims or demands of either party until such disagreement is finally resolved (a) by a court of competent jurisdiction (in proceedings which the Escrow Agent or any other party may initiate, it being understood and agreed by the Buyer and Seller that the Escrow Agent has authority (but no obligation) to initiate such proceedings); or (b) by an arbitrator in the event that Buyer and Seller determine to submit the dispute to arbitration pursuant to the applicable rules of the American Arbitration Association, and in so doing the Escrow Agent shall not be or become liable to any party.

(5) Buyer and Seller each agree to indemnify the Escrow Agent against any and all losses, liabilities, costs (including reasonable legal fees) and other expenses in any way incurred by the Escrow Agent in connection with or as a result of any disagreement between Buyer and Seller under this Agreement or otherwise incurred by the Escrow Agent in any way on account of their role as escrow agent, except that neither Buyer nor Seller shall have any obligation to pay the Escrow Agent any fee for escrow services hereunder.

C. Buyer and Seller acknowledge that the Escrow Agent is counsel to Buyer and agree that the Escrow Agent may continue to act as Buyer's counsel notwithstanding any dispute or litigation arising with respect to the deposit or Escrow Agent's duties.

24. **TIME OF ESSENCE. TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

25. **RADON.** 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. This disclosure is required by Florida law to be contained in all contracts for sale or lease of buildings.

26. **APPROVAL CONTINGENCY**. Buyer has been advised and understands that all sales of real property by Seller must be approved by the School Board (the "Board") after proper notice, presentation and consideration. This offer to purchase, as executed by Buyer, shall be presented to the Board within Forty Five (45) days of the date of Buyer's signature, during which period this offer shall be irrevocable and may not be withdrawn by Buyer. If the Board accepts this offer within Forty Five (45) days from the date of Buyer's signature, this offer and Seller's acceptance shall become a legally binding contract fully enforceable by either party hereto. If the Board fails to accept this offer within Forty Five (45) days from the date of Buyer's signature, this offer shall be automatically withdrawn and from thenceforth shall be null and void and the Deposit shall be promptly returned to Buyer.

27. **RECORDING**. Neither this Agreement nor any portion thereof, nor any memorandum relating hereto shall be placed of record by any party to this Agreement.

28. **WAIVER OF JURY TRIAL**. SELLER AND BUYER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE SELLER AND BUYER ENTERING INTO THIS AGREEMENT.

[Intentionally Left Blank]

IN WITNESS WHEREOF, the Buyer and Seller have executed this Agreement as of the Effective Date.

Signed, Sealed and Delivered
in the Presence of:

1. Lynn S Benefield
LYNN S. BENEFIELD

2. [signature]
BRENT DURHAM

(Names should be typed or printed below signatures)

BUYER:
Smart Living, LLC

[signature]
By: **Chad Pulliam, Vice-President**

Date: 5/22/13

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD
JUN 18 2013
MALCOLM THOMAS, SUPERINTENDENT
[illegible]

1. [signature]
Linda J West

2. [signature]
Jackie P. Dwelle

(Names should be typed or printed below signatures)

SELLER:

The School Board of Escambia County, Florida

By: [signature]
Mr. Jeff Bergosh, Chairman

Date: Jun 18 2013

APPROVED FOR LEGAL CONTENT
FOR June 2013 AGENDA
JUN - 3 2013
[signature]
GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

ATTEST:

Malcolm Thomas
Malcolm Thomas, Superintendent

Government Records
ALABAMA SECRETARY OF STATE
BETH CHAPMAN

Business Entity Details

Smart Living Co., LLC	
Entity ID Number	071 - 730
Legal Name in Place of Origin	Smart Living, LLC
Entity Type	Foreign Limited Liability Company
Principal Address	2101 W CLINTON AVENUE SUITE 201 HUNTSVILLE, AL 35805
Principal Mailing Address	2101 W CLINTON AVENUE SUITE 201 HUNTSVILLE, AL 35805
Status	Exists
Place of Formation	Delaware
Formation Date	6-27-2012
Qualify Date	7-18-2012
Registered Agent Name	PULLIAM, CHAD B
Registered Office Street Address	2101 W CLINTON AVENUE SUITE 201 HUNTSVILLE, AL 35805
Registered Office Mailing Address	2101 W CLINTON AVENUE SUITE 201 HUNTSVILLE, AL 35805
Nature of Business	
Capital Authorized	
Capital Paid In	
Doing Business in AL Since	6-27-2012
Scanned Documents	
Click here to purchase copies.	
Document Date / Type / Pages	7-18-2012 Articles of Formation 3 pgs.

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SURVEYOR'S NOTES
1 BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, NORTH ZONE, NAD 1983/90, U S SURVEY FEET
2 THIS SURVEY, MAP, AND REPORT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES
3 FLOOD NOTE BY GRAPHIC PLOTTING ONLY, THE PROPERTY SHOWN HEREON LIES IN ZONE X AS PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE FOR ESCAMBIA COUNTY, FLORIDA, SEE COMMUNITY PANEL NO 120080 0295 G, WHICH BEARS A MAP REVISED DATE OF SEPTEMBER 29, 2006
4 SOURCE OF INFORMATION COMMITMENT FOR TITLE INSURANCE, PERPARED BY CHICAGO TITLE INSURANCE COMPANY, ORDER NO 4501043 WITH AN EFFECTIVE DATE OF AUGUST 12, 2013 AT 8 00 AM, DEEDS RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA AND FIELD MONUMENTATION
5 THE PROPERTY SURVEYED IS VACANT AND HEAVILY WOODED
6 NO UNDERGROUND UTILITIES, UTILITY LINES FOUNDATIONS, OR OTHER UNDERGROUND STRUCTURES HAVE BEEN LOCATED BY PREBLE-RISH, INC , EXCEPT AS SHOWN
7 NO ATTEMPT HAS BEEN MADE TO LOCATE OR DETERMINE ENVIRONMENTAL WETLAND LINES BY PREBLE-RISH, INC
8 THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA
9 DATE OF FIELD SURVEY AUGUST 8-20, 2013
10 PROPERTY SUBJECT TO OIL, GAS AND MINERAL RESERVATIONS SET FORTH IN OFFICIAL RECORDS BOOK 1261, PAGE 867 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA

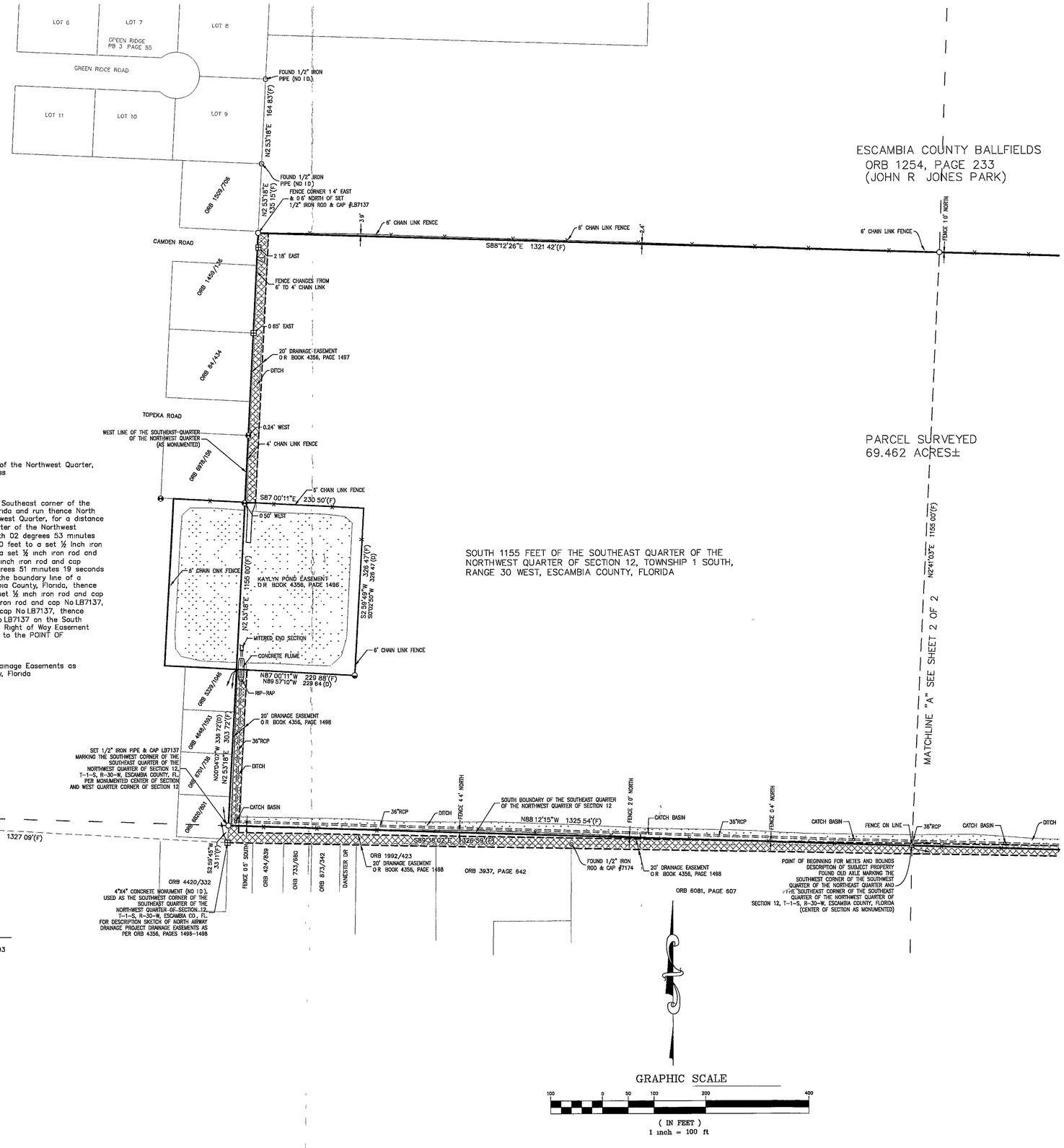
LEGAL DESCRIPTION AS PER EXHIBIT "A", CHICAGO TITLE INSURANCE COMPANY
ORDER NO 4501043, DATED AUGUST 12, 213 AT 8 00 AM

The South 1155' of the Southwest Quarter of the Northeast Quarter and the South 1155' of the Southeast Quarter of the Northwest Quarter, all lying in Section 12, Township 1 South, Range 30 West, Escambia County, Florida, containing 70 acres more or less

DESCRIBED BY FIELD SURVEY AS FOLLOWS

Beginning at an old axle marking the Southwest corner of the Southwest Quarter of the Northeast Quarter and the Southeast corner of the Southeast Quarter of the Northwest Quarter of Section 12, Township 1 South, Range 30 West, Escambia County, Florida and run thence North 88 degrees 12 minutes 15 seconds West, along the South boundary line of the said Southeast Quarter of the Northwest Quarter, for a distance of 1,325 54 feet to a set ½ inch iron rod and cap No LB7137 marking the southwest corner of the Southeast Quarter of said Section 12 (per monumented center of section and West Quarter corner of Section 12), thence North 02 degrees 53 minutes 18 seconds East, along the West line of said Southeast Quarter of the Northwest Quarter, for a distance of 1,155 00 feet to a set ½ inch iron rod and cap No LB7137, thence South 88 degrees 12 minutes 26 seconds East, for a distance of 1,321 42 feet to a set ½ inch iron rod and cap No LB7137, thence South 88 degrees 15 minutes 52 seconds East, for a distance of 1,327 15 feet to a set ½ inch iron rod and cap No LB7137 on the East boundary line of the said Southwest Quarter of the Northeast Quarter, thence South 02 degrees 51 minutes 19 seconds West, along said East boundary line, for a distance of 89 72 feet to a set ½ inch iron rod and cap No LB7137 on the boundary line of a Public Right of Way Easement as recorded in Official Records Book 6522, Page 111 of the Public Records of Escambia County, Florida, thence along said boundary as follows North 87 degrees 09 minutes 29 seconds West, for a distance of 55 41 feet to a set ½ inch iron rod and cap No LB7137, thence South 02 degrees 48 minutes 01 seconds West, for a distance of 425 00 feet to a set ½ inch iron rod and cap No LB7137, thence South 87 degrees 09 minutes 29 seconds East, for a distance of 39 69 feet to a set ½ inch iron rod and cap No LB7137, thence South 02 degrees 50 minutes 31 seconds West, for a distance of 640 58 feet to a set ½ inch iron rod and cap No LB7137 on the South boundary line of the said Southwest Quarter of the Northeast Quarter, thence leaving said boundary line of a Public Right of Way Easement run North 88 degrees 16 minutes 02 seconds West, along said South boundary line, for a distance of 1,308 53 feet to the POINT OF BEGINNING Containing 69 4625 acres, more or less

SUBJECT TO
Kaylyn Pond Easement as recorded in Official Records Book 4356, Page 1496 and North Airway Drainage Project, Drainage Easements as recorded in Official Records Book 4356, pages 1497and 1498, all recorded in the Public Records of Escambia County, Florida



SYMBOLS & ABBREVIATIONS

#	= NUMBER
—/—	= DISTANCE NOT TO SCALE
L B	= LICENSED BUSINESS
ORB	= OFFICIAL RECORDS BOOK
±	= MORE OR LESS
(F)	= FIELD MEASUREMENT
(D)	= DESCRIPTION DATA
(P)	= PLAT DATA
R C P	= REINFORCED CONCRETE PIPE
R/W	= RIGHT OF WAY
(NO I D)	= NO IDENTIFICATION
○	= SET 1/2" CAPPED IRON ROD L B #7137
●	= FOUND 1/2" CAPPED IRON ROD L B #7277
⊠	= FOUND 4" BY 4" CONCRETE MONUMENT L B #7277
⊗	= FOUND 1/2" CAPPED IRON ROD L.B #7312
⊞	= FOUND 4" BY 4" CONCRETE MONUMENT (NO I D)
⊖	= FOUND 1/2" CAPPED IRON ROD L B #7092
◒	= FOUND 5/8" CAPPED IRON ROD L B #3293
◐	= FOUND 1/2" IRON PIPE (NO I D)
◉	= FOUND 1" IRON PIPE (NO I D)
△	= FOUND AXLE
	= EXISTING ASPHALT PAVEMENT
	= EXISTING CONCRETE
	= EXISTING POND/DITCH
	= PUBLIC RIGHT OF WAY EASEMENT O R BOOK 6522, PAGE 111
	= 20' DRAINAGE EASEMENT O R BOOK 4356, PAGE 1497 & 1498

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft

NO	DATE	APPR	REVISION
1	8/30/13		ADD 10' N OF FENCE
2	9/12/13		ADD 10' N OF FENCE
3	9/26/13		ADD 10' N OF FENCE
4	10/3/13		ADD 10' N OF FENCE
5	10/7/13		ADD 10' N OF FENCE
6	10/8/13		ADD 10' N OF FENCE
7	10/9/13		ADD 10' N OF FENCE

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID

STATE OF FLORIDA
DANIEL JOHN HOSTER P.S.M. # 5749
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB 3293

PREBLE-RISH INC
CONSULTING ENGINEERS AND SURVEYORS
CIVIL • SURVEYING • SITE PLANNING

32 BROOKS STREET PONTE VEDRA, FL 32082 (904) 287-1720	350 JIMMIE RAY ROAD PANAMA CITY, FL 32405 (850) 522-9691	417 E 330 NORTH SUITE 1 DAYTON BEACH, FL 32169 (386) 257-0719	2868 W MARK ST. SUITE 101 WINTER PARK, FL 32792 (407) 657-2270
32 AUDUBON SQUARE SUITE 1 FLAGLER BEACH, FL 32136 (386) 439-4200	36 N ALBERTA STREET SUITE 1 CRAWFORDVILLE, FL 32327 (850) 210-6888		

SCALE	DESIGNED	DRAWN	CHECKED	DATE
1"=100'		DJB	FCR	8/20/2013

BOUNDARY SURVEY
AIRWAY DRIVE
SECTION 12, T-1-S, R-30-W
ESCAMBIA COUNTY, FLORIDA

PROJECT NO	SHEET
821.009	1 OF 2

August 21, 2013 (08 14 11 EST)
M:\821 009 AIRWAY DRIVE\SURVEY DWG\821 009 AIRWAY ROAD BS DWG

ESCAMBIA COUNTY BALLFIELDS
ORB 1254, PAGE 233
(JOHN R JONES PARK)

6' CHAIN LINK FENCE

FENCE 1.0' NORTH

FENCE 0.7' NORTH

6' CHAIN LINK FENCE

S88°15'52"E 1327.15'(F)

FENCE 0.5' NORTH

FOUND 4"X4" CONCRETE MONUMENT NO 7277

S88°13'16"E 1273.30'(F)
S89°36'14"E 1273.30'(P)

LOT 1
BLOCK B

MOZINGO LANE

FOUND 5/8" IRON ROD (NO I D)

6' CHAIN LINK FENCE

11.44'

S2°51'19"W 89.72'(F)

N87°09'29"W 55.41'(F)
N87°01'58"W 55.41'(D)

AIRWAY OAKS
PLAT BOOK 19, PAGE 44 & 44A

LOT 2
BLOCK A

LOT 1

CONCRETE RETAINER WALL

42' WIDE DRAINAGE & RETENTION R/W

DITCH

BOX CULVERT

ORB 3533 PAGE 852

S2°49'01"W 425.00'(F)
S2°55'31"W 425.00'(D)

PUBLIC RIGHT OF WAY EASEMENT O.R BOOK 6522, PAGE 111 (CONTAINS 0.731 ACRES±)

RIP-RAP

AIRWAY DRIVE

EAST BOUNDARY LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, T-1-S, R-30-W

ORB 6040 PAGE 182

S87°09'29"E 39.69'(F)
S87°01'59"E 39.69'(D)

S2°51'19"W 1155.00'(F)

RIGHT OF WAY
ORB 4372, PAGE 1930

DEED BOOK 293, PAGE 257

S2°50'31"W 640.58'(F)
S2°58'01"W 640.82'(D)

ORB 297, PAGE 469

PARCEL SURVEYED
69.462 ACRES±

MATCHLINE "A" SEE SHEET 1 OF 2

N2°41'03"E 1155.00'(F)

SOUTH 1155 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA

'CP

FENCE 0.4' NORTH

CATCH BASIN

FENCE ON LINE

36"RCP

CATCH BASIN

DITCH

36"RCP

CATCH BASIN

N88°16'02"W 1308.53'(F)

SOUTH BOUNDARY OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12

CONCRETE RETAINER WALL

6' CHAIN LINK FENCE

FENCE 1.3' SOUTH

POINT OF BEGINNING FOR METES AND BOUNDS DESCRIPTION OF SUBJECT PROPERTY
FOUND OLD AXLE MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, T-1-S, R-30-W, ESCAMBIA COUNTY, FLORIDA (CENTER OF SECTION AS MONUMENTED)

S88°16'02"E 1323.70'(F)

36"RCP

CONCRETE DITCH

FENCE 0.5' SOUTH

N 1/2, N 1/2, LOT 6, SEC 12
ORB 4180, PAGE 642

NE 1/4, NE 1/4 NW 1/4 SE 1/4
ORB 2024/987

CONCRETE WALK

S88°16'02"E 15.17'(F)
S88°17'58"E 15.17'(D)

N88°16'42"W 1323.63'(F)
N88°43'W 1323'(P)

SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, T-1-S, R-30-W

SPRINGHEAD HOMESITES
PLAT BOOK 3, PAGE 24

LOT 1
BLOCK 1

LOT 2

LOT 3

SMILEY AVENUE

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

SYMBOLS & ABBREVIATIONS

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ORB	= OFFICIAL RECORDS BOOK
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▣	= FOUND 4" BY 4" CONCRETE MONUMENT L B #7277
⊗	= FOUND 1/2" CAPPED IRON ROD L B #7312
⊞	= FOUND 4" BY 4" CONCRETE MONUMENT (NO I D)
⊖	= FOUND 1/2" CAPPED IRON ROD L.B #7092
◒	= FOUND 5/8" CAPPED IRON ROD L B #3293
◐	= FOUND 1/2" IRON PIPE (NO I D)
◉	= FOUND 1" IRON PIPE (NO I D)
◬	= FOUND AXLE
	= EXISTING ASPHALT PAVEMENT
	= EXISTING CONCRETE
	= EXISTING POND/DITCH
	= PUBLIC RIGHT OF WAY EASEMENT O.R BOOK 6522, PAGE 111
	= 20' DRAINAGE EASEMENT O R BOOK 4356, PAGE 1497 & 1498

August 21, 2013 (08:14:11 EST)
M:\821.009 AIRWAY DRIVE\SURVEY DWG\821.009 AIRWAY ROAD BS.DWG

NO	DATE	APPR.	REVISION
1			
2			
3			

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL, RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP AND THE INFORMATION SHOWN HEREON IS NOT VALID.

STATE OF FLORIDA
DANIEL J. DUBOIS
LICENSE NO. 6401
PROFESSIONAL SURVEYOR AND MAPPER

PREBLE-RISH INC
CONSULTING ENGINEERS AND SURVEYORS
CIVIL • SURVEYING • SITE PLANNING

160 GOVERNMENT ST. MOBILE, AL 36601 (800) 442-7711	32 S. WASHINGTON ST. CANTON, FL 32331 (850) 575-4731	3864 CENTERVILLE RD. TALLAHASSEE, FL 32308 (850) 878-6889
30A BARRACKS PARKWAY PORT ST. JOE, FL 32456 (850) 227-7200	301 ARIZONA AVENUE PANAMA CITY, FL 32405 (850) 763-6444	421 SW 5th AVENUE DELRAY BEACH, FL 33483 (561) 395-0799

DRAWN	CHECKED	DATE
DJB	FCR	8/20/2013

SCALE	DESIGNED	DRAWN
1"=100'		DJB

BOUNDARY SURVEY

AIRWAY DRIVE
SECTION 12, T-1-S, R-30-W
ESCAMBIA COUNTY, FLORIDA

PROJECT NO	SHEET
821.009	2 OF 2

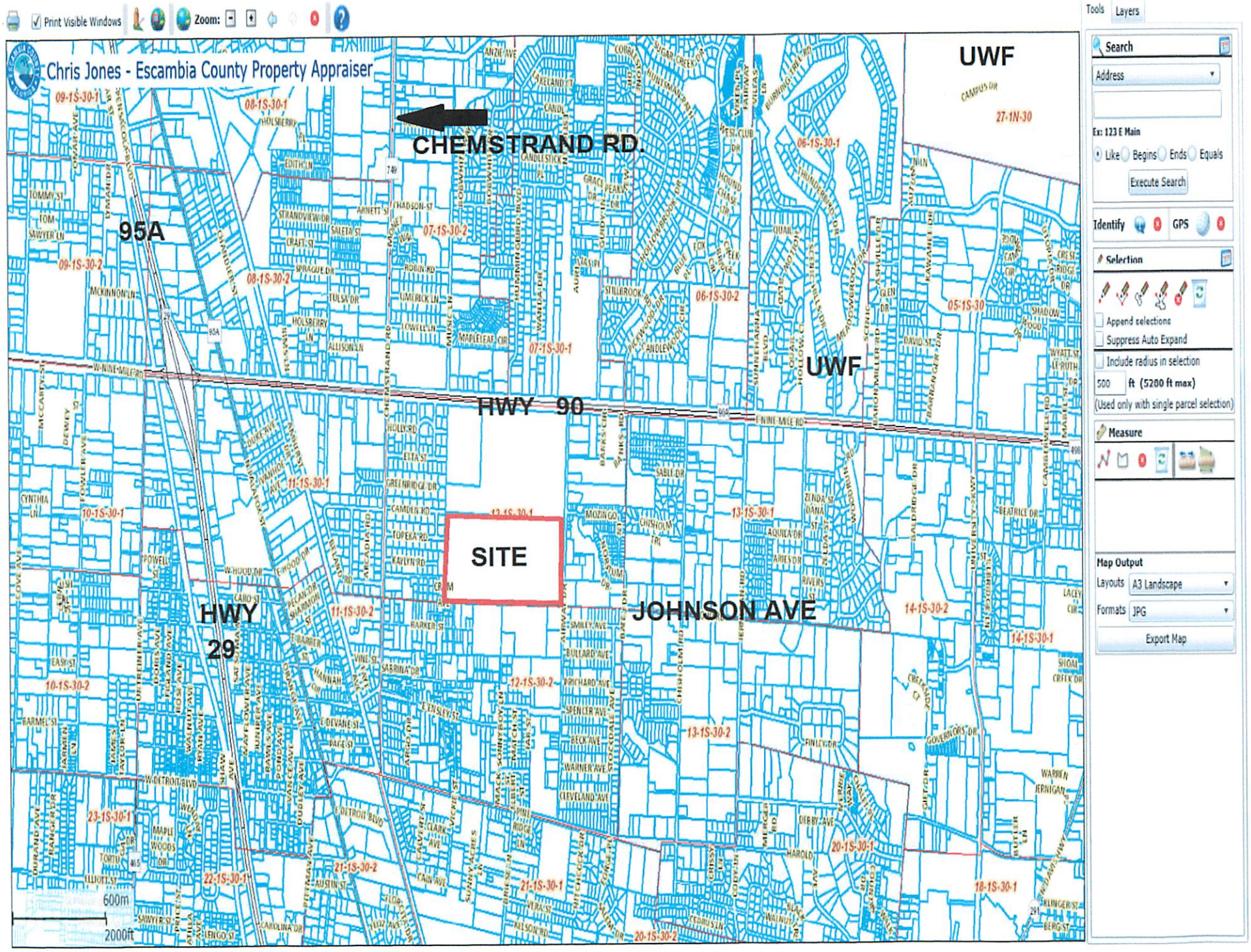
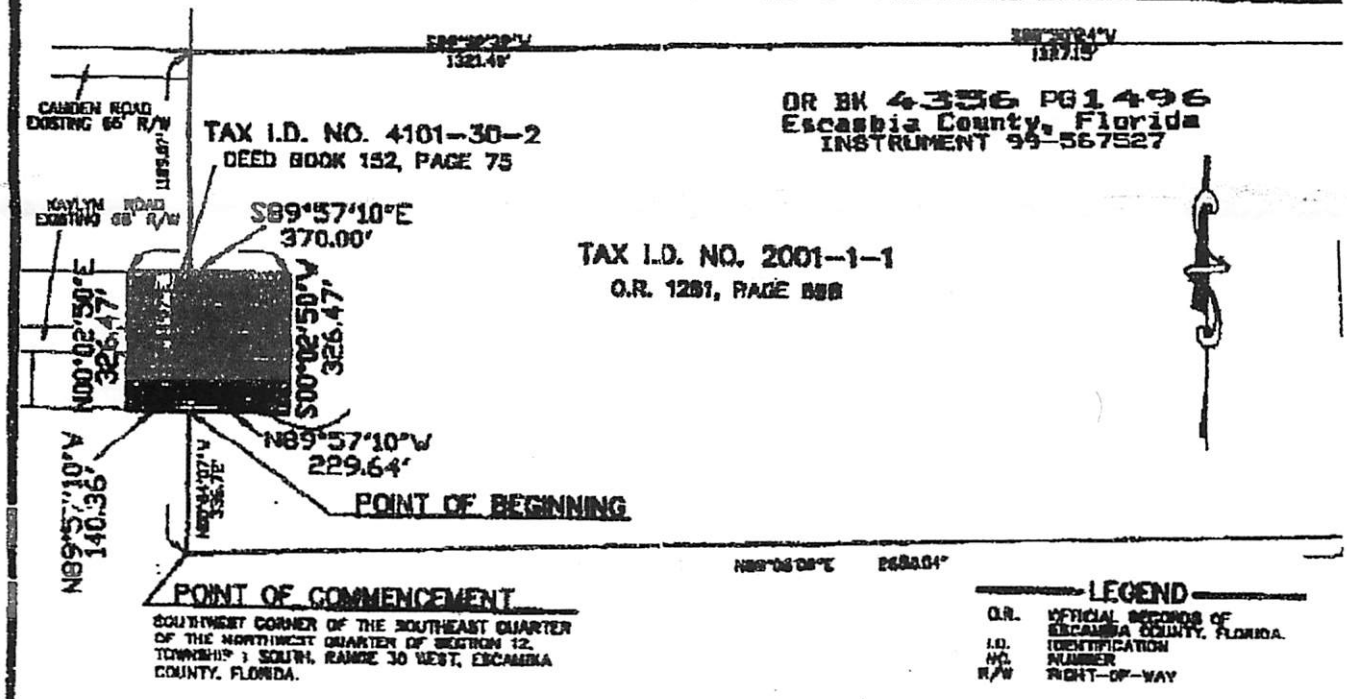

Print Visible Windows
Zoom:
Chris Jones - Escambia County Property Appraiser
CHEMSTRAND RD.
95A
HWY 90
HWY 29
JOHNSON AVE
SITE
UWF
UWF
09-1S-30-1
08-1S-30-1
07-1S-30-2
06-1S-30-1
09-1S-30-2
08-1S-30-2
07-1S-30-1
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21-1S-30-2
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20-1S-30-2
20-1S-30-1
18-1S-30-1
27-1N-30
600m
2000ft
Tools
Layers
Search
Address
Ex: 123 E Main
Like
Begins
Ends
Equals
Execute Search
Identify
GPS
Selection
Append selections
Suppress Auto Expand
Include radius in selection
500
ft (5280 ft max)
(Used only with single parcel selection)
Measure
Map Output
Layouts
A3 Landscape
Formats
JPG
Export Map

EXHIBIT "A"

Allen Nobles & Associates, Inc.
TALLAHASSEE • CHIPLEY • DESTIN • PENSACOLA

PROFESSIONAL LAND SURVEYING & MAPPING
LB# 3293
1409 VILLAGE SQUARE BLVD.
UNIT 3, SUITE 341
TALLAHASSEE, FLORIDA 32312
PH: 850-385-1178
FAX: 850-385-1238



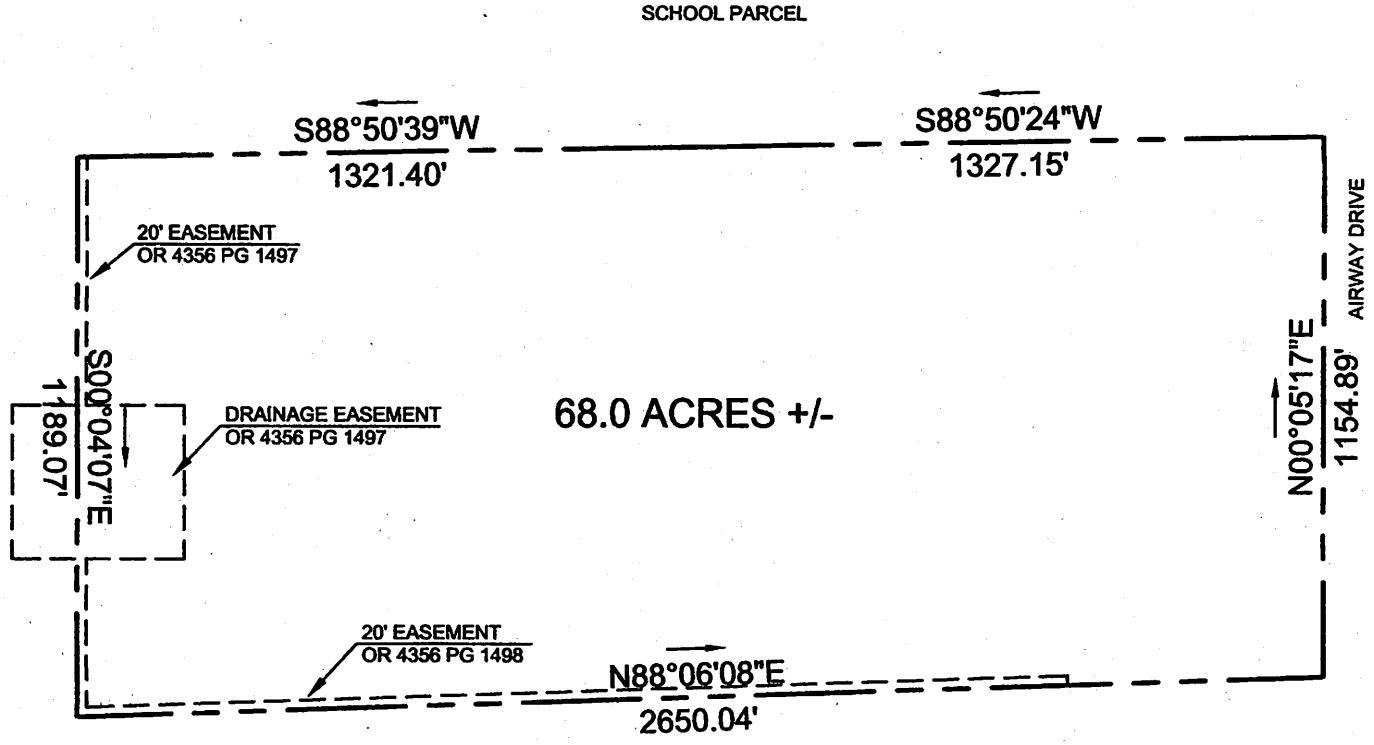
DESCRIPTION

A parcel of land lying in Section 12, Township 1 South, Range 30 West, Escambia County, Florida, being a portion of that parcel described in Official Records Book 1261, Page 888, of the Public Records of Escambia County, Florida, together with that parcel described in Deed Book 152, Page 75, of said Public Records and being more particularly described as follows:

Commence at an unnumbered concrete monument marking the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 12 and run North 00 degrees 04 minutes 07 seconds West along the westerly boundary line of said parcel described in Official Records Book 1261 at Page 888 a distance of 336.72 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING thence run North 89 degrees 57 minutes 10 seconds West a distance of 140.36 feet; thence run North 00 degrees 02 minutes 50 seconds East a distance of 326.47 feet; thence run South 89 degrees 57 minutes 10 seconds East a distance of 370.00 feet; thence run South 00 degrees 02 minutes 50 seconds West a distance of 326.47 feet; thence run North 89 degrees 57 minutes 10 seconds West a distance of 229.64 feet to the POINT OF BEGINNING.

12-15-30
200-001001



LEGAL DESCRIPTION (As Provided)

A parcel of land lying in Section 12, Township 1 South, Range 30 West, Escambia County, Florida being more particularly described as follows:

The South 1155 feet of the Southwest One Quarter of the Northeast One Quarter of Section 12, Township 1 South, Range 30 West, Escambia County, Florida and the South 1155 feet of the Southeast One Quarter of the Northwest One Quarter of Section 12, Township 1 South, Range 30 West. Containing 68.0 acres more or less.

NOT A SURVEY

PREBLE-RISH, INC.
CONSULTING ENGINEERS AND SURVEYORS
CIVIL • SURVEYING • SITE PLANNING
324 MARINA DRIVE PORT ST. JOE, FL 32456 (850) 227-7200
216 TARRAGONA ST. #C PENSACOLA, FL 32502 (850) 267-0759
90 BEAL PARKWAY NW FORT WALTON, FL 325487 (850) 200-4783
877 COUNTY ROAD 393 SANTA ROSA BEACH, FL 32459 (850) 267-0759

SKETCH OF DESCRIPTION	DATE: 7/31/13	PROJECT NO. 821.000
SMARTHOMES, LLC A PORTION OF SECTION 12 TOWNSHIP 1 SOUTH, RANGE 30 WEST ESCAMBIA COUNTY, FL	SCALE:	
	DRAWN:	SHEET 1
	CHECKED:	

From: bud
To: Juan C. Lemos
Subject: FW: Letter of Historical Significance
Date: Thursday, August 22, 2013 8:08:19 PM

Juan, as requested. Sorry it was omitted from the initial submittal. Thank you, Buddy.

From: John Phillips [mailto:jphillip@uwf.edu]
Sent: Monday, July 01, 2013 4:23 PM
To: bud
Subject: Re: Letter of Historical Significance

Buddy,

i reviewed the above referenced parcel for the presence of cultural resources. There are no archaeological sites, historic structures, or National Register of Historic Places properties located within or adjacent to the the parcel.

On Mon, Jul 1, 2013 at 9:35 AM, bud <budpage1@mchsi.com> wrote:
Good morning, John
As indicated by phone, we need to determine if your records indicate if the following property has any documented historical/architectural significance:

Property parcel number:	12-1S-30-2001-001-001
Address:	West side of Airway Drive
Property size:	80 acres +-
Location:	Adjacent and south of the John R. Jones Recreation Park on Nine Mile Road
Present owner:	Escambia County School Board
Proposed use:	Max. 780 apartments

We have a short fuse for due diligence ending Friday, July 5, 2013. If you could advise of your findings by then it will be most appreciated. Thank you.

Buddy

Wiley C."Buddy" Page, MPA, APA
Professional Growth Management Services, LLC
5337 Hamilton Lane - Pace, Florida 32571
Planning - Zoning - Litigation Support
Cell 850.232.9853 - budpage1@mchsi.com

--

John C. Phillips, M.A.
Archaeologist
Research Associate/Instructor
Archaeology Institute
University of West Florida
11,000 University Parkway
Pensacola, FL 32514
Office (850) 857-6328 or (850) 474-3015
Fax (850) 474-2764

Emailed 8/19/13

BARRY A. VITTOR & ASSOCIATES, INC.

ENVIRONMENTAL RESEARCH & CONSULTING

8060 Cottage Hill Road Mobile, Alabama 36695

Phone (251) 633-6100 Fax (251) 633-6738

Kevin Kirchharr
Triple K Construction

August 16, 2013

Subject: Wetland Delineation and Threatened/Endangered Species Survey, 66-Acre Property in Cantonment, Florida

Dear Kevin:

Barry A. Vittor and Associates, Inc. (Vittor & Associates) personnel delineated and mapped jurisdictional wetlands and performed a threatened and endangered species survey (T&E report under separate cover) on a 66-acre property in Cantonment, Florida on August 14, 2013. Specifically, the property is located west of Airway Drive just south of a large sports complex in Section 12, Township 1S, Range 30W on the Cantonment, Florida 7.5 minute Quadrangle.

The property is currently an undeveloped wooded tract that is surrounded by roads, single-family residences, an apartment complex, and the aforementioned sports complex. The most recent use of the land appeared to have been for growing pine timber, but as recently as 1978 it was shown on the Quadrangle map as being part of the U.S. Naval Reservation. Vittor & Associates noted evidence of old structures and roadbeds during our survey that may support these past land uses.

Vittor & Associates found that most of the property consists of upland mixed pine/hardwood habitat, however, we delineated and mapped a small wetland area associated with a perennial stream that cuts across the southeast corner of the property. Vegetation on the upland portions of the wooded site consisted primarily of loblolly pine, water oak, sweet gum, live oak, black cherry, red cedar, yaupon, blueberry, grape vine, winged sumac, bracken fern, and beauty berry. Wetland vegetation included swamp tupelo gum, sweet bay magnolia, red maple, swamp cyrilla, chain fern and royal fern. The percentage and distribution of upland and wetland soils were consistent with the NRCS Web Soil Survey Map for this site.

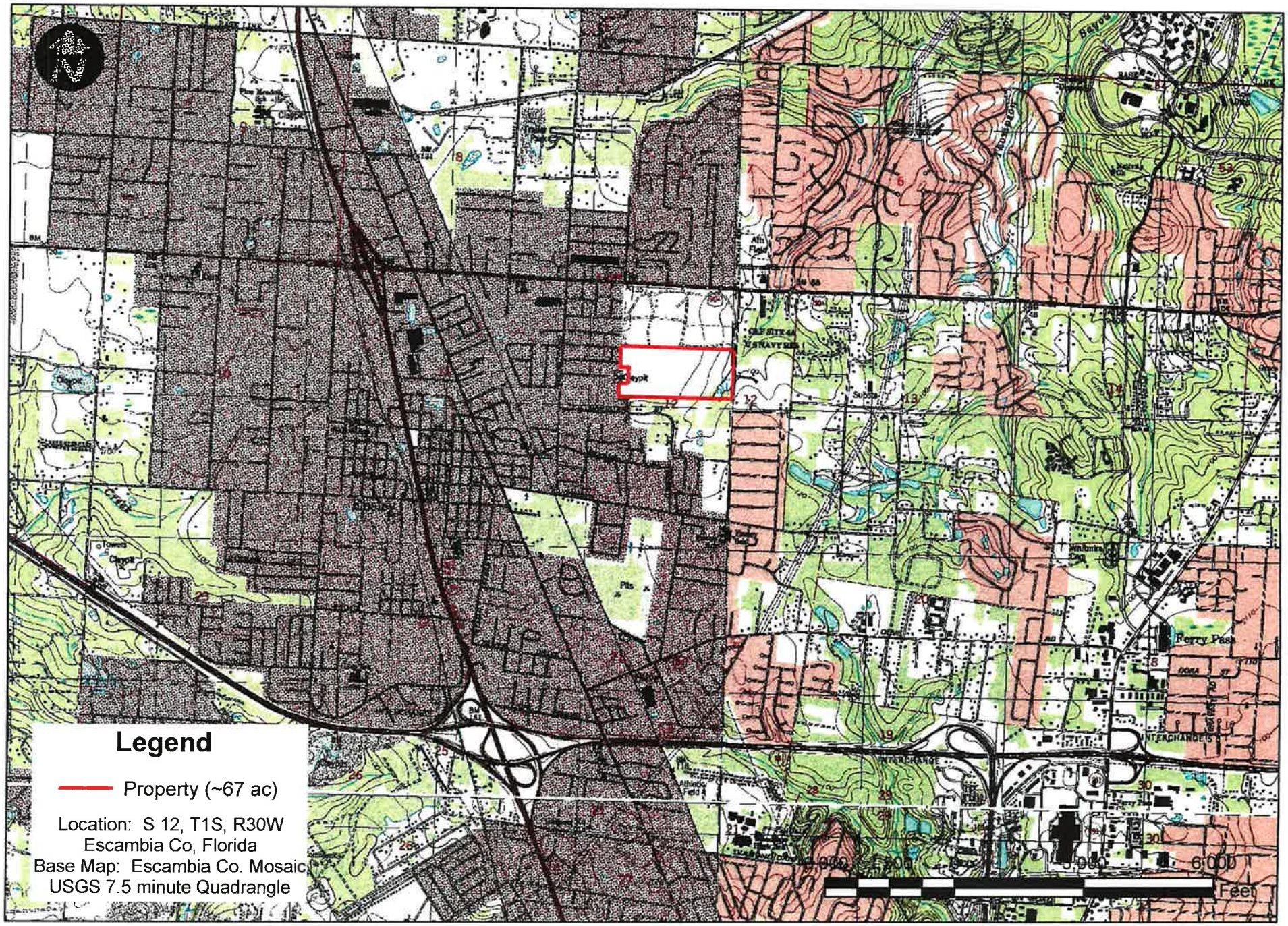
Vittor & Associates delineated approximately 2.9 acres of jurisdictional wetlands on the site. The survey was conducted according to the methods set forth by the Army Corps of Engineers and Florida DEP. The wetland map is attached.

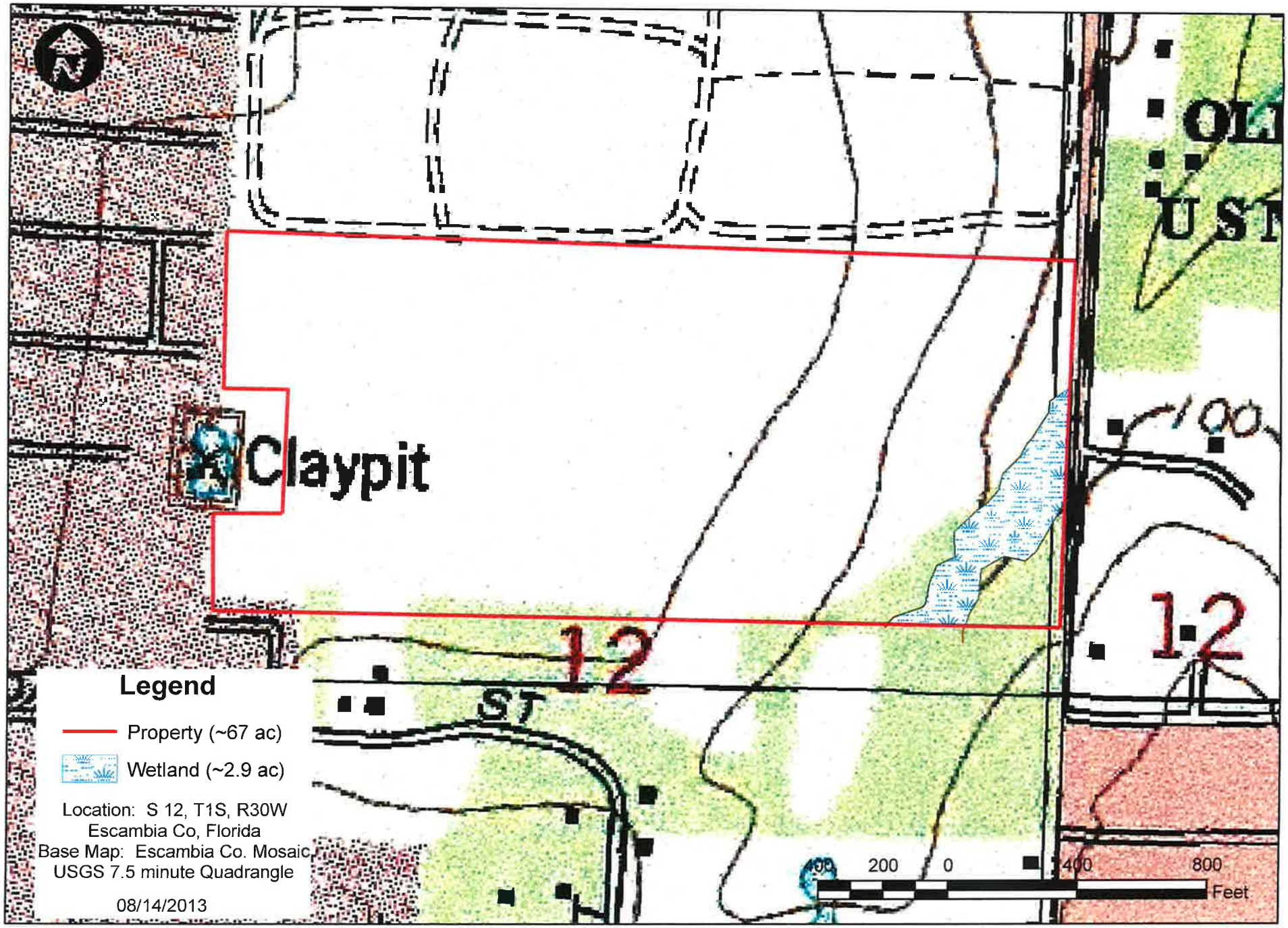
Please call if you need additional information concerning this survey.

Sincerely,

Terry Whitehurst

Terry Whitehurst
Wetlands Department Manager


Legend
Property (~67 ac)
Location: S 12, T1S, R30W
Escambia Co, Florida
Base Map: Escambia Co. Mosaic
USGS 7.5 minute Quadrangle
6,000
Feet


Claypit
12
ST
1.2
100
Legend
Property (~67 ac)
Wetland (~2.9 ac)
Location: S 12, T1S, R30W
Escambia Co, Florida
Base Map: Escambia Co. Mosaic
USGS 7.5 minute Quadrangle
08/14/2013
400
200
0
400
800
Feet

BARRY A. VITTOR & ASSOCIATES, INC.
ENVIRONMENTAL RESEARCH & CONSULTING
8060 Cottage Hill Road Mobile, Alabama 36695
Phone (251) 633-6100 Fax (251) 633-6738

Dr. Don Imm
U. S. Fish and Wildlife Service
Panama City Ecological Services Field Office
1601Balboa Avenue
Panama City Florida, 32405-3792

August 14, 2013

Subject: Threatened/Endangered Species Survey for a 67-acre property located on Airway Drive Escambia County, Florida.

Dear Dr. Imm:

Barry A. Vittor & Associates, Inc. inspected a 67-acre property located on Airway Drive in Escambia County, Florida for the presence of threatened and/or endangered species. The project is located in Section 12, Township 13 South, and Range 30 West. Latitude/Longitude coordinates for the project site are N 30.527478/W -87.250226. The site is located on Cantonment, Florida, USGS 7.5-minute topographic quadrangle.

Pedestrian surveys of the project site were performed by Vittor & Associates Wetland Biologist, Matthew Stowe and Wetland Manager Terry Whitehurst on August 14, 2013. Target species for this survey were selected based on current knowledge of individual species' distributions and their specific habitat requirements. The USFWS Panama City Ecological Field Services' website (http://www.fws.gov/panamacity/resources/pdf/Species%20List/2012Panhandle.pdf; *Florida Federally Listed Species by County*) was also utilized as a reference. Species selected as targets for the survey included Reticulated Flatwoods Salamander (*Ambystoma bishopi*), Eastern Indigo Snake (*Drymarchon corais couperi*) and Red-cockaded Woodpecker (*Picoides borealis*).

Habitat bordering Airway Drive consisted mainly of pine plantation. Wetlands identified in our survey area were located on the southeast portion of the property. Vegetation found in the uplands consisted of water oak (*Quercus nigra*), loblolly pine (*Pinus taeda*), sweet gum (*Liquidambar styraciflua*), blueberry (*Vaccinium sp*), yaupon (*Ilex vomitoria*), and live oak (*Quercus virginiana*). Wetland vegetation consisted of sweetbay magnolia (*Magnolia virginiana*), red maple (*Acer rubrum*), Chinese privet (*Ligustrum sinense*), and swamp tupelo (*Nyssa biflora*).

No federally protected species were noted on or near the project location. No pine trees suitable for use as cavity trees by Red-cockaded Woodpecker were found and

foraging habitat does not exist on the project site. This species is not expected to occur within the project boundaries. No individuals of Indigo Snake or Reticulated Flatwoods Salamander were observed within the project site and no habitat suitable for these species is present. Given the results of our survey, it is our professional opinion that any development of the property will not affect any federally listed species.

We request U. S. Fish and Wildlife Service concurrence with our findings at your earliest convenience. Please feel free to contact us if you have any questions or need any additional information.

Sincerely,

Matthew Stowe,
Wetlands Biologist

cc: Kevin Kirchharr
Smart Living,LLC

Data and Analysis

Airway Drive Mixed Residential Development

90 single family and 480 multifamily Units

The subject site is accessible from Hwy 90 (Nine Mile Road) from the north and Johnson Avenue from the south by way of Airway Drive which runs along the easterly side of the site and the large recreational park facility. Airway Drive is located along the easterly side of the Jones Park and the subject site (see location maps), and is a short two lane facility terminating at Nine Mile Road on the north end and Johnson Avenue on its south end. Nine Mile Road is a multi-lane facility designated as a hurricane evacuation route and the Airway intersection contains decell/accell lanes and dedicated turn and acceleration lanes for east and west bound traffic exiting from Airway (see location map). Airway Drive is a two lane local roadway which has recently been upgraded with new paving, lay-back curbs and gutters and sidewalks on both sides of the facility from Johnson Avenue on the south to Nine Mile Road on the north. Johnson Avenue connects Airway to Chemstrand Road and Hwy 29 to the west and Davis Highway/I-10 to the east.

Area Growth Corridor Much new development has occurred along Nine Mile Road over the past 6-8 years and this area in mid-county continues to be the leader in new construction activities. The largest development on east end of Nine Mile Road continues to be the expanding campus of the University of West Florida. Not only continuing to construct student housing and classroom facilities, the University recently acquired the nearby Scenic Hills Golf Course facility located about one mile east of the Airway/Nine Mile intersection. Additionally, the University

recently announced a joint venture with private developers to construct a large complex containing meeting facilities, new student housing complex and a convention center, all fronting on east Nine Mile Road. This demonstrates the need for additional housing and community needs in this area of the conuty.

On the west end of Nine Mile Road (approximately 4-5 miles from the site) is the existing Navy Federal Credit Union campus which recently acquired the large and adjacent Langley Bell 4-H Club agricultural farmland for expansion purposes. Navy Federal has relocated its north American headquarters to the site and will soon be the largest single employer in Escambia county with over 4,800 workers. Ground breaking has occurred and much of the expansion is currently underway. This Nine Mile Road corridor of the county continues to be the strongest developing portion of the area which will further increase the housing demand.

WELL HEADS As shown on the attached Well Head Proximity Map, the site is located approximately 1/4 mile south of an existing well head owned by the Emerald Coast Utility Authority (ECUA). The well head is located within the John R. Jones Recreation Complex and its cone of influence covers approximately 1/2 of the proposed 70 acre development site. As a result, the drainage design of the site will require special review and approval of the ECUA.

STORMWATER MANAGEMENT Topographical features show that the site is higher on the west end. As shown on the attached site/contour map, the westerly end was found to have an elevation of 129 feet, while the easterly edge of the site had a 96 feet elevation contour. With a 33' downhill gradient, the existing

stormwater drainage pattern is from west to east. This is similar to the existing stormwater drainage system within Jones Recreation Park as evidenced by the location of the existing drainage pond located at the extreme southeastern corner of park property.

The proposed stormwater design for the 70 acre site will include the use of pipe, curb and gutter and swales, among others. The collected stormwater will be directed into two linear ponds running east and west along the site boundary together with a larger facility located near the northeast corner of the property. This location will be across the entranceway street from the holding pond that serves the recreation park as shown of the attached site/contour map. The easterly end of the site has been designed to avoid any construction activities within areas that could potentially be classified as jurisdictional wetlands. Prior to any site activity these areas will be flagged by environmental scientists to precisely identify any plants, wetlands and any other flora/fauna of concern. The proposed stormwater plan will then be designed and submitted for review and approval by all appropriate county, state and federal regulatory offices.

TRAFFIC: Access to the site from the east will be from Airway Drive, a second access point will likely be a connection from the site to Topeka Road which is an existing county road that terminates at the westerly boundary line of the site and a third access point will be located at the extreme southwest corner of the site exiting on to Barker Street. Barker street then will allow traffic to proceed west connecting to Chemstrand Road. This Topeka Road access will then allow site traffic an ingress/egress connection to Chemstrand Road, located about 900' west of the

site. As shown on the attached access map, the apartments located on the westerly end of the site can also travel east along the proposed roadway located along the northerly edge of the site to Airway. As proposed, then, the multifamily apartments will have three ingress/egress points while the single family side of the development will two.

As earlier referenced, Airway Drive has recently been resurfaced and represents the best roadway in the area with sidewalks of both sides of the pavement in addition to curbs and gutters for stormwater control enhancements. Airway Drive terminates at Johnson Avenue on its southern end. Johnson Ave. is designated as a Collector Roadway running east to the first major intersection at Davis Highway and west to Chemstrand Road and Highway 29. It is anticipated that perhaps as much as 50% of the trips generated from the site will be headed east and south to the Pensacola area and will do so by way of this Johnson Avenue/Davis Highway/I-110 connections. Trips headed north and west from the site would likely use either the Topeka Road or Johnson Avenue roadways to access Chemstrand Road to Hwy.29

Traffic head north and east from the site would likely use Airway Drive and Nine Mile Road to reach the major shopping center for the area at University Parkway or to reach the UWF main campus of further east to Santa Rosa County.

RECREATION AND OPEN SPACE: As referenced earlier, the site is located south and adjacent to the John R. Jones Park which is the counties flagship baseball and football recreational facility. With this in mind, the proposed design of the residential community will likely include internal walking connections allowing residents to access the park without walking along Airway Drive. Given the size and open spaces afforded by the Jones Park next door, it is anticipated that existing facilities have

sufficient capacity to meet the recreation and open space needs of this proposed new development.

HISTORIC / ARCHITECTUAL SIGNIFICANCE: Upon request, the Archeology Department of the University of West Florida examined their records and found that there were no indications of any historical event or archeological findings for this area. A copy of this finding from UWF Dr. John Phillip is attached.

SCHOOLS: A letter identifying potential development impacts on the area school facilities has been requested. Schools of potential impact include:

Ensley Elementary School

Woodham Middle School

Pine Forest High School

UTILITY IMPACTS: A letter identifying potential development impacts on utility capacities including water, sanitary sewer and garbage collection, has been requested.

Proposed Mixed Residential Development
Airway Drive
Pensacola, Florida

Consistency with Relevant Portions of the Escambia Comprehensive Plan

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

RESPONSE: If approved by the Escambia County Planning Board, this proposed development will be consistent with this policy.

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

RESPONSE: During the plan review process, the required buffering methodology will be identified for review and approval by County officials. The approved method of buffering will then be installed/planted by developers.

FLU 1.2.2 LDC Provisions. Escambia County shall include provisions in the LDC that require identification and preservation of significant archeological and/or historic sites or structures within the County. The provisions will include protection for all sites listed on the Florida Master Site File and will be developed in cooperation with the Department of State, Division of Historical Resources. The provisions also will include requirements that provide for the cessation of land disturbing activities any time artifacts with potential historical significance are revealed during construction activities on any site with potential historical significance. The purpose of the cessation is to allow time to determine the

significance of any artifact or historical evidence found on the site. Normally, determinations will be made by those approved to make such determinations by the Division of Historical Resources.

RESPONSE: This site was acquired by the School Board from the U.S. Navy and it had been periodically used in flight training purposes in the 1950s and 1960s. After acquisition, the site was planted with slash pine trees which are present today. The site was researched by the Archeology Department of the University of West Florida for any indication of historical significance. The attached statement from Dr. John Phillip concludes that the site had/has no historical significance.

FLU 2.1.1 **Infrastructure Capacities.** Urban uses shall be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

RESPONSE: This application is requesting approval to construct a mixed residential use on the 70 acre site consisting of 90 single family lots and 480 apartment units. The site location is central and is within the water/sewer/garbage service area of the Emerald Coast Utility Authority (ECUA). The attached ECUA letter concludes that it has all needed infrastructure elements in place with sufficient capacity available. (See service providers letter in application)..

MOB 1.1.1 New Development. Future developments will pay all costs and construct all roads within the development as well as existing and proposed access roads (internal and external) to Escambia County standards so that the roads, upon construction, may be accepted into Escambia County's road system. Nothing in this policy shall be interpreted to preclude the County from requiring the development to pay all costs to the County associated with construction of any transportation improvement made necessary by the development.

RESPONSE: This proposed development will submit detailed site plans identifying required improvements all of which will be paid by the developer.

MOB 1.1.2 Level of Service (LOS) Standards. Levels of Service (LOS) based on annualized p.m. peak hour conditions will be used to evaluate facility capacity and for issuance of development orders. LOS standards for all roadways are hereby established as shown below according to the functional classification of roadways identified on the 2005 Federal Functional Classifications Map. The Mobility Series includes the 2005 Federal Functional Classifications Map, the Number of Lanes – Escambia County Map, the FL-AL TPO Prioritized Bicycle & Pedestrian Projects Map, the Transportation Improvement Program FY 2010-2014 Major Projects Map, the Traffic Volume & Level of Service Report, and the FL-AL TPO Long Range Plan (future roadway). The FDOT LOS standards are also used for SIS facilities.

RESPONSE: This proposed development will not degrade Highway 90 which is designated by the Florida Department of Transportation as a Principle Arterial roadway with an adopted Level of Service Standard at "D".

MOB 1.1.3 On-site Facilities. All new private developments, including but not limited to planned unit developments, shopping centers, multifamily residential projects and other projects with internal circulation and parking needs shall be required to provide safe and convenient on-site traffic flow, facilities for non-motorized transportation and sufficient vehicular parking to accommodate the needs of the development.

RESPONSE: Preliminary internal circulation design shows the site will be accessible from the east, west and south. These plans will be submitted to the County for review and approval. The plans will contain overall parking and traffic circulation patterns and will comply with this element of the Comprehensive Plan.

INF 3.1.8 Developer Responsibilities. Installation of stormwater management facilities made necessary by new development shall be the responsibility of the developer.

RESPONSE: Required stormwater management plan and facilities will be designed and installed at the developers expense.

INF 4.1.6 Developer Responsibility. The cost of water line extensions made necessary by new development shall be the responsibility of the developer unless otherwise funded by the service provider.

RESPONSE: The developer will pay for all agreed costs associated with any required modifications to the water lines.

INF 5.1.3 Wellhead Protection. Wellhead protection zones shall be located based in part upon the most current NWFWMD three-dimensional sand and gravel aquifer computer model. Compliance with design and performance standards pursuant to Chapter 62.532 Florida Administrative Code, is required to adopt FDEP minimum wellhead protection standards.

RESPONSE: As shown in the attached wellhead location map, this site is located near a potable water extraction facility. The Potable Wells Wellhead Protection Areas Map shows the site has a substantial portion within a protection boundary area. As such, the project will require a review by the Emerald Coast Utility Authority water utility to determine impacts and remediation..

CON 1.1.1 Environmentally Sensitive Lands. Escambia County shall inventory the County's environmentally sensitive lands as defined in Chapter 3, Definitions. The Escambia County Wetlands Map and the Escambia County Special Flood Hazard Areas Map.

RESPONSE: Existing inventory maps indicate that a small area in the extreme southeast corner of the site may likely contain jurisdictional wetlands. As shown on the preliminary site layout, this area is being completely avoided and will remain in its natural state.

CON 1.3.1 Stormwater Management. Escambia County shall protect surface

water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.

RESPONSE: Plans depicting stormwater management and treatment will be submitted to Escambia County for review and approval to assure compliance with this requirement.

OTHER: The site is not located within any designated Area of Critical State Concern.

EMERALD COAST
UTILITIES AUTHORITY

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

July 8, 2013

Mr. Lewis W. Breland
Smart Living, LLC
2101 Clinton Avenue
Huntsville, AL 35801

Re: Airway Drive Residential Development (Airway Drive)

Dear Mr. Breland:

In response to your inquiry concerning availability of water and sewer service for the above referenced project, ECUA anticipates no problems in water supply or sewage treatment plant capacity. Our review indicates this project will not degrade ECUA's water and sewer systems to a degree which would cause these systems to fail to meet the adopted levels of service as defined in the Escambia County Comprehensive Plan.

For the purpose of concurrency review, ECUA will guarantee the availability of water and sewer system capacity up to the requested demand and flow for a period not to exceed one year from the date of this letter. The administration of the Concurrency Review Process is the sole responsibility of Escambia County. This letter is provided to assist in that process.

Connection of the proposed project to ECUA's systems is the responsibility of the developer. Extensions to the ECUA potable water distribution and sewage collection systems to serve this project must be designed and constructed in accordance with ECUA's policies, procedures, and all applicable permitting requirements. Wastewater capacity impact fees are due and payable prior to issuance of building permits. Water capacity impact fees are due prior to actual connection to the ECUA system.

Sincerely,

William E. Johnson, Jr., PE/LS
Director of Engineering

cc: Buddy Page, MPA, APA, Professional Growth Management Services, LLC
File

WEJ/vlf

Elizabeth S. Campbell
District One

Lois Benson
District Two

Elvin McCorvey
District Three

Dale Perkins
District Four

Larry Walker
District Five



PRELIMINARY PLAN

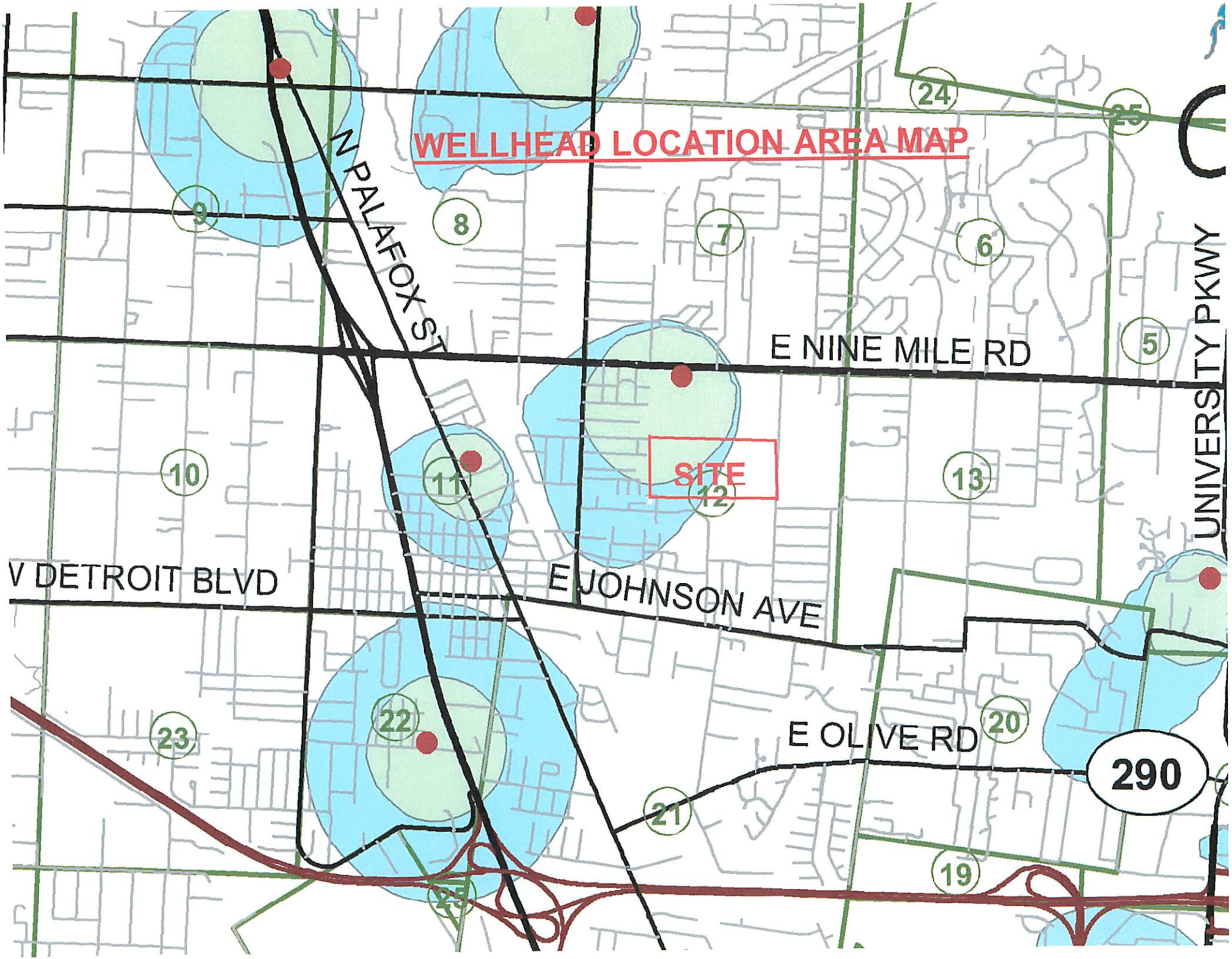
AIRWAY DRIVE PROJECT
70 +/- ACRE SITE
ESCAMBIA COUNTY, FL

PROJECT NO: 821.000
SHEET: 1

PREBLE-RISH, INC.
CONSULTING ENGINEERS
CIVIL • SURVEYING • SITE PLANNING
90 BEAL PKWY, STE C • FT. WALTON BEACH, FL 32547 • (850) 200-4783

SCALE:	DESIGNED:	DRAWN:	CHECKED:	DATE:

NO.	DATE:	APP'R	REVISION:
1			
2			
3			
4			
5			
6			
7			


WELLHEAD LOCATION AREA MAP
N PALAFOX ST
E NINE MILE RD
UNIVERSITY PKWY
SITE
V DETROIT BLVD
E JOHNSON AVE
E OLIVE RD
290
24
25
9
8
7
6
5
10
11
12
13
23
22
20
21
19



TRAFFIC DISTRIBUTION FOR 70 ACRES SITE ON AIRWAY DRIVE

SURVEYOR'S NOTES
1 BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, NORTH ZONE, NAD 1983/90, U S SURVEY FEET
2 THIS SURVEY, MAP, AND REPORT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES
3 FLOOD NOTE BY GRAPHIC PLOTTING ONLY, THE PROPERTY SHOWN HEREON LIES IN ZONE X AS PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE FOR ESCAMBIA COUNTY, FLORIDA, SEE COMMUNITY PANEL NO 120080 0295 G, WHICH BEARS A MAP REVISED DATE OF SEPTEMBER 29, 2006
4 SOURCE OF INFORMATION COMMITMENT FOR TITLE INSURANCE, PERPARED BY CHICAGO TITLE INSURANCE COMPANY, ORDER NO 4501043 WITH AN EFFECTIVE DATE OF AUGUST 12, 2013 AT 8 00 AM, DEEDS RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA AND FIELD MONUMENTATION
5 THE PROPERTY SURVEYED IS VACANT AND HEAVILY WOODED
6 NO UNDERGROUND UTILITIES, UTILITY LINES FOUNDATIONS, OR OTHER UNDERGROUND STRUCTURES HAVE BEEN LOCATED BY PREBLE-RISH, INC , EXCEPT AS SHOWN
7 NO ATTEMPT HAS BEEN MADE TO LOCATE OR DETERMINE ENVIRONMENTAL WETLAND LINES BY PREBLE-RISH, INC
8 THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA
9 DATE OF FIELD SURVEY AUGUST 8-20, 2013
10 PROPERTY SUBJECT TO OIL, GAS AND MINERAL RESERVATIONS SET FORTH IN OFFICIAL RECORDS BOOK 1261, PAGE 867 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA

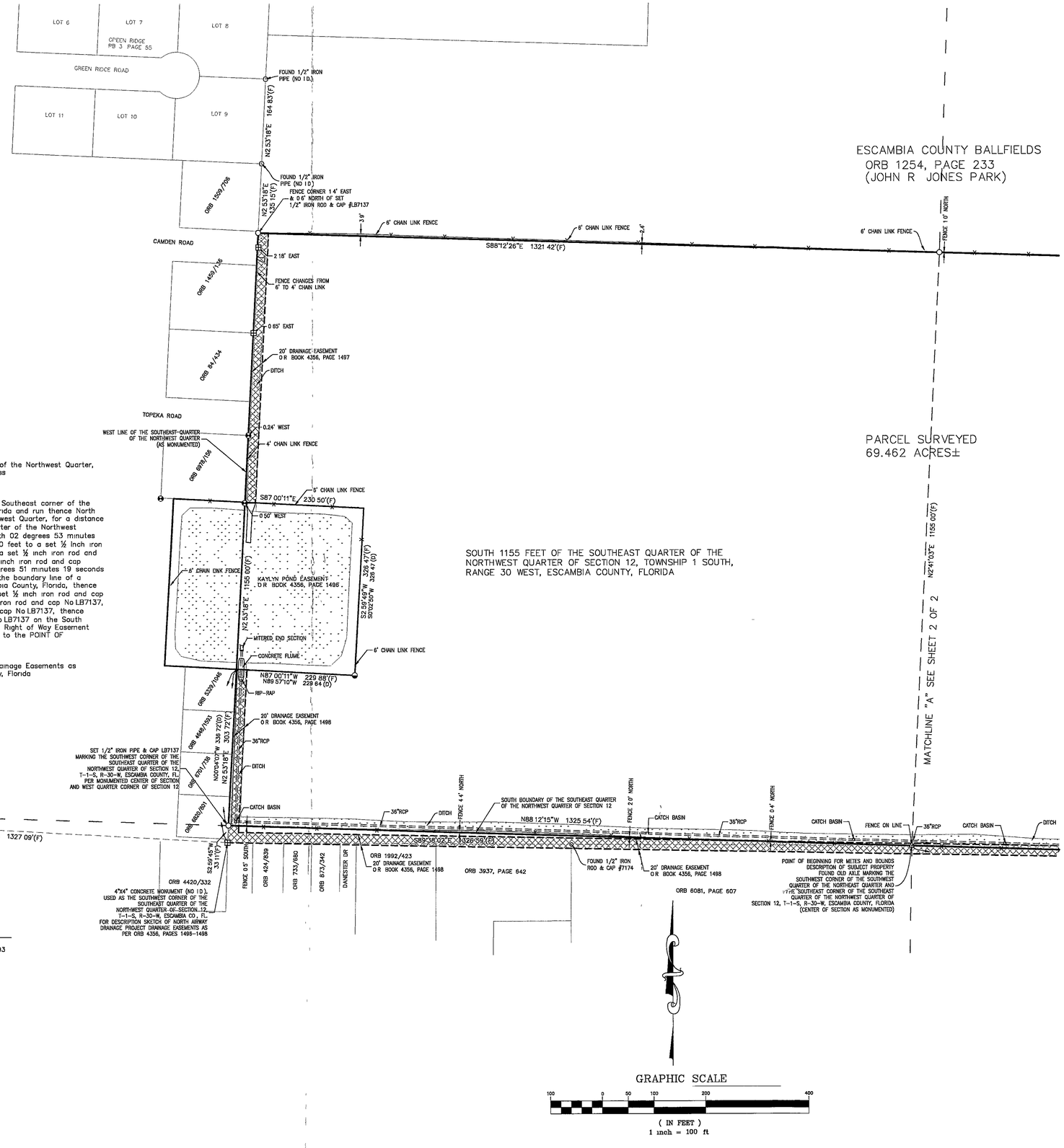
LEGAL DESCRIPTION AS PER EXHIBIT "A", CHICAGO TITLE INSURANCE COMPANY
ORDER NO 4501043, DATED AUGUST 12, 213 AT 8 00 AM

The South 1155' of the Southwest Quarter of the Northeast Quarter and the South 1155' of the Southeast Quarter of the Northwest Quarter, all lying in Section 12, Township 1 South, Range 30 West, Escambia County, Florida, containing 70 acres more or less

DESCRIBED BY FIELD SURVEY AS FOLLOWS

Beginning at an old axle marking the Southwest corner of the Southwest Quarter of the Northeast Quarter and the Southeast corner of the Southeast Quarter of the Northwest Quarter of Section 12, Township 1 South, Range 30 West, Escambia County, Florida and run thence North 88 degrees 12 minutes 15 seconds West, along the South boundary line of the said Southeast Quarter of the Northwest Quarter, for a distance of 1,325 54 feet to a set ½ inch iron rod and cap No LB7137 marking the southwest corner of the Southeast Quarter of said Section 12 (per monumented center of section and West Quarter corner of Section 12), thence North 02 degrees 53 minutes 18 seconds East, along the West line of said Southeast Quarter of the Northwest Quarter, for a distance of 1,155 00 feet to a set ½ inch iron rod and cap No LB7137, thence South 88 degrees 12 minutes 26 seconds East, for a distance of 1,321 42 feet to a set ½ inch iron rod and cap No LB7137, thence South 88 degrees 15 minutes 52 seconds East, for a distance of 1,327 15 feet to a set ½ inch iron rod and cap No LB7137 on the East boundary line of the said Southwest Quarter of the Northeast Quarter, thence South 02 degrees 51 minutes 19 seconds West, along said East boundary line, for a distance of 89 72 feet to a set ½ inch iron rod and cap No LB7137 on the boundary line of a Public Right of Way Easement as recorded in Official Records Book 6522, Page 111 of the Public Records of Escambia County, Florida, thence along said boundary as follows North 87 degrees 09 minutes 29 seconds West, for a distance of 55 41 feet to a set ½ inch iron rod and cap No LB7137, thence South 02 degrees 48 minutes 01 seconds West, for a distance of 425 00 feet to a set ½ inch iron rod and cap No LB7137, thence South 87 degrees 09 minutes 29 seconds East, for a distance of 39 69 feet to a set ½ inch iron rod and cap No LB7137, thence South 02 degrees 50 minutes 31 seconds West, for a distance of 640 58 feet to a set ½ inch iron rod and cap No LB7137 on the South boundary line of the said Southwest Quarter of the Northeast Quarter, thence leaving said boundary line of a Public Right of Way Easement run North 88 degrees 16 minutes 02 seconds West, along said South boundary line, for a distance of 1,308 53 feet to the POINT OF BEGINNING Containing 69 4625 acres, more or less

SUBJECT TO
Kaylyn Pond Easement as recorded in Official Records Book 4356, Page 1496 and North Airway Drainage Project, Drainage Easements as recorded in Official Records Book 4356, pages 1497and 1498, all recorded in the Public Records of Escambia County, Florida



SYMBOLS & ABBREVIATIONS

#	= NUMBER
—/—	= DISTANCE NOT TO SCALE
L B	= LICENSED BUSINESS
ORB	= OFFICIAL RECORDS BOOK
±	= MORE OR LESS
(F)	= FIELD MEASUREMENT
(D)	= DESCRIPTION DATA
(P)	= PLAT DATA
R C P	= REINFORCED CONCRETE PIPE
R/W	= RIGHT OF WAY
(NO I D)	= NO IDENTIFICATION
○	= SET 1/2" CAPPED IRON ROD L B #7137
●	= FOUND 1/2" CAPPED IRON ROD L B #7277
⊠	= FOUND 4" BY 4" CONCRETE MONUMENT L B #7277
⊗	= FOUND 1/2" CAPPED IRON ROD L.B #7312
⊞	= FOUND 4" BY 4" CONCRETE MONUMENT (NO I D)
⊖	= FOUND 1/2" CAPPED IRON ROD L B #7092
◒	= FOUND 5/8" CAPPED IRON ROD L B #3293
◐	= FOUND 1/2" IRON PIPE (NO I D)
◉	= FOUND 1" IRON PIPE (NO I D)
△	= FOUND AXLE
	= EXISTING ASPHALT PAVEMENT
	= EXISTING CONCRETE
	= EXISTING POND/DITCH
	= PUBLIC RIGHT OF WAY EASEMENT O R BOOK 6522, PAGE 111
	= 20' DRAINAGE EASEMENT O R BOOK 4356, PAGE 1497 & 1498

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft

NO	DATE	APPR	REVISION
1	8/30/13		ADD 10' N OF FENCE
2	9/12/13		ADD 10' N OF FENCE
3	9/26/13		ADD 10' N OF FENCE
4	10/3/13		ADD 10' N OF FENCE
5	10/7/13		ADD 10' N OF FENCE
6	10/8/13		ADD 10' N OF FENCE
7	10/9/13		ADD 10' N OF FENCE

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID

STATE OF FLORIDA
DANIEL JOHN HOSTER P.S.M. # 5749
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB 3293

PREBLE-RISH INC
CONSULTING ENGINEERS AND SURVEYORS
CIVIL • SURVEYING • SITE PLANNING

32 BROOKS STREET PONTE VEDRA, FL 32082 (904) 287-1720	350 JIMMIE RAY ROAD PANAMA CITY, FL 32405 (850) 522-9691	417 E 330 NORTH SUITE 1 DAYTON BEACH, FL 32169 (386) 257-0719	2868 W MARK ST. SUITE 101 WINTER PARK, FL 32792 (407) 657-2270
32 AUDUBON SQUARE SUITE 1 FLAGLER BEACH, FL 32136 (386) 439-4200	36 N ALBERTA STREET SUITE 1 CRAWFORDVILLE, FL 32327 (850) 210-6888		

SCALE	DESIGNED	DRAWN	CHECKED	DATE
1"=100'		DJB	FCR	8/20/2013

BOUNDARY SURVEY
AIRWAY DRIVE
SECTION 12, T-1-S, R-30-W
ESCAMBIA COUNTY, FLORIDA

PROJECT NO	SHEET
821.009	1 OF 2

August 21, 2013 (08 14 11 EST)
M:\821 009 AIRWAY DRIVE\SURVEY DWG\821 009 AIRWAY ROAD BS DWG

ESCAMBIA COUNTY BALLFIELDS
ORB 1254, PAGE 233
(JOHN R JONES PARK)

6' CHAIN LINK FENCE

FENCE 1.0' NORTH

FENCE 0.7' NORTH

6' CHAIN LINK FENCE

S88°15'52"E 1327.15'(F)

FENCE 0.5' NORTH

FOUND 4"X4" CONCRETE MONUMENT NO 7277

S88°13'16"E 1273.30'(F)
S89°36'14"E 1273.30'(P)

LOT 1
BLOCK B

MOZINGO LANE

FOUND 5/8" IRON ROD (NO I D)

6' CHAIN LINK FENCE

11.44'

S2°51'19"W 89.72'(F)

N87°09'29"W 55.41'(F)
N87°01'58"W 55.41'(D)

AIRWAY OAKS
PLAT BOOK 19, PAGE 44 & 44A

LOT 2
BLOCK A

LOT 1

CONCRETE RETAINER WALL

42' WIDE DRAINAGE & RETENTION R/W

DITCH

BOX CULVERT

ORB 3533 PAGE 852

S2°49'01"W 425.00'(F)
S2°55'31"W 425.00'(D)

PUBLIC RIGHT OF WAY EASEMENT O.R BOOK 6522, PAGE 111 (CONTAINS 0.731 ACRES±)

RIP-RAP

AIRWAY DRIVE

EAST BOUNDARY LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, T-1-S, R-30-W

ORB 6040 PAGE 182

S87°09'29"E 39.69'(F)
S87°01'59"E 39.69'(D)

S2°51'19"W 1155.00'(F)

RIGHT OF WAY
ORB 4372, PAGE 1930

DEED BOOK 293, PAGE 257

S2°50'31"W 640.58'(F)
S2°58'01"W 640.82'(D)

ORB 297, PAGE 469

PARCEL SURVEYED
69.462 ACRES±

MATCHLINE "A" SEE SHEET 1 OF 2

N2°41'03"E 1155.00'(F)

SOUTH 1155 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA

'CP

FENCE 0.4' NORTH

CATCH BASIN

FENCE ON LINE

36"RCP

CATCH BASIN

DITCH

36"RCP

CATCH BASIN

N88°16'02"W 1308.53'(F)

SOUTH BOUNDARY OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12

CONCRETE RETAINER WALL

6' CHAIN LINK FENCE

FENCE 1.3' SOUTH

POINT OF BEGINNING FOR METES AND BOUNDS DESCRIPTION OF SUBJECT PROPERTY
FOUND OLD AXLE MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, T-1-S, R-30-W, ESCAMBIA COUNTY, FLORIDA (CENTER OF SECTION AS MONUMENTED)

S88°16'02"E 1323.70'(F)

36"RCP

CONCRETE DITCH

FENCE 0.5' SOUTH

N 1/2, N 1/2, LOT 6, SEC 12
ORB 4180, PAGE 642

NE 1/4, NE 1/4 NW 1/4 SE 1/4
ORB 2024/987

CONCRETE WALK

S88°16'02"E 15.17'(F)
S88°17'58"E 15.17'(D)

N88°16'42"W 1323.63'(F)
N88°43'W 1323'(P)

SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, T-1-S, R-30-W

SPRINGHEAD HOMESITES
PLAT BOOK 3, PAGE 24

LOT 1
BLOCK 1

LOT 2

LOT 3

SMILEY AVENUE

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

SYMBOLS & ABBREVIATIONS

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	= 20' DRAINAGE EASEMENT O R BOOK 4356, PAGE 1497 & 1498

August 21, 2013 (08:14:11 EST)
M:\821.009 AIRWAY DRIVE\SURVEY DWG\821.009 AIRWAY ROAD BS.DWG

NO	DATE	APPR.	REVISION
1			
2			
3			

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL, RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

STATE OF FLORIDA
THOMAS D. BUSBY
LICENSED
PROFESSIONAL SURVEYOR AND MAPPER
No. 4016

PREBLE-RISH INC
CONSULTING ENGINEERS AND SURVEYORS
CIVIL • SURVEYING • SITE PLANNING

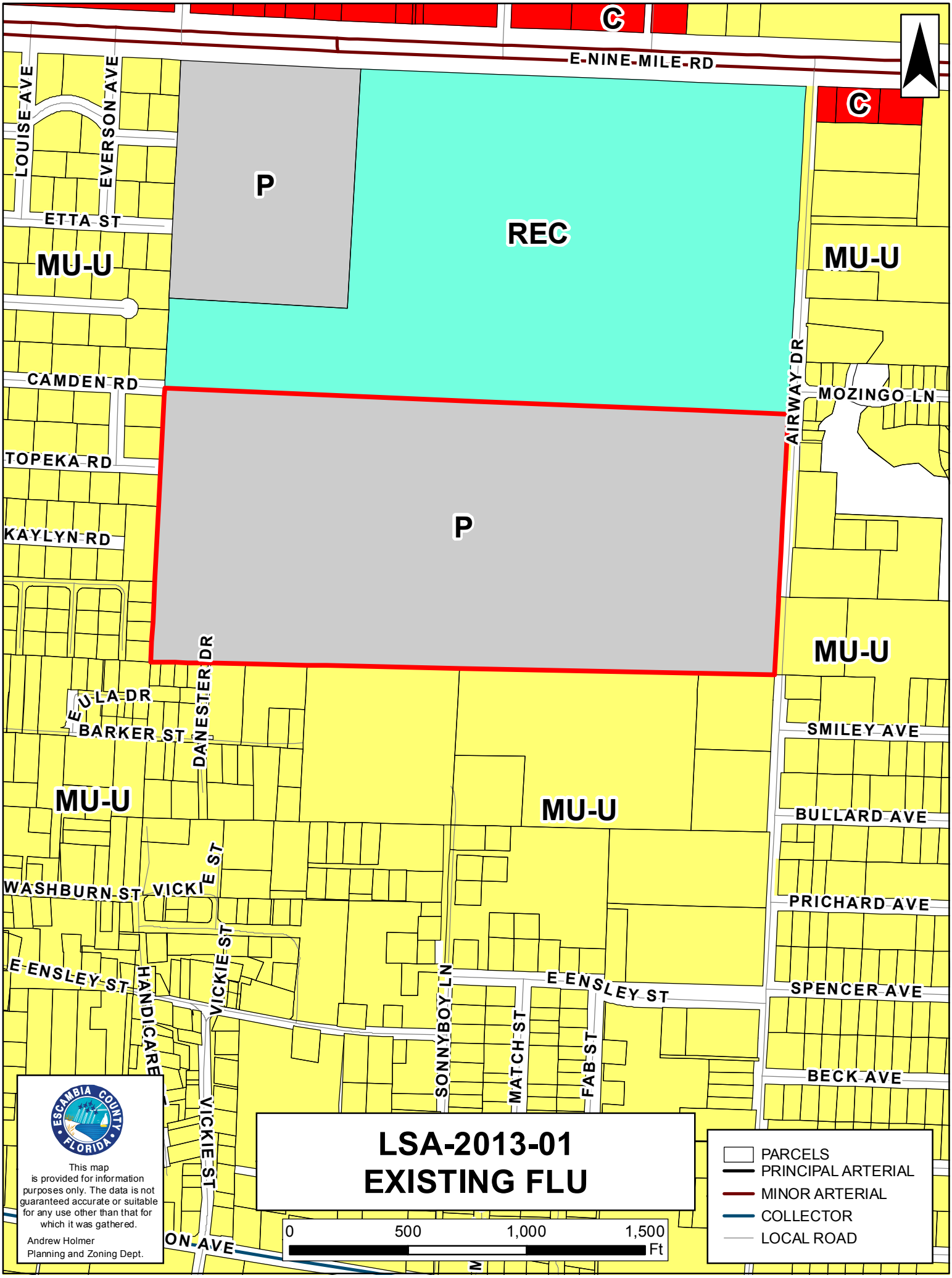
160 GOVERNMENT ST. PENSACOLA, FL 32501 (850) 477-1717	32 WASHINGTON ST. CRESTVIEW, FL 32536 (850) 682-3771	3864 COMMERCE PKWY MIRAMAR, FL 33025 (954) 431-0741
4484 ELLIOTT AVE. PANAMA CITY, FL 32401 (850) 769-3468	207 BELL AVENUE PORT ST. JOE, FL 32456 (850) 227-7200	3010 ALVIN DEVANE BLVD. AUSTIN, TEXAS 78741 (512) 394-0415
1301 GULF BREEZE PKWY GULF BREEZE, FL 32563 (850) 916-4200	2981 GUNTER PARK DR. W. MONTGOMERY, AL 36109 (334) 395-0778	

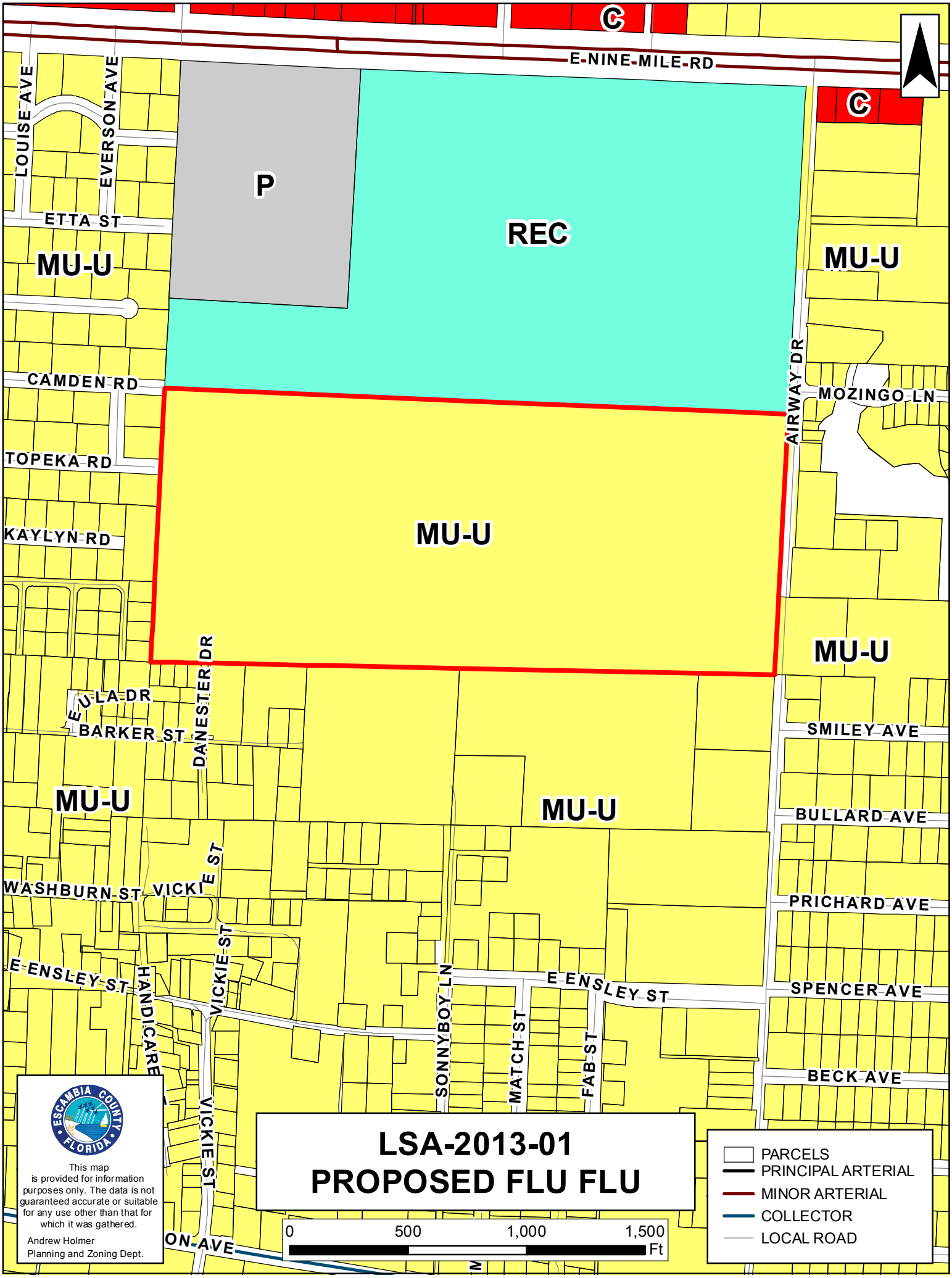
DRAWN	CHECKED	DATE
DJB	FCR	8/20/2013
SCALE	DESIGNED	DRAWING
1"=100'		

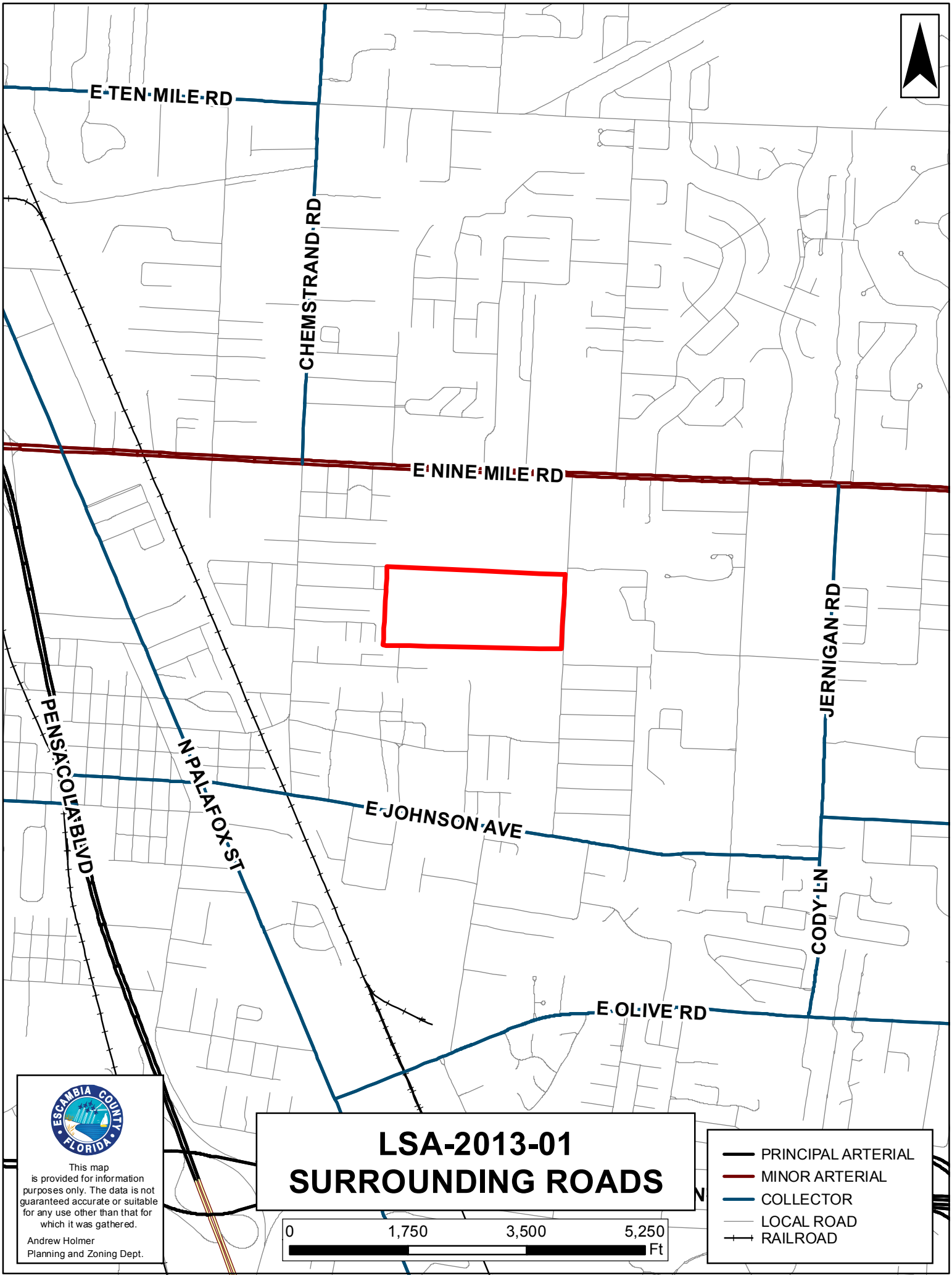
BOUNDARY SURVEY

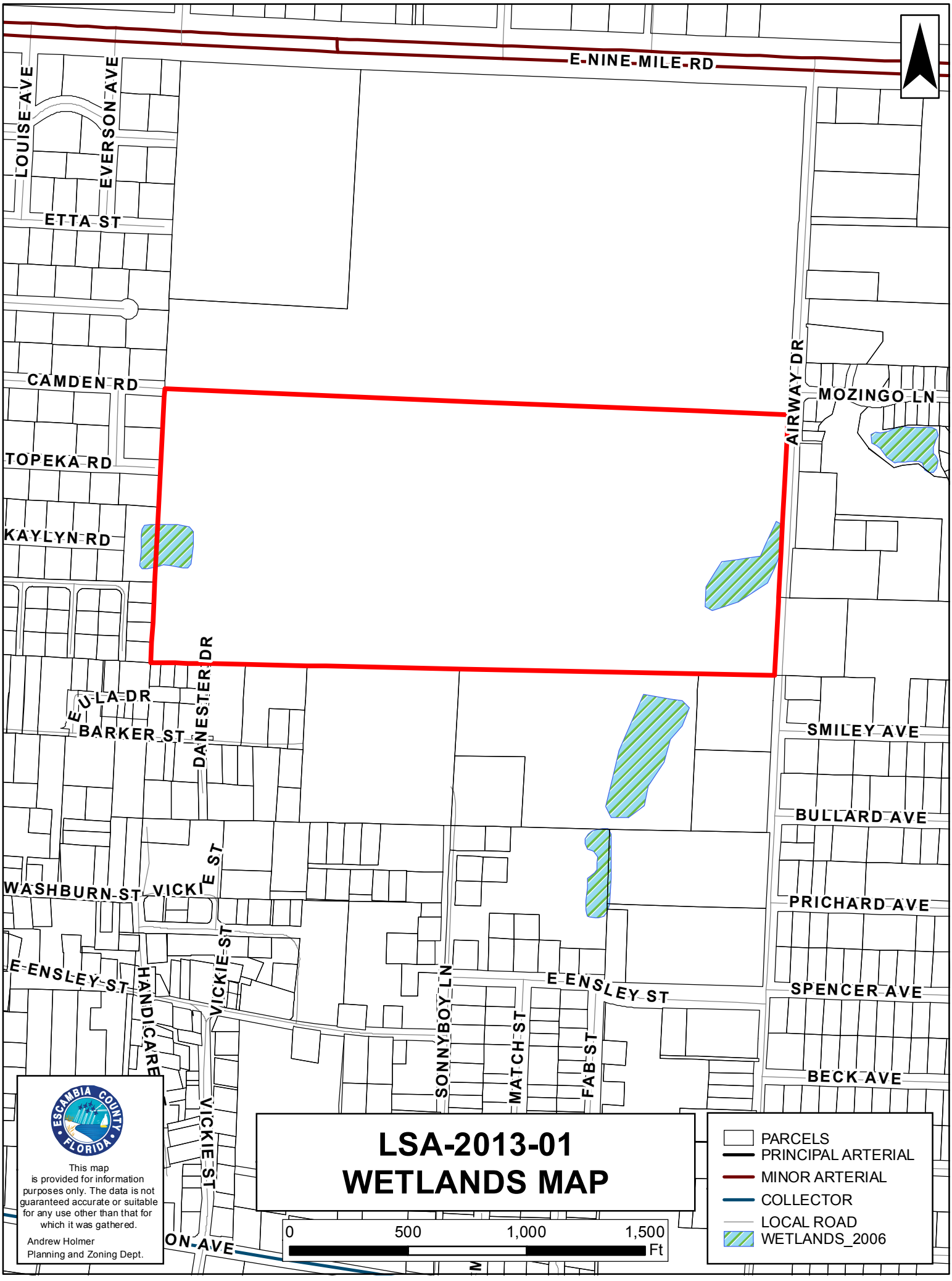
AIRWAY DRIVE
SECTION 12, T-1-S, R-30-W
ESCAMBIA COUNTY, FLORIDA

PROJECT NO	SHEET
821.009	2 OF 2


C
E-NINE-MILE-RD
C
LOUISE AVE
EVERSON AVE
ETTA ST
P
REC
MU-U
MU-U
CAMDEN RD
AIRWAY DR
MOZINGO LN
TOPEKA RD
P
KAYLYN RD
MU-U
DANESTER DR
E U LA DR
BARKER ST
SMILEY AVE
MU-U
MU-U
BULLARD AVE
WASHBURN ST
VICKIE ST
PRICHARD AVE
E ENSLEY ST
HANDICARE
VICKIE ST
SONNYBOY LN
E ENSLEY ST
MATCH ST
FAB ST
SPENCER AVE
BECK AVE
VICKIE ST
ON AVE
LSA-2013-01
EXISTING FLU
0
500
1,000
1,500
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


C
E-NINE-MILE-RD
C
LOUISE AVE
EVERSON AVE
P
REC
ETTA ST
MU-U
MU-U
CAMDEN RD
AIRWAY DR
MOZINGO LN
TOPEKA RD
MU-U
KAYLYN RD
MU-U
DANESTER DR
E U LA DR
BARKER ST
SMILEY AVE
MU-U
MU-U
BULLARD AVE
WASHBURN ST
VICKIE ST
PRICHARD AVE
E ENSLEY ST
VICKIE ST
SONNYBOY LN
E ENSLEY ST
SPENCER AVE
MATCH ST
FAB ST
BECK AVE
VICKIE ST
ON AVE
LSA-2013-01
PROPOSED FLU FLU
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500
1,000
1,500
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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Planning and Zoning Dept.


E TEN MILE RD
CHEMSTRAND RD
E NINE MILE RD
JERNIGAN RD
PENSACOLA BLVD
N PALAFOX ST
E JOHNSON AVE
CODY LN
E OLIVE RD
LSA-2013-01
SURROUNDING ROADS
0
1,750
3,500
5,250
Ft
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.


E-NINE-MILE-RD
LOUISE AVE
EVERSON AVE
ETTA ST
CAMDEN RD
TOPEKA RD
KAYLYN RD
AIRWAY DR
MOZINGO LN
EULA DR
BARKER ST
DANESTER DR
SMILEY AVE
BULLARD AVE
WASHBURN ST
VICKIE ST
PRICHARD AVE
E ENSLEY ST
HANDICARE
SONNYBOY LN
MATCH ST
FAB ST
SPENCER AVE
BECK AVE
ON AVE
LSA-2013-01
WETLANDS MAP
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
WETLANDS_2006
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500
1,000
1,500
Ft
ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.

Comprehensive Plan Amendment
Staff Analysis

General Data

Project Name:	LSA 2013-01 – Airway Drive
Location:	Airway Drive
Parcel #s:	12-1S-30-2001-001-001
Acreage:	69.462 (+/-) acres
Request:	From Public (P) to Mixed-Use Urban (MU-U)
Agent:	Wiley C. Page, Agent for Chad Pullum
Meeting Dates:	Planning Board October 7, 2013 BCC November 7, 2013

Summary of Proposed Amendment:

The agent requests a Future Land Use (FLU) map amendment to change the future land use category of a 69.462 (+/-) acres parcel from Public FLU to Mixed-Use Urban FLU. The zoning designation for the referenced parcel is S-1, Outdoor Recreational District (noncumulative). If the FLU amendment is approved, the applicant must apply for a rezoning to a category that would be compatible and would allow for the proposed project.

The subject parcel is accessed via Airway Drive, south of Nine Mile Road. The property is surrounded by single family residences and multi-unit developments. The north boundary of the property is adjacent to the R. Jones Athletic Park.

The applicant has indicated that the proposed development is for 90 single family residences and 480 multifamily units on-site.

Land Use Impacts:

Under Comprehensive Plan FLU Policy 1.3.1, Future Land Use categories descriptions, the current Public (P) FLU category is intended for uses or facilities owned or managed by the federal, state or county government or other public institutions or agencies. Specific allowable uses include public parks, local, regional, state or federal facilities, public structures or lands, quasi-public facilities providing public services. The Public FLU does not have any residential densities allowed and there are no designated intensities for the category.

Staff Analysis: The allowable uses under proposed the Mixed-Use Urban FLU category are intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses

within the category as a whole. If the large scale amendment is approved, the maximum density for any future new development on the Mixed-Use Urban parcel is 25 dwelling units per acre and a non-residential maximum intensity of 2.0 floor area ratio (FAR). In areas beyond a ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated: a) Residential – 70% to 85%; b) Public/Rec/Inst. – 10% to 25%; c) Non-Residential – 5% to 10%.

The impact on nearby residential uses would be minimal and compatible, as similar structures and uses are located adjacent to the proposed site while at the same time, the proposed project would provide for infill development. Any proposed improvements within the parcel will be further evaluated during the Site Plan Review process for overall concurrency.

Infrastructure Availability:

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

FLU 2.1.1 Infrastructure Capacities
Urban uses shall be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

GOAL CMS 1 Concurrency Management System
Escambia County shall adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development.

OBJ CMS 1.1 Level of Service Standards
Ensure that Escambia County's adopted Level of Service (LOS) standards for roadways, mass transit, potable water, wastewater, solid waste, stormwater, public schools and recreation will be maintained.

CMS 1.2.1 Concurrency Determination.
The test for concurrency shall be met and the determination of concurrency shall be made prior to the approval of an application for a development order or permit that contains a specific plan for development, including the densities and intensities of the proposed development. If an applicant fails concurrency, he/she may apply to satisfy

the requirements of the concurrency management system through the proportionate fair share program. For applicants participating in the proportionate fair share program, the BCC must approve a proportionate fair share agreement before a certificate of concurrency can be issued. A multi-use Development of Regional Impact (DRI) may satisfy the transportation concurrency requirements of the concurrency management system and of Section 380.06, Florida Statutes, by payment of a proportionate share contribution in accordance with the terms of Section 163.3180(12), Florida Statutes.

Potable Water

The agent's application packet contains a letter from the Emerald Coast Utility Authority, stating that potable water service is available in the area of the proposed amendment. The applicant stated in the narrative that current consultation with ECUA is in progress, in order to coordinate site and system improvements and potential update requirements.

Staff Analysis: Emerald Coast Utilities Authority (ECUA) standard for non-residential uses, the LOS requirements shall be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application, using residential development standards for which population can be estimated from proposed dwelling units (households). Once the project is submitted and in coordination with ECUA, all of the LOS standards will be evaluated, during the Site Plan Review process.

Sanitary Sewer The applicant stated in their analysis that ECUA has available capacity to provide sanitary sewer service to the site. The agent is currently coordinating with ECUA on system requirements and potential upgrades.

Staff Analysis: The adopted level of service standards for sanitary sewer established in Comprehensive Plan Policy INF 1.1.9 states that the LOS requirements shall be based upon an equivalent residential connection calculated by the provider. The applicant must coordinate with the local provider to ensure capacity is available for the project. Once the project is submitted, all of the LOS will have to be achieved and the project will be further evaluated during the Site Plan Review process.

Solid Waste Disposal

The agent stated that the proposed project will use ECUA for solid waste disposal.

Staff Analysis: As established in Comprehensive Plan policy INF 2.1.4, the adopted LOS standard for solid waste disposal in the county is six pounds per capita per day. The Perdido Landfill current build-out of the 424-acre landfill facility is 74 acres. Based on population growth projections and estimated annual Class 1 municipal solid waste (MSW) received, the estimated remaining life of the landfill is 70 years. Once the project is submitted, all of the LOS will be evaluated during the Site Plan Review process.

Stormwater Management

Comprehensive Plan Policy INF 3.1.9 establishes the following minimum level of service standards for drainage:
a. The post development run-off rate shall not exceed the pre-development run-off rate for a 25-year storm event, up to and including an event with greatest intensity. However, the County Engineer may reduce detention/retention storage requirements for developments that provide a direct discharge of treated stormwater to the Gulf of Mexico, Escambia Bay, Pensacola Bay, or Perdido Bay.
b. Compliance with environmental resource permitting and other stormwater design and performance standards of the Florida Department of Environmental Protection and Northwest Florida Water Management District as prescribed in the Florida Administrative Code.
c. The contribution of the new development to any existing, functioning area-wide drainage system shall not degrade the ability of the area-wide system to adequately retain/detain/store and control stormwater run-off.
d. The design and construction for all major channels of stormwater systems under arterial and collector roads shall be predicated upon, and designed to control stormwater from, at least a 100-year storm event.

The agent stated that at time of application, storm water management plans will be submitted for concurrency evaluation.

Staff Analysis: The applicant must ensure that all of the required State and Federal agencies are contacted and that the required permits are obtained. The presence of sensitive lands on site may require a more in-depth assessment by the agencies involved. The County storm water engineer will evaluate the proposed project to ensure all of the storm water management standards are met. Once the project is formally submitted, all of the LOS will be evaluated during the site plan review process.

Traffic Concurrency

Under Comp Plan CMS 1.1.2 ***Primary Tasks.*** *The County Administrator, or designee, shall be responsible for the five primary tasks described below:*
a. Maintaining an inventory of existing public facilities and capacities or deficiencies;
b. Determining concurrency of proposed development that does not require BCC approval;
c. Providing advisory concurrency assessments and recommending conditions of approval to the BCC for those applications for development orders that require BCC approval;
d. Reporting the status of all public facilities covered under this system to the BCC and recommending a schedule of improvements for those public facilities found to have existing deficiencies; and
e. Administering the Proportionate Fair Share Program as outlined in the Land Development Code (LDC) and the Escambia County Concurrency Management System Procedure Manual, if the County CMS-1 and an applicant choose to utilize this program

to mitigate transportation impacts on transportation facilities found to have deficient capacity during the process of testing for concurrency.

The application states that the proposed development will not degrade State Highway 90 which is designated by the Florida Department of Transportation as a principle arterial roadway with the adopted Level of Service Standard at "D".

Staff Analysis: Due to the anticipated impact to the local (County) roadways affected by this proposed development, several improvements may be required. Said improvements may include, but not be limited to, roadway widening, shoulder improvements, striping, sidewalks, bike lanes, traffic calming, left and/or right turn lanes, etc. Any roadway that will be utilized to provide ingress/egress to the subject site shall be brought into compliance with the latest Escambia County requirements. Traffic impacts surrounding roadways have not been analyzed at this stage of development. A traffic impact study will be required during the development review process according to Article 5 of the Land Development Code.

Mass transit shall be coordinated with Escambia County Area Transit (ECAT) during development of the property to reduce vehicle miles traveled thereby reducing greenhouse gas emissions and peak hour demand on state and county roadways.

Future developments will pay all costs and construct all roads within the development as well as existing and proposed access roads (internal and external) to Escambia County or FDOT standards so that the roads, upon construction, may be accepted into county or state road system. Escambia County will consider public-private partnerships (P-3s) as a valid mechanism to obtain transportation funding.

Once the project is submitted, all of the LOS will be evaluated during the Site Plan Review process.

Recreation and Open Space

Escambia County Comprehensive Plan, Section 3.04, Definitions.
Open space: Land or portions of land preserved and protected, whether public or privately owned and perpetually maintained and retained for active or passive recreation, for resource protection, or to meet lot coverage requirements. The term includes, but is not limited to, required yards, developed recreation areas and improved recreation facilities, natural and landscaped areas, and common areas.

REC1.3.2 ***Open Space Requirements.*** *Escambia County shall require the provision of open space by private development when such development is a planned unit development, a multi-family development, a mixed use commercial area or other similar types of development where relatively large land areas are involved. The requirements shall be contained within the LDC. All development projects of five acres or more shall be required to provide open space within the development or contribute to a fund*

therefore. Nothing in this policy shall be interpreted to eliminate the provision of open space for all projects as required by County regulations.

The applicant stated that the site is located south and adjacent to the John R. Jones Park which is the counties flagship baseball and football recreational facility. With this in mind, the proposed design of the residential community will likely include internal walking connections allowing residents to access the park without walking along Airway Drive. Given the size and open spaces afforded by the Jones Park next door, it is anticipated that existing facilities have sufficient capacity to meet the recreation and open space needs of this proposed new development.

Staff Analysis: Once the project is submitted, all of the LOS will be evaluated during the Site Plan Review process. The proposed future development will have to meet the existing adopted open space and recreation requirements of the LDC.

Schools

OBJ PSF 2.1 Level of Service Standards
The narrative from the applicant states that he has requested a letter identifying potential development impacts for school facilities.

Staff Analysis: Representatives from the Escambia County School District will review and comment on all proposals that could have an impact in the projected school capacities and LOS.

SUMMARY: Staff concludes that the proposed development could satisfy all of the requirements listed within the infrastructure analysis.

ANALYSIS OF SUITABILITY

Suitability: *The degree to which the existing characteristics and limitations of land and water are compatible with a proposed use or development.*

Impact on Wellheads, Historically Significant Sites and the Natural Environment:
Wellheads:

CON 1.4.1 ***Wellhead Protection.*** *Escambia County shall provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions shall establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.*

The applicant provide a Well Head Proximity Map showing the site is located approximately 1/4 mile south of an existing well head owned by the Emerald Coast Utility Authority (ECUA). The well head is located within the John R. Jones Recreation Complex and its cone of influence covers approximately 1/2 of the proposed 70 acre development site. As a result, the drainage design of the site will require special review and approval by ECUA.

Staff Analysis: Further evaluation by the Environmental Division and ECUA will be required to ensure standards for wellhead protection areas will be maintained. Once the project is submitted, all of the LOS will be evaluated during the Site Plan Review process.

Historically Significant Sites

FLU 1.2.1 ***State Assistance.*** *Escambia County shall utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County. The County will utilize guidance, direction and technical assistance received from this agency to develop provisions and regulations for the preservation and protection of such sites and structures. In addition, the County will utilize assistance from this agency together with other sources, such as the University of West Florida, in identifying newly discovered historic or archaeological resources. The identification will include an analysis to determine the significance of the resource*.

The applicant stated that this site was acquired by the School Board from the U.S. Navy and it had been periodically used in flight training purposes in the 1950s and 1960s. After acquisition, the site was planted with slash pine trees which are present today. The site was researched by the Archeology Department of the University of West Florida for any indication of historical significance.

Staff Analysis: Evaluation submitted by the applicant of the proposed site and produced by John C. Phillips, M.A., Archaeologist, Research Associate/Instructor, Archaeology Institute, University of West Florida, found no evidence of historically significant artifacts.

Wetlands

CON 1.1.2 ***Wetland and Habitat Indicators.*** *Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval. The Escambia County Hydric Soils Map is attached to this ordinance as Exhibit N.*

The easterly end of the site has been designed to avoid any construction activities within areas that could potentially be classified as jurisdictional wetlands. Prior to any site activity these areas will be flagged by environmental scientists to precisely identify any plants, wetlands and any other flora/fauna of concern.

Staff Analysis:
The applicant has submitted as part of the packet, an environmental evaluation performed by Mr. Terry Whitehurst from Barry A. Vittor and Associates, Inc, dated 16

August 2013, which delineates the existing wetlands. Also attached is a letter from the environmental company to U. S. Fish and Wildlife, requesting concurrency with their no protected Species findings. The applicant must ensure that all of the required State and Federal agencies are contacted and that the required permits are obtained. The presence of sensitive lands on site may require a more in-depth evaluation by the agencies involved. Escambia County staff will evaluate the proposed project to ensure all of the standards for wetlands protection indicated in the LDC, are met. Once the project is formally submitted, it will be evaluated during the Site Plan Review process.

SUMMARY: The proposed project shall avoid any potential impacts to environmentally sensitive areas and should preserve the natural function of wetlands and natural resources on the subject parcel. Staff concludes that the proposed development could satisfy all of the requirements listed within the suitability analysis.

Urban Sprawl:

A development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner, and failing to provide a clear separation between urban and rural uses.

1. *Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.*

The proposed amendment is part of a strategy directing this type of intense development to the central part of the county, away from sensitive coastal areas to the South, and USDA prime soils and farmlands to the North; The proposed Mixed-Urban expansion will direct economic growth and the associated land development to an area that will complement the existing growth patterns of development in the vicinity of the property, thereby minimizing the adverse impacts to natural resources and the existing ecosystems.

2. *Promotes the efficient and cost-effective provision or extension of public infrastructure and services*.

The proposed amendment is in close proximity to the extensive infrastructure that is accessed by other similar uses within the area. The proposed development promotes the principle of compact development and is aimed at reducing the capital and operating costs of providing public infrastructure and services such as roads, utility lines and garbage collection. As a result of the proximity to similar existing uses, the proposed amendment would reduce transportation costs, including the per capita costs to consumers to own and operate vehicles, road and parking facility costs, traffic accidents and pollution emissions.

3. Promotes conservation of water and energy.

The proposed amendment will ensure that the proposed development is conducted in an efficient manner. Specifically, the proximity of the subject property to other existing development will provide for an efficient integration of infrastructure and services that will conserve both water and energy.

4. *Creates a balance of land uses based upon demands of residential population for the nonresidential needs of an area.*

The amendment will allow for a comprehensive mix of uses that will lead to a compatible blend between the existing recreational amenities and the proposed development of residential facilities.

Staff Analysis: It appears that the proposed amendment has met four of the eight criteria to discourage the proliferation of urban sprawl.

Comprehensive Plan Consistency and Relevant Policies:

Urban Sprawl:
A development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner and failing to provide a clear separation between urban and rural uses.

FLU 1.3 Future Land Use Map Designations:
"Designate land uses on FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas."

Mixed Use Urban Future Land Use Category:
FLU 1.3.1 states that the Mixed Use Urban FLU "provides for and allows intensive mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses."

Staff Analysis: As previously elaborated, the site has been evaluated for potable water, sanitary sewer, solid waste disposal, stormwater management, and traffic concurrency. The adopted levels of service would appear to be maintained with the proposed residential development of the parcel. If the amendment is approved, the parcel must go through the quasi-judicial rezoning process. The completed application packet will then be reviewed and evaluated for concurrency as part of the Site Development Review process.

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: LSA 2013-01

Date: 09/12/13

Date requested back by: for October 7 PB

Requested by: Juan C. Lemos

Phone Number: 595-3467

(LEGAL USE ONLY)

Legal Review by [signature]

Date Received: 9/12/13

✓ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER. 2013-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," PROVIDING FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 12, TOWNSHIP 1S, RANGE 30W, PARCEL NUMBER 2001-001-001, TOTALING 69.462 ACRES, LOCATED OFF AIRWAY DRIVE AND SOUTH OF NINE MILE ROAD, FROM PUBLIC (P) TO MIXED USE-URBAN (MU-U); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

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

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

Section 1. Purpose and Intent

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

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2013-01."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use change:

> Parcel identification number 12-1S-30-2001-001-001, totaling 69.462 acres, as more particularly described by Preble-Rish, Inc., Consulting Engineers and Surveyors, in the boundary survey dated August 20, 2013, attached as Exhibit A, from Public (P) to Mixed-Use Urban (MU-U).

Section 4. Severability

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

Section 5. Inclusion in the Code

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or 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

Pursuant to Section 163.3184(3)(c) 4, Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5488 **Growth Management Report 9. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 01/02/2014
Issue: Schedule of Public Hearing
From: Horace Jones, Interim Department Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

That the Board authorize the scheduling of the following Public Hearings for Thursday, January 16, 2014:

A. 5:45 p.m. - A Public Hearing - Review of an Ordinance authorizing transmittal of the Escambia County Comprehensive Plan 2030 to DEO; and

B. 5:46 p.m. - A Public Hearing - Review of an ordinance amending Article 2, Section 2.08.02.E, “Board of County Commissioners review and action on rezonings”.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5426 **County Administrator's Report 9. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 01/02/2014
Issue: 5:33 p.m. Public Hearing – Fund Balance Carry-forwards
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling a Public Hearing Request - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on January 16, 2014, at 5:33 p.m., to amend the Fiscal Year 2013/2014 Budget to include the fund balance carry forwards.

BACKGROUND:

During the budget process an estimate is made for the amount of unspent monies that will be remaining at the end of the fiscal year. This amount is budgeted as a fund balance estimate. At the close of every fiscal year a reconciliation is made between the estimate of the fund balance, or funds remaining from the previous year and the actual fund balance. The difference is then appropriated into the budget. A public hearing is required to amend the budget in this manner.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5375 **County Administrator's Report 9. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 01/02/2014
Issue: Solid Waste Annual Dump Dash 5K and Trash-A-Thon
From: Pat Johnson
Organization: Solid Waste
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Solid Waste Annual Dump Dash 5K and Trash-A-Thon Fundraiser Event - Patrick T. Johnson, Solid Waste Management Department Director

That the Board rescind its following action of November 7, 2013, concerning the Solid Waste Annual Dump Dash 5K and Trash-A-Thon Fundraiser Event (Funding: Fund 101, Escambia County Restricted Fund, Cost Center 230317, Solid Waste Fund Raiser):

A. Adopting the Resolution (R2013-131) supporting (authorizing) the Solid Waste Annual Dump Dash 5K and Trash-A-Thon Fundraiser Event (to be held at the Perdido Landfill on November 16, 2013) as a source for significant funding for educational outreach and for the benefit of County services and facilities; and

B. Authorizing the Chairman to sign the Resolution.

BACKGROUND:

Due to low public response for registration, and the scheduling of a number of other running events in close proximity to the proposed date of the Dump Dash 5K and Trash-A-Thon, the event is being rescheduled for April 26, 2014. The Solid Waste Management Department will request that the Board adopt a new resolution in support of the event, prior to the desired April 26, 2014 date.

BUDGETARY IMPACT:

Funding for this event will be available in Fund 101, Escambia County Restricted Fund, Cost Center 230317 Solid Waste Fund Raiser.

LEGAL CONSIDERATIONS/SIGN-OFF:

Prior to the newly scheduled date, April 26, 2014, the County Attorney's Office, will review and approve a new Resolution as to form and legal sufficiency for the Board's adoption.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Funds will be deposited in the Escambia County Restricted Fund (101).

IMPLEMENTATION/COORDINATION:

The Solid Waste Management Department will coordinate with necessary departments and/or affiliates for this event.

Attachments

Page from 11-7-2013 Board's Minutes

Resolution R2013-131

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-26. Approval of Various Consent Agenda Items – Continued

18. Taking the following action regarding Amendment #1 to the Escambia County Neighborhood Stabilization Program 3 (NSP3) Subrecipient Agreement with Area Housing Commission (AHC) (Funding: Fund 129/NSP, Cost Center 220507, Fund 124/ Housing, Cost Center 220406, and AHC funds):

    A. Approving Amendment #1 to the Subrecipient Agreement with AHC to incorporate additional Fund 124 and AHC funding of $140,000 (increasing the total project funding from $170,000 to $310,000) to finance three affordable rental units, including affiliated common and parking areas, as part of the Morris Court Redevelopment Project; and

    B. Authorizing the Chairman or Vice Chairman to execute the Amendment and all related documents required to implement the Project.

19. Taking the following action concerning the Solid Waste Annual Dump Dash 5K and Trash-A-Thon Fundraiser Event (Funding: Fund 101, Escambia County Restricted Fund, Cost Center 230317, Solid Waste Fund Raiser):

    A. Adopting the Resolution *(R2013-131)* supporting *(authorizing)* the Solid Waste Annual Dump Dash 5K and Trash-A-Thon Fundraiser Event *(to be held at the Perdido Landfill on November 16, 2013)* as a source for significant funding for educational outreach and for the benefit of County services and facilities; and

    B. Authorizing the Chairman to sign the Resolution.

ESCAMBIA COUNTY
CLERK'S ORIGINAL
11/7/2013/CAR II-19

RESOLUTION NUMBER R2013-131

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING THE ANNUAL DUMP DASH 5K AND TRASH-A-THON FUNDRAISER EVENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, fundraisers serve to optimize non-tax revenue sources for the benefit of County services and facilities; and

WHEREAS, the Escambia County Solid Waste Management Department (ECSWMD) hosts the Annual Dump Dash 5K & Trash-A-Thon at the Escambia County Perdido Landfill; and

WHEREAS, this fundraising event provides significant funding for educational outreach including but not limited to the Recycling Camp, field trips for local schools within the Escambia County School District, and other educational outreach activities within Escambia County; and

WHEREAS, communities across the country will celebrate "America Recycles Day" on November 15, 2013; and

WHEREAS, the Annual Dump Dash 5K & Trash-A-Thon, which is scheduled on November 16, 2013, has been designated as an official "America Recycles Day 2013 Event"; and

WHEREAS, Five Dollars ($5.00) of each Dump Dash 5K entry fee will be donated to the United Way of Escambia County; and

WHEREAS, the Board of County Commissioners has determined it is in the best interest of the health, safety, and welfare of the residents of Escambia County that the County authorize the Annual Dump Dash 5K and Trash-A-Thon fundraiser event.

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

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

SECTION 2. That the Board of County Commissioners hereby authorizes the Annual Dump Dash 5K & Trash-A-Thon fundraiser event at the Escambia County Perdido Landfill with proceeds to benefit the environmental educational activities of the ECSWMD.

Date: 11/13/2013 Verified By: BHarris

SECTION 3. That if any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by a Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted this 7th day of November, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

(SEAL)

Date Executed
11-7-2013

Approved as to form and legal sufficiency.
By/Title:
Date: 10/17/13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5430 **County Administrator's Report 9. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 01/02/2014
Issue: Appointment to the Escambia County Disability Awareness Committee
From: George Touart
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Escambia County Disability Awareness Committee - George Touart, Interim County Administrator

That the Board approve the appointment of Arthur R. Nunamaker to the Escambia County Disability Awareness Committee to serve as one of the two "at-large" appointees, for a four-year term, effective January 2, 2013, through January 1, 2017.

BACKGROUND:

On October 17, 2013, the Board of County Commissioners adopted Resolution R2013-126, establishing the Escambia County Disability Awareness Committee (ECDAC) to make recommendations to the Escambia County Board of County Commissioners, regarding issues relating to the disabled community and any other issues requested by the Board of County Commissioners. Each of the five Commissioners on the Board of County Commissioners shall appoint one member to the ECDAC, and each member shall serve concurrently with his or her appointing Commissioner's term. The Board of County Commissioners will collectively appoint two at-large members, who shall each serve a four-year term. All appointments are subject to confirmation by a majority vote of the Board of County Commissioners.

On December 5, 2013, the Board of County Commissioners confirmed the five Commissioners' appointees and approved the appointment of James L. Henkel to serve as one of the two "at-large" appointees.

Mr. Art Nunamaker has expressed his willingness to serve on the Escambia County Disability Advisory Committee as an "at-large" appointee; his Resume is provided for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I, Part B.1, of the Board of County Commissioners' Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Art Nunamaker's Resume

Arthur R. Nunamaker

1811 Amos Cir. Pensacola Fl. 32526 850-9441321 lucyarthur@bellsouth.net

Objective

Promote, protect and defend the rights of the disabled.

Professional Achievements

President of CIL Disability Resource Center for 2 years
Board of Directors of CIL Disability Resource Center for 8 years
Board of Directors of ARC Gateway for 3 years
Board of Directors of Special Olympics for 18 years

Skills

- Federal Fire Inspector
- Volunteered at the Sacred Heart ER
- Worked Security for Gayfers

Work History

Federal Fire Inspector	NAS Pensacola, Pensacola FL	1972 - 1993
Industrial Mach Operator	Monsanto, Pensacola, FL	1966 - 1972
Load Master on C130	United States Air Force	

Education

Some College — Pensacola Junior College

References

Frank Cherry	850-449-4080
Sherri Meyers	850-293-7841
Debbie Standwood	850-595-5566

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5431 **County Administrator's Report 9. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 01/02/2014
Issue: Appointment to the Governmental Facilities Leasing Corporation Board of Directors
From: George Touart, Interim County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Governmental Facilities Leasing Corporation Board of Directors - George Touart, Interim County Administrator

That the Board appoint Joseph A. Maloney to the Governmental Facilities Leasing Corporation Board of Directors, for an indefinite term, effective January 2, 2014.

BACKGROUND:

Mr. Maloney has expressed the desire to serve on the Governmental Facilities Leasing Corporation Board of Directors. His Resume is provided for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, of the Board of County Commissioners Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Joseph A. Maloney's Resume

Joseph A. Maloney

P. O. Box 13407 Pensacola, Florida 32591
Cell Phone 850-288-0102, E-Mail: joe@pensacolastudios.com or joe.m@mpiricaldevelopment.com

Objective

Select the most profitable real estate investments utilizing thorough research, market and submarket analysis. Achieve success by creating collaborative, mutually beneficial relationships with employees, vendors, customers and financial partners.

Experience

Mpirical Development LLC **2005 to present**

- Mpirical Development LLC is an operating Real Estate Development company specializing in market analysis, site selection, site procurement, planning, entitlement procurement, leasing, sales, construction and finance. Joseph A. Maloney is founder/president. Mpirical Development has been involved in more than 120 million dollars of commercial real estate development since its inception.

Pensacola Studios LLC **2012 to present**

- Pensacola Studios LLC is a lifetime hobby turned profitable business. Pensacola Studios provides photography services to corporate Pensacola as well as private individuals. Pensacola Studios works with its clients to establish the clients needs, their desires, their budget and their time frame then delivers exceptional quality products, quickly and on budget.

The DESCO Group **1995 to 2005**

- The DESCO Group located in St. Louis Missouri is a real estate development and management company specializing in retail shopping centers. The DESCO Group operated in 15 states in the Midwest and far west. The DESCO Group was landlord to over 400 retail companies and managed commercial properties for large institutional investors. Joseph A Maloney was vice president of retail development. While at The DESCO Group Maloney was responsible for creating new development opportunities, responsible for leasing and sales of new developments, responsible for planning and entitlement procurement and all other aspects of shopping center development including construction.

The Maloney Company **1992 to 1995**

- The Maloney Company was a full service real estate brokerage company specializing in retail real estate. The Maloney Company had two principle clients, Target Stores and PETsMART. The Maloney Company provided site selection services throughout the Midwest for these companies and was involved in the creation of over 220 new stores for these two clients. The Maloney Company provided confidential strategic real estate assessment services for public retailing companies during merger and acquisitions.

Commercial Realty Group **1991 to 1992**

- Commercial Realty Group ("CRG") was a St. Louis based commercial real estate business. Maloney was a commercial real estate broker working for CRG.

TriCorp Partners **1988 to 1991**

- St. Louis Based TriCorp Partners developed real estate and owned and operated TGI Fridays restaurants. The Partnership owned by four individuals operated a real estate development company, a construction company and a restaurant management company. Maloney was responsible for real estate development, leasing and sales. TriCorp Partners was the second largest TGI Friday's franchise operator in the US with 15 stores throughout the Midwest.

The Mills Group **1986 to 1987**

- The Mills Group is based in St. Louis and is owned by Bruce Mills, a real estate investor and syndicator prior to the tax act of 1986. Maloney was hired to reposition Mills Group shopping center holdings by redeveloping centers, creating new and more profitable tenant mixes or selling asset that were unable to be repositioned to provide profit in the post tax act era. Maloney was responsible for redeveloping centers, leasing space to new anchor tenants, creating outparcel opportunities by obtaining more favorable entitlements, and creating value through positive cash flow for former "tax loss" investors.

Coldwell Banker Commercial Group **1982 to 1986**

- Coldwell Banker Commercial Group was a full service commercial real estate brokerage firm. Maloney was a retail market specialist and finished in the top 5 in the Midwest region his last two years at CB.

Dictaphone Corporation **1980 to 1982**

- Dictaphone Corporation was in the mini and microcomputer sales business with everyone from IBM to Exon. Maloney was an area manager at 22 years of age managing a sales force of mostly seasoned 40 year olds. The product line was new to Dictaphone Corporation and the sales people were formerly selling dictation equipment. Maloney's sales team finished 300% of company mandated sales quota his second and last year in the computer industry.

International Business Machines ("IBM") **1980**

- Maloney was a paid intern at IBM during his senior year at Butler University.

Education

BA Butler University **1976 to 1980**

Maloney graduated with a BA in Education and a minor in business from Butler University. While at Butler Maloney was a 4 year letterman on the Butler Men's Basketball team and was a member of Sigma Nu fraternity.

Boards and Professional Associations

Member of the Fiesta of Five Flags Board of Governors

Member of the Fiesta of Five Flags Executive Committee

Treasurer Fiesta of Five Flags Conquistadors

Former President of Laguna Pointe Condominium Association of Pensacola Inc. (5 years)

Member International Council of Shopping Centers

STATEMENT OF FINANCIAL INTERESTS

LAST NAME — FIRST NAME — MIDDLE NAME:
MALONEY JOSEPH ALLEN

MAILING ADDRESS: If change of address, check here: ☐
P.O. BOX 13407

PENSACOLA FL 32591 ESCAMBIA
CITY/STATE ZIP: COUNTY:

NAME OF AGENCY:

NAME OF POSITION HELD:

You are not limited to the space on the lines on this form. Attach additional sheets, if necessary.

For Office Use Only:

Date Received: _____

By: _____

DISCLOSURE PERIOD:
This statement reflects your financial interests for the preceding tax year, whether based on a calendar year or on a fiscal year. Please state below whether this statement is for the preceding tax year ending either (check one):

☒ December 31, 2012 or ☐ Specify Tax Year if other than the calendar year: _____

PART A – PRIMARY SOURCES OF INCOME (Major sources of income over $2,500 min. to the reporting person, i.e., other employment, pensions, rental property)

Name Source of Income	Source's Address	Description of the Source's Principal Business Activity
REAL ESTATE	P.O. BOX 13407	R.E. INVESTMENT

PART B – SECONDARY SOURCES OF INCOME (Major customers, clients and other sources of income to businesses owned by the reporting person)

Name of Business Entity	Name of Major Sources of Business' Income	Address of Source	Principal Business Activity of Source
PENSACOLA STUDIOS		P.O. BOX 13407	PHOTOGRAPHY
MPIRICAL DEV		P.O. BOX 13407	RE DEVELOPMENT

PART C – REAL PROPERTY – FLORIDA ONLY (Land, buildings owned by the reporting person)

LAGUNA POINTE CONDOMINIUMS UNITS 103 + 209
19 STAR LAKE DRIVE

PART D – INTERESTS IN SPECIFIED BUSINESSES (Ownership or positions in certain types of businesses, that have currently or likely will do business with Escambia County Board of County Commissioners)

	Business Entity # 1	Business Entity #2	Business Entity # 3
Name or Business Entity	SANTA ROSA PARTNERS LLC	PENSACOLA STUDIOS LLC	MPIRICAL LAND DEV OF FL LLC
Address of Business Entity	P.O. Box 13407	P.O. Box 13407	P.O. Box 13407
Principal Business Activity	RE INVESTMENT	PHOTOGRAPHY	RE INVESTMENT
Position Held With Entity	MEMBER	MEMBER	MEMBER

IF ANY OF PARTS A THROUGH D ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE ☐

SIGNATURE (required): Tonya A Mahoney **DATE SIGNED (required):** 9-13-2013

FILING INSTRUCTIONS

What to File:	Where to File:	When to File:
After completing all parts of this form, including signing and dating it, submit only pages 1 and 2 to Human Resources. If you have nothing to report in a particular section, you must write "none" or "n/a" in the section(s). **Facsimiles and scanned documents will not be accepted.**	SES I and SES II employees submit this form to Human Resources.	Within 30 days of the effective date of the approved inclusion of the BCC - Escambia County Code of Ethics and every year thereafter by July 1.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5483 **County Administrator's Report 9. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 01/02/2014
Issue: Appointment to Escambia County Canvassing Board for the 2014 Elections
From: George Touart, Interim County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Escambia County Canvassing Board for the 2014 Elections - George Touart, Interim County Administrator

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

A. Appoint Commissioner Steven L. Barry to serve on the Escambia County Canvassing Board for the 2014 elections. Commissioner Barry would serve during the following elections: the Primary Election on August 26, 2014, and the General Election on November 4, 2014; and

B. Authorize out-of-County travel and funding to a Canvassing Board Workshop scheduled in Orlando, Florida, on Friday, January 31, 2014.

BACKGROUND:

The Honorable David H. Stafford, Supervisor of Elections, requested the Board make an appointment to the Canvassing Board in a letter dated December 3, 2013. Mr. Stafford requested the appointee serve in two elections in 2014. In addition, a Canvassing Board Workshop is scheduled for January 31, 2014, in Orlando, Florida. Mr. Stafford has provided information relative to registration and the workshop.

BUDGETARY IMPACT:

Upon the Board's approval of this Recommendation, funds for travel expenses to attend the Canvassing Board Workshop will be provided in Cost Center 110101/Account 54001. The Supervisor of Elections Office will be funding the $60 cost of registration.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Recommendation has been reviewed and approved by Alison P. Rogers, County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with Florida Statutes 102.141 and Escambia County Board Policy Section 1.A.9.

IMPLEMENTATION/COORDINATION:

The County Administrator's Office will coordinate registration and travel for Commissioner Barry.

Attachments

Letter from David Stafford

David H. Stafford
Escambia County Supervisor of Elections

Post Office Box 12601
Pensacola, Florida 32591-2601
www.EscambiaVotes.com

Phone: (850) 595-3900
Fax: (850) 595-3914
soe@EscambiaVotes.com

RECEIVED
DEC 03 2013
BCC-District 3

December 3, 2013

Honorable Lumon May
Chairman, Board of County Commissioners
Ernie Lee Magaha Government Building
221 Palafox Place, Suite 400
Pensacola, Florida 32502

Dear ~~Chairman May~~ Lumon:

The Florida State Association of Supervisors of Elections is hosting a statewide Canvassing Board Workshop in connection with the 2014 elections. This meeting will be held at The Florida Hotel at the Florida Mall in Orlando on Friday, January 31, 2014. Attached are two (2) registration packages. This is the first election cycle that alternate canvassing board members may be appointed.

Please inform me who will be the Board's designee and alternate (if you choose to appoint one) on the Canvassing Board for the 2014 elections. The election dates are as follows: Primary Election, August 26 and General Election, November 4.

With the many recent changes to the election laws, it is very important that the canvassing board members attend this informative workshop, if possible.

The deadline for registration is January 13, 2014.

Thank you for your assistance. Should you have any questions, please don't hesitate to contact me at 595-3900.

Sincerely,

David H. Stafford, CERA
Supervisor of Elections

Attachments

FLORIDA STATE ASSOCIATION OF SUPERVISORS OF ELECTIONS
PO Box 350 | Tallahassee, FL 32302 | Telephone: (850) 599-9120

October 22, 2013

Executive Committee 2013-2014

President
Lori Edwards
President-Elect
Jerry Holland
Vice President
Brian Corley
Secretary
Chris Chambless
Treasurer
Dana Southerland
Past President
Vicki Davis

Board of Directors 2013-2014

Bobby Beasley
Mark Anderson
Ion Sancho
Wesley Wilcox
Nita Crawford
Mary Jane Arrington
Deborah Clark
Jeff Ussery
Gertrude Walker
Brenda Hoots

General Counsel

Ronald Labasky, Esq.

Dear Canvassing Board Member:

The 2014 election cycle is almost upon us, and the 2013 Legislative Session brought about many changes to Florida's election laws that will impact your job as a Canvassing Board Member.

In light of these recent changes, the Florida State Association of Supervisors of Elections is hosting a statewide **Canvassing Board Workshop** to be held at The Florida Hotel at the Florida Mall in Orlando on **Friday, January 31, 2014**. This workshop is intended for County Judges, County Commissioners, Supervisors of Elections, alternate members, and Canvassing Board Attorneys.

Our workshop will highlight the important role that each member of the Canvassing Board plays in the elections process.

The registration fee of **$60.00** covers the workshop, luncheon, and the Canvassing Board CD (Manual) and handouts that you will receive at the workshop that day.

The Florida Hotel at the Florida Mall has extended a special rate of **$129.00 (government rate)** to FSASE for those attendees who plan to arrive the day before and /or stay for the night after the workshop adjourns.

To make Hotel Reservations:

Online:

https://v1web.thefloridahotelorlando.com/v1WebControls/Custom/GroupLogin.aspx
(Group ID:18183 Password: 9396)

By Phone: **800-588-4656**
Be sure to mention FSASE to receive the contracted rate.

Continuing education credits for this workshop are being requested for all judges, attorneys, election supervisors and alternates.

We are truly looking forward to your participation and the opportunity to provide you with an informative and educational program.

Sincerely,

Lori Edwards, FSASE President
Bill Cowles, Chair, Canvassing Board Committee and Host Supervisor

FACT SHEET
FSASE CANVASSING BOARD WORKSHOP
FRIDAY, JANUARY 31, 2014

WHAT: FSASE Canvassing Board Workshop

WHEN: Friday, January 31, 2014
9:00 AM Registration/ 10:00 AM to 4:00 PM Program

WHERE: Florida Hotel at the Florida Mall
1500 Sand Lake Road
Orlando, Florida 32809

WHO: County Judges, County Commissioners, Supervisors of Elections, Alternate Members and Canvassing Board Attorneys

FEE: $60.00 per person made payable to FSASE and mailed to:
FSASE, P.O. Box 350, Tallahassee, Florida 32302

Deadline for registering is Monday, January 13, 2014
Deadline for cancellation with refund is Friday, January 24, 2014

TOPICS TO BE DISCUSSED:

Canvassing Board Responsibilities
Election Law Changes & Challenges
Ballot Canvassing
Determining Voter Intent
Conducting Recounts
Post-Election Audits
Preparing for Litigation

EDUCATIONAL CREDITS:

Have been requested for County Judges, County Attorneys and Supervisors of Elections

HOTEL ACCOMMODATIONS: The Florida Hotel and Conference Center
1500 Sand Lake Road
Orlando, Florida 32809
407/859-1500
Room Rates - $129.00 (government rate) which includes the $18 per day service charge (includes Internet, newspaper, 2 bottles of water, self-parking and 24 hour access to the business and fitness centers).
Please bring your county tax exemption for hotel.
Be sure to mention FSASE when making your reservations.

FSASE CANVASSING BOARD WORKSHOP
FLORIDA HOTEL AT THE FLORIDA MALL
ORLANDO, FLORIDA
FRIDAY, JANUARY 31, 2014
9AM REGISTRATION
10:00 AM TO 4:00 PM PROGRAM

REGISTRATION FORM

Name as it should appear on the Registration list:

_____

First Name **Last Name**

County:_____

Please check one:

- ☐ **County Commissioner**
- ☐ **County Judge-Bar No.:**_____
- ☐ **Attorney-Bar No.:**_____
- ☐ **Supervisor of Elections**
- ☐ **Other** _____

Mailing Address:

_____ **City:**_____ **Zip Code:**_____

Phone No:_____ **Email:**_____

Workshop fee is **$60.00** per attendee. Please make all checks payable to **FSASE** and mail to:

FSASE
P.O. Box 350
Tallahassee, Florida 32302

Event information and registration forms can be accessed online at www.myfloridaelections.org.

Registration Deadline – January 13, 2014

For more information regarding registration, contact Ron Labasky, General Counsel, Florida State Association of Supervisors of Elections at 850-599-9120.

Office Use Only:
Amt. Paid:_____ Date Received:_____ Receipt No.:_____By:_____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5467 **County Administrator's Report 9. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 01/02/2014
Issue: Request for Disposition of Property for the Community & Environment Department
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Community & Environment Department - Keith Wilkins, Community & Environment Department Director

That the Board approve the Request for Disposition of Property Form for the Community & Environment Department for property, which is described and listed on the Request for Disposition of Property Form with reason for disposition stated. The listed item has been found to be of no further use to the County; thus, it is requested that it be properly disposed of.

BACKGROUND:

The surplus property listed on the attached Request for Disposition of Property form has been determined to be properly disposed.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with FS 274.07 and BCC Policy Part B.1, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Property will be disposed of according to the Disposition of County Property policies of the BCC.

Attachments

RFDOP form

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Community & Environment COST CENTER NO: 220901

Susan Holt DATE: 12/9/13

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Susan R Holt Phone No: 595-4579

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	047750	Modular Workstation	n/a	EC19BI	1999	Poor

Disposal Comments: The modular workstation is no longer useful to the CED/Natural Resource Conservation Division.

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 12/10/13

FROM: Escambia County Department Director (Signature): Keith Wilkins

Director (Print Name): Keith Wilkins

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5427 **County Administrator's Report 9. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 01/02/2014
Issue: Title VI Plan - Escambia County Area Transit
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Title VI Plan for Escambia County Area Transit - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Title VI Plan for Escambia County Area Transit (ECAT):

A. Approve the Title VI Plan; and

B. Authorize the Chairman to sign the Title VI Plan.

During the Federal Transit Administration (FTA) triennial audit conducted September 9 - 10, 2013, it was determined that the Title VI Plan pursuant to Title VI of the Civil Rights Act of 1964; Title 49, Chapter 53, Section 5332 of the United States Code; and the FTA's Circular 4702.1B, "Title VI Program Guidelines for Federal Transit Administration Recipients," needed to be updated. The current plan expired on November 30, 2013.

The update to the plan specifically removes all references to Veolia Transportation. All contact information throughout the document was also updated, including non-elected board member positions for the Escambia County Mass Transit Advisory Committee.

BACKGROUND:

During the Federal Transit Administration (FTA) triennial audit conducted September 9 - 10, 2013, it was determined that the Title VI Plan pursuant to Title VI of the Civil Rights Act of 1964; Title 49, Chapter 53, Section 5332 of the United States Code; and the FTA's Circular 4702.1B, "Title VI Program Guidelines for Federal Transit Administration Recipients," needed to be updated. The current plan expired on November 30, 2013.

The update to the plan specifically removes all references to Veolia Transportation. All contact information throughout the document was also updated, including non-elected board member positions for the Mass Transit Advisory Committee.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Title VI Plan and the Resolution were reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Additional personnel will not be required by ECAT.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

ECAT personnel will electronically file all required documentation.

Attachments

Title VI Plan

251672576

2013

TITLE VI PLAN



ESCAMBIA COUNTY AREA TRANSIT

8/20/2013

ECAT

ESCAMBIA COUNTY AREA TRANSIT

Title VI and Nondiscrimination Policy and Plan Including Limited English Proficiency (LEP)



Prepared by
Escambia County Area Transit
1515 West Fairfield Drive
Pensacola, Florida 32501
(850) 595-3228
Updated November 21, 2013

I. Title VI Policy Statement

As a major provider of public transportation whose employees have extensive daily contact with the public, Escambia County Area Transit (ECAT) recognizes its responsibility to the community which it serves and is committed to a policy of nondiscrimination.

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (42 U.S.C. Section 2000d). The Environmental Justice component of Title VI guarantees fair treatment for all people and provides for ECAT to identify and address, as appropriate, disproportionately high and adverse effects of its programs, policies, and activities on minority and low-income populations, such as undertaking reasonable steps to ensure that Limited English Proficiency (LEP) persons have meaningful access to the programs, services, and information ECAT provides.

Environmental Justice Regulations are:

(a) To avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations;

(b) To ensure the full and fair participation by all potentially affected communities in the transportation decision-making process;

(c) To prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations.

The responsibility for carrying out ECAT's commitment to this program has been delegated to the Title VI Coordinator who will receive and investigate Title VI complaints, which come through the complaint procedure. However, all managers, supervisors and employees share in the responsibility for making ECAT's Title VI Program a success. Implementation of the Title VI Program is accorded the same priority as compliance with all other legal obligations incurred by ECAT in its financial assistance agreements with DOT (See Appendix A).

II. Compliance Plan – General Requirements:

A. Title VI Notice to the Public, including a list of locations where the notice is posted:

Notices for Title VI services are displayed in every transit vehicle, and information is provided in two different locations on ECAT's website, www.goecat.com. In addition, see the Community Outreach services provided by ECAT (Section E). An example of the public involvement activities include the attendance at the Latino festival with an interpreter, the provision of pamphlets and handouts in Spanish about ECAT services, the provision of Title VI compliance within every transit vehicle, the coordination with schools about ECAT services, etc.

B. Title VI Complaint Procedures (i.e. instructions to the public regarding how to file a Title VI discrimination complaint)

If a person believes they have been excluded from participation in, denied the benefits of, or subjected to discrimination based on race, color or national origin by the Escambia County Area Transit (ECAT) transit service, they may file an official Title VI complaint with the Title VI Coordinator, 1515 W. Fairfield Drive, Pensacola, FL 32501 or by calling (850) 595-3228 ext. 215. We encourage that complaints be submitted in writing (see Title VI Complaint Form – Section C), and include the following:

- Name, address and contact information (phone number, email address, etc.)
- How, why, when and where the complainant believes they were discriminated against. Include the location, names and contact information of any witnesses. If the alleged incident occurred on the bus, give date, time of day, and bus number if available.
- The complainant must sign the letter of complaint.

All complaints will be investigated promptly. Reasonable measures will be undertaken to preserve any information that is confidential. The Title VI Coordinator will review every complaint, and when necessary, begin the investigation process. At a minimum the investigation will:

- Identify and review all relevant documents, practices and procedures;
- Identify and interview persons with knowledge of the Title VI violation, i.e., the person making the complaint; witnesses or anyone identified by the Complainant; anyone who may have been subject to similar activity, or anyone with relevant information.

Upon completion of the investigation, the Title VI Coordinator will complete a final report for the General Manager. If a Title VI violation is found to exist, remedial steps as appropriate and necessary will be taken immediately. The Complainant will also receive a final report together with any remedial steps. The investigation process and final report should take no longer than twenty-five (25) business days.

If no violation is found and the complainant wishes to appeal the decision, he or she may contact the Federal Transit Administration, 230 Peachtree St., N.W., Suite 800, Atlanta, GA 30303 Attn: Region IV Civil Rights Officer or by calling (404) 865-5620, web site:

http://www.fta.dot.gov/civilrights/title6/civil_rights_5104.html.

Complainants may also file their initial Title VI complaint directly, no later than 180 days after the date of the alleged discrimination, and he or she may contact the Federal Transit Administration, 230 Peachtree St., N.W., Suite 800, Atlanta, GA 30303 Attn: Region IV Civil Rights Officer or by calling (404) 865-5620, web site:

http://www.fta.dot.gov/civilrights/title6/civil_rights_5104.html.

For more information about ECAT, contact:

Title VI Coordinator
By phone: 850-595-3228,
or mail: ECAT, 1515 W. Fairfield Drive Pensacola, Florida 32501
or fax: 850-595-3222

C. Title VI Complaint Form

Escambia County Area Transit Title VI Complaint Form

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of **race, color,** or **national origin,** be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (42 U.S.C. Section 2000d).

The Environmental Justice component of Title VI guarantees fair treatment for all people and provides for ECAT, to identify address, as appropriate, disproportionately high and adverse effects of its programs, policies, and activities on minority and low-income populations, such as undertaking reasonable steps to ensure that Limited English Proficiency (LEP) persons have meaningful access to the programs, services, and information ECAT provides.

Complaint No. _____

Name: _____

Home #: _____ Cell #: _____

Email Address: _____

Address: _____, City: _____ Zip: _____

List Type of Discrimination (Please circle all that apply)

Race National Origin Color Other: _____

Please indicate your race/color, if it is a basis of your complaint: _____

Please describe your national origin, if it is a basis of your complaint: _____

Location where incident occurred: _____

_____

Time and date of incident: _____

Name/Position title of the person who allegedly subjected you to Title VI discrimination:

_____

Briefly Describe the incident (use a separate sheet, if necessary) _____

_____

_____

Did anyone else witness the incident? Yes ( ) No ( )

List witnesses (use a separate sheet if necessary.)

Name: _____

Address: _____

Phone #: _____

Have you filed a complaint about this incident with the Federal Transit Administration? Yes ( ) No ( ) If yes, when? _____

Affirmation

I hereby swear/affirm that the information that I have provided in this Title VI Complaint Form is true and correct to the best of my knowledge, information and belief.

_____ _____

Your signature Date

Action taken (to be completed by Title VI Investigator)

_____

_____

_____ _____

Title VI Investigator Signature Date

Mailing Address:
Escambia County Area Transit
Attn: Title VI Coordinator
1515 West Fairfield Drive
Pensacola, FL 32501

D. List of Transit-related Title VI investigations, complaints, and lawsuits

List any complaints here: None

E. Public Participation Plan

In order to plan for efficient, effective, safe, equitable, and reliable transportation systems, Escambia County Area Transit must have the input of its public. ECAT staff attends a number of transportation meetings, workshops, and other events designed to gather public input on our routes, bus stops, bike paths and walkways with the local TPO. Escambia County Area Transit also provides individual training to assist anyone needing more information about the bus routes and schedules. Following is an overview of the Marketing Department Activities/Community Outreach and Mobility Management Public Involvement Activities:

1. Summary of Activities During 2012-2013:

   - Over 89 Customer Website Requests (GoECAT.com)
   - On-Bus Travel Trainings – over 100 individuals and 8 groups
   - Classroom on Wheel Trips – over 75 students participated
   - ECAT Informational Presentations - 23 Agencies and Groups
   - Amplified Media Exposure
   - Featured in PNJ & Cumulus Media Hurricane Guide
   - Council on Aging – YouTube Channel feature on seniors and transportation

2. Strategic Community Partnership Development and Networking Summary:

   - Florida Transit Marketing Network
   - Disability Summit Council & Council on Aging
   - United Cerebral Palsy (UCP) and ARC Gateway
   - Navy Federal Credit Union & Habitat for Humanity
   - Ride On- Commuter Assistance – West Florida Regional Planning Council
   - Colleges & Universities (Pensacola State College & University of West Florida)
   - Local Churches & other Community Organizations (Kiwanis Club, etc.)
   - Military Organizations (NAS Pensacola, VA Hospital, Gulf Coast Veteran's
   - Advocacy Council)

3. Community Outreach to Diverse Community Croups Summary:

- Local Latina Festival each October
- Veteran's Stand Down for Homeless Veterans each October
- Disability Summit Council – monthly
- Juneteenth Event - annually
- Transitional Student Services Conference held by Escambia And Santa Rosa County District Schools

For more information on the Escambia County Area Transit's public involvement plan or to request special presentations, volunteer in any of its activities, or offer suggestions for improvement of Escambia County Area Transit's public involvement may contact:

Tonya Ellis
Escambia County Area Transit
1515 West Fairfield Drive
Pensacola, FL 32501
Tellis@co.escambia.fl.us
Telephone: 850-595-3228 X 213
Fax: 850-595-3222

F. Language Assistance Plan for providing language assistance to persons with limited English proficiency (LEP), based on the DOT LET Guidance:

- Title VI of the Civil Rights Act of 1964, Executive Order 13166, and various directives from the US Department of Justice (DOJ) and US Department of Transportation (DOT) require federal aid recipients to take reasonable steps to ensure meaningful access to programs, services, and activities by those who do not speak English proficiently. To determine the extent to which LEP services are required and in which languages, the law requires the analysis of four factors:

1. *The number or proportion of LEP persons eligible to be served or likely to be encountered by Escambia County Area Transit, or activities.*

   Using census data, the Escambia County Area Transit has determined that LEP individuals speaking Spanish represent approximately 1.4% of the community. Escambia County Area Transit realizes that such statistical data can be inaccurate. Therefore, Escambia County Area Transit reviewed the Florida Alabama TPO statistical analysis they gathered during the preparation of their Title VI plan for the Escambia County area. Their information was gathered from the Social Services agencies and the Escambia County School District. Spanish was reported to be the prevalent LEP language and an estimated 1.1% of requests for service for these agencies were in Spanish. This percentage supports the ECAT census data (See Appendix B for TPO

data collection statement). Given this information, Escambia County Area Transit reasons that a relatively small portion of its service population is LEP speakers of Spanish. The Escambia County schools did relate that they also have a small population, 0.6%, of students that speak Vietnamese.

2. *The frequency with which LEP individuals come in contact with these programs, or activities.*

   Escambia County Area Transit has not received any requests for translation or interpretation of its programs, services or activities into Spanish or any other language. However, Escambia County Area Transit has provided employees with Spanish transit booklets to help with translation, and we have helpful Spanish translations posted in our Bus Operator break room. In addition, our Mystery Rider program is used to provide current updates on ridership demographics. The forms utilized by the Mystery Rider program include information about riders that may have limited English proficiency. In addition, ECAT's public outreach documented in this plan (Section E) includes attendance at a variety of public events in an effort to introduce ECAT services, including the Latino festival. To date, the ECAT Director of marketing and Community Relations has not been approached by anyone in the public about there being a need to provide translation services.

3. *The nature and importance of the program, activity, or service provided to people's lives.*

   Escambia County Area Transit believes that transportation is of critical importance to its public, as access to health care, emergency services, employment, and other essentials would be difficult or impossible without reliable transportation systems. ECAT defines this Plan as an essential document to meet its obligation to provide services to LEP persons.

4. *The resources available to Escambia County Area Transit and the likely costs of the LEP services.*

   As with other businesses, costs/resources are a concern. With the previously stated small percentage of LEP persons in the ECAT service area, cost effective solutions are continually being researched to ensure appropriate costs align with the services needed. For instance; measures currently in place include:

   1. Current bilingual employees will act as interpreters;
   2. Typical statements drivers may receive are translated and posted in the drivers lounge for use;
   3. Drivers also have access to pamphlets with translated services;
   4. Notices about Title VI rights are posted in all revenue transit vehicles.

- **Type of Language** – The Department of Transportation guidance calls for Safe Harbor provisions. Included in these provisions is the requirement that written translations of vital documents must be completed for each eligible LEP language group that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. As stated earlier, the percentage of LEP individuals in the service area is very low with the majority of the LEP public speaking Spanish. As a result, ECAT's concentration has been to provide Spanish interpreters and Spanish materials where appropriate. If our Mystery Riders, drivers, and/or public outreach activities find a shift in ridership demographics, our services in this area will also expand.

- **Training Staff** – ECAT is fortunate to have within Escambia County a number of institutions of higher education and military facilities, some of which have extensive language services. Further, ECAT will work to continue to develop relationships with these organizations through our current public relations activities. We plan to begin notifying all employees of Spanish classes that may be offered by these organizations to assist in our efforts to reach out to our community. Currently, our drivers have postings in the driver's lounge of Spanish statements, the dispatchers' have knowledge of all bilingual staff that can offer appropriate translation services. ECAT also utilizes a Basic Spanish pamphlet for transit employees. (appendix C)

The analysis of the four factors as stated earlier suggests that extensive LEP services are not required at this time. Nevertheless, Escambia County Area Transit believes that occasional Spanish language assistance may be necessary for meaningful access by members of the public. Thus, the Escambia County Area Transit will:

- Maintain a list of employees who competently speak Spanish and other languages and who are willing to provide translation and/or interpretation services;
- Distribute this list to staff that regularly has contact with the public;
- Find and use as much Spanish information, booklets, and pamphlets as possible for our employees to better communicate;
- Continue to provide public relations activities.

Escambia County Area Transit understands that its community profile is changing and that the four factor analysis may reveal the need for more LEP services in the future. As such, Escambia County Area Transit will continue to assess the size and needs of Escambia County's LEP population and amend our plan as needed.

G. Non-Elected Committees and Councils

MTAC – advertise meetings in the Pensacola News Journal (Appendix D), allow public comment for 30 minutes at beginning of the meeting, board includes:

Bonita Player-District 3	African -American
Jonathan Pytynia-Vice Chair-District 5	Caucasian
Arnie Rosenbleeth-District 1	Caucasian
Jim Flaxlanger-District 1	Caucasian
Alan McMillan-District 2	Caucasian
Jesse Casey-District 2	Caucasian
Sabrina Michelle Wallace Jordan-District 3	African -American
David Powell-District 4	African -American
Theresa Inge-District 4	Caucasian
Earl Jones-District 5	African -American
Mary Robinson-County Administrator	Caucasian
Vacant-City of Pensacola	
Ann Brooks-Town of Century	Caucasian
Barbara Mayall-City Council	Caucasian

CAC – advertise meetings in the Pensacola News Journal (Appendix D), allow public to speak, board includes:

Mr. Vernon Compton	Caucasian
Mr. Bill Dubois	Caucasian
Mr. Jim Hunt	Caucasian
Mr. Warren Jernigan	Caucasian
Ms. Barbara Mayall	Caucasian
Mr. Buzz Morley	Caucasian
Mr. Thomas Steinberg	Caucasian

H. Primary recipients shall include a description of how the agency monitors its sub recipients for compliance with Title VI, and a schedule of sub recipient Title VI Program submissions.
Escambia County Area Transit does not have any sub-recipients.

I. A Title VI equity analysis if the recipient has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc.
Escambia County Area Transit has not constructed any facilities, vehicle storage, and maintenance facilities or operations centers.

J. Board Minutes, Resolution, and other appropriate documentation showing the Board of Directors reviews and approved the Title VI Program

III. Additional Information required under Chapter IV for Transit Providers

All Fixed Route Transit Providers must submit:

Service standards

- o Vehicle load for each mode
- o Vehicle headway for each mode
- o On time performance for each mode
- o Service availability for each mode

Service policies

- o Transit Amenities for each mode
- o Vehicle Assignment for each mode

TRANSIT SERVICE STANDARDS AND POLICIES

Escambia County Area Transit (ECAT) establishes these ***Transit Service Standards and Policies*** in compliance with applicable federal requirements (Title VI of the Civil Rights Act of 1964, 49 CFR Section 21 and FTA Circular 4702.1B, effective October 1, 2012).

The Federal Transit Administration (FTA) requires recipients of FTA funding to establish and monitor system-wide service standards and policies for each specific fixed route mode of service. These standards and policies must address how service is distributed across the transit system, and must ensure that the manner of the distribution affords users access to these assets. Quantitative service standards must be set for:

- *Vehicle Load Factor*: the ratio of passengers to the total number of seats on a vehicle.
- *Vehicle Headway*: the amount of time between two vehicles traveling in the same direction on a given route or combination of routes.
- *On-time Performance*: the percentage of runs (trips) that are completed "on-time," based on the system's definition.
- *Service Availability*: distribution of routes within the service area, as:
    - Maximum distance between bus stops; OR
    - Percent of residents in the service area within one-quarter mile walk to a stop.

Recipients are also required to adopt service policies to ensure that service design and operations practices do not result in the discrimination on the basis of race, color or national origin. Policies do not have to be based on quantitative thresholds. Service policies must be set for:

- *Distribution of transit amenities for each mode* (as, seating, shelters, information signs, escalators, elevators, waste receptacles)
- *Vehicle Assignment for each mode:* defining the process by which transit vehicles are placed into service on routes; may be based on the age of the vehicle.

ECAT Fixed Route Modes

The Federal Transit Administration (FTA) requires recipients of FTA funding to establish and monitor system-wide service standards and policies for each specific fixed route mode of service. For the Jacksonville Transportation Authority, fixed route modes, using FTA "National Transit Database (NTD)" definitions, are:

- *Motor Bus / Direct Operations (MB DO):* fixed route bus service operated by ECAT
    - Includes ECAT's fixed route bus service and express bus routes.

ECAT Service Standards – Fixed Route (Motor Bus / Direct Operations)

To assess the performance and adequacy of the current public transportation system and guide the formulation of route improvement proposals, it is necessary to establish a set of transit performance criteria. These are used to assess the present bus service. These criteria will also become the basis for formulating route improvement proposals to bridge the gap between actual and desired performance. This report outlines standards for the ECAT's fixed route bus system including its two (2) route categories:

- *Fixed Route Bus Service*: Services using rubber tired passenger vehicles operating on a repetitive, fixed schedule basis along a specific route with vehicles stopping to pick-up and deliver passengers to specific locations; each fixed route trip serves the same origins and destinations.
- *Express Bus Service* – Fixed Routes serving an outlying area with non-stop service to a major destination such as downtown Pensacola.

1. **Vehicle Load Factors** - To ensure that most passengers will be provided a seat on ECAT buses for at least a major portion of the trip, loading standards must be established and schedules devised that reflect passenger volumes. This standard is measured as the ratio of passengers on board to the seated bus capacity expressed as a percent. Values of 100 percent or less indicate all riders are provided a seated ride while values of more than 100 percent denote standees. Loading standards indicate the degree of crowding (i.e., standees) which is acceptable, with consideration given to both the type of service and the operating period. Acceptable load factors are as follows:

Maximum Load Factor (Percent of Seats)

Service Type	Peak	Off-Peak
Local Fixed Routes	125%	125%
Express Routes	100%	-

2. **Vehicle Headways** - In general, frequencies or "headways" (the time between one bus and the next at the same location in the same direction) are established to provide enough vehicles past the maximum load point(s) on a route to accommodate the passenger volume and stay within the recommended load factor standards. If passenger loads are so light that an excessive time is needed between vehicles to meet loading standards, then headways should be set on the basis of policy considerations.

Maximum Policy Headway (Minutes)

	Weekdays			Weekends	
Service Type	**Peak**	**Mid-Day**	**Evenings**	**Saturday**	**Sunday**
	6 AM - 9 AM 3 PM - 6 PM	**9 AM - 3 PM**	**After 6 PM**	**6 AM - 9 PM**	**8 AM - 6 PM**
Local Fixed Routes	60	60	60	120	120
Express Routes	60	60	60	120	120

As with all standards, this headway matrix should be considered a guide, not an absolute measure. There may be situations where low demand warrants even less frequent service. Further, headways should be designed, wherever possible, to conform to regularly recurring clock face intervals. There are situations, however, where operational efficiencies may supersede the desirability of clock face headways. For example, if a route has a round trip cycle time of 70 minutes (the time needed to operate a round trip on the route), ECAT may want to adopt a 70-minute frequency rather than a 60-minute frequency for that particular route. Establishing headways equal to cycle times allows a transit system to minimize costs by assigning a single bus to the route. In this example, strict adherence to a 60-minute headway policy would require a substantial increase in unproductive layover time or the interlining of two or more routes that is not always possible.

3. **On-Time Performance** – To ensure that transit riders have confidence that the service will perform reliably in accordance with the public timetables prepared and distributed by ECAT, on-time performance standards have been established.

   - A vehicle is considered "on-time" when its departure is from zero to five (5) minutes after the scheduled departure time.

   - A vehicle is considered "late" when it departs more than five (5) minutes after the scheduled departure time.

   - A vehicle which departs more than one (1) minute before its scheduled departure time is considered to be "early."

   The standard for ECAT schedule adherence for all fixed route categories is established at eighty percent (80%) being on-time.

4. **Service Availability (Bus Stop Spacing)**: A major influence on the proximity of transit service is the bus stop spacing along bus routes. Bus stop spacing must provide the shortest walking distance to the bus for as many passengers as possible while allowing for an efficient running speed. Therefore, a bus stop spacing standard must consider the density of

the service area and the characteristics of the land uses served. The bus stop spacing standard suggested for the ECAT is summarized below.

Bus Stop Spacing

Service Areas	Stop Spacing
Downtown	4 to 6 stops per mile
Urban Areas (outside of Downtown)	3 to 5 stops per mile
Rural Areas	At appropriate locations

Summary: Reasonable judgment must be utilized in applying the service standards to assess current ECAT service. While the standards are quantitative, they do not represent absolutes that must be met in all cases. Unusual situations may warrant special consideration. The service standards may conflict with one another. Nonetheless, the standards permit the tradeoffs to be delineated and an informed decision made to resolve differences. The comparison of actual performance with the standards should not be made on a "pass-fail" basis.

ECAT Service Policies – Fixed Route (Motor Bus / Direct Operations)

1. **Distribution of Transit Amenities Policies** (bus shelters and bus stops)

   - *Bus Shelters* - Bus shelters will be installed where daily passenger boardings exceed forty (40) passengers or at stops that serve concentrations of elderly residents or persons with disabilities, provided that there is sufficient right-of-way available to install the shelter, shelter access and appropriate amenities. A higher priority will be given to bus stops that receive less frequent service (with higher headways).

   - *Bus Benches* - Benches will be installed at bus stops where daily boarding's exceed twenty (20) passengers, provided that there is sufficient right-of-way available.

Vehicle Assignment Policy

Escambia County Area Transit shall assign fixed route transit vehicles to individual routes based on vehicle mileage and with higher ridership and/or during peak periods. Escambia County Area Transit will insure that the average age of fixed route transit vehicles assigned to revenue service will remain consistent with all service provided. Express and commuter service shall operate with equipment available for that type of service.

Known fixed route block(s) operating with heavy ridership shall have vehicles assigned with the

highest number of seating capacity. Express and limited stop commuter service shall operate with vehicles specially designed for that type of service, upon equipment availability.

- The Director of Transportation shall enter projected vehicle mileage by block(s) for each route designed to operate in revenue service before each new work assignment period is posted.

- The Director of Maintenance shall provide, to the Director of Transportation, the total vehicle miles accumulated for each vehicle in revenue service before vehicles are assigned during each new work assignment period.

- The Director of Transportation shall assign fixed route vehicles to each block assignment insuring mileage consistency throughout the system.

- The Director of Transportation shall assign available express, commuter type vehicles to blocks operating this type of revenue service based on availability.

- The Director of Transportation or his/her designee shall post the vehicle assignment list in a conspicuous location before each new run assignment bid begins.

- The Dispatcher shall insure that assigned vehicles shall not be reassigned to any other block(s) between new run assignment postings. The only exception would be for vehicles deemed mechanically unreliable by the Director of Maintenance.

IV. Conclusion

Escambia County Area Transit understands that its community profile is changing. As such, Escambia County Area Transit will biennially examine its Title VI plan, as well as its LEP four factor analysis, to ensure that it remains reflective of the community's needs. The responsibility for carrying out ECAT's commitment to this program has been delegated to the Title VI, DBE Coordinator who will receive and investigate Title VI complaints. However, all managers, supervisors and employees share in the responsibility for making ECAT's Title VI Program a success. Implementation of the Title VI Program is accorded the same priority as compliance with all other legal obligations incurred by ECAT in its financial assistance agreements with DOT (See Appendix A).

Persons requiring special services should contact the Escambia County Area Transit Title VI Coordinator:

Title VI Coordinator
Escambia County Area Transit
1515 West Fairfield Drive
Pensacola, FL32501
Telephone: 850-595-3228
Fax: 850-595-3222

Appendix

APPENDIX A

TITLE VI / NON DISCRIMINATION ASSURANCES



Escambia County Area Transit declares that it will not tolerate discrimination. That it will uphold all requirements and regulations of the Florida Department of Transportation, The Federal Highway Administration, the Federal Transit Authority as well as the United States Department of Transportation and the United States Government. Escambia County Area Transit abides by the requirements of Title VI of the Civil Rights Act of 1964 based on law, equality, morality and the desire to do what is right for our entire community.

Herold Humphrey, General Manager

Dianne Hall, Director of Transportation

STANDARD DOT TITLE VI ASSURANCES

Escambia County Area Transit (hereinafter referred to as the "Recipient") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to As the Regulations) and other pertinent directives, to the end that in accordance with the Act. Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21 .7(a (1) of the Regulations, a copy of which is attached.

More specifically and without limiting the above general assurance the Recipient hereby gives the following specific assurance with respect to its transportation program.

1. That the Recipient agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(B) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all transportation programs and, in adapted form in all proposals for negotiated agreements:

   The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act. Hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contact subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B of this assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreement

entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under said transportation program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under said transportation program.

8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements there on, in which case the assurances obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he or she delegates specific authority to give reasonable guarantee that it, other recipients, sub grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act. The Regulations and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the RE3cipient by the Department of Transportation under the said transportation program and is binding on it, other recipients, sub grantees, contractors, subcontractors, transferees, successors in interest and other participants in the said transportation program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

DATED: _____

Board of County Commissioners
Escambia County, Florida

_____
Lumon J. May, Chairman

Approved as to form and legal sufficiency.

By/Title: _____
Date: 12/5/13

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

DOT

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor" agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instruction. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of 6the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a) Withholding of payment so to the contractor under the contract until the contractor complies, and/or

b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directive issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided; however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

TPO Data Collection Information

TPO Data Collection Statement:

"FHWA regulations require federal-aid recipients to collect racial, ethnic, and other similar demographic data on beneficiaries of or those affected by TPO programs, services, and activities. The TPO accomplishes this through the use of census data, American Community Survey reports, Environmental Screening Tools (EST), driver and ridership surveys, and other methods. From time to time, the TPO may find it necessary to request voluntary identification of certain racial, ethnic, or other data from those who participate in its public involvement events. This information assists the TPO with improving its targeted outreach and measuring of effectiveness. Self-identification of personal data to the TPO will always be voluntary and anonymous. Moreover, the TPO will not release or otherwise use this data in any manner inconsistent with the federal regulations".

Assurances:

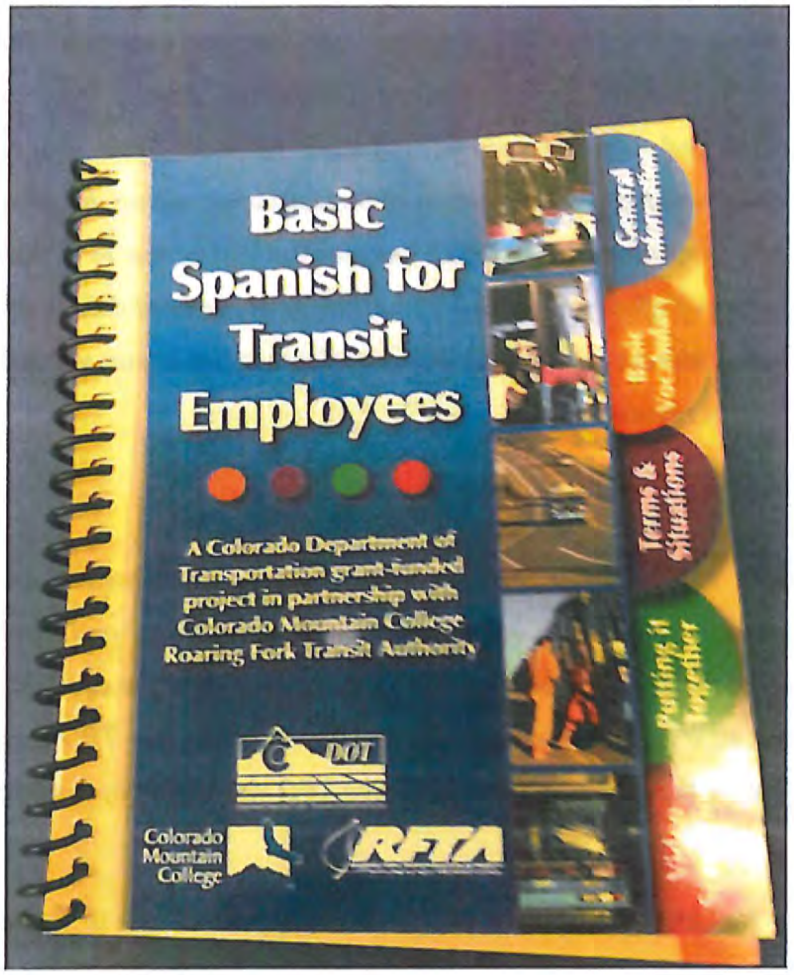
"Each year, the TPO must certify to FHWA and FDOT that its programs, services and activities are being conducted in a nondiscriminatory manner. These certifications are termed 'assurances' and serve two important purposes. First, they document the TPO's commitment to nondiscrimination and equitable service to its community. Second, they serve as a legally enforceable agreement by which the TPO may be held liable for breach. The public may view the annual assurance on the TPO website or by visiting the TPO offices."

Persons wishing to express concerns or questions about the TPO's commitment to non-discrimination, again please contact:

Mary Bo Robinson
Florida-Alabama TPO
4081 E. Olive Road, Suite A
Pensacola, FL 32514
mary.robinson@wfrpc.org
Telephone: 850-332-7976 1-800-226-8914 X 229
Fax: 850-637-1923

APPENDIX C

Driver Pamphlets – take a picture of one and insert



APPENDIX D

Advertisements for MTAC & CAC Meetings

PENSACOLA
News Journal
Informed. In Tune. In Touch.

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

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

Meeting Schedule

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

September 8, 2012

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

Sworn to and subscribed before me this **10th Day of September, 2012, by Roshundia Gillis**, who is personally known to me.

Affiant

Notary Public

NIKKI E. NICHOLS
Notary Public-State of Florida
Comm. Exp. Aug. 01, 2014
Comm. No EE 215[illegible]

Board of County Commissioners - Escambia County, Florida
Meeting Schedule
September 10 - September 14, 2012

One or more of the Escambia County Commissioners may attend the following meetings:

DAY	DATE	TIME	MEETING	LOCATION
Mon	9/10	8:30am	Planning Board/Planning Board	3363 West Park Place
Mon	9/10	1:30pm	Florida-Alabama TPO Technical Coordinating Committee	4081 East Olive Road, Suite A
Mon	9/10	3:00pm	Florida-Alabama TPO Citizens' Advisory Committee	4081 East Olive Road, Suite A
Mon	9/10	5:30pm	Marine Advisory Committee	3363 West Park Place, Room 1
Tue	9/11	8:30am	MSPB BCC Employee Selection Committee	3363 West Park Place, Room 1
Tue	9/11	10:00am	Florida-Alabama TPO Bicycle/Pedestrian Advisory Committee	4081 East Olive Road, Suite A
Tue	9/11	1:30pm	Environmental Enforcement Special Magistrate	3363 West Park Place
Tue	9/11	4:00pm	Environmental Education Coordinating Team	4081 East Olive Road
Tue	9/11	5:00pm	Mosquito Control Board Meeting	223 Palafox Place, Room 200*
Tue	9/11	5:00pm	Escambia County Housing Finance Authority	700 South Palafox Street, Suite 3
Tue	9/11	5:01pm	Board of County Commissioners First Public Hearing-Budget	BCC Meeting Room*
Tue	9/11	6:02pm	Board of County Commissioners First Public Hearing-MSBU	BCC Meeting Room*
Wed	9/12	8:30am	Board of Adjustment	3363 West Park Place
Wed	9/12	9:00am	Florida-Alabama TPO Meeting	BCC Meeting Room*
Wed	9/12	1:00pm	Development Review Committee	3363 West Park Place**
Wed	9/12	3:00pm	Mass Transit Advisory Committee	3363 West Park Place, Room 1
Wed	9/12	5:00pm	Santa Rosa Island Authority Board Meeting	1 Via de Luna, Pensacola Beach
Thu	9/13	8:00am	Board of County Commissioners Committee of the Whole	BCC Meeting Room*
Thu	9/13	5:00pm	Perdido Key Master Plan Public Meeting	13560 Innerarity Point Road, Perdido Key

*Escambia County Governmental Center, 221 Palafox Place, First Floor
**To View DRC Agenda go to: http://www.myescambia.com/Bureaus/DevelopmentServices/DevelopmentReview.html
***Old Courthouse

NEXT WEEKS NOTE:

Mon	9/17	8:45am	Community Redevelopment Agency Meeting	BCC Meeting Room*
Mon	9/17	9:00am	Board of County Commissioners Agenda Work Session	BCC Meeting Room*
Mon	9/17	9:00am	SRIA Commercial Leaseholder Dialogue	1 Via de Luna, Pensacola Beach
Mon	9/17	4:00pm	District 2 West East Advisory Committee	13560 Innerarity Point Road, Perdido Key
Mon	9/17	4:00pm	Board of County Commissioners Public Forum	BCC Meeting Room*
Mon	9/17	5:00pm	Board of County Commissioners Public Hearings & Reports	BCC Meeting Room*

Note: A copy of the Agenda for the meetings initiated by the Board of County Commissioners containing specific items to be considered in the order of presentation may be obtained from the County Administrator's Office, Suite 420, Escambia County Government Complex, 221 Palafox Place. Any Persons who need accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should contact Angie Crawley, 595-4947, at least 72 hours in advance of the meeting. Any person who decides to appeal any decision made by any board, agency, or commission with respect to any matter considered at its meeting or hearing, will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such persons may need to independently secure a record that shall include the testimony or evidence on which the appeal is to be based. All Board of County Commissioners meetings are broadcast live and rebroadcast on ECTV Digital Channel 99 on Cox Cable, Brightstream and Mediacom and the Regular Board of County Commissioners Meeting beginning at 5:30 p.m. are broadcast live on WUWF Channel 4. The meetings can also be seen live via the web at http://www.myescambia.com

What's on ECTV at www.myescambia.com

Legal No 1675828 17 September 8, 2012

The Florida-Alabama Transportation Planning Organization will hold a public meeting on June 12, 2013 at 9:00 a.m. in the Escambia County Board of County Commission Chambers, 221 Palafox Place, Pensacola, FL 32502. Technical Coordinating Committee (TCC) and Citizen Advisory Committee (CAC) will meet on June 10, 2013 at 1:00 PM and 3:00 PM respectively; Bicycle Pedestrian Advisory Committee (BPAC) will meet at 10 AM on June 11, 2013. **All advisory Committee meetings will be held at the WFRPC, 4081 E Olive Rd, Pensacola.** The agenda will consist of Amending the FY2013-2017 Transportation Improvement Program (TIP) to Add Project #100060119 Design Phase for Curb and Boat Ramp installation in FY 13 and Project 100060120 Construction Phase for Curb and Ramp installation in Baldwin County in FY 14, Adoption of the Florida-Alabama TPO FY 2014-2018 Transportation Improvement Program (TIP), Approving Apportionment of the Florida-Alabama TPO Membership, Appointment of the Florida-Alabama TPO Long Range Transportation Plan (LRTP) 2040 Ad Hoc Subcommittee Members, a Bicycle Pedestrian Advisory Committee Application and Election of Chairs and Vice Chairs for FY2014 (July 1, 2013 through June 30, 2014). Review Items will include the Fort Pickens / Gateway Communities Ferry and Shuttle Feasibility Study update, Review of Northwest Florida Transportation Corridor Authority Master Plan, Update on Amendment of the 2035 Florida-Alabama Long Range Transportation Needs and Cost Feasible Plans and other transportation planning items for consideration and discussion. **Public Participation is solicited without regards to race, color, national origin, sex, age, religion, disability or family status. The TPO will make reasonable accommodations for access to this meeting in accordance with the Americans with Disabilities Act.** Please notify TPO Coordinator; Mary Beth Washnock at 332-7976, x 228 or Marybeth.washnock@wfrpc.org for additional information or accommodation assistance.
Por favor a la Sr. Rhonda Grice, de los requistos de acceso o el idioma en el 850-332-7976 ext 214 o 1-800-995-8771 para TTY-Florida al menos 48 horas de antelacion.

Legal No. 1600417 1T June 6, 2013

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5489 **County Administrator's Report 9. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 01/02/2014
Issue: Appointment to the Workforce Escarosa Board of Directors
From: Marilyn Wesley
Organization: Community Affairs
CAO Approval:

RECOMMENDATION:

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

That the Board confirm the appointment of Phyllis P. Gonzalez, Circuit 1 Community Development Administrator, Florida Department of Children and Families (DCF), to the Workforce Escarosa Board of Directors, as a permanent public assistance/DCF representative for an indefinite term, beginning January 2, 2014.

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.

Phyllis Gonzalez replaces the previous permanent public assistance/DCF representative Randy Fleming, who, though still employed by DCF, no longer works as the Circuit 1 Community Development Administrator.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Appointments to this Board of Directors are made in accordance with state and federal legislation.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

All Escambia County appointments to this Board of Directors must have approval from the Escambia County Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, this appointment shall become effective for the expressed dates. The Department of Community Affairs has coordinated with Workforce Escarosa, Inc. on this appointment.

Attachments

Phyllis Gonzalez Letter, Information, and Resume

Jay Overman
Chairperson
Susan Nelms
Executive Director

workforceescarosa

Connecting businesses and resources.

December 11, 2013

Marilyn Wesley
Escambia County Board
Of Commissioners
221 Palafox Place
Pensacola, FL 32502

Dear Marilyn,

The federal Workforce Investment Act (WIA) requires a representative from Public Assistance sit on Regional Workforce Boards.

Randy Fleming has represented the State of Florida Department of Children and Families (DCF) on the Workforce Escarosa Board of Directors, serving as DCF's Circuit 1 Community Development Administrator. Due to a change in position, he no longer has the responsibilities and duties associated with this position. Phyllis Gonzalez has been assigned the position.

Please find attached a letter from Ms. Vicki Abrams appointing Phyllis Gonzalez as the designee for service on the Workforce Escarosa, Inc. Board of Directors.

I request your assistance with having Escambia County Board of Commissioners review and accept Ms. Gonzalez's appointment to the Workforce Escarosa, Inc. Board of Directors. Please let me know if you need additional information or if I can be of further assistance in this process. Thanks for your help with this matter.

Sincerely,

Susan Nelms
Executive Director

SN/js

Attachment

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

An equal opportunity employer program • Auxiliary aids available to individuals with disabilities • TTY: (877) 889 – 5627 • TDD: (800) 955 - 8771

State of Florida
Department of Children and Families

Rick Scott
Governor

Esther Jacobo
Interim Secretary

Vicki Abrams
Regional Managing Director

November 14, 2013

Susan Nelms, Executive Director
Workforce Escarosa
9111 Sturdevant St.
Pensacola, Florida 32514

Re: Voting Designation

Dear Chairman & Board Members:

Pursuant to Florida Statutes, I do hereby appoint Phyllis Gonzalez as my permanent designee for service on this Board. Ms. Gonzalez is granted full voting privileges and is authorized to make decisions on behalf of the Department of Children and Families.

Sincerely,

Vicki Abrams
Regional Managing Director
Northwest Region

VA/fas

Cc: Phyllis Gonzalez, CCDA, Florida Department of Children & Families

WORKFORCE ESCAROSA, INC.
BOARD MEMBERSHIP PROFILE - PRIVATE SECTOR

TYPE OF BUSINESS (Check all that apply): _____ **Small Business (less than 500 employees)**

_____ **Minority Owned**

DCF

Name: Phyllis Gonzalez
Business Name: DCF
Address: 160 W. Government Blvd
Pensacola FL 32502

Title: Circuit Community Development Administrator
Phone No.: 850-483-6675
FAX No.: 850-595-8064
E-Mail Address: Phyllis_Gonzalez@dcf.state.fl.us
Cell Phone No.: 850-232-9272

Home Address: 1645 Smugglers Cove Cir
Gulf Breeze FL 32563

MEMBERSHIP DEMOGRAPHICS (for reporting purposes)

GENDER:	RACE:	VETERAN:	AGE:	DISABLED:
___ Male	___ Black ___ Asian ___ Hispanic	X White ___ Ameri. Indian ___ Other	X Yes	X < 55	___ Yes
X Female		___ No	___ 55 OR >	X No

Community Organization Memberships

Bridges out of Poverty
Child Welfare Steering Committee
Escarosa Coalition on the Homeless
Community Alliance - All four Counties

Board Memberships

Early Learning Coalition of Okaloosa + Walton Counties
Transportation Disadvantaged Coordinating Boards - 4 of 4 Counties
Santa Rosa Healthy Start Coalitions

Briefly state why you would like to become involved in the Workforce Escarosa, Inc. Board.

Appointment would allow for DCF to have input on a large part of our client base.

Does your company currently provide any service or products to Workforce Escarosa, Inc.?
Yes X No ~~X~~ Go Access Partner -

Please attach a copy of your resume' to this form

Phyllis P. Gonzalez
1645 Smugglers Cove Circle, Gulf Breeze, FL 32563
HP (850) 936-0279 Cell (850) 324-4039
Pgonzalez2011@aol.com

13 years of experience working with and for Florida's Families;

PRINCIPAL SKILLS

Ability to develop and coordinate sustainable public - private collaborations to work on community issues- Proven leadership and creative problem solving abilities – Certified as a Child Welfare Trainer –Excellent organizational and time management skills – Proven ability to develop and incorporate realistic action plans to strengthen families and communities – Written and received over $300,000 in grant funding toward community projects

PROFESSIONAL EXPERIENCE

Program Director – Strengthening Families and Communities 2011- Present

Responsible for a 10 member AmeriCorps team serving in Escambia and Santa Rosa County focused on eliminating gaps in services for the homeless and impoverished. Using the Strengthening Families and Communities principals and levers of change with a focus on; reducing the level of child abuse and promoting community strategies for optimal development and use of resources in support of all families. Development of Local Coalitions to deploy the 'Levers of Change' on identified issues in our community. 1. Parent Partnerships ensure that prevention strategies are responsive and relevant. 2. Professional Development – to align goals and common language ensuring a comprehensive and cohesive message, 3. Policy and Cross System planning efforts; reducing duplication of resources and ensure a multidisciplinary approach to the issues.

Coalitions-

Chairperson for the local Child Abuse Death Review	(2006-2010)
Chair – Strengthening Families and Communities Initiative – Circuit One	(2009-2012)
Co-Chair - Child Abuse Prevention and Permanency Advisory Council – Circuit One	(2009-2012)
Chairperson for Safe Sleeping Task Force - Circuit One	(2008-present)
Chairperson for Substance Exposed Newborn Task Force – Circuit One	(2011- present)
Chairperson for ID taskforce for Homeless and Impoverished	(2012)
Chairperson and member – Community Data System – CDSWorks	(2008-present)
Leadership – Project Empower – State Pilot Coalition supporting individuals with Developmental Disabilities	(2011- present)
Member- Walton County Child Safety Coalition	(2012 -present)

Director of Service – Families Count 2007 – 2011

Responsible for coordinating service programs that work in concert toward the company mission to prevent child abuse. Developed policies and collaborative strategies to administer HPRP funds to low income families. Responsible for researching and implementing innovative strategies to deepen the level of services to families in crisis by adding treatment for adolescents and implementing a mental health component to current Families Count programs. Grant writing, budget and policy development, and contract management responsibilities for multiple programs and funding sources.

Child Protection Team – Team Coordinator - 2006 - 2010

Responsible for coordinating the daily activities and services of the CPT; which includes budgeting, scheduling, interviewing and hiring staff. Coordinate services with other agencies, health programs and local community programs. Provide training for CPT staff and agencies in the community. Obtain alternative funding sources to ensure availability of appropriate services for the children we serve. Analyze service shortfalls in the community and cultivate remedies.

Child Welfare Field Trainer - 2004 - 2006

District One Training Consortium/ University of South Florida

Present pre-service child protection training for the Florida Department of Children and Families and community-based child welfare professionals. Provide on-the-job coaching, consultation, and technical assistance to child welfare professionals and supervisors. Document strengths and needs of each trainee and ensure that each meets the stated requirements for certification. Present in-service curriculum as requested by the district and the zone.

Child Protective Investigator - 2002 - 2004

Florida Department of Children and Families

Investigate incidents of alleged child abuse as reported to the Florida Abuse Hotline. Interview families and complete Child Safety Assessments to determine whether there is a need for emergency services and/or ongoing services. To provide services as appropriate in accordance with operating procedures and Florida Statutes. To ensure accurate documentation is maintained in case files and in state data collection system. Prepare court documentation and present testimony when required. Work closely with local law enforcement, child protection teams, school personnel and other community service providers

Senior Family Services Counselor - 1999 - 2002

Florida Department of Children and Families / Families First Network

Perform supervisory activities in South Santa Rosa County and mentored interns and new employees. Manage in-home protective services caseloads. Conduct risk assessments, develop, update and implement case plans. Monitor case plan progress and wrote Judicial Reviews. Prepare other court documentation, make recommendations to the court and provide testimony as required. Interview clients, both adults and children. Organize and attend case staffings with many different service providers. Lead Counselor for South Santa Rosa County - March – July 2002

Other Relevant Work / Volunteer Experiences -

United States Air Forces- Special Operations Logistician – Retired

Supervised individuals and managed many complex programs responsible for planning and implementing forward operating locations for Special Operations forces worldwide. Negotiated with other branches of military services and foreign countries for essential resources during contingency and wartime situations to ensure mission success. Investigated complaints and was the primary planner and inspector for all USAF Special Operations units deployment capabilities for three years to include Desert Storm. Total Quality Management facilitator; inspected Air Force Special Operations units using Malcom Baldridge Criteria. Supervisor/program manager - 1987-1995

EDUCATION, TRAINING AND CERTIFICATION

2012-	Community Emergency Response Team/First Aid and CPR
2009- Present	Strengthening Families and Communities
2007 – Present	APSAC member
2006/2010	APSAC Forensic Interview Training
2004 –2006	Child Welfare Trainer
2005 – Present	Present In-service Dynamics of Abuse curriculum as requested
1999	BSW- Dual degree in Social Work and Psychology, University of West Florida
1999 – Present	Over 900 hours of child welfare trainings on varied subjects with a focus on Abuse and Childhood Trauma, Prevention, Substance Abuse, Domestic Violence, Strengthening Families and Communities and Building Community Collaborations

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5463 **County Administrator's Report 9. 9.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 01/02/2014
Issue: Nine Mile Road - Requesting Support for Additional Funding
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Support for Additional Funding on Nine Mile Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board adopt and authorize the Chairman to sign the Resolution expressing its support for seeking additional funding for construction projects on Nine Mile Road (US Alt 90).

BACKGROUND:

The Florida-Alabama Transportation Planning Organization (TPO) adopted the FY 2015-2019 Project Priorities on September 11, 2013, and amended on December 11, 2013. The TPO annually reviews and adopts it's Project Priorities to ensure that transportation projects programmed by Florida Department of Transportation (FDOT) in the Five Year Work Program are consistent with local needs and plans for the respective area.

FDOT has since segmented Nine Mile Road (US Alt 90) into several projects. Projects include Nine Mile Road from I-10 (SR 8) to Beulah Road (CR 99), Pine Forest Road (SR 297) to I-10 (SR 8), and Highway 29 (SR 95) to Pine Forest Road. Additional funding would allow these projects to be built at the same time. Table 2: FY2015-2019 Non-Strategic Intermodal System Project Priorities shows that Nine Mile Road, Phase 1 (Highway 29 to Pine Forest Road) and Phase 2 (Pine Forest Road to Mobile Highway) are Capacity Projects Numbers 1 and 2, respectively. The additional funding will also allow for the advancement of the Nine Mile Road Project from Highway 29 to Pine Forest Road.

The Annual Average Daily Traffic (AADT) for Nine Mile Road from Highway 29 to Pine Forest Road is 24,000, with a level of service (LOS) F since 2002; the AADT for Nine Mile Road from Beulah Road to I-10 is 19,000, with a LOS F since 2013; and the AADT for Nine Mile Road from I-10 to Pine Forest Road is 12,000, with a LOS C since 2013.

The TPO, during the meeting on December 11, 2013, voted to accept the FY2015-2019 FDOT Tentative Work Program in Resolution FL-AL 13-20 with the addition of moving all capacity segments on Nine Mile Road to FY 2016. This action is necessary in order to communicate changes to the Florida Department of Transportation from the TPO and its advisory committees.

It would be in the best interest of Escambia County to request the support of Governor Rick Scott, U.S. Senators Marco Rubio and Bill Nelson, Congressman Jeff Miller, Representatives Clay Ingram, Walter Bryan Hill, and Will Weatherford, and Senators Greg Evers and Don Gaetz in seeking additional funding for the construction projects on Nine Mile Road.

BUDGETARY IMPACT:

There is no local budgetary impact anticipated. Funding is being requested from State and Federal agencies.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual reviewed and signed off on the Resolution.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval and signature by the Chairman, the Clerk shall forward a copy of this Resolution to Governor Rick Scott, U.S. Senators Marco Rubio and Bill Nelson, Congressman Jeff Miller, Representatives Clay Ingram, Walter Bryan Hill, and Will Weatherford, and Senators Greg Evers and Don Gaetz.

Attachments

Resolution

Table 2

Map

RESOLUTION NUMBER R2014-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING ADDITIONAL FUNDING FOR ROAD CONSTRUCTION PROJECTS ON NINE MILE ROAD (US ALT 90); PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Nine Mile Road (US Alt 90) corridor is a heavily trafficked roadway in Escambia County; and

WHEREAS, the Annual Average Daily Traffic (AADT) count on Nine Mile Road (US Alt 90) from Beulah Road (CR 99) to I-10 (SR 8) is 19,000 users (Level of Service (LOS) F since 2013), 12,000 users from I-10 (SR 8) to Pine Forest Road (SR 297) (LOS C since 2013), and 24,000 users from Highway 29 (SR 95) to Pine Forest Road (SR 297) (LOS F since 2002); and

WHEREAS, in FY2015, the Florida Department of Transportation (FDOT) has tentatively allocated funding for the design of roadway improvements on that segment of Nine Mile Road (US Alt 90) from I-10 (SR 8) to Pine Forest Road (SR 297); and

WHEREAS, in FY2016, the FDOT has tentatively allocated funding for the design and construction of roadway improvements on that segment of Nine Mile Road (US Alt 90) from Beulah Road (CR 99) to I-10 (SR 8); and

WHEREAS, in FY2018, the FDOT has tentatively allocated funding for the construction of roadway improvements on that segment of Nine Mile Road (US Alt 90) from Highway 29 (SR 95) to Pine Forest Road (SR 297); and

WHEREAS, the segment of Nine Mile Road (US Alt 90) from Highway 29 (SR 95) to Pine Forest Road (SR 297) is the Florida-Alabama Transportation Planning Organization's (TPO) Capacity Project Priority Number 1; and

WHEREAS, the segment of Nine Mile Road (US Alt 90) from Pine Forest Road (SR 297) to Mobile Highway is the Florida-Alabama TPO's Capacity Project Priority Number 2; and

WHEREAS, allocating additional funding to complete the design and construction for each segment of Nine Mile Road (US Alt 90) in FY2016 would serve to conserve project costs and sooner alleviate existing capacity issues; and

WHEREAS, allocating additional funding to complete the design and construction for each segment of Nine Mile Road (US Alt 90) in FY2016 would also serve to promote economic development in the area and support the future expansion of Navy Federal Credit Union.

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

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

SECTION 2. That the Board hereby urges Escambia County's United States congressional representatives from Florida and its Florida legislative delegation members to request

funding for the aforementioned projects in FY2016 with additional funding allocated by the FDOT and/or the Federal Highway Administration to complete both the design and construction of each of the aforementioned segments of Nine Mile Road (US Alt 90), and the Board further requests that any additional funding for these projects not impact the FDOT District 3 project priorities.

SECTION 3. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

SECTION 4. That the Clerk shall forward a copy of this Resolution to U.S. Senators Marco Rubio and Bill Nelson, Congressman Jeff Miller, Representatives Clay Ingram, Walter Bryan Hill, and Will Weatherford, and Senators Greg Evers and Don Gaetz and Governor Rick Scott.

ADOPTED this _____day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____

Date: 12/18/13

RESOLUTION SUPPORTING ADDITIONAL FUNDING FOR ROAD CONSTRUCTION PROJECTS ON NINE MILE ROAD (US ALT 90)

Addresses for Clerk to the Board:

U.S. Senator Marco Rubio
1 N. Palafox Street, Suite 159
Pensacola, FL 32502

U.S. Senator Bill Nelson
US Court House Annex
111 North Adams Street
Tallahassee, FL 32301

Congressman Jeff Miller
4300 Bayou Boulevard, Suite 13
Pensacola, FL 32503

Representative Clay Ingram
11000 University Parkway
Pensacola, FL 32514-5711

Representative Walter Bryan Hill
418 W. Garden Street, Suite 403
Pensacola, FL 32502-4731

Representative Will Weatherford
420 The Capitol
402 South Monroe Street
Tallahassee, FL 32399-1300

Senator Greg Evers
209 E. Zaragoza Street
Pensacola, FL 32502

Senator Don Gaetz
212 Senate Office Building
404 South Monroe Street
Tallahassee, FL 32399-1100

Office of Governor Rick Scott
State of Florida
The Capitol
400 S. Monroe Street
Tallahassee, FL 32399-0001

Table 2: FY 15-19 Non-Strategic Intermodal System (Non-SIS) Project Priorities

Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2035 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY15-19 Priority Ranking
Regional ITS Plan Projects[1]	$1,230,000 Annually				**1**
Corridor Management Plan/Studies[2]	$130,000 Annually				**2**
Corridor Management Projects[2]	$1,500,000 Annually				**3**
Public Transportation Capital Improvements[3]	$300,000 Annually				**4**
Bicycle/Pedestrian Projects[4]	$350,000 Annually				**5**
Traffic Signal Coordination[5]	$300,000 Annually				**6**
Nine Mile Road (ESC)	Pine Forest Road	US 29	Widen to 4 lanes	**PD&E Study - Complete** **Design - Underway** **ROW - Funded FY14/15 through FY 16/17 Project # 2186053** **Construction** [6]	**7**
Nine Mile Road (ESC)	Mobile Highway	Pine Forest Road	Widen to 4 lanes	**PD&E Study - Underway Project # 2186054** **Design** [6] **ROW** [6] **Construction**	**8**

1. *Regional ITS Plan projects are listed in Appendix E*
2. *Corridor Management Plan/Studies information is included in Appendix C*
3. *Table 15 presents the Public Transportation Capital Improvements*
4. *Table 11 presents the Bicycle and Pedestrian Projects*
5. *Traffic Signal Coordination Projects are listed in Appendix D*
6. *Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program*

Table 2: FY 15-19 Non-Strategic Intermodal System (Non-SIS) Project Priorities

Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2035 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY15-19 Priority Ranking
Burgess Road (ESC)	US 29	I-110 Overpass	Widen to 4 lanes	**PD&E Study - Complete** **Design - Underway** **ROW- Funded FY 17/18 Project # 2184291** **Construction** [1]	**9**
US 98 (SRC)	Bayshore Drive	Portside Drive	Widen to 6 lanes	**PD&E Study - Complete** **Design - Underway Project # 2201101** **ROW -Funded FY 14/15 Project # 2204401** **Construction**	**10**
Pinestead-Longleaf Connector (ESC)	Pine Forest Road	US 29	Widen to 4 lanes	**PD&E Study - Complete** **Design - Complete** **ROW - Funded FY14/15 & FY16/17 with Local Funds Project # 4210141** [2] **Construction** [1]	**11**
SR 87 North (SRC)	CR 87A (Langley Street)	TPO Urban Boundary	Widen to 4 lanes	**PD&E Study- Complete** **DESIGN - Underway (FY12/13) Project #4167482** **ROW** **Construction**	**12**
US 90 (SRC)	Glover Lane/ Old Highway 90	SR 87 South	Widen to 4 lanes	**PD&E – Underway** **Design** **ROW** **Construction**	**13**

[1] *Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program*

[2] *Phase funded with 100% local funds*

Table 2: FY 15-19 Non-Strategic Intermodal System (Non-SIS) Project Priorities

Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2035 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY15-19 Priority Ranking
US 90 (SRC)	Avalon Boulevard	Stewart Street	Widen to 6 lanes	**PD&E Study - Complete** **Design - Complete** **ROW** [1] **Construction**[1]	**14**
Gulf Beach Highway (ESC)	Fairfield Drive	Navy Boulevard	Widen to 4 lanes	**PD&E Study** **Design** [1] **ROW** **Construction**	**15**
Gulf Beach Highway (ESC)	Blue Angel Parkway	Fairfield Drive	Widen to 4 lanes	**PD&E Study** **Design** **ROW** **Construction**	**16**
Sorrento Road (ESC)	South end of ICWW Bridge	Gulf Beach Highway/Innerarity Point Road	Widen to 4 lanes	**PD&E Study - Underway** **Design - Underway** **ROW** **Construction**	**17**

[1] *Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program*

Table 2: FY 15-19 Non-Strategic Intermodal System (Non-SIS) Project Priorities

Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2035 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY15-19 Priority Ranking
Sorrento Road (ESC)	Gulf Beach Highway/Innerarity Point Road	Blue Angel Parkway	Widen to 4 lanes	**PD&E Study - Underway** **Design** **ROW- Funded FY16/17 with Local funds Project # 4210112- Priority for additional state/federal ROW funding** **Construction Cost Feasible with Local Funds Only**	**18**
SR 87 Connector (SRC)	SR 87 South	SR 87 North	Widen to 4 lanes	**PD&E Study – Underway** **Design**[1] **ROW** **Construction**	**19**
Main Street (PNS)	Tarragona Street	Chase Street	2 Lane Improvement	**PD&E**[1] **Design**[1] **ROW – Not Required** **Construction**[1]	**20**
Main Street (PNS)	Barrancas Avenue	Baylen Street	2 Lane Improvement	**PD&E**[1] **Design**[1] **ROW – Not Required** **Construction**[1]	**21**

[1] *Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program*

Table 2: FY 15-19 Non-Strategic Intermodal System (Non-SIS) Project Priorities

Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2035 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY15-19 Priority Ranking
US 90 (SRC)	SR 87 South	S.A. Jones Road	Widen to 4 lanes	**PD&E[1]** **Design** **ROW** **Construction**	**22**
Express Bus Service and Maintenance (ESC/SRC)	Pensacola	Navarre	New Bus Route	**n/a**	**23**
Blue Angel Parkway (ESC)	Sorrento Road	US 98	Widen to 4 lanes	**PD&E Study - Complete** **Design - Underway** **ROW - Funded FY17/18 with Local funds Project # 4210121 - Priority for additional state/federal ROW funding** **Construction Cost Feasible with Local Funds Only**	**24**

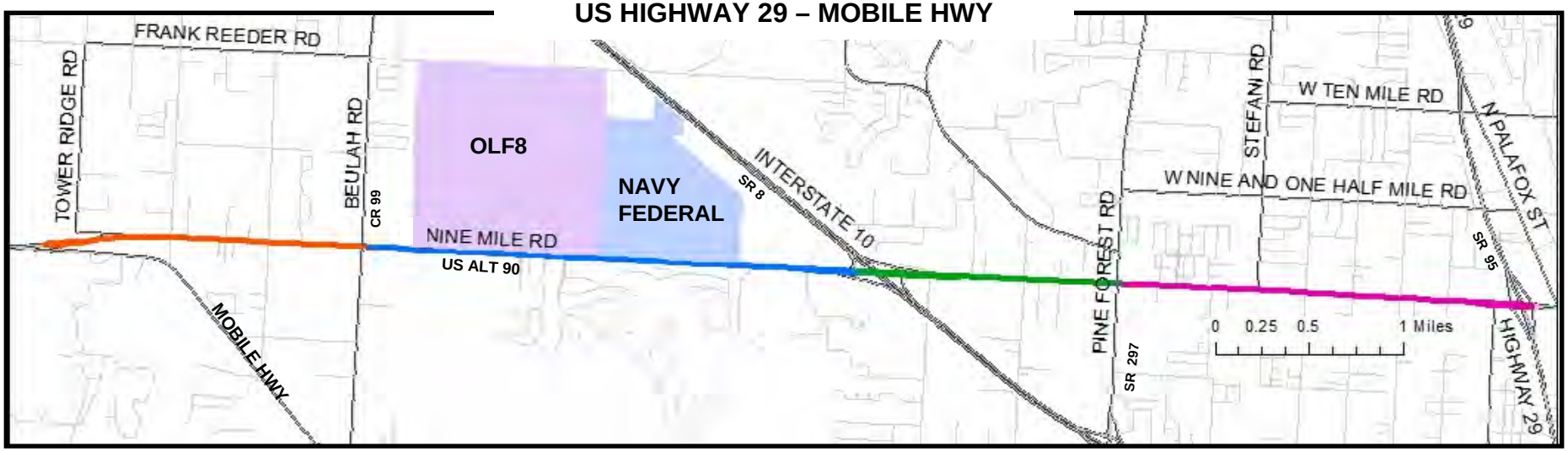
[1] *Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program*

Table 2: FY 15-19 Non-Strategic Intermodal System (Non-SIS) Project Priorities

Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2035 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY15-19 Priority Ranking
US 29 Connector (ESC)	US 90	US 29	New 4 lane facility	**PD&E - Funded in FY 12/13 with Local Funds as Escambia County Project #1 - Priority for additional state/federal PD&E funding** **DESIGN[1]** **ROW** **Construction**	**25**
FDOT is currently administering a PD&E Study for a new interchange at 1-10 @ Beulah Road. As this study progresses, it is the Department's intent to consider adding the Beulah Road interchange to the Strategic Intermodal System (SIS) by evaluating information obtained from the study to determine if the facility will function as a SIS corridor. If the information supports the need to add Beulah Road to the SIS, phases of the project beyond the PD&E phase would be eligible for SIS funds.					
Langley Avenue/Tippin Avenue/9th Avenue (ESC)	Major Intersection Improvement			**PD&E Study - Underway** **Design[1]** **ROW[1]** **Construction**	**26**
SR 292 Perdido Key Drive (ESC)	Alabama State Line	Gulf Beach Highway/ Innerarity Point Road	Widen to 4 lanes	**PD&E Study - Underway funded and managed by FDOT** **Design - Funded in FY 14/15 with Local and TRIP Funds Project #4210111** **ROW - Funded in FY 17/18 with Local Funds Project #4210111 - Priority for additional state/federal ROW funding** **Construction - Cost Feasible with Local Funds Only**	**27**

[1] *Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program*

NINE MILE ROAD
US HIGHWAY 29 – MOBILE HWY



SEGMENT 1 US 29 – PINE FOREST ROAD:

TPO CAPACITY PROJECT PRIORITY #1
LEVEL OF SERVICE F
AADT 2013 – 24,697 VEHICLES
2018 DESIGN / BID / BUILD CAN BE COMPLTE IN FY 14 / 15 $16,235,00.00

SEGMENT 2 PINE FOREST ROAD – INTERSTATE 10:
TPO CAPACITY PROJECT PRIORITY #2
LEVEL OF SERVICE C
AADT 2016 – 12,697 VEHICLES
NO CONSTRUCTION IDENTIFIED (ROUGH ESTIMATE $7,300,000.00 DESIGN / BID / BUILD)

SEGMENT 3 INTERSTATE 10 – BEULAH ROAD:
TPO CAPACITY PROJECT PRIORITY #2
LEVEL OF SERVICE F
AADT 2013 – 19,000 VEHICLES
2016 DESIGN / BUILD $23,463,00.00

SEGMENT 4 BEULAH ROAD – MOBILE HIGHWAY:
TPO CAPACITY PROJECT PRIORITY #2
LEVEL OF SERVICE B
AADT 2016 – 4,968 VEHICLES
NO CONSTRUCTION IDENTIFIED (ROUGH ESTIMATE $10,400.000.00 DESIGN / BID / BUILD)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5456 **County Administrator's Report 9. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/02/2014
Issue: Replacement State of Florida, Division of Emergency Management Fiscal Year 2013 Homeland Security Federally-Funded Subgrant Agreement (CERT)
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Replacement State of Florida, Division of Emergency Management, Federal Fiscal Year 2013 Homeland Security Federally-Funded Subgrant Agreement for the Community Emergency Response Team Program - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the replacement State of Florida, Division of Emergency Management (FDEM), Federal Fiscal Year 2013 Homeland Security Federally-Funded Subgrant Agreement, Contract Number 14-CI, allocating to Escambia County a Grant totaling $11,200, for the period September 1, 2013, through September 30, 2014:

A. Approve the replacement FDEM Federally-Funded Subgrant Agreement, allocating Grant funding for the Community Emergency Response Team (CERT) Program, identified in Fund 110, Other Grants and Projects Fund, Cost Center 330430, Revenue Account 334248; and

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

BACKGROUND:

This Agreement was previously approved by the Board at the November 7, 2013 BCC meeting. Since that approval and Board signature for the Agreement, FDEM has requested a one-word change in the contract as identified:

"The Division requests a slight revision to the FY2013 Emergency Management Performance Grant Agreement.

*Page 4, Subsection (11) REMEDIES., states, "If an Event of Default occurs, then the Division **may**…" The Division requests that the aforementioned verbiage be revised to state, "If an Event of Default occurs, then the Division **shall**…"*

As a result, this replacement Agreement is being submitted to the Board for approval and signature that now reflects this one word change.

BUDGETARY IMPACT:

The budget was previously approved November 21, 2013. There are no budgetary changes being requested.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the replacement Subgrant Agreement and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Board's Competitive Grants Policy and FDEM guidelines.

IMPLEMENTATION/COORDINATION:

John Dosh, Division of Emergency Management Manager, will oversee implementation upon approval of the replacement Subgrant Agreement. Coordination of this Subgrant will be between FDEM and the Escambia County Division of Emergency Management, and include any other organization or agency identified for Subgrant implementation.

Attachments

Replacement CERT Agreement Number 14-CI

Contract Number: 14-CI

CFDA #: 97.042

FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Escambia County**, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Program Budget and Scope of Work, Attachment A and B of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES.

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment D.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin on **September 1, 2013** and shall end **September 30, 2014**, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT.

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING.

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at $5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Program Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS.

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends $500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than $500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to the Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission to:
http://harvester.census.gov/fac/collect/ddeindex.html

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS.

(a) The Recipient shall provide the Division with quarterly financial reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly financial reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31 and June 30.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraphs (10), (11) and (12) of this Agreement, and Rule 27P-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with the Program Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment C.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment B to this Agreement, and reported in the quarterly financial report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY.

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under

this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

3. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question;

4. Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law; or

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform

on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Chanda Jenkins
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-414-8538
Fax: 850-488-7842
Email: Chanda.Jenkins@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

John Dosh, Manager
Division of Emergency Management
Escambia County BCC
6575 North "W" Street
Pensacola, Florida 32399
850-471-6409 phone
850-471-6455 fax
John_Dosh@co.escambia.fl.us

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS.

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly financial report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS.

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS.

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources
Attachment A – Program Budget
Attachment B – Scope of Work
Attachment C – Reports
Attachment D – Program Statutes, Regulations and Special Conditions
Attachment E – Justification of Advance Payment
Attachment F – Warranties and Representations
Attachment G – Certification Regarding Debarment
Attachment H – Statement of Assurances
Attachment I – Reimbursement Checklist

(17) FUNDING/CONSIDERATION.

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **$11,200.00**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Program Budget and Scope of Work, Attachment A and B of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly financial reporting as referenced in Paragraph 7 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

Changes to the amount of funding pursuant to Paragraph (17)(a) above may be accomplished by notice from the Division to the Recipient. The Division may make an award of additional funds by subsequent modification.

All funds received hereunder shall be placed in an interest-bearing account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

The Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

Allowable costs shall be determined in accordance with applicable Office of Management and Budget Circulars, or, in the event no circular applies, by 48 CFR Part 31 CONTRACT COST PRINCIPLES AND PROCEDURES.

Any requests received after **September 30, 2014**, at the discretion of the Division, may not be reimbursed from this Agreement.

This agreement may be renewed, at the Division's sole discretion, for a period that may not exceed three years or the term of the original Agreement, whichever period is longer, specifying the renewed price and subject to the availability of funds. Pursuant to Section 287.057(13), Florida Statutes, exceptional purchase contracts pursuant to Section 287.057(3)(a) and (c), may not be renewed.

Federal funds provided under this Agreement shall be matched by the Recipient dollar for dollar from non-federal funds.

(18) REPAYMENTS.

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management" and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in Paragraph 19(g)2., of this certification; and

4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061(14)(a), Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION.

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK.

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

Board of County Commissioners
Escambia County, Florida

By: _____
Name and Title: Lumon J. May, Chairman
Date: _____
FID# 59-6000598-168
DUNS# 07-507-9673

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Date BCC Approved: _____
Date BCC Executed: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Name and Title: Bryan Koon, Director

Date: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 12/5/13

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program

Federal agency: U.S. Department of Homeland Security/Federal Emergency Management Agency
Catalog of Federal Domestic Assistance title and number: Emergency Management Performance Grant # 97.042.
Award amount: **$11,200.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:
Chapter 252, Florida Statutes
Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
44 CFR, Part 302
48 CFR, Part 31
OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

NOTE: If the resources awarded to the Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:
List applicable compliance requirements as follows:

1. *Recipient is to use funding to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate, Fiscal Year 2013 Emergency Management Performance Grants Program.*
2. *Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.*

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

Attachment A

Program Budget

- Below is a general budget which outlines eligible categories and their allocation under this award. The Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.

  Funding from the Emergency Management Performance Grant is intended for use by the Recipient to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, Fiscal Year 2013 Emergency Management Performance Grants Program and programs that are consistent with Title 44, Code of Regulations (CFR) Part 13, State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).

- At the discretion of the Recipient, funds allocated to Management and Administration costs (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead. However, no more than 5% of each Recipient's total award may be expended on Management and Administration costs.

Grant	Recipient Agency	Category	Amount Allocated
FY 2013 – Emergency Management Performance Grants EO___	Escambia County	Planning Expenditures	$11,200.00
		Training Expenditures	$ 0.00
		Exercise Expenditures	$ 0.00
		Equipment Expenditures	$ 0.00
		Management and Administration Expenditures (5%)	$ 0.00
Total Award		$	$11,200.00

Budget Detail Worksheet

The Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award amount as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this agreement, contact the grant manager listed in this agreement via email or letter.

Allowable Planning Costs	Quantity	Unit Cost	Total Cost	EO #
Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities				
Developing and implementing homeland security support programs and adopting ongoing DHS national initiatives				
Developing related terrorism prevention activities				
Developing and enhancing plans and protocols				
Developing or conducting assessments				
Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)	1	$11,200.00	$11,200.00	
Conferences to facilitate planning activities				
Materials required to conduct planning activities				
Travel/per diem related to planning activities				
Overtime and backfill costs – Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the planning activities for the development and implementation of the programs under EMPG.				
Other projects areas with prior approval from FEMA				
Activities to achieve planning inclusive of people with disabilities				
		SUBTOTAL	$11,200.00	
Allowable Training Costs	**Quantity**	**Unit Cost**	**Total Cost**	
Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes.				

Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training				
Training Workshops and Conferences				
Activities to achieve training inclusive of people with disabilities				
Full or Part-Time Staff or Contractors/Consultants				
Travel				
Supplies				
Tuition for higher education				
Certification/Recertification of Instructors				
Other items				
			SUBTOTAL	**$**
Allowable Exercise Costs	**Quantity**	**Unit Cost**	**Total Cost**	
Design, Develop, Conduct and Evaluate an Exercise.				
Exercise Planning Workshop - Grant funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel and exercise plan development.				
Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.				
Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises.				
Implementation of HSEEP				

Activities to achieve exercises inclusive of people with disabilities				
Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law as highlighted in the *OJP Financial Guide*. States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates, as explained in the *OJP Financial Guide*. For further information on federal law pertaining to travel costs please refer to http://www.ojp.usdoj.gov/FinGuide.				
Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).				
Other Items - These costs include the rental of space/locations for exercise planning and conduct, exercise signs, badges, etc.				
			SUBTOTAL	$
Allowable Equipment Costs The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, can be found on the web-based Authorized Equipment List at: http://www.rkb.us ↓ Click on "Authorized Equipment List (AEL) ↓ If you wish to purchase a piece of equipment from any category below, then, in the space given below that category, put the "AEL item number" and "title"	**Quantity**	**Unit Cost**	**Total Cost**	
Personal Protective Equipment				
e.g., 1.12.2.1, Covers, Outer Footwear				
CBRNE Operational Search and Rescue Equipment				

Information Technology				
Interoperable Communications Equipment				
Medical				
Power				
CBRNE Logistical Support Equipment				
Disability Access and Functional Needs				
Other authorized equipment costs (include any construction or renovation costs in this category; Written approval must be provided by FEMA prior to the use of any funds for construction or renovation).				
			SUBTOTAL	**$**
Allowable Management and Administration Costs	**Quantity**	**Unit Cost**	**Total Cost**	
Hiring of full-time or part-time staff or contractors/consultants: • To assist with the management of the respective grant program • To assist with application requirements • To assist with compliance with reporting/data collection requirements				
Development of operating plans for information collection and processing necessary to respond to FEMA data calls.				
Costs associated with achieving emergency management that is inclusive of the access and functional needs of workers and citizens with disabilities.				

Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called "Overtime as Backfill" are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.				
Travel expenses				
Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the *OJP Financial Guide* at http://www.ojp.usdoj.gov/FinGuide).				
Acquisition of authorized office equipment, including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.				
The following are allowable only within the period of performance: • Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc. • Leasing and/or renting of space for newly hired personnel.				
			TOTAL ALL EXPENDITURES	$11,200.00

Cost Sharing Allocation	
Source	**Amount**
Match will come from local in-kind services.	$11,200.00
TOTAL	$11,200.00

Attachment B

Scope of Work

Funding is provided to perform eligible activities as identified in the Emergency Management Performance Grants (EMPG) Program Funding Opportunity Announcement (FOA). The intent of this Agreement is to complete the following allowable activities:

I. EO and Project Description

EO ___– Citizen Corps and Community Emergency Response Team (CERT) Program - The Citizen Corps mission is to bring community and government leaders together to coordinate the involvement of community members and organizations in emergency preparedness, planning, mitigation, response, and recovery.

The FY 2013 Citizen Corps Program (CCP) funds provide resources for States and local communities to:

- Bring together the appropriate leadership to form and sustain a Citizen Corps Council
- Develop and implement a plan and amend existing plans, such as emergency operations plans (EOP) to achieve and expand citizen preparedness and participation
- Conduct public education and outreach
- Ensure clear, timely, and accessible alerts/warnings and emergency communications with the public
- Develop training programs for the public, including special needs populations, for both all-hazards preparedness and volunteer responsibilities
- Facilitate citizen participation in exercises
- Implement volunteer programs and activities to support emergency responders
- Involve citizens in surge capacity roles and responsibilities during an incident in alignment with the Emergency Support Functions and Annexes
- Conduct evaluations of programs and activities

II. Categories and Eligible Activities

Eligible activities are outlined in the Scope of Work for each category below. FY 2013 EMPG allowable costs are divided into the following categories: **planning, training, exercises, equipment, management and administration cost**. Each category's allowable costs have been listed in the "Budget Detail Worksheet" Attachment A. Eligible activities should support the above approved projects.

A. Planning

Planning spans across all five NPG mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness. Integrating non-governmental entities into the planning process is critical to achieve comprehensive community preparedness. To meet this important objective, EMPG funds may be used to support the following:

- Establishing and sustaining bodies to serve as Citizen Corps Councils.
- Assuring that State and local government homeland security strategies, policies, guidance, plans and evaluations include a greater emphasis on government/non-governmental collaboration, citizen preparedness, and volunteer participation.
- Developing/enhancing emergency management and operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation.
- Community-based planning to advance "whole community" security and emergency management.

- Developing and implementing a community preparedness strategy for the State/local jurisdiction.
- Developing or reproducing accessible public education and outreach materials to: increase citizen preparedness and knowledge of protective actions (to include the national *Ready Campaign* materials); promote training, exercise, and volunteer opportunities; and inform the public about emergency plans, evacuation routes, shelter locations, and public alerts/warnings.

    - All public education and outreach materials must include the national or jurisdiction's Citizen Corps logo, tagline or website or the Ready logo, tagline, or website and comply with logo standards. For more information go to *http://www.citizencorps.gov*. In addition, all public education and outreach materials should incorporate special needs considerations, to include language, content, and method of communication.

    - Allowable expenditures include:
        - Media campaigns: Public Service Announcements (PSAs), camera-ready materials, website support, and newsletters.
        - Outreach activities and public events: Booth displays, event backdrops or signs, displays and demonstrations, utilizing translation services, and informational materials such as brochures/flyers.
        - Costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.

- Establishing, expanding, and maintaining volunteer programs and volunteer recruitment efforts that support disaster preparedness and/or response.

    - Citizen support for emergency responders is critical through year-round volunteer programs and as surge capacity in disaster response. Citizen Corps funding may be used to establish, enhance or expand volunteer programs and volunteer recruitment efforts for Neighborhood Watch/USAonWatch, Community Emergency Response Teams (CERT), Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), and Fire Corps; for the Citizen Corps Affiliate Programs and Organizations; and for jurisdiction specific volunteer efforts.

    - Allowable expenditures include:
        - Recruiting, screening, and training volunteers (e.g. background checks)
        - Retaining, recognizing, and motivating volunteers.
        - Purchasing, maintaining, or subscribing to a system to track volunteers (to include identification and credentialing systems and to track volunteer hours) and other available resources in compliance with applicable privacy laws.
        - Necessary non-structural accommodations to include persons with programmatic and communications access needs (e.g., sign language interpreters. Computer Assisted Realtime Translation (CART) and other modifications of policies and practices to fully include volunteers with disabilities).
        - Evaluating volunteers.

B. Training

Training funded through the CCP includes but is not limited to: all-hazards safety, such as emergency preparedness, basic first aid, life saving skills, crime prevention and terrorism awareness, school preparedness, public health issues, mitigation/property damage prevention, safety in the home, light search and rescue skills, principles of NIMS/ICS, community relations, volunteer management, serving people with disabilities, pet care preparedness, any training necessary to participate in volunteer activities, any training necessary to fulfill surge capacity roles, or other training that promotes individual, family, or community safety and preparedness.

There is no cap on the number of deliveries State or local jurisdictions may conduct of non-responder community based workshops, seminars, demonstrations, or conferences. Examples include; CPR/AED training, identity theft workshops, terrorism awareness seminars, chain-saw safety demonstrations, and disability-inclusive community preparedness conferences.

Funding for CERT training includes the delivery of the CERT Basic Training Course, supplemental training for CERT members who have completed the basic training, and the CERT Train-the-Trainer Course, and the CERT Program Manager Course. Any CERT Basic training conducted by State or local entities must: 1) include the topics covered in the FEMA CERT Basic Training Course; 2) be instructor-led; and 3) and classroom-based, using lecture, demonstration, and hands-on practice throughout. Note that the Independent Study course, "Introduction to CERT" (IS 317) must not be substituted for classroom delivery of CERT basic training.
Supplemental training for CERT members who have completed the basic training includes modules available on the national CERT website, as well as other supplemental training that meets the following criteria:

- Relates to a reasonably foreseeable activity CERT members might be tasked to perform in support of emergency services responders;
- Increases competency and understanding of the emergency management context in which CERT members may be asked to operate; or
- Enhances understanding of a particular local hazard CERT members might encounter in their response activities.

There is no cap on the number of deliveries State or local jurisdictions may conduct of the CERT Basic Training, the CERT Train-the-Trainer, Campus CERT Train-the-Trainer, Teen CERT Train-the-Trainer, or CERT Program Manager courses, or supplemental/advanced training for CERT program participants.

Any training supported with these CCP funds should be delivered with specific consideration to include all ages, ethnic and cultural groups, persons with disabilities, and access and functional needs populations at venues throughout the community, to include schools, neighborhoods, places of worship, the private sector, non-governmental organizations, and government locations. Expenditures to provide necessary non-structural accommodations for persons with disabilities and other access and functional needs is allowable (e.g., sign language interpreters, CART and other modifications of policies and practices to fully include participants with disabilities). Jurisdictions are also encouraged to leverage existing training provided via educational/professional facilities and to incorporate non-traditional methodologies such as the Internet, distance learning, or home study whenever such delivery supports training objectives. Pilot courses and innovative approaches to training citizens and instructors are encouraged.

Instruction for trainers and training to support the Citizen Corps Council members in their efforts to manage and coordinate the Citizen Corps mission is also an allowable use of the FY 2013 CCP funding.

EMPG Program funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses; grantees are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. The NIMS Training Program can be at http://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf/.

The NIMS Guideline for Credentialing of Personnel provides guidance on the national credentialing standards. The NIMS Guidelines for Credentialing can be found at http://www.fema/gov/pdf/emergency/nims/nims_cred_guidelines_report.pdf.

To ensure the professional development of the emergency management workforce, the grantee must ensure routine capabilities assessment is accomplish and a multi-year training plan is developed and implemented.

Allowable Training Costs
Allowable training-related costs include, but are not limited to, the following:

- **Funds Used to Develop, Deliver, and Evaluate Training.** Includes costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, disability accommodations and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the training cycle.

- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel which are the direct result of attendance at FEMA and/or approved training courses and programs, are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities.

- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.

- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable. Such costs must be included within the funding allowed for program management personnel expenses, which must not exceed 15 percent (15%) of the total allocation as specified in section E.6. In no case is dual compensation allowable (see above).

- **Certification/Recertification of Instructors.** Cost associated with the certification and re-certification of instructors is allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers.

C. Exercises

Exercises specifically designed for or that include participation from non-governmental entities and the general public are allowable activities and may include testing public warning systems, evacuation/shelter in-place capabilities, family/school/business preparedness, and participating in table-top or full scale emergency responder exercises at the local, State, tribal, territorial, or national level, to include the National Level Exercises. Grantees are encouraged to develop exercises that test their SOPs/SOGs in accordance with the FY 2013 Priority requirements.

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct, and Evaluate an Exercise** – Includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of

space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any exercise or exercise gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.

- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises. In no case is dual compensation allowable.

- **Overtime and Backfill** – The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development, and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

- **Travel** – Travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s) or HSEEP programmatic requirements as described in the HSEEP website (e.g., Improvement Plan Workshops, Training and Exercise Plan).

- **Supplies** – Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).

- **Disability Accommodations** - Materials, services, tools and equipment for exercising inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities).

- **Other Items** – These costs include the rental of equipment (e.g., portable toilets, tents), food, gasoline, exercise signs, badges, etc.

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.

Exercise Requirements

Exercises conducted with FEMA support must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Guidance for exercise design, development, conduct, evaluation, and improvement planning is located at *https://hseep.dhs.gov*. The HSEEP Library provides sample exercise materials and templates.

All exercises using HSGP funding must be NIMS compliant. More information is available online at the NIMS Integration Center, *http://www.fema.gov/emergency/nims/index.shtm.*

Where applicable, the Training and Exercise Plans should include training and exercises that support specialized programs, such as the Regional Catastrophic Preparedness Grant Program.

States are encouraged to exercise their capabilities with regard to infants and children across all aspects of response and recovery, including pediatric medical surge capabilities and integrating the accessibility and functional needs of children and adults with disabilities.

- **Exercise Scenarios.** The scenarios used in HSGP-funded exercises must be based on the State/Urban Area's Homeland Security Strategy and plans. Acceptable scenarios for SHSP, UASI, MMRS, and CCP exercises include: chemical, biological, radiological, nuclear, explosive, cyber, agricultural and natural or technological disasters. Exercise scenarios must be catastrophic in scope and size as defined by the *National Response Framework.*

  The scenarios used in HSGP-funded exercises must focus on validating existing capabilities and must be large enough in scope and size to exercise multiple tasks and warrant involvement from multiple jurisdictions and disciplines and nongovernmental organizations, and take into account the needs and requirements for individuals with disabilities. Exercise scenarios should also be based on the Multiyear Training and Exercise Plan.

- **Special Event Planning.** If a State or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit), the special event planning should be considered as a training or exercise for the purpose of the Multi-Year Training and Exercise Plan. The State or Urban Area should plan to use SHSP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control. States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year Training and Exercise Plan.

- **Exercise Evaluation Improvement.** Exercises should evaluate performance of the objectives and capabilities required to respond to the exercise scenario. Guidance related to exercise evaluation and improvement planning is defined in the Homeland Security Exercise and Evaluation Program located at https://hseep.dhs.gov.

- **Role of Non-Governmental Entities in Exercises.** Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from nongovernmental entities should be included in the planning, conduct, and evaluation of an exercise. State, local, tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, volunteer, and other non-governmental organizations. Non-governmental participation in exercises should be coordinated with the local Citizen Corps Council(s) and other partner agencies. The scenarios used in HSGP-funded exercises must focus on validating existing capabilities, must comply with and be large enough in scope and sixe to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities.

D. Equipment

States and Urban Areas are encouraged to fully leverage all HSGP resources for equipment to support volunteer personnel in preparedness and response. All allowable equipment costs are listed in the AEL, available at *https://www.rkb.us*.

Any equipment purchased with CCP funding must be used for specific preparedness or volunteer training or by volunteers in carrying out their response functions. Examples of equipment used to support training and exercises for citizens include items such as burn pans or sample preparedness kits.

Expenditures for kits used in volunteer response (e.g., CERT or MRC kits / backpacks) or clothing for official identification must not exceed 30 percent of the total Citizen Corps Program allocation. Clothing for official identification includes those items that volunteers are required to wear when engaging in public safety activities or disaster response (e.g., t-shirts for CERT members, baseball caps for Neighborhood Watch/USAonWatch Program foot patrol members). To assure appropriate and consistent use, such clothing items must be issued by the agency that trains the volunteers.

CCP supported volunteer programs and assets, which are authorized to deploy in response and recovery operations, must meet the minimum training and equipment requirements, as determined by the national program office in coordination with the sponsoring State/territory.

Necessary accommodations that meet the disability related access and functional needs of participants should be provided.

E. **Management and Administration -** no more than 5% of each sub-recipient's total award may be expended on Management and Administration costs. M&A activities are those define as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of State and local emergency managers are not typically categorized as M&A, unless the State or local EMA chooses to assign personnel to specific M&A activities.

Hiring of full-time or part-time staff or contractors/consultants:

- To assist with the management of the respective grant program
- To assist with application requirements
- To assist with the compliancy with reporting and data collection requirements

Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls.

Costs associated with achieving emergency management that is inclusive of the access and functional needs of workers and citizens with disabilities.

Overtime and backfill costs - Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called "Overtime as Backfill" are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.

III. Program Requirements

1. The following are required items to be provided to participate under the CERT Sub-grant: (NOTE: Special exemption can be granted by the State Citizen Corps/CERT office.)
   A. PPE Equipment

- Hard Hat
- Protective Eyewear
- ID Tag
- Dust Mask or simple HEPA Mask
- Light Stick
- Reflective Vest
- Latex or Nitrate Gloves
- Marking Caulk or Marking Crayon
- Signal Whistle
- Bag/Backpack
- Work Gloves
- Flashlight (simple)
- Roll of Duck Tape
- Cardboard or Simple Splint (forearm or leg)
- Disaster medical care items for at least 3 victims such as gauze, triangles, etc.

B. Participant manuals – provided by applicant
C. SOPs/SOGs
D. Certificate

2. CERT trainings and events should be posted on the National Citizen Corps Calendar Website, SERT Trac State Calendar and approved by the State Citizen Corps/CERT office.

3. The following are required items for the CERT Basic Training Course to be taught under this sub-grant:

   A. Use of the Full FEMA/EMI/FDEM CERT Basic Training Course – G317 including the terrorism module and showing the Sheltering-In-Place Video (DVD)
   B. Use of a CERT Train-the-Trainer (TTT) – G428 Qualified Individual (FEMA/FDEM graduate of the CERT TTT or Trainer Course) as Program Manager, Course Manager, or Lead Instructor
   C. Use of the CERT Program Manager Course – G427 Qualified Individual (FEMA/FDEM graduate of the CERT TTT or Trainer Course) as Program Manager.
   D. Use of Adequate Training Facility

4. It is the responsibility of the applicant to arrange and compensate course managers for CERT trainings and course manuals.

5. Tracking and reporting the number of trained CERT volunteers is not only a State of Florida priority, but also a DHS/ODP priority. It is required to have a database to track the number of trained volunteers, as well as someone, to monitor/enter data to such a database.

6. Required Quarterly Reports will be due as indicated in the signed contract, or separate schedule. The Quarterly Report should include more extended training data, explanation on the expenditure of Subgrant dollars for the quarter, and any CERT activities that took place during the quarter. FDEM reserves the right to change quarterly reporting due dates when to do so would be in the best interest of the State of Florida.

7. Citizen Corps/CERT programs must comply with the DHS requirement of NIMS compliancy. A letter from your County Emergency Management or your sponsoring agency indicating compliance with NIMS requirements must be completed by the deadline outlined in the contract.

A. Cost Share Guidance

Types of Match

Cash Match - Cash (hard) match includes non-Federal cash spent for project-related costs, according to the program guidance. Allowable cash match must only include those costs which are in compliance with 2 CFR Part 225, *Cost Principles for State, Local, and Indian Tribal Governments* (OMB Circular A-87) and 44 CFR Part 13, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*.

In-kind Match. In-kind (soft) match includes, but is not limited to, the valuation of in-kind services. "In-kind" is the value of something received or provided that does not have a cost associated with it. For example, if in-kind match (other than cash payments) is permitted, then the value of donated services could be used to comply with the match requirement. Also, third party in-kind contributions may count toward satisfying match requirements provided the grantee receiving the contributions expends them as allowable costs in compliance with 2 CFR Part 225, *Cost Principles for State, Local, and Indian Tribal Governments* (OMB Circular A-87) and 44 CFR Part 13, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*.

Definitions

Matching or Cost Sharing. This means the value of the third party in-kind contributions and the portion of the costs of a Federally-assisted project, or program not borne by the Federal Government. All cost-sharing or matching funds claimed against a FEMA grant by State, local or tribal governments must meet the requirements of the program guidance and/or program regulations, 44 CFR § 13, and 2 CFR § 225.

Cash Match (hard). This includes cash spent for project-related costs under a grant agreement. Allowable cash match must include only those costs which are allowable with Federal funds in compliance with the program guidance and/or program regulations, 44 CFR § 13, and 2 CFR § 225.

In-kind Match (soft). This means contributions of the reasonable value of property or services in lieu of cash which benefit a Federally-assisted project or program. This type of match may only be used if not restricted or prohibited by program statute, regulation or guidance and must be supported with source documentation. Only property or services that are in compliance with program guidance and/or program regulations, 44 CFR § 13, and 2 CFR § 225, are allowable.

Monitoring. Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

The Division may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or Division leadership. The method of gathering this information will be determined on a case-by-case basis.

ENVIRONMENTAL PLANNING & HISTORIC PRESERVATION (EHP) COMPLIANCE GUIDELINES

Recipients must comply with all applicable EHP laws, regulations, and Executive Orders (EOs) in order to draw down their FY 2013 EMPG Program grant funds. Any project with the potential to impact natural resources or historic properties cannot be initiated until FEMA has completed the required FEMA EHP review. Recipients that implement projects prior to receiving EHP approval from FEMA risk de-obligation of funds. For these types of projects, Recipients must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation to their Grant Manager. Recipients should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form must be submitted prior to funds being expended. Refer to IBs 329, 345, and 356 (located at *http://www.fema.gov/government/grant/bulletins/index.shtm*)

The following types of EMPG projects are to be submitted to FEMA for compliance review under EHP laws and requirements prior to initiation of the project:

- Any involvement with the installation of equipment;
    - Ground-disturbing activities;
    - New construction (installation and renovation), including communication towers, or modification/renovation of existing buildings or structures;
    - Proposed construction or renovation projects that are part of larger projects funded from a non-FEMA source (such as an EOC that is part of a larger proposed public safety complex);
    - Renovation of and modification to buildings and structures that are 50 years old or older;
    - Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security enhancements to improve perimeter security;
    - Physical Security Enhancements, including but not limited to:
        - Lighting;
        - Fencing;
        - Closed-circuit television (CCTV) systems;
        - Motion detection systems; and
        - Barriers, doors, gates and related security enhancements.
    - Field based training and exercises including activities that involve ground disturbance, use of explosives, toxic agents or otherwise have the potential to cause impact to the environment or historical resources. This is only a requirement if the exercise or field training is not being conducted by a certified professional or at an existing facility with established procedures; or
    - Communication tower projects.

The following activities do not require the submission of the FEMA EHP Screening Form: planning and development of policies or processes; management and administration; classroom-based training; table top exercises and functional exercises; and, acquisition of mobile and portable equipment (no installation).

All recipients of financial assistance will comply with the requirements of the NEPA, as amended, 42 U.S.C. §4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the component and awarding office) to be reviewed and evaluated before final action on the application.

For more information on FEMA's EHP requirements, see Informational Bulletins below:

- Information Bulletin 329, Environmental Planning and Historic Preservation Requirements for Grants, available at http://www.fema.gov/pdf/government/grant/bulletins/info329.pdf;
- Information Bulletin 345, Programmatic Environmental Assessment, available at http://www.fema.gov/pdf/government/grant/bulletins/info345.pdf; and
- Information Bulletin 356, EHP Screening Form, available at http://www.fema.gov/pdf/government/grant/bulletins/info356.pdf.

I. Construction and Renovation

Construction and renovation activities for a local government's EOC as defined by the SAA are allowable under the EMPG Program.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (FEMA Form 089-0-0-3; OMB Control Number; 1660-0124 (available through ND grants) to their Grant Program Manager for review. Additionally, grantees are required to submit a SF-424C Budget and Budget detail citing the project costs.

When applying for funds to construct communication towers, grantees and sub-grantees must submit evidence that the FCC's Section 106 review process has been completed and submit all documentation resulting from that review to GPD prior to submitting materials for EHP review. Grantees and sub-grantees are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all State and EHP laws and requirements). Projects for which the grantee believes an Environmental Assessment (EA) may be needed, as defined in 44 CFR 10.8 and 10.9, must also be identified to the FEMA Program Analyst within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to gpdehpinfo@fema.gov.

EMPG Program grantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website:
http://www.dol.gov/compliance/laws/comp-dbra.htm.

II. Maintenance and Sustainment

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted.

EMPG Program grant funds are intended to support the NPG and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide grantees the ability to meet this objective, the policy set forth in GPD's IB 379 (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs which must be in 1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the National preparedness Goal, and (4) shareable through the Emergency Management Assistance Compact. Additionally, eligible costs must also be in support of equipment, training, and critical resources that have previously been purchased with either Federal grant or any other source of funding other than DHS/FEMA preparedness grant program dollars.

Unallowable Costs

- Expenditures for weapons systems and ammunition
- Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Activities unrelated to the completion and implementation of the EMPG Program

In general, recipients should consult with their grant manager; who will coordinate with the FEMA Regional Program Analyst prior to making any Investment that does not clearly meet the allowable expense criteria established in this Guidance.

Attachment C

Reports

A. Recipient shall provide the Division with quarterly financial reports. The Quarterly Programmatic Report is due within 30 days after the end of the reporting periods (March 30, June 30, September 30, and December 30) for the life of the agreement.

- If report(s) is delinquent, future financial reimbursements will be withheld until the Recipient's reporting is current.
- If a report goes two (2) consecutive quarters without Recipient providing information in the narrative portion of the Quarterly Status Report, Report will be denied until narrative is provided; also financial reimbursements will be withheld until the required information has been submitted.

B. **The Recipient shall provide the Division with full support documentation for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the Recipient.**
   - Planning Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and copies of planning materials and work products (i.e., meeting documents, copies of completed plans (if submission of plans is for the Division then only need to provide date of submission and who submitted plan/product to), etc.).
   - Training Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and a copy of the agenda, sign in rosters and any training materials provided.
   - Exercise Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and a copy of the agenda, sign in rosters and any exercise materials provided.
   - Equipment Acquisition Costs: Copies of Invoices/receipts, checks and canceled checks. AEL# for each purchase.
   - Management and Administrative Costs: Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries).
   - For travel and conferences related to EMPG activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences.
   - Copies of the general ledger each quarter should also be provided.

C. **The final close-out report is due sixty days after termination of this Agreement.**

D. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12) of this Agreement. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.

Attachment D

Program Statutes, Regulations and Special Conditions

1) 53 Federal Register 8034
2) 31 U.S.C. §1352
3) Chapter 473, Florida Statutes
4) Chapter 215, Florida Statutes
5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR Part 66, Common rule
6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593
9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
12) 28 CFR applicable to grants and cooperative agreements
13) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
14) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
15) Title VI of the Civil Rights Act of 1964, as amended;
16) Section 504 of the Rehabilitation Act of 1973, as amended;
17) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
18) Title IX of the Education Amendments of 1972;
19) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
20) 28 CFR Part 42, Subparts C,D,E, and G
21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39
22) Chapter 252, Florida Statutes
23) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
24) 44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
25) 44 CFR, Part 302
26) 48 CFR, Part 31
27) OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

Special Conditions

1. The Recipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to Department of Homeland Security grants are listed below:

   A. Administrative Requirements
   - 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
   - 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

   B. Cost Principles
   - 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
   - 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
   - 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)

- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

3. The recipient agrees that all allocations and uses of funds under this grant will be in accordance with the FY 2013 Emergency Management Performance Grants Program Guidance and Application Kit.

4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings, structures and objects that are 50 years old or older, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

[ ] ADVANCE REQUESTED
Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)**

_____

_____

_____

_____

_____

Attachment F

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition.

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours.

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 am-5:00 pm weekdays, excluding recognized holidays

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment G

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By: _____ _____

Signature Recipient's Name

_____ _____

Name and Title DEM Contract Number

_____ _____

Street Address Project Number

_____

City, State, Zip

_____

Date

Attachment H

Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.

2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)

3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

Attachment I

Reimbursement Checklist

Please Note: FDEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.

Equipment

- ☐ 1. Have all invoices been included?
- ☐ 2. Has an AEL # been identified for each purchase?
- ☐ 3. If service/warranty expenses are listed, are they only for the performance period of the grant?
- ☐ 4. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement)
- ☐ 5. If EHP form needed – has copy of it and approval from State/DHS been included?

Planning

Consultants/Contractors (Note: this applies to contractors also billed under *Organization*)

- ☐ 1. Does the amount billed by consultant add up correctly?
- ☐ 2. Has all appropriate documentation to denote hours worked been properly signed?
- ☐ 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and signup sheet with meeting date must be included).
- ☐ 4. Has the invoice from consultant/contrator been included?
- ☐ 5. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).
- ☐ 6. Has Attachment G (found within Agreement with FDEM) been completed for this consultant and included in the reimbursement package?

Salary Positions (Note: this applies to positions billed under M&A and *Organization* as well)

- ☐ 1. Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)? Has a time period summary sheet been included for total claimed amount?
- ☐ 2. Does the back-up documentation provided match the time period for which reimbursement is being requested?

Training

- ☐ 1. Is the course DHS approved? Is there a course or catalog number? If not, has FDEM approved the non-DHS training? Is supporting documentation included your reimbursement request?

☐ 2. Have sign-in sheets, rosters and agenda been provided?

☐ 3. If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have print outs from entity's financial system been provided as proof attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?

☐ 5. Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

Exercise

☐ 1. Has documentation been provided on the purpose/objectives of the exercise? Such as, SITMAN/EXPLAN.

☐ 2. If exercise has been conducted - has after-action report been included? Have sign-in sheets, agenda, rosters been provided?

☐ 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?

☐ 5. Has any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

☐ 6. Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

Travel/Conferences

☐ 1. Have all receipts been turned in such as: airplane receipts, proof of mileage, toll receipts, hotel receipts, car rental receipts, registration fee receipts and parking receipts? Are these receipts itemized? Do the dates of the receipts match the date(s) of travel/conference?

☐ Does the hotel receipt have a zero balance? If applicable, have a travel authorization and travel reimbursement form been included to account for per diem, mileage and other travel expenses which have been reimbursed to the traveler by sub grantee?

☐ 2. If travel is a conference has the conference agenda been included?

☐ 3. Has proof of payment to traveler been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or copy of payroll check if reimbursed through payroll).

Organization

☐ 1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, and #of hours spent at EOC, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

Matching Funds

☐ 1. Contributions are from Non Federal funding sources.

☐ 2. Contributions are from cash or in-kind contributions which may include training investments.

☐ 3. Contributions are not from salary, overtime or other operational costs unrelated to training.

For All Reimbursements - The Final Check

☐ 1. Have Forms 3, 4a, 4b and 4c been completed and included with each request for reimbursement?

☐ 2. Have the costs incurred been charged to the appropriate POETE category?

☐ 3. Does the total on Form 3 match the totals on Forms 4a, 4b and 4c?

☐ 4. Has Form 3 been signed by the Grant Manager?

☐ 5. Has the reimbursement package been entered into sub grantee's records/spreadsheet?

☐ 6. Have the quantity and unit cost been notated on Form 4b?

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5459 **County Administrator's Report 9. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/02/2014
Issue: Replacement State of Florida, Division of Emergency Management Fiscal Year 2013 Homeland Security Federally-Funded Subgrant Agreement (Citizen Corps)
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Replacement State of Florida, Division of Emergency Management, Federal Fiscal Year 2013 Homeland Security Federally-Funded Subgrant Agreement for the Citizen Corps Program - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the replacement State of Florida, Division of Emergency Management (FDEM), Federal Fiscal Year 2013 Homeland Security Federally-Funded Subgrant Agreement, Contract Number 14-CC, allocating to Escambia County a Grant totaling $11,200, for the period September 1, 2013, through September 30, 2014:

A. Approve the replacement FDEM Federally-Funded Subgrant Agreement, allocating Grant funding for the Citizen Corps Program, identified in Fund 110, Other Grants and Projects Fund, Cost Center 330458, Revenue Account 334251; and

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

BACKGROUND:

This Agreement was previously approved by the Board at the November 7, 2013 BCC meeting. Since that approval and Board signature on the Agreement, FDEM has request a one-word change in the contract as identified:

"The Division requests a slight revision to the FY2013 Emergency Management Performance Grant Agreement.

*Page 4, Subsection (11) REMEDIES., states, "If an Event of Default occurs, then the Division **may**…" The Division requests that the aforementioned verbiage be revised to state, "If an Event of Default occurs, then the Division **shall**…"*

As a result, this replacement Agreement is being submitted to the Board for approval and signature that now reflects this one word change.

BUDGETARY IMPACT:

The budget was previously approved November 21, 2013. There are no budgetary changes being requested.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the replacement Subgrant Agreement and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Board's Competitive Grants Policy and FDEM guidelines.

IMPLEMENTATION/COORDINATION:

John Dosh, Division of Emergency Management Manager, will oversee implementation upon approval of the Subgrant Agreement. Coordination of this Subgrant will be between FDEM and the Escambia County Division of Emergency Management, and include any other organization or agency identified for Subgrant implementation.

Attachments

Replacement Agreement Number 14-CC

Contract Number: 14-CC

CFDA #: 97.042

FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Escambia County**, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Program Budget and Scope of Work, Attachment A and B of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES.

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment D.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin on **September 1, 2013** and shall end **September 30, 2014**, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT.

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING.

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at $5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Program Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS.

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends $500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than $500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to the Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission to:
http://harvester.census.gov/fac/collect/ddeindex.html

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS.

(a) The Recipient shall provide the Division with quarterly financial reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly financial reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31 and June 30.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraphs (10), (11) and (12) of this Agreement, and Rule 27P-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with the Program Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment C.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment B to this Agreement, and reported in the quarterly financial report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY.

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under

this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

3. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question;

4. Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law; or

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform

on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Chanda Jenkins
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-414-8538
Fax: 850-488-7842
Email: Chanda.Jenkins@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

John Dosh, Manager
Division of Emergency Management
Escambia County BCC
6575 North "W" Street
Pensacola, Florida 32399
850-471-6409 phone
850-471-6455 fax
John_Dosh@co.escambia.fl.us

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS.

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly financial report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS.

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS.

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources
Attachment A – Program Budget
Attachment B – Scope of Work
Attachment C – Reports
Attachment D – Program Statutes, Regulations and Special Conditions
Attachment E – Justification of Advance Payment
Attachment F – Warranties and Representations
Attachment G – Certification Regarding Debarment
Attachment H – Statement of Assurances
Attachment I – Reimbursement Checklist

(17) FUNDING/CONSIDERATION.

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **$11,200.00**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Program Budget and Scope of Work, Attachment A and B of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly financial reporting as referenced in Paragraph 7 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

Changes to the amount of funding pursuant to Paragraph (17)(a) above may be accomplished by notice from the Division to the Recipient. The Division may make an award of additional funds by subsequent modification.

All funds received hereunder shall be placed in an interest-bearing account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

The Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

Allowable costs shall be determined in accordance with applicable Office of Management and Budget Circulars, or, in the event no circular applies, by 48 CFR Part 31 CONTRACT COST PRINCIPLES AND PROCEDURES.

Any requests received after **September 30, 2014**, at the discretion of the Division, may not be reimbursed from this Agreement.

This agreement may be renewed, at the Division's sole discretion, for a period that may not exceed three years or the term of the original Agreement, whichever period is longer, specifying the renewed price and subject to the availability of funds. Pursuant to Section 287.057(13), Florida Statutes, exceptional purchase contracts pursuant to Section 287.057(3)(a) and (c), may not be renewed.

Federal funds provided under this Agreement shall be matched by the Recipient dollar for dollar from non-federal funds.

(18) REPAYMENTS.

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management" and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in Paragraph 19(g)2., of this certification; and

4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061(14)(a), Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION.

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK.

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

Board of County Commissioners
Escambia County, Florida

By: _____

Name and Title: Lumon J. May, Chairman

Date: _____

FID# 59-6000598-168

DUNS# 07-507-9673

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Date BCC Approved: _____
Date BCC Executed: _____

By: _____

Name and Title: Bryan Koon, Director

Date: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 12/5/12

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program

Federal agency: U.S. Department of Homeland Security/Federal Emergency Management Agency
Catalog of Federal Domestic Assistance title and number: Emergency Management Performance Grant # 97.042.
Award amount: **$11,200.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:
Chapter 252, Florida Statutes
Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
44 CFR, Part 302
48 CFR, Part 31
OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

NOTE: If the resources awarded to the Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:
List applicable compliance requirements as follows:

1. *Recipient is to use funding to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate, Fiscal Year 2013 Emergency Management Performance Grants Program.*
2. *Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.*

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

Attachment A

Program Budget

- Below is a general budget which outlines eligible categories and their allocation under this award. The Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.

  Funding from the Emergency Management Performance Grant is intended for use by the Recipient to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, Fiscal Year 2013 Emergency Management Performance Grants Program and programs that are consistent with Title 44, Code of Regulations (CFR) Part 13, State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).

- At the discretion of the Recipient, funds allocated to Management and Administration costs (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead. However, no more than 5% of each Recipient's total award may be expended on Management and Administration costs.

Grant	Recipient Agency	Category	Amount Allocated
FY 2013 – Emergency Management Performance Grants EO___	Escambia County	Planning Expenditures	$11,200.00
		Training Expenditures	$ 0.00
		Exercise Expenditures	$ 0.00
		Equipment Expenditures	$ 0.00
		Management and Administration Expenditures (5%)	$ 0.00
Total Award		$	$11,200.00

Budget Detail Worksheet

The Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award amount as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this agreement, contact the grant manager listed in this agreement via email or letter.

Allowable Planning Costs	Quantity	Unit Cost	Total Cost	EO #
Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities				
Developing and implementing homeland security support programs and adopting ongoing DHS national initiatives				
Developing related terrorism prevention activities				
Developing and enhancing plans and protocols				
Developing or conducting assessments				
Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)	1	$11,200.00	$11,200.00	
Conferences to facilitate planning activities				
Materials required to conduct planning activities				
Travel/per diem related to planning activities				
Overtime and backfill costs – Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the planning activities for the development and implementation of the programs under EMPG.				
Other projects areas with prior approval from FEMA				
Activities to achieve planning inclusive of people with disabilities				
		SUBTOTAL	$ 11,200.00	
Allowable Training Costs	**Quantity**	**Unit Cost**	**Total Cost**	
Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes.				

Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training				
Training Workshops and Conferences				
Activities to achieve training inclusive of people with disabilities				
Full or Part-Time Staff or Contractors/Consultants				
Travel				
Supplies				
Tuition for higher education				
Certification/Recertification of Instructors				
Other items				
			SUBTOTAL	**$**
Allowable Exercise Costs	**Quantity**	**Unit Cost**	**Total Cost**	
Design, Develop, Conduct and Evaluate an Exercise.				
Exercise Planning Workshop - Grant funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel and exercise plan development.				
Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.				
Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises.				
Implementation of HSEEP				

Activities to achieve exercises inclusive of people with disabilities				
Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law as highlighted in the *OJP Financial Guide*. States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates, as explained in the *OJP Financial Guide*. For further information on federal law pertaining to travel costs please refer to http://www.ojp.usdoj.gov/FinGuide.				
Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).				
Other Items - These costs include the rental of space/locations for exercise planning and conduct, exercise signs, badges, etc.				
			SUBTOTAL	**$**
Allowable Equipment Costs The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, can be found on the web-based Authorized Equipment List at: http://www.rkb.us • Click on "Authorized Equipment List (AEL) • If you wish to purchase a piece of equipment from any category below, then, in the space given below that category, put the "AEL item number" and "title"	**Quantity**	**Unit Cost**	**Total Cost**	
Personal Protective Equipment				
e.g., 1.12.2.1, Covers, Outer Footwear				
CBRNE Operational Search and Rescue Equipment				

Information Technology				
Interoperable Communications Equipment				
Medical				
Power				
CBRNE Logistical Support Equipment				
Disability Access and Functional Needs				
Other authorized equipment costs (include any construction or renovation costs in this category; Written approval must be provided by FEMA prior to the use of any funds for construction or renovation).				
			SUBTOTAL	**$**
Allowable Management and Administration Costs	**Quantity**	**Unit Cost**	**Total Cost**	
Hiring of full-time or part-time staff or contractors/consultants: • To assist with the management of the respective grant program • To assist with application requirements • To assist with compliance with reporting/data collection requirements				
Development of operating plans for information collection and processing necessary to respond to FEMA data calls.				
Costs associated with achieving emergency management that is inclusive of the access and functional needs of workers and citizens with disabilities.				

Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called "Overtime as Backfill" are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.				
Travel expenses				
Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the *OJP Financial Guide* at http://www.ojp.usdoj.gov/FinGuide).				
Acquisition of authorized office equipment, including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.				
The following are allowable only within the period of performance: • Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc. • Leasing and/or renting of space for newly hired personnel.				
			TOTAL ALL EXPENDITURES	**$**

Cost Sharing Allocation

Source	Amount
Match will come from local in-kind services.	$11,200.00
TOTAL	$11,200.00

Attachment B

Scope of Work

Funding is provided to perform eligible activities as identified in the Emergency Management Performance Grants (EMPG) Program Funding Opportunity Announcement (FOA). The intent of this Agreement is to complete the following allowable activities:

I. EO and Project Description

EO ___– Citizen Corps and Community Emergency Response Team (CERT) Program - The Citizen Corps mission is to bring community and government leaders together to coordinate the involvement of community members and organizations in emergency preparedness, planning, mitigation, response, and recovery.

The FY 2013 Citizen Corps Program (CCP) funds provide resources for States and local communities to:

- Bring together the appropriate leadership to form and sustain a Citizen Corps Council
- Develop and implement a plan and amend existing plans, such as emergency operations plans (EOP) to achieve and expand citizen preparedness and participation
- Conduct public education and outreach
- Ensure clear, timely, and accessible alerts/warnings and emergency communications with the public
- Develop training programs for the public, including special needs populations, for both all-hazards preparedness and volunteer responsibilities
- Facilitate citizen participation in exercises
- Implement volunteer programs and activities to support emergency responders
- Involve citizens in surge capacity roles and responsibilities during an incident in alignment with the Emergency Support Functions and Annexes
- Conduct evaluations of programs and activities

II. Categories and Eligible Activities

Eligible activities are outlined in the Scope of Work for each category below. FY 2013 EMPG allowable costs are divided into the following categories: **planning, training, exercises, equipment, management and administration cost**. Each category's allowable costs have been listed in the "Budget Detail Worksheet" Attachment A. Eligible activities should support the above approved projects.

A. Planning

Planning spans across all five NPG mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness. Integrating non-governmental entities into the planning process is critical to achieve comprehensive community preparedness. To meet this important objective, EMPG funds may be used to support the following:

- Establishing and sustaining bodies to serve as Citizen Corps Councils.
- Assuring that State and local government homeland security strategies, policies, guidance, plans and evaluations include a greater emphasis on government/non-governmental collaboration, citizen preparedness, and volunteer participation.
- Developing/enhancing emergency management and operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation.
- Community-based planning to advance "whole community" security and emergency management.

- Developing and implementing a community preparedness strategy for the State/local jurisdiction.
- Developing or reproducing accessible public education and outreach materials to: increase citizen preparedness and knowledge of protective actions (to include the national *Ready Campaign* materials); promote training, exercise, and volunteer opportunities; and inform the public about emergency plans, evacuation routes, shelter locations, and public alerts/warnings.

    - All public education and outreach materials must include the national or jurisdiction's Citizen Corps logo, tagline or website or the Ready logo, tagline, or website and comply with logo standards. For more information go to *http://www.citizencorps.gov*. In addition, all public education and outreach materials should incorporate special needs considerations, to include language, content, and method of communication.

    - Allowable expenditures include:
        - Media campaigns: Public Service Announcements (PSAs), camera-ready materials, website support, and newsletters.
        - Outreach activities and public events: Booth displays, event backdrops or signs, displays and demonstrations, utilizing translation services, and informational materials such as brochures/flyers.
        - Costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.

- Establishing, expanding, and maintaining volunteer programs and volunteer recruitment efforts that support disaster preparedness and/or response.

    - Citizen support for emergency responders is critical through year-round volunteer programs and as surge capacity in disaster response. Citizen Corps funding may be used to establish, enhance or expand volunteer programs and volunteer recruitment efforts for Neighborhood Watch/USAonWatch, Community Emergency Response Teams (CERT), Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), and Fire Corps; for the Citizen Corps Affiliate Programs and Organizations; and for jurisdiction specific volunteer efforts.

    - Allowable expenditures include:
        - Recruiting, screening, and training volunteers (e.g. background checks)
        - Retaining, recognizing, and motivating volunteers.
        - Purchasing, maintaining, or subscribing to a system to track volunteers (to include identification and credentialing systems and to track volunteer hours) and other available resources in compliance with applicable privacy laws.
        - Necessary non-structural accommodations to include persons with programmatic and communications access needs (e.g., sign language interpreters. Computer Assisted Realtime Translation (CART) and other modifications of policies and practices to fully include volunteers with disabilities).
        - Evaluating volunteers.

B. Training

Training funded through the CCP includes but is not limited to: all-hazards safety, such as emergency preparedness, basic first aid, life saving skills, crime prevention and terrorism awareness, school preparedness, public health issues, mitigation/property damage prevention, safety in the home, light search and rescue skills, principles of NIMS/ICS, community relations, volunteer management, serving people with disabilities, pet care preparedness, any training necessary to participate in volunteer activities, any training necessary to fulfill surge capacity roles, or other training that promotes individual, family, or community safety and preparedness.

There is no cap on the number of deliveries State or local jurisdictions may conduct of non-responder community based workshops, seminars, demonstrations, or conferences. Examples include; CPR/AED training, identity theft workshops, terrorism awareness seminars, chain-saw safety demonstrations, and disability-inclusive community preparedness conferences.

Funding for CERT training includes the delivery of the CERT Basic Training Course, supplemental training for CERT members who have completed the basic training, and the CERT Train-the-Trainer Course, and the CERT Program Manager Course. Any CERT Basic training conducted by State or local entities must: 1) include the topics covered in the FEMA CERT Basic Training Course; 2) be instructor-led; and 3) and classroom-based, using lecture, demonstration, and hands-on practice throughout. Note that the Independent Study course, "Introduction to CERT" (IS 317) must not be substituted for classroom delivery of CERT basic training.
Supplemental training for CERT members who have completed the basic training includes modules available on the national CERT website, as well as other supplemental training that meets the following criteria:

- Relates to a reasonably foreseeable activity CERT members might be tasked to perform in support of emergency services responders;
- Increases competency and understanding of the emergency management context in which CERT members may be asked to operate; or
- Enhances understanding of a particular local hazard CERT members might encounter in their response activities.

There is no cap on the number of deliveries State or local jurisdictions may conduct of the CERT Basic Training, the CERT Train-the-Trainer, Campus CERT Train-the-Trainer, Teen CERT Train-the-Trainer, or CERT Program Manager courses, or supplemental/advanced training for CERT program participants.

Any training supported with these CCP funds should be delivered with specific consideration to include all ages, ethnic and cultural groups, persons with disabilities, and access and functional needs populations at venues throughout the community, to include schools, neighborhoods, places of worship, the private sector, non-governmental organizations, and government locations. Expenditures to provide necessary non-structural accommodations for persons with disabilities and other access and functional needs is allowable (e.g., sign language interpreters, CART and other modifications of policies and practices to fully include participants with disabilities). Jurisdictions are also encouraged to leverage existing training provided via educational/professional facilities and to incorporate non-traditional methodologies such as the Internet, distance learning, or home study whenever such delivery supports training objectives. Pilot courses and innovative approaches to training citizens and instructors are encouraged.

Instruction for trainers and training to support the Citizen Corps Council members in their efforts to manage and coordinate the Citizen Corps mission is also an allowable use of the FY 2013 CCP funding.

EMPG Program funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses; grantees are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. The NIMS Training Program can be at http://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf/.

The NIMS Guideline for Credentialing of Personnel provides guidance on the national credentialing standards. The NIMS Guidelines for Credentialing can be found at http://www.fema/gov/pdf/emergency/nims/nims_cred_guidelines_report.pdf.

To ensure the professional development of the emergency management workforce, the grantee must ensure routine capabilities assessment is accomplish and a multi-year training plan is developed and implemented.

Allowable Training Costs
Allowable training-related costs include, but are not limited to, the following:

- **Funds Used to Develop, Deliver, and Evaluate Training.** Includes costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, disability accommodations and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the training cycle.

- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel which are the direct result of attendance at FEMA and/or approved training courses and programs, are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities.

- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.

- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable. Such costs must be included within the funding allowed for program management personnel expenses, which must not exceed 15 percent (15%) of the total allocation as specified in section E.6. In no case is dual compensation allowable (see above).

- **Certification/Recertification of Instructors.** Cost associated with the certification and re-certification of instructors is allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers.

C. Exercises

Exercises specifically designed for or that include participation from non-governmental entities and the general public are allowable activities and may include testing public warning systems, evacuation/shelter in-place capabilities, family/school/business preparedness, and participating in table-top or full scale emergency responder exercises at the local, State, tribal, territorial, or national level, to include the National Level Exercises. Grantees are encouraged to develop exercises that test their SOPs/SOGs in accordance with the FY 2013 Priority requirements.

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct, and Evaluate an Exercise** – Includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of

space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any exercise or exercise gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.

- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises. In no case is dual compensation allowable.

- **Overtime and Backfill** – The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development, and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

- **Travel** – Travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s) or HSEEP programmatic requirements as described in the HSEEP website (e.g., Improvement Plan Workshops, Training and Exercise Plan).

- **Supplies** – Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).

- **Disability Accommodations** - Materials, services, tools and equipment for exercising inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities).

- **Other Items** – These costs include the rental of equipment (e.g., portable toilets, tents), food, gasoline, exercise signs, badges, etc.

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.

Exercise Requirements

Exercises conducted with FEMA support must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Guidance for exercise design, development, conduct, evaluation, and improvement planning is located at *https://hseep.dhs.gov*. The HSEEP Library provides sample exercise materials and templates.

All exercises using HSGP funding must be NIMS compliant. More information is available online at the NIMS Integration Center, *http://www.fema.gov/emergency/nims/index.shtm.*

Where applicable, the Training and Exercise Plans should include training and exercises that support specialized programs, such as the Regional Catastrophic Preparedness Grant Program.

States are encouraged to exercise their capabilities with regard to infants and children across all aspects of response and recovery, including pediatric medical surge capabilities and integrating the accessibility and functional needs of children and adults with disabilities.

- **Exercise Scenarios.** The scenarios used in HSGP-funded exercises must be based on the State/Urban Area's Homeland Security Strategy and plans. Acceptable scenarios for SHSP, UASI, MMRS, and CCP exercises include: chemical, biological, radiological, nuclear, explosive, cyber, agricultural and natural or technological disasters. Exercise scenarios must be catastrophic in scope and size as defined by the *National Response Framework.*

  The scenarios used in HSGP-funded exercises must focus on validating existing capabilities and must be large enough in scope and size to exercise multiple tasks and warrant involvement from multiple jurisdictions and disciplines and nongovernmental organizations, and take into account the needs and requirements for individuals with disabilities. Exercise scenarios should also be based on the Multiyear Training and Exercise Plan.

- **Special Event Planning.** If a State or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit), the special event planning should be considered as a training or exercise for the purpose of the Multi-Year Training and Exercise Plan. The State or Urban Area should plan to use SHSP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control. States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year Training and Exercise Plan.

- **Exercise Evaluation Improvement.** Exercises should evaluate performance of the objectives and capabilities required to respond to the exercise scenario. Guidance related to exercise evaluation and improvement planning is defined in the Homeland Security Exercise and Evaluation Program located at https://hseep.dhs.gov.

- **Role of Non-Governmental Entities in Exercises.** Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from nongovernmental entities should be included in the planning, conduct, and evaluation of an exercise. State, local, tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, volunteer, and other non-governmental organizations. Non-governmental participation in exercises should be coordinated with the local Citizen Corps Council(s) and other partner agencies. The scenarios used in HSGP-funded exercises must focus on validating existing capabilities, must comply with and be large enough in scope and sixe to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities.

D. Equipment

States and Urban Areas are encouraged to fully leverage all HSGP resources for equipment to support volunteer personnel in preparedness and response. All allowable equipment costs are listed in the AEL, available at *https://www.rkb.us*.

Any equipment purchased with CCP funding must be used for specific preparedness or volunteer training or by volunteers in carrying out their response functions. Examples of equipment used to support training and exercises for citizens include items such as burn pans or sample preparedness kits.

Expenditures for kits used in volunteer response (e.g., CERT or MRC kits / backpacks) or clothing for official identification must not exceed 30 percent of the total Citizen Corps Program allocation. Clothing for official identification includes those items that volunteers are required to wear when engaging in public safety activities or disaster response (e.g., t-shirts for CERT members, baseball caps for Neighborhood Watch/USAonWatch Program foot patrol members). To assure appropriate and consistent use, such clothing items must be issued by the agency that trains the volunteers.

CCP supported volunteer programs and assets, which are authorized to deploy in response and recovery operations, must meet the minimum training and equipment requirements, as determined by the national program office in coordination with the sponsoring State/territory.

Necessary accommodations that meet the disability related access and functional needs of participants should be provided.

E. Management and Administration - no more than 5% of each sub-recipient's total award may be expended on Management and Administration costs. M&A activities are those define as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of State and local emergency managers are not typically categorized as M&A, unless the State or local EMA chooses to assign personnel to specific M&A activities.

Hiring of full-time or part-time staff or contractors/consultants:

- To assist with the management of the respective grant program
- To assist with application requirements
- To assist with the compliancy with reporting and data collection requirements

Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls.

Costs associated with achieving emergency management that is inclusive of the access and functional needs of workers and citizens with disabilities.

Overtime and backfill costs - Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called "Overtime as Backfill" are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.

III. Program Requirements

1. The following are required items to be provided to participate under the CERT Sub-grant: (NOTE: Special exemption can be granted by the State Citizen Corps/CERT office.)
   A. PPE Equipment

- Hard Hat
- Protective Eyewear
- ID Tag
- Dust Mask or simple HEPA Mask
- Light Stick
- Reflective Vest
- Latex or Nitrate Gloves
- Marking Caulk or Marking Crayon
- Signal Whistle
- Bag/Backpack
- Work Gloves
- Flashlight (simple)
- Roll of Duck Tape
- Cardboard or Simple Splint (forearm or leg)
- Disaster medical care items for at least 3 victims such as gauze, triangles, etc.

B. Participant manuals – provided by applicant
C. SOPs/SOGs
D. Certificate

2. CERT trainings and events should be posted on the National Citizen Corps Calendar Website, SERT Trac State Calendar and approved by the State Citizen Corps/CERT office.

3. The following are required items for the CERT Basic Training Course to be taught under this sub-grant:

   A. Use of the Full FEMA/EMI/FDEM CERT Basic Training Course – G317 including the terrorism module and showing the Sheltering-In-Place Video (DVD)
   B. Use of a CERT Train-the-Trainer (TTT) – G428 Qualified Individual (FEMA/FDEM graduate of the CERT TTT or Trainer Course) as Program Manager, Course Manager, or Lead Instructor
   C. Use of the CERT Program Manager Course – G427 Qualified Individual (FEMA/FDEM graduate of the CERT TTT or Trainer Course) as Program Manager.
   D. Use of Adequate Training Facility

4. It is the responsibility of the applicant to arrange and compensate course managers for CERT trainings and course manuals.

5. Tracking and reporting the number of trained CERT volunteers is not only a State of Florida priority, but also a DHS/ODP priority. It is required to have a database to track the number of trained volunteers, as well as someone, to monitor/enter data to such a database.

6. Required Quarterly Reports will be due as indicated in the signed contract, or separate schedule. The Quarterly Report should include more extended training data, explanation on the expenditure of Subgrant dollars for the quarter, and any CERT activities that took place during the quarter. FDEM reserves the right to change quarterly reporting due dates when to do so would be in the best interest of the State of Florida.

7. Citizen Corps/CERT programs must comply with the DHS requirement of NIMS compliancy. A letter from your County Emergency Management or your sponsoring agency indicating compliance with NIMS requirements must be completed by the deadline outlined in the contract.

A. Cost Share Guidance

Types of Match

Cash Match - Cash (hard) match includes non-Federal cash spent for project-related costs, according to the program guidance. Allowable cash match must only include those costs which are in compliance with 2 CFR Part 225, *Cost Principles for State, Local, and Indian Tribal Governments* (OMB Circular A-87) and 44 CFR Part 13, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.*

In-kind Match. In-kind (soft) match includes, but is not limited to, the valuation of in-kind services. "In-kind" is the value of something received or provided that does not have a cost associated with it. For example, if in-kind match (other than cash payments) is permitted, then the value of donated services could be used to comply with the match requirement. Also, third party in-kind contributions may count toward satisfying match requirements provided the grantee receiving the contributions expends them as allowable costs in compliance with 2 CFR Part 225, *Cost Principles for State, Local, and Indian Tribal Governments* (OMB Circular A-87) and 44 CFR Part 13, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.*

Definitions

Matching or Cost Sharing. This means the value of the third party in-kind contributions and the portion of the costs of a Federally-assisted project, or program not borne by the Federal Government. All cost-sharing or matching funds claimed against a FEMA grant by State, local or tribal governments must meet the requirements of the program guidance and/or program regulations, 44 CFR § 13, and 2 CFR § 225.

Cash Match (hard). This includes cash spent for project-related costs under a grant agreement. Allowable cash match must include only those costs which are allowable with Federal funds in compliance with the program guidance and/or program regulations, 44 CFR § 13, and 2 CFR § 225.

In-kind Match (soft). This means contributions of the reasonable value of property or services in lieu of cash which benefit a Federally-assisted project or program. This type of match may only be used if not restricted or prohibited by program statute, regulation or guidance and must be supported with source documentation. Only property or services that are in compliance with program guidance and/or program regulations, 44 CFR § 13, and 2 CFR § 225, are allowable.

Monitoring. Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

The Division may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or Division leadership. The method of gathering this information will be determined on a case-by-case basis.

ENVIRONMENTAL PLANNING & HISTORIC PRESERVATION (EHP) COMPLIANCE GUIDELINES

Recipients must comply with all applicable EHP laws, regulations, and Executive Orders (EOs) in order to draw down their FY 2013 EMPG Program grant funds. Any project with the potential to impact natural resources or historic properties cannot be initiated until FEMA has completed the required FEMA EHP review. Recipients that implement projects prior to receiving EHP approval from FEMA risk de-obligation of funds. For these types of projects, Recipients must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation to their Grant Manager. Recipients should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form must be submitted prior to funds being expended. Refer to IBs 329, 345, and 356 (located at *http://www.fema.gov/government/grant/bulletins/index.shtm*)

The following types of EMPG projects are to be submitted to FEMA for compliance review under EHP laws and requirements prior to initiation of the project:

- Any involvement with the installation of equipment;
    - Ground-disturbing activities;
    - New construction (installation and renovation), including communication towers, or modification/renovation of existing buildings or structures;
    - Proposed construction or renovation projects that are part of larger projects funded from a non-FEMA source (such as an EOC that is part of a larger proposed public safety complex);
    - Renovation of and modification to buildings and structures that are 50 years old or older;
    - Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security enhancements to improve perimeter security;
    - Physical Security Enhancements, including but not limited to:
        - Lighting;
        - Fencing;
        - Closed-circuit television (CCTV) systems;
        - Motion detection systems; and
        - Barriers, doors, gates and related security enhancements.
    - Field based training and exercises including activities that involve ground disturbance, use of explosives, toxic agents or otherwise have the potential to cause impact to the environment or historical resources. This is only a requirement if the exercise or field training is not being conducted by a certified professional or at an existing facility with established procedures; or
    - Communication tower projects.

The following activities do not require the submission of the FEMA EHP Screening Form: planning and development of policies or processes; management and administration; classroom-based training; table top exercises and functional exercises; and, acquisition of mobile and portable equipment (no installation).

All recipients of financial assistance will comply with the requirements of the NEPA, as amended, 42 U.S.C. §4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the component and awarding office) to be reviewed and evaluated before final action on the application.

For more information on FEMA's EHP requirements, see Informational Bulletins below:

- Information Bulletin 329, Environmental Planning and Historic Preservation Requirements for Grants, available at http://www.fema.gov/pdf/government/grant/bulletins/info329.pdf;
- Information Bulletin 345, Programmatic Environmental Assessment, available at http://www.fema.gov/pdf/government/grant/bulletins/info345.pdf; and
- Information Bulletin 356, EHP Screening Form, available at http://www.fema.gov/pdf/government/grant/bulletins/info356.pdf.

I. Construction and Renovation

Construction and renovation activities for a local government's EOC as defined by the SAA are allowable under the EMPG Program.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (FEMA Form 089-0-0-3; OMB Control Number; 1660-0124 (available through ND grants) to their Grant Program Manager for review. Additionally, grantees are required to submit a SF-424C Budget and Budget detail citing the project costs.

When applying for funds to construct communication towers, grantees and sub-grantees must submit evidence that the FCC's Section 106 review process has been completed and submit all documentation resulting from that review to GPD prior to submitting materials for EHP review. Grantees and sub-grantees are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all State and EHP laws and requirements). Projects for which the grantee believes an Environmental Assessment (EA) may be needed, as defined in 44 CFR 10.8 and 10.9, must also be identified to the FEMA Program Analyst within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to gpdehpinfo@fema.gov.

EMPG Program grantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website:
http://www.dol.gov/compliance/laws/comp-dbra.htm.

II. Maintenance and Sustainment

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted.

EMPG Program grant funds are intended to support the NPG and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide grantees the ability to meet this objective, the policy set forth in GPD's IB 379 (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs which must be in 1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the National preparedness Goal, and (4) shareable through the Emergency Management Assistance Compact. Additionally, eligible costs must also be in support of equipment, training, and critical resources that have previously been purchased with either Federal grant or any other source of funding other than DHS/FEMA preparedness grant program dollars.

Unallowable Costs

- Expenditures for weapons systems and ammunition
- Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Activities unrelated to the completion and implementation of the EMPG Program

In general, recipients should consult with their grant manager; who will coordinate with the FEMA Regional Program Analyst prior to making any Investment that does not clearly meet the allowable expense criteria established in this Guidance.

Attachment C

Reports

A. Recipient shall provide the Division with quarterly financial reports. The Quarterly Programmatic Report is due within 30 days after the end of the reporting periods (March 30, June 30, September 30, and December 30) for the life of the agreement.

- If report(s) is delinquent, future financial reimbursements will be withheld until the Recipient's reporting is current.
- If a report goes two (2) consecutive quarters without Recipient providing information in the narrative portion of the Quarterly Status Report, Report will be denied until narrative is provided; also financial reimbursements will be withheld until the required information has been submitted.

B. The Recipient shall provide the Division with full support documentation for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the Recipient.

- Planning Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and copies of planning materials and work products (i.e., meeting documents, copies of completed plans (if submission of plans is for the Division then only need to provide date of submission and who submitted plan/product to), etc.).
- Training Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and a copy of the agenda, sign in rosters and any training materials provided.
- Exercise Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and a copy of the agenda, sign in rosters and any exercise materials provided.
- Equipment Acquisition Costs: Copies of Invoices/receipts, checks and canceled checks. AEL# for each purchase.
- Management and Administrative Costs: Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries).
- For travel and conferences related to EMPG activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences.
- Copies of the general ledger each quarter should also be provided.

C. **The final close-out report is due sixty days after termination of this Agreement.**

D. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12) of this Agreement. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.

Attachment D

Program Statutes, Regulations and Special Conditions

1) 53 Federal Register 8034
2) 31 U.S.C. §1352
3) Chapter 473, Florida Statutes
4) Chapter 215, Florida Statutes
5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR Part 66, Common rule
6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593
9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
12) 28 CFR applicable to grants and cooperative agreements
13) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
14) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
15) Title VI of the Civil Rights Act of 1964, as amended;
16) Section 504 of the Rehabilitation Act of 1973, as amended;
17) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
18) Title IX of the Education Amendments of 1972;
19) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
20) 28 CFR Part 42, Subparts C,D,E, and G
21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39
22) Chapter 252, Florida Statutes
23) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
24) 44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
25) 44 CFR, Part 302
26) 48 CFR, Part 31
27) OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

Special Conditions

1. The Recipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to Department of Homeland Security grants are listed below:

   A. Administrative Requirements
   - 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
   - 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

   B. Cost Principles
   - 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
   - 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
   - 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)

- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

3. The recipient agrees that all allocations and uses of funds under this grant will be in accordance with the FY 2013 Emergency Management Performance Grants Program Guidance and Application Kit.

4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings, structures and objects that are 50 years old or older, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

[ ] ADVANCE REQUESTED
Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)**

_____

_____

_____

_____

_____

Attachment F

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition.

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours.

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 am-5:00 pm weekdays, excluding recognized holidays

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment G

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By: _____ _____

Signature Recipient's Name

_____ _____

Name and Title DEM Contract Number

_____ _____

Street Address Project Number

_____

City, State, Zip

_____

Date

Attachment H

Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.

2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)

3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

Attachment I

Reimbursement Checklist

Please Note: FDEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.

Equipment

- ☐ 1. Have all invoices been included?
- ☐ 2. Has an AEL # been identified for each purchase?
- ☐ 3. If service/warranty expenses are listed, are they only for the performance period of the grant?
- ☐ 4. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement)
- ☐ 5. If EHP form needed – has copy of it and approval from State/DHS been included?

Planning

Consultants/Contractors (Note: this applies to contractors also billed under *Organization*)

- ☐ 1. Does the amount billed by consultant add up correctly?
- ☐ 2. Has all appropriate documentation to denote hours worked been properly signed?
- ☐ 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and signup sheet with meeting date must be included).
- ☐ 4. Has the invoice from consultant/contrator been included?
- ☐ 5. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).
- ☐ 6. Has Attachment G (found within Agreement with FDEM) been completed for this consultant and included in the reimbursement package?

Salary Positions (Note: this applies to positions billed under M&A and *Organization* as well)

- ☐ 1. Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)? Has a time period summary sheet been included for total claimed amount?
- ☐ 2. Does the back-up documentation provided match the time period for which reimbursement is being requested?

Training

- ☐ 1. Is the course DHS approved? Is there a course or catalog number? If not, has FDEM approved the non-DHS training? Is supporting documentation included your reimbursement request?

☐ 2. Have sign-in sheets, rosters and agenda been provided?

☐ 3. If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have print outs from entity's financial system been provided as proof attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?

☐ 5. Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

Exercise

☐ 1. Has documentation been provided on the purpose/objectives of the exercise? Such as, SITMAN/EXPLAN.

☐ 2. If exercise has been conducted - has after-action report been included? Have sign-in sheets, agenda, rosters been provided?

☐ 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?

☐ 5. Has any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

☐ 6. Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

Travel/Conferences

☐ 1. Have all receipts been turned in such as: airplane receipts, proof of mileage, toll receipts, hotel receipts, car rental receipts, registration fee receipts and parking receipts? Are these receipts itemized? Do the dates of the receipts match the date(s) of travel/conference?

☐ Does the hotel receipt have a zero balance? If applicable, have a travel authorization and travel reimbursement form been included to account for per diem, mileage and other travel expenses which have been reimbursed to the traveler by sub grantee?

☐ 2. If travel is a conference has the conference agenda been included?

☐ 3. Has proof of payment to traveler been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or copy of payroll check if reimbursed through payroll).

Organization

☐ 1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, and #of hours spent at EOC, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

Matching Funds

☐ 1. Contributions are from Non Federal funding sources.

☐ 2. Contributions are from cash or in-kind contributions which may include training investments.

☐ 3. Contributions are not from salary, overtime or other operational costs unrelated to training.

For All Reimbursements - The Final Check

☐ 1. Have Forms 3, 4a, 4b and 4c been completed and included with each request for reimbursement?

☐ 2. Have the costs incurred been charged to the appropriate POETE category?

☐ 3. Does the total on Form 3 match the totals on Forms 4a, 4b and 4c?

☐ 4. Has Form 3 been signed by the Grant Manager?

☐ 5. Has the reimbursement package been entered into sub grantee's records/spreadsheet?

☐ 6. Have the quantity and unit cost been notated on Form 4b?

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5495 **County Administrator's Report 9. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/02/2014
Issue: Purchase Order in Excess of $50,000 (Public Safety)
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of a Purchase Order for Replacement of the Analog Video Surveillance System at the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the issuance of a Purchase Order to ACC, a Securadyne Systems Company, in the amount of $66,868.74, for the replacement of the Public Safety Department's existing analog video surveillance system with a digital video surveillance system (security camera system), per Quotation No. 78030-5, GSA Contract No. GS-07F-0251N.

[Funding Source: Fund 110, Other Grants and Projects Fund, Cost Center 330236, Domestic Assistance Grant]

BACKGROUND:

In its meeting held December 5, 2013, the Board approved the State of Florida, Division of Emergency Management (FDEM) Homeland Security *Federally-Funded Subgrant Agreement*, Contract Number 14-DS-C9-01-27-01-XXX, allocating grant funding in the amount of $387,466. The Scope of Work for this grant is to improve the security of the Public Safety Department complex, to include installation of the remaining portion of the security fence surrounding the facility and security camera system upgrades. Projects funded by this *Subgrant Agreement* must be completed by June 30, 2014.

The quote for the upgrade to the video surveillance system, in the amount of $66,868.74, is based on GSA Contract Number GS-07F-0251N.

BUDGETARY IMPACT:

Funding is available in the Fund 110, Other Grants & Projects, Cost Center 330236, Domestic Assistance Grant.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Public Safety Department will be responsible for issuance of a purchase requisition for this purpose and coordination with the vendor for completion of the project.

Attachments

Quote No. 78030-5

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a securadyne systems company

1502 N. 9th Avenue
Pensacola, FL 32503
Phone 850-434-2050
Toll free 888-409-2224
Fax 850-469-9249

Quoted By: Doug Taylor
Email: doug.taylor@acc.us.com

Escambia County Fire & Rescue
6575 North "W" Street
Pensacola, FL 32505
John Dosh
Phone: 850-471-6411
Fax: 850-476-3984

Date: 12/13/2013
Quotation No.: 78030-5
Client No.: 11508
Payment Terms: Net 30 days
GSA Contract No. GS-07F-0251N
Quote valid for 90 days
Visa, MasterCard, AmEx, Discover Card accepted for payment.

GSA Quotation

Quotation Description:
New Digital Video System GSA

Quotation Information:
This proposal is to replace the existing analog video system with a new digital video system. All cameras and cabling will be replaced per drawings and project scope of work. Load 6 Exacq vision clients on existing county computers TBD by Escambia County.

1. Supply and install (1) Enterprise Exacq Vision NVR w/30-days storage
2 Cisco POE Ethernet Switch supplied by county.
3. Supply and install (3) IP Outdoor PTZ Cameras
4. Supply and install (19) IP Indoor Fixed Cameras
5. Supply and install (1) IP Indoor 360 Fixed Camera for lobby
6. Supply and install (12) IP Outdoor Fixed Cameras
7. Supply and install cabling for IP cameras
8. Supply and install fiber switch and media converters
9. Programming
10. Training
11. Drawings

Qty.	Part#	Description	Unit Price	Total Price
GSA SCHEDULE ITEMS				
1	GSA-IPS-8000-R4-	EXACQ IP SERVER, 8000GB, RACKMOUNT, R	8,423.17	8,423.17
35	GSA-EVIP-01	EXACQ IP CAMERA LICENSE	143.58	5,025.30
1	GSA-EVES-01	exacqVision Enterprise Server Option	478.59	478.59
3	GSA-ACC-0316-00	AXIS P5534-E Network Camera	2,818.68	8,456.04
9	GSA-ACC-5017-67	AXIS T91A67 Pole Bracket	96.26	866.34
6	GSA-ACC-5017-61	AXIS T91A61 Wall Bracket	96.26	577.56
12	GSA-ACC-5502-32	AXIS P33-VE Series Pendant Kit	47.64	571.68
6	GSA-ACC-0482-00	AXIS P3364-VE 6MM	932.43	5,594.58
6	GSA-ACC-0371-00	AXIS P3346-VE	1,126.89	6,761.34
19	GSA-ACC-0337-00	AXIS M3204	485.17	9,218.23
80	GSA-ACC-HR1	LABOR RATE PER MAN HOUR	63.20	5,056.00
		Total for Section:1		51,028.83

Qty.	Part#	Description	Unit Price	Total Price
OPEN MARKET ITEMS				
1	0515-001	AXIS M3007-PV	686.97	686.97
500	REM-11-004-22EA	4str 62.5/125 MM Fiber OFNR in/out	0.71	355.00
8	3M-6100-W	3M Fiber Connector, Hot Melt 125um	8.41	67.28
1	ICFOPT16BK	ICC Fiber Optic Coupler Plate, 6 ST	18.37	18.37
1	ICFOR102BK	ICC Fiber Optic Rack Mount Unpopulated	224.75	224.75
1	AM1648T	16x14x8 Nema 4X Enclosure	192.15	192.15
4	IC107ST2WH	ICC Fiber Optic ST Insert Module	2.81	11.24
1	IC107SB4WH	ICC Fiber Optic Surface Box, 4 Port	3.97	3.97
4	CAT5E PLENUM	CAT5E Indoor, Plenum Rated, 1000'	274.05	1,096.20
4	CNFE4+1SMSM2P	Switch, Self-Managed, Multimode, 5-Port,	825.69	3,302.76
3	CNGE2MC-M	Media Converter, Ethernet, 1000MBPS, Sma	704.86	2,114.58
10	SFP-16-CCP	Module, SFP, 2-Fibers, Multimode, 10 / 1	100.69	1,006.90
1	CWGE2FE24MOD	Managed Ethernet Switch, 24-Port, Modula	1,204.30	1,204.30
1	CWGE2FE24MOD	Ethernet Switch, 8-Port, 100 Mbps, SFP C	281.94	281.94
1	MISC	Misc. material and supplies	217.50	217.50
		Total for Section:2		10,783.91

Net Total:	**$**	**66,868.74**
Tax:	**$**	**0.00**
Total Cost:	**$**	**66,868.74**

Section Summary

Section:	**GSA SCHEDULE ITEMS**		
	Material: 51,028.83	**Labor: 5,056.00**	**56,084.83**
Section:	**OPEN MARKET ITEMS**		
	Material: 10,783.91	**Labor: 0.00**	**10,783.91**

Net Total:	**$ 66,868.74**
Tax:	**$ 0.00**
Total Cost:	**$ 66,868.74**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5464 **County Administrator's Report 9. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/02/2014
Issue: Supplemental Budget Amendment #060 - Florida Department of Health EMS County Grant Award
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #060 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #060, Other Grants and Projects Fund (110) in the amount of $30,881, to recognize proceeds from the Florida Department of Health, and to appropriate these funds for the improvement and expansion of pre-hospital Emergency Medical Services (EMS) in Escambia County.

BACKGROUND:

Escambia County EMS has been awarded grant funds from the Florida Department of Health for the improvement and expansion of pre-hospital Emergency Medical Services. The associated Grant ID Code Number is C2017.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by $30,881.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#060

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number R2014-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County was awarded an EMS County grant by the Florida Department of Health, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2014:

Other Grants & Projects	110
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
EMS County Award C2017	110	334221	$30,881
Total			**$30,881**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Operating Supplies	110/330318	55201	$4,417
Machinery & Equipment	110/330318	56401	$26,464
Total			**$30,881**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment
#060

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5465 **County Administrator's Report 9. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/02/2014
Issue: Supplemental Budget Amendment #062 - FDEM Subgrant Agreement for Maplewoods Subdivision Drainage Ditch Piping and Ashland Avenue Bridge Enhancements
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #062 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #062, Local Option Sales Tax III Fund (352) in the amount of $257,708, to recognize proceeds from the State of Florida, Division of Emergency Management (FDEM) Subgrant Agreement Number 14HM-2Z-01-XXX, Project Number 1595-27-B, and to appropriate these funds for the Maplewoods Subdivision Drainage Ditch Piping and Ashland Avenue Bridge Enhancements.

BACKGROUND:

The Board approved FDEM Subgrant Agreement Number 14HM-2Z-01-XXX in its meeting held November 21, 2013. The amount of federal funds to be provided is $896,040.39, and the funds will be used for Maplewoods Subdivision Drainage Ditch Piping and Ashland Avenue Bridge Enhancements. The grant cost center has an existing balance, so this amendment is adding $257,708 to bring the balance up to the subgrant award total.

BUDGETARY IMPACT:

This amendment will increase Fund 352 by $257,708.

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

Attachments

SBA#062

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number R2014-

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 subgrant by the State of Florida, Division of Emergency Mangement, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2014:

Local Option Sales Tax III	352		
Fund Name	**Fund Number**		
Revenue Title	**Fund Number**	**Account Code**	**Amount**
Maplewoods Drainage Project	352	331319	$257,708
Total			**$257,708**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Maplewoods Drainage Project	352/210112	56301	$257,708
Total			**$257,708**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment
#062

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5418 **County Administrator's Report 9. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/02/2014
Issue: Rescind Action relating to the Sale of Real Property
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Rescinding the Action of February 18, 2010, Relating to the Surplus and Sale of 1732 Bainbridge Avenue - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action rescinding the surplus and sale of real property located at 1732 Bainbridge Avenue, due to a Legal description error:

A. Rescind the Board's action of February 18, 2010, concerning the surplus and sale of real property located at 1732 Bainbridge Avenue:

1. Declaring surplus the Board's real property, Account Number 10-0299-000, Reference Number 35-2S-31-1000-011-040;

2. Authorizing the sale of the property to the bidder with the highest offer received above the minimum bid of $12,350, without further action of the Board; and

3. Authorizing the Chairman to sign all documents related to the sale;

B. Authorize the refund of the deposit paid ($729.30) by the highest bidder for the purchase of the property;

C. Declare surplus the Board's real property, Account Number 10-0299-000, Reference Number 35-2S-31-1000-011-040;

D. Authorize the sale of the property with the corrected legal description to the highest bidder; and

E. Authorize the Chairman to sign all documents related to the sale.

BACKGROUND:

Escambia County acquired this property by governmental foreclosure in September 2005. The Property Appraiser's 2013 Certified Roll Assessment value is $11,500. The County has no need for this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Ordinance, Section 46.134

IMPLEMENTATION/COORDINATION:

NA

Attachments

Rescind Sale-1732 Bainbridge backup

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	352S311000011040
Account:	100299000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1732 BAINBRIDGE AVE 32507
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

2013 Certified Roll Assessment

Improvements:	$0
Land:	$11,500
Total:	$11,500
Save Our Homes:	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
11/2005	5773	475	$100	CT	View Instr
01/1974	782	692	$3,000	WD	View Instr
01/1973	701	669	$1,500	WD	View Instr
01/1969	454	748	$1,500	SC	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2013 Certified Roll Exemptions
COUNTY OWNED

Legal Description
LTS 11 12 BLK 40 BEACH HAVEN PLAT DB 46 P 51 SEC 54/35 T 2S R 30/31 OR 5773 P 475

Extra Features
None

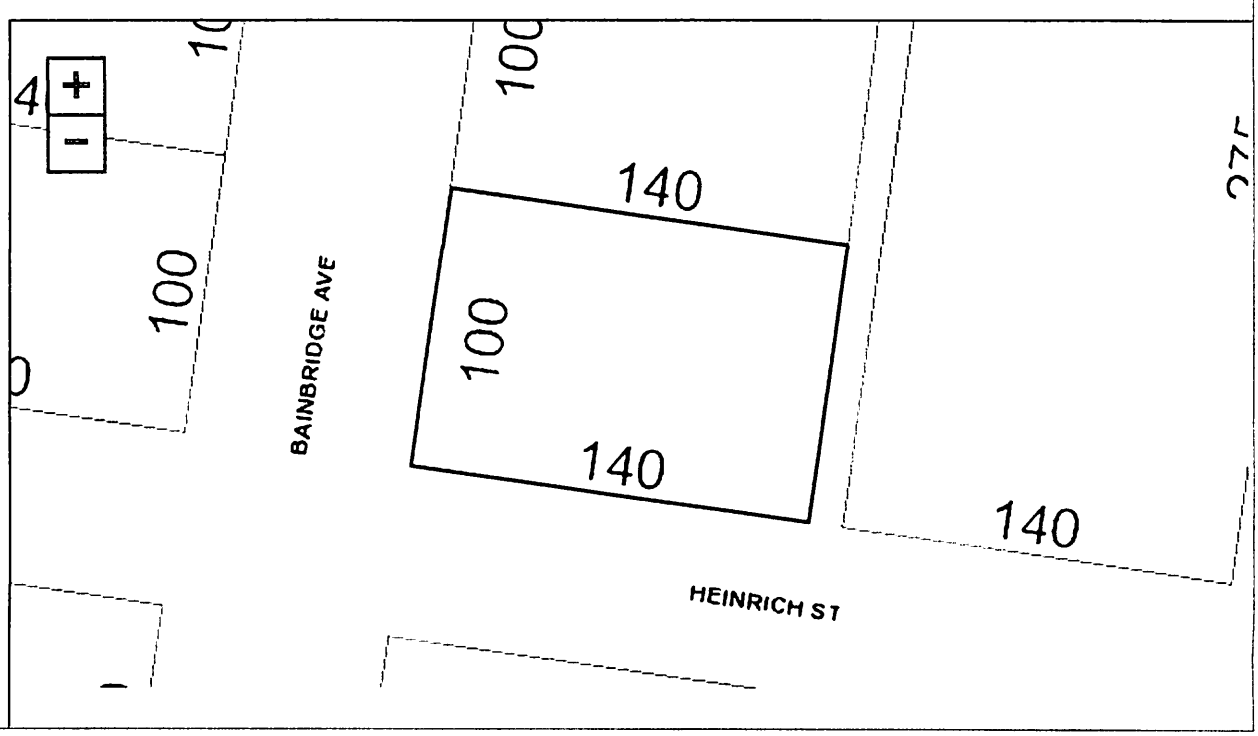
Parcel Information

Section Map Id:
35-2S-31-2

Approx. Acreage:
0.3200

Zoned:
R-5

Evacuation & Flood Information
Open Report



Buildings
Images



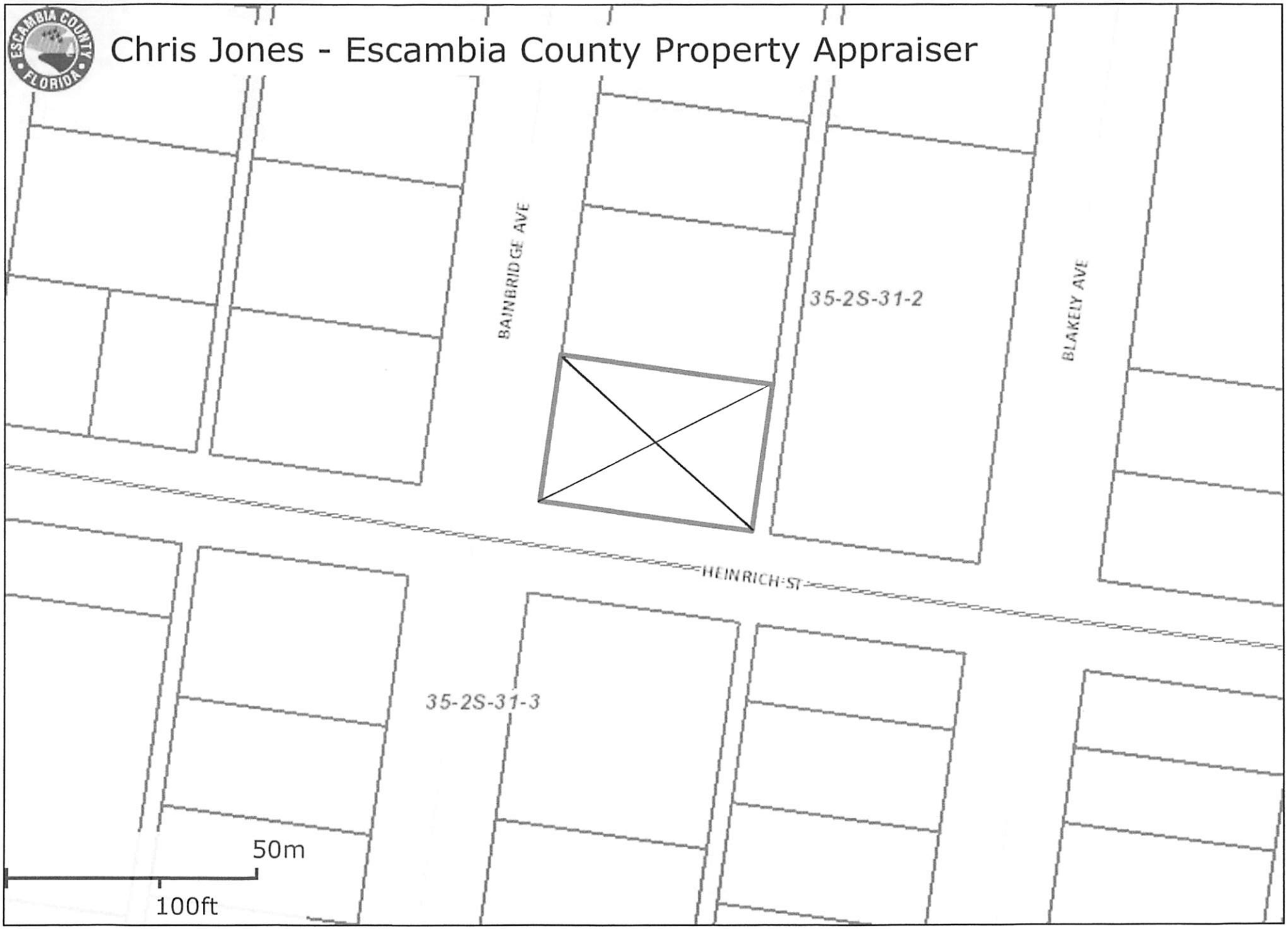
11/5/02

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

1732 Bainbridge Drive Legal Description

Lot 11 and Lot 12, Block 40, Beach Haven Subdivision of a portion of Section 35, Township 2 South, Range 31 West, Escambia County, Florida, as recorded in Plat Deed Book 46 at Page 51 of the public records of said Escambia County, Florida.

Parcel Reference Number: 35-2S-31-1000-011-040


Chris Jones - Escambia County Property Appraiser
BAINBRIDGE AVE
35-2S-31-2
BLAKELY AVE
HEINRICH ST
35-2S-31-3
50m
100ft

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-24. Approval of Various Consent Agenda Items – Continued

5. Taking the following action concerning the surplus and sale of real property located at 1732 Bainbridge Avenue:

   A. Declaring surplus the Board's real property, Account Number 10-0299-000, Reference Number 35-2S-31-1000-011-040;

   B. Authorizing the sale of the property to the bidder with the highest offer received above the minimum bid of $12,350, without further action of the Board; and

   C. Authorizing the Chairman to sign all documents related to the sale.

6. Taking the following action concerning the surplus and sale of real property located at 3709 West Mallory Street:

   A. Declaring surplus the Board's real property, Account Number 06-3714-000, Reference Number 33-2S-30-1300-100-017;

   B. Authorizing the sale of the property to the bidder with the highest offer received above the minimum bid of $6,270, without further action of the Board; and

   C. Authorizing the Chairman to sign all documents related to the sale.

7. Approving Budget Amendment Request Number 113, General Fund (001), in the amount of $227,349, to recognize a transfer from Reserves to cover the *(former)* County Administrator's final payout.

8. Adopting the Resolution *(R2010-23)* approving Supplemental Budget Amendment Number 117, Other Grants and Projects Fund (110) and General Fund (001), to recognize a transfer of funds, in the amount of $5,206, from the Supervisor of Elections Budget to the Federal Elections Activity Grant, and to appropriate these funds for elections activities in Escambia County.

BCC: 02-18-2010

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

ORGANIZATION: Management & Budget Services Bureau

FROM: Amy Lovoy, Bureau Chief AL

DATE: January 27, 2010

ISSUE: Sale of Real Property Account Number 10-0299-000 located at 1732 Bainbridge Avenue

RECOMMENDATION:

That the Board take the following action concerning the surplus and sale of real property located at 1732 Bainbridge Avenue:

A. Declare surplus the Board's real property Account Number 10-0299-000, Reference Number 35-2S-31-1000-011-040; and

B. Authorize the sale of the property to the bidder with the highest offer received above the minimum bid of $12,350, without further action of the Board; and

C. Authorize the Chairman to sign all documents related to the sale.

BACKGROUND:

Escambia County acquired this property by governmental foreclosure in September 2005. The Property Appraiser's current assessed value is $12,350. The County has no need for this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will handle the closing. The purchaser will pay all closing costs.

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:

IMPLEMENTATION REQUIREMENTS:

BCC: 02-18-2010
RE: Sale of Real Property Account Number 10-0299-000 located at 1732 Bainbridge Avenue
Date: January 27, 2010
Page 2 of 2

COORDINATION WITH OTHER AGENCIES/PERSONS:

CONCUR: _____
Larry M. Newsom, Interim County Administrator

Source: Escambia County Property Appraiser Restore Full Page Version

General Information	
Reference:	352S311000011040
Account:	100299000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1732 BAINBRIDGE AVE
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector

2009 Certified Roll Assessment	
Improvements:	$0
Land:	$12,350
Total:	$12,350
Save Our Homes:	$0

Disclaimer

Amendment 1 Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
11/2005	5773	475	$100	CT	View Instr
01/1974	782	692	$3,000	WD	View Instr
01/1973	701	669	$1,500	WD	View Instr
01/1969	454	748	$1,500	SC	View Instr

Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court

2009 Certified Roll Exemptions

COUNTY OWNED

Legal Description

LTS 11 12 BLK 40 BEACH HAVEN PLAT DB 46 P 51 SEC 54/35 T 2S R 30/31 OR 5773 P 475

Extra Features

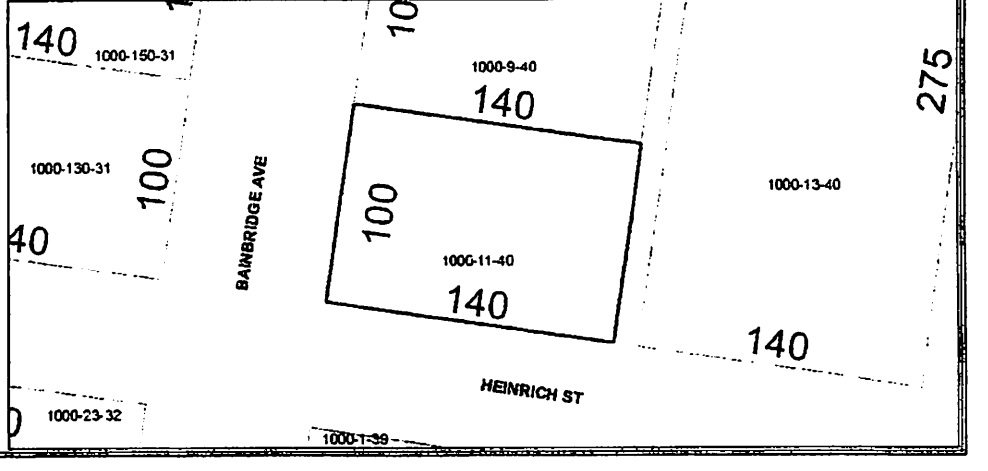
None

Parcel Information View Online Map

Section Map Id: 35-2S-31-2

Approx. Acreage: 0.3200

Zoned: R-5



Buildings

Images



11/05/02

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Legal Description for 1732 Bainbridge Avenue

Account #100299000

Reference # 35 2S 3110 000 110 40

Less (Portion Retained for Road Right of Way)

Beginning at the Southwest corner of Lot 12, Block 40 of Beach Haven Subdivision of a portion of Section 35, Township 2 South, Range 31 West, Escambia County, Florida as recorded in Plat Deed Book 46 at Page 51 of the public records of Escambia County, Florida; thence run Easterly along South line of said lot for a distance of 25.00 feet to the cusp of a curve concave to the Northeast having a radius of 25.00 feet; thence run Northwesterly along the arc of said curve (chord length 35.36 feet) for 39.27 feet to a point on the West line of said lot; thence South along West line of said lot for a distance of 25.00 feet to the point of beginning.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5433 **County Administrator's Report 9. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/02/2014
Issue: Foreclose on property located at 7051 Beulah Road
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Foreclosure on Property Located at 7051 Beulah Road - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize foreclosure, based on the 2011 Code Enforcement Lien, in the amount of $23,279, recorded in Official Records Book 6833, at Page 880, of the Public Records of Escambia County, Florida, on real property located at 7051 Beulah Road, Account Number 09-0876-170, Reference Number 19-1S-31-2401-000-004, with the current assessed value of $61,137.

BACKGROUND:

The property located at 7051 Beulah Road was the subject of a 2011 Code Enforcement action. The violation consisted of trash, debris, solid waste, overgrowth, inoperable vehicle, and repair or removal of a dilapidated structure. As per County policy, the Clerk of the Court has attempted collection by sending two letter notices. There has been no response in the allotted 120 days. Therefore, this property is subject to foreclosure action.

Following foreclosure the Board will be asked to surplus this property for immediate sale.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

If the Board authorizes the foreclosure, the County Attorney's Office anticipates that the foreclosure action will be referred to a foreclosure attorney.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This action is in compliance with the Code Enforcement/Nuisance Abatement Lien Collection Policy approved by the Board on July 10, 2008.

IMPLEMENTATION/COORDINATION:

NA

Attachments

7051 Beulah Rd foreclosure backup

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	191S312401000004
Account:	090876170
Owners:	THORKILDSEN JON
Mail:	7051 BEULAH RD PENSACOLA, FL 32526
Situs:	7051 BEULAH RD 32526
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

2013 Certified Roll Assessment

Improvements:	$40,759
Land:	$20,378
Total:	$61,137
Save Our Homes:	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
06/2003	5184	411	$100	QC	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2013 Certified Roll Exemptions

None

Legal Description

BEG AT SE COR OF SEC N 0 DEG 15 MIN 14 SEC W ALG W LI OF SEC 1335 85/100 FT TO NE COR OF SE 1/4 OF SE 1/4...

Extra Features

METAL BUILDING

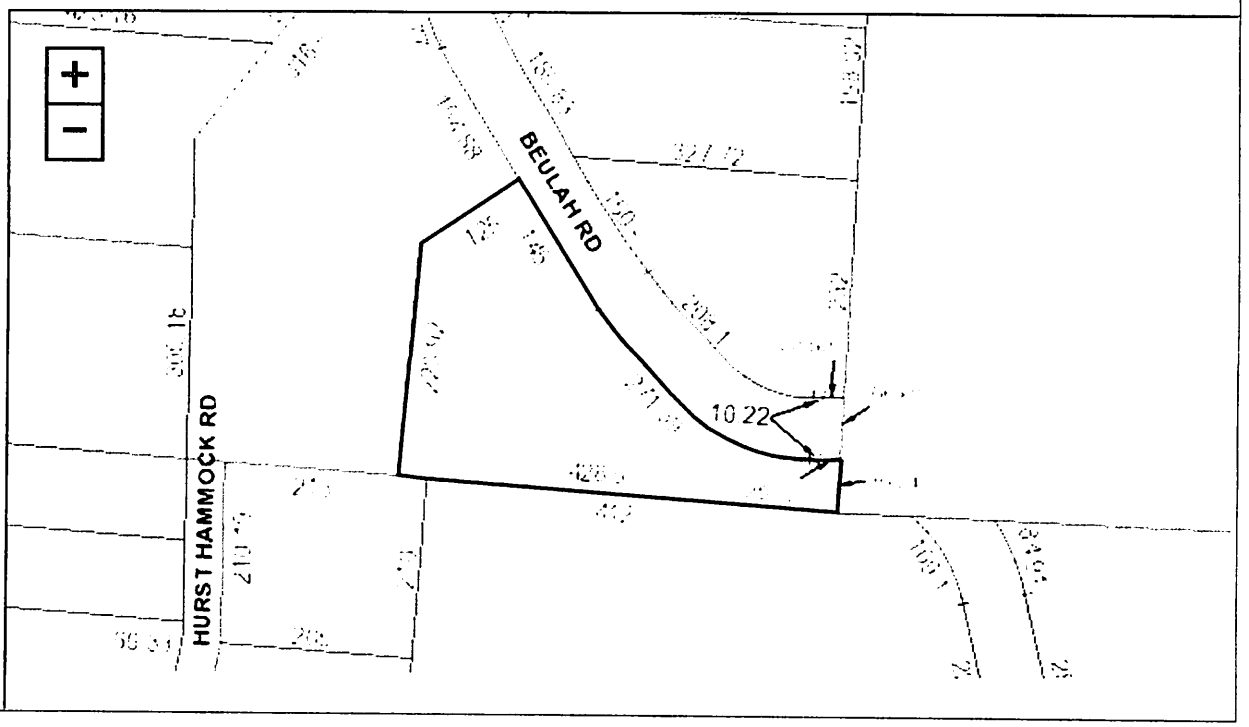
Parcel Information

Section Map Id:
19-1S-31

Approx. Acreage:
1.7700

Zoned:
R-1

Evacuation & Flood Information
Open Report

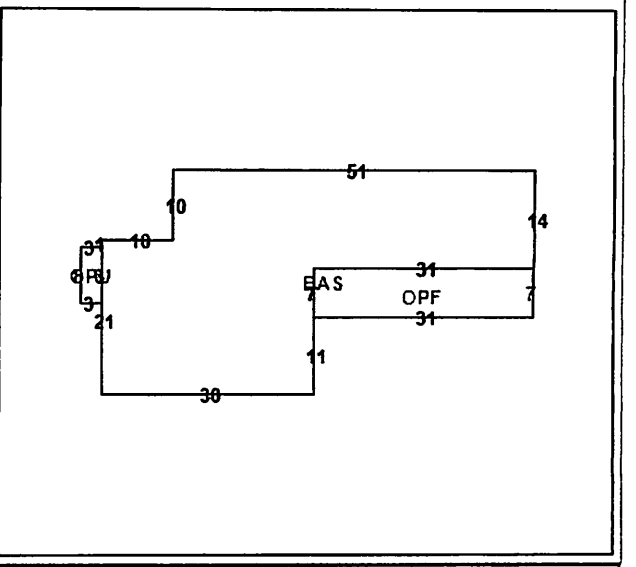


Buildings

Building 1 - Address:7051 BEULAH RD, Year Built: 1974, Effective Year: 1978

Structural Elements

FOUNDATION-*WOOD/NO SUB FLR*
EXTERIOR WALL-*SIDING-SHT.AVG.*
NO. PLUMBING FIXTURES-*3.00*
DWELLING UNITS-*1.00*
ROOF FRAMING-*GABLE*
ROOF COVER-*COMPOSITION SHG*
INTERIOR WALL-*DRYWALL-PLASTER*
FLOOR COVER-*VINYL ASBESTOS*
NO. STORIES-*1.00*
FLOOR COVER-*HARDWOOD/PARQET*
DECOR/MILLWORK-*AVERAGE*
HEAT/AIR-*CENTRAL H/AC*
STRUCTURAL FRAME-*WOOD FRAME*



Areas - 1535 Total SF

BASE AREA - *1294*
OPEN PORCH FIN - *217*
OPEN PORCH UNF - *24*

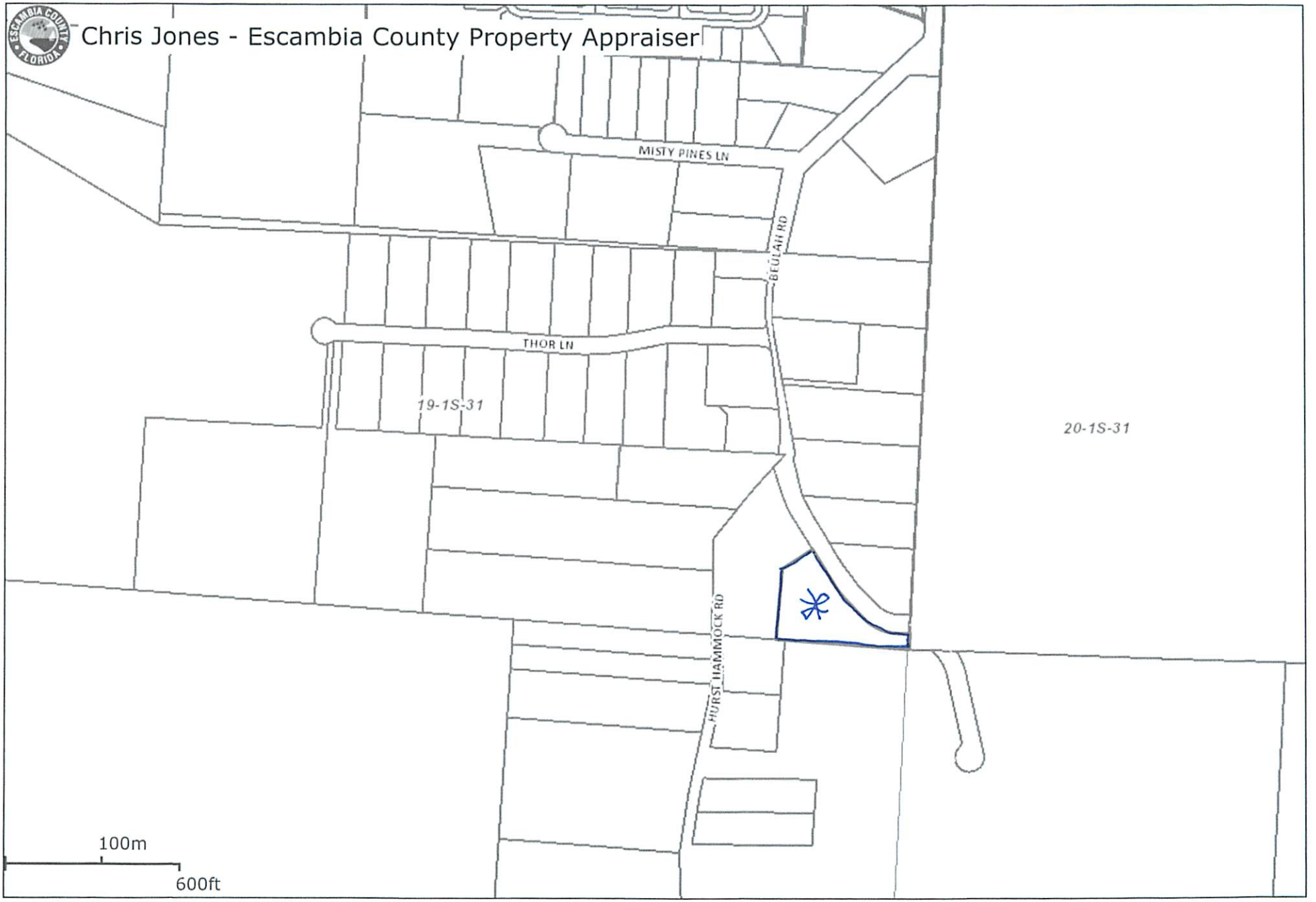
Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Escambia County Property Appraiser
191S312401000004 - Full Legal Description

BEG AT SE COR OF SEC N 0 DEG 15 MIN 14 SEC W ALG W LI OF SEC 1335 85/100 FT TO NE COR OF SE 1/4 OF SE 1/4 FOR POB CONT N 0 DEG 15 MIN 14 SEC W 36 74/100 FT TO S R/W LI OF BEULAH RD (66 FT R/W) SD PT BEING ON A CURVE CONCAVE TO SW & HAVING RADIUS 167 FT NWLY ALG ARC OF SD CURVE 25 37/100 FT (DELTA 8 DEG 42 MIN 20 SEC CHD 25 35/100 FT CHD BRG N 83 DEG 50 MIN 47 SEC W) TO PT OF TANG OF SD CURVE N 88 DEG 11 MIN 58 SEC W 10 22/100 FT TO PT OF CURVATURE OF A CURVE CONCAVE TO NE & HAVING RADIUS OF 283 FT NWLY ALG ARC OF SD CURVE 271 39/100 FT (DELTA 54 DEG 56 MIN 44 SEC CHD 261 11/100 FT CHD BRG N 60 DEG 43 MIN 36 SEC W) TO PT OF TANG OF SD CURVE N 33 DEG 15 MIN 14 SEC W 145 FT S 56 DEG 44 MIN 46 SEC W 125 FT S 4 DEG 54 MIN 18 SEC E 220 92/100 FT TO N LI OF SE 1/4 OF SE 1/4 OF SD SEC S 89 DEG 59 MIN 35 SEC E ALG SD N LI OF SE 1/4 OF SE 1/4 428 50/100 FT TO POB OR 5184 P 411


Chris Jones - Escambia County Property Appraiser
MISTY PINES LN
BEULAH RD
THOR LN
19-1S-31
20-1S-31
HURST HAMMOCK RD
100m
600ft

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

CODE ENFORCEMENT LIEN PAYOFF

OFFICIAL RECORDS
P.O. Box 333
Pensacola, FL 32591-0333
Check payable to Pam Childers,
Clerk Of The Circuit Court

Escambia County Governmental Complex
221 Palafox Place, Suite 110
Pensacola, FL 32501-5844
850-595-3930
FAX 850-595-4827

Official Records Book: 6833 Page: 880 View Image

Start Date 04/04/2012 Court Cost 1,100.00

Reimbursement Recording Fee Order 44.00 Reimbursement Recording Fee Lien 44.00

Amended Order ☑ Copies 7.00 Certified Abatement Costs 4,800.00

Fine Per Day $50.00 Date Of Payoff 03/15/2013

Submit Reset Clear

Fine Per Day	Number Of Days Accrued	Accumulated Fine	Court Cost	Reimbursement Of Costs	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparation Fee for Payoff Quote	Certified Abatement Costs	Total Due
50.00	345	$17,250.00	$1,100.00	$105.00	$10.00	$7.00	$7.00	$4,800.00	$23,279.00

Recorded in Public Records 03/19/2012 at 04:33 PM OR Book 6833 Page 880, Instrument #2012021219, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.00

Recorded in Public Records 03/19/2012 at 04:14 PM OR Book 6833 Page 698, Instrument #2012021164, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.00

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

ESCAMBIA COUNTY, FLORIDA

VS.

CASE NO: CE#11-11-05529
LOCATION: 7051 Beulah Road
PR# 191S31-2401-000-004

Thorkildsen Jon
7051 Beulah Road
Pensacola, Florida 32526

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the respondent or representative, N/A, as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

- [X] 42-196 (a) Nuisance Conditions
- [X] 42-196 (b) Trash and Debris
- [ ] 42-196 (c) Inoperable Vehicle(s); Described Red 2 Door
- [X] 42-196 (d) Overgrowth

Certified to be a true copy
Of the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
BY
DATE 3/19/12

CLERK OF CIRCUIT COURT ★ ESCAMBIA COUNTY, FLORIDA ★

BK: 6833 PG: 699

☒ 30-203 Unsafe Building; Described as ☐ Main Structure ☐ Accessory Building(s)

☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☐ (l) ☐ (m) ☐ (n) ☐ (o)

☒ (p) ☐ (q) ☐ (r) ☐ (s) ☐ (t) ☐ (u) ☐ (v) ☐ (w) ☒ (x) ☐ (y) ☒ (z) ☐ (aa) ☐ (bb) ☒ (cc) ☐ (dd)

☐ 94-51 Obstruction of County Right-of-Way (ROW)

☐ 82-171 Mandatory Residential Waste Collection

☐ 82-15 Illegal Burning

☐ 82-5 Littering Prohibited

☐ LDC Article 6 Commercial in residential and non permitted use

☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits

☐ LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: Jon Thank; I dsw shall have until 4/13, **2012** to correct the violation and to bring the violation into compliance. Corrective action shall include:

BK: 6833 PG: 700

- [x] Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- [ ] Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- [ ] Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- [ ] Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- [ ] Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- [ ] Immediately cease burning and refrain from future burning
- [ ] Remove all refuse and dispose of legally and refrain from future littering
- [ ] Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- [ ] Obtain necessary permits or cease operations
- [ ] Acquire proper permits or remove sign(s)
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of $ 50.00 per day, commencing 4/4, 2012. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of $ 1,000.00 are awarded in favor of Escambia County as the prevailing party against Jon Thomlinson.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at Escambia Central Office Complex, 3363 W. Park Place, Pensacola, Florida 32504 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 13 day of March, 2012.

Robert O. Beasley
Special Magistrate
Office of Environmental Enforcement

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5484 **County Administrator's Report 9. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/02/2014
Issue: Surplus and Sale of Real Property
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of Real Property Located at 1050 Muscogee Road - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning real property located at 1050 Muscogee Road:

A. Declare surplus the Board's real property, Account Number 11-4074-000, Reference Number 17-1N-31-1200-001-004;

B. Authorize this property to be utilized as one of several parcels for use in the Muscogee Road Drainage Improvement Project by the Public Works Department; and

C. Approve the cost of $4,642.50, from Fund 352, LOST III, Account 210107, Object Code 56101, Project #09EN0115.

BACKGROUND:

This property escheated to the County in December 2012. The Property Appraiser's 2013 Certified Roll Assessment value is $9,348. The County will use this property as one of several parcels along the Muscogee Road corridor to facilitate drainage and widening enhancements associated with the Muscogee Road Drainage Improvement Project.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Ordinance, Section 46.134

IMPLEMENTATION/COORDINATION:

NA

Attachments

SurplusSale 1050 Muscogee Rd backup

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference: 171N311200001004
Account: 114074000
Owners: ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS
Mail: 221 PALAFOX PL STE 420
PENSACOLA, FL 32502
Situs: 1050 MUSCOGEE RD 32533
Use Code: VACANT RESIDENTIAL
Taxing Authority: COUNTY MSTU
Tax Inquiry: Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

2013 Certified Roll Assessment

Improvements:	$0
Land:	$9,348
Total:	$9,348
Save Our Homes:	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/03/2012	6943	1127	$100	TD	View Instr
04/2005	5626	1973	$19,300	WD	View Instr
11/2003	5292	670	$100	CT	View Instr
09/2001	4769	1333	$27,400	WD	View Instr
03/1995	3744	934	$30,100	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2013 Certified Roll Exemptions

COUNTY OWNED

Legal Description

BEG AT NW COR OF NE1/4 S ALG W LI OF NE1/4 48 9/100 FT TO N LI OF MUSCOGEE RD SELY 365 FT FOR POB CONT...

Extra Features

None

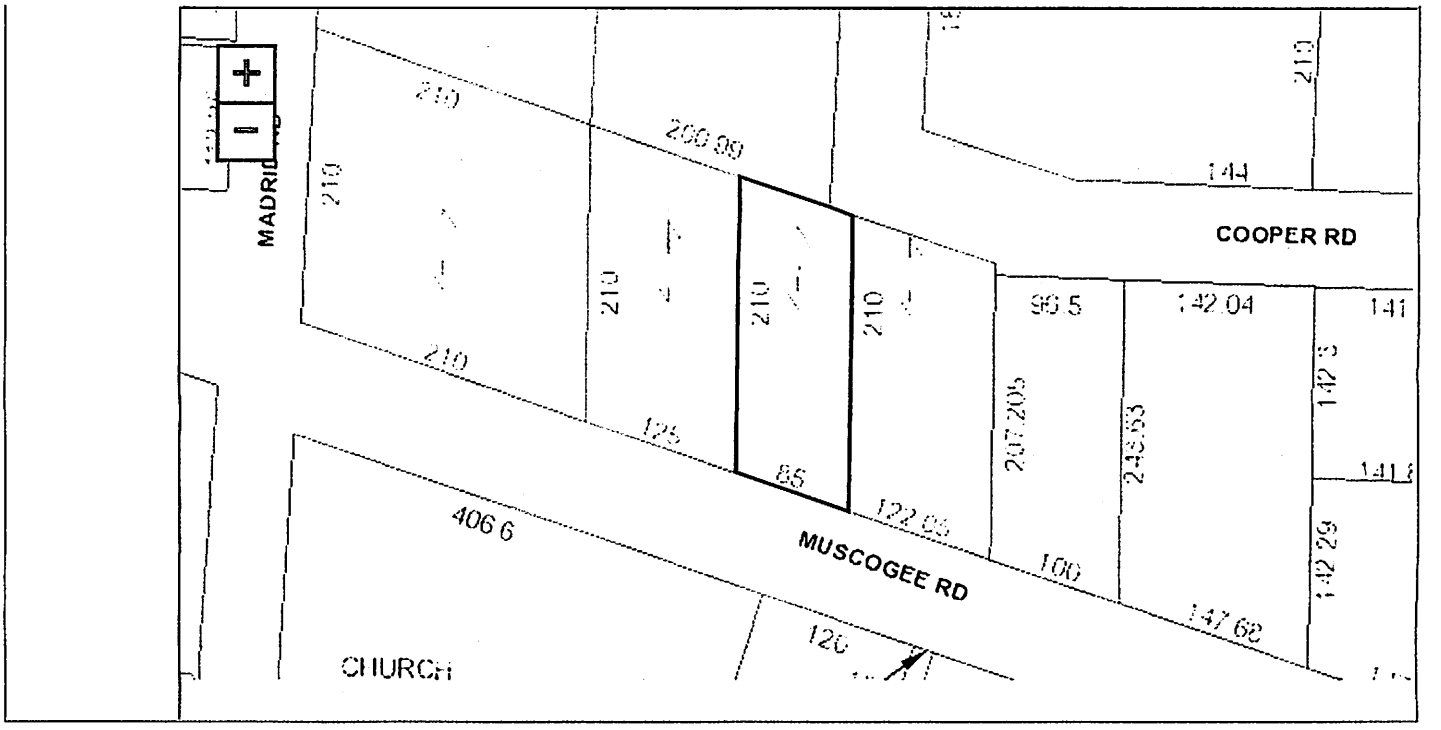
Parcel Information

Section Map Id:
17-1N-31-1

Approx. Acreage:
0.4300

Zoned:
VR-2

Evacuation & Flood Information
Open Report


MADRID
210
210
200.09
210
210
210
210
144
213
COOPER RD
90.5
142.04
141
207.205
243.53
142.3
125
85
122.05
406.6
MUSCOGEE RD
100
147.62
142.29
CHURCH
120

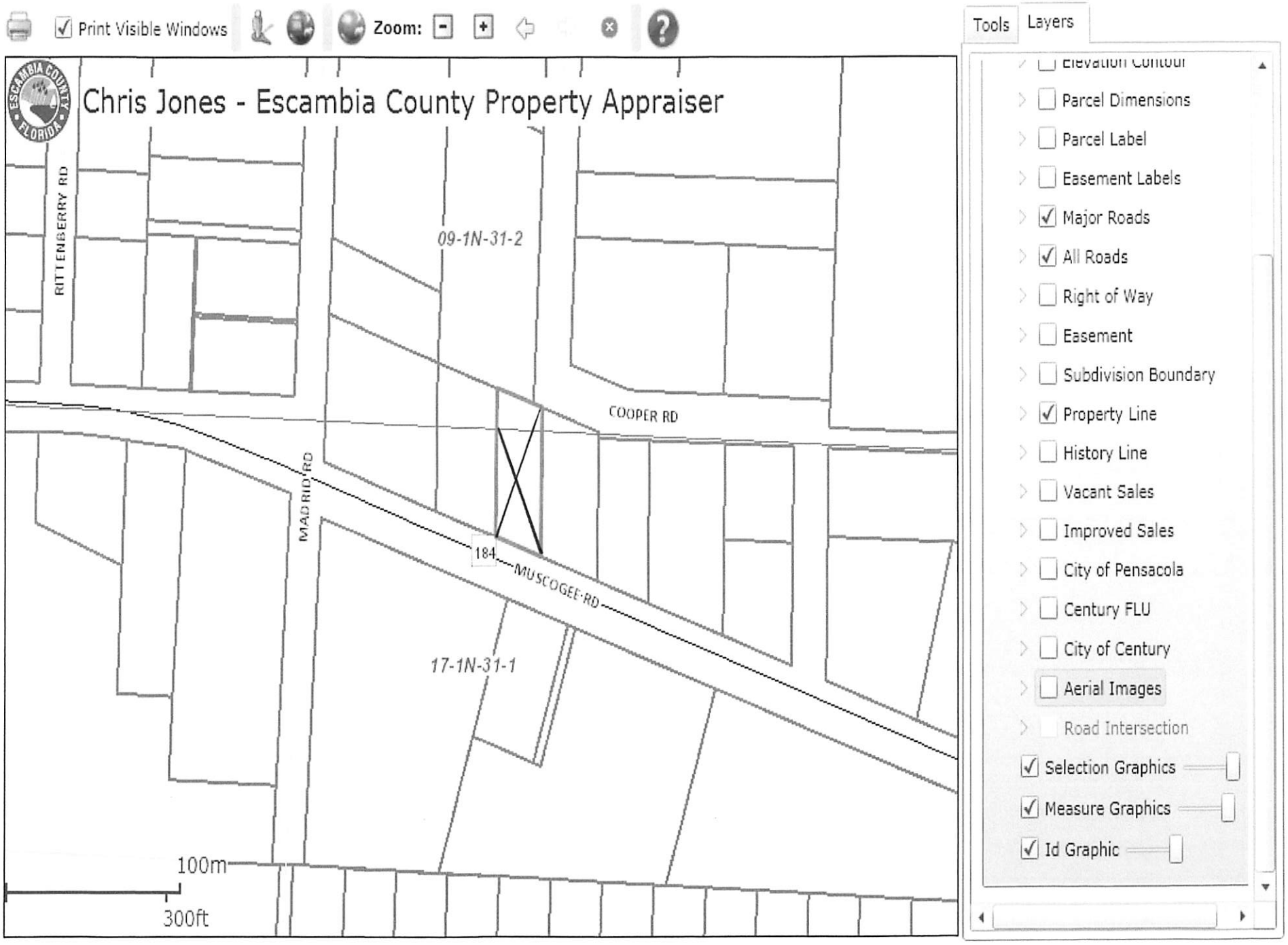
Buildings
Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Escambia County Property Appraiser
171N311200001004 - Full Legal Description

BEG AT NW COR OF NE1/4 S ALG W LI OF NE1/4 48 9/100 FT TO N LI OF MUSCOGEE RD SELY 365 FT FOR POB CONT SELY 85 FT N 210 FT NWLY 85 FT SLY 210 FT TO POB PART OF LT 34 BLK D PENSACOLA HIGHLANDS PLAT DB 103 P 178 AND PART OF N1/2 OF NW1/4 OF NE1/4 OR 6943 P 1127


Print Visible Windows
Zoom:
Tools
Layers
Chris Jones - Escambia County Property Appraiser
ESCAMBIA COUNTY FLORIDA
RITTENBERRY RD
09-1N-31-2
COOPER RD
MADRID RD
184
MUSCOGEE RD
17-1N-31-1
100m
300ft
Elevation Contour
Parcel Dimensions
Parcel Label
Easement Labels
Major Roads
All Roads
Right of Way
Easement
Subdivision Boundary
Property Line
History Line
Vacant Sales
Improved Sales
City of Pensacola
Century FLU
City of Century
Aerial Images
Road Intersection
Selection Graphics
Measure Graphics
Id Graphic

Recorded in Public Records 12/04/2012 at 04:42 PM OR Book 6943 Page 1127, Instrument #2012092366, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

DEED
ESCHEATED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This instrument was prepared by:
Ernie Lee Magaha, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

WHEREAS, Tax Certification No. 05878 was issued on June 1, 2007, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 7th day of December, 2009, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County,Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the **Board of County Commissioners Escambia County, Florida** 221 Palafox Place Ste 110, Pensacola, Florida, 32501, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

BEG AT NW COR OF NE1/4 S ALG W LI OF NE1/4 48 9/100 FT TO N LI OF MUSCOGEE RD SELY 365 FT FOR POB CONT SELY 85 FT N 210 FT NWLY 85 FT SLY 210 FT TO POB PART OF LT 34 BLK D PENSACOLA HIGHLANDS PLAT DB 103 P 178 AND PART OF N1/2 OF NW1/4 OF NE1/4 OR 5626 P 1973

SECTION 17, TOWNSHIP 1 NORTH, RANGE 31 WEST
REFERENCE NUMBER 171N311200001004
TAX ACCOUNT NUMBER 114074000

** Property previously assessed to: JUAN P GALVAN AGUSTIN G JUAREZ

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 3rd day of December, 2012.

Ernie Lee Magaha

ERNIE LEE MAGAHA,
Clerk of the Circuit Court
Escambia County, Florida

WITNESSES:
Mylinda Johnson
Maryline Avila

(OFFICIAL SEAL)

State of Florida
County of Escambia

Before me, the undersigned, personally appeared ERNIE LEE MAGAHA, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 3rd day of December, 2012.

Ernie Lee Magaha, Clerk of the Circuit Court

Maryline Avila, Deputy Clerk

(CLERK OF CIRCUIT COURT • ESCAMBIA COUNTY, FLORIDA)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5416 **County Administrator's Report 9. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/02/2014
Issue: Collection Services for Public Safety 13-14.009
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Collection Services for Public Safety - Amy Lovoy, Management and Budget Services Department Director

That the Board award and authorize the Interim County Administrator to sign the Collection Services Agreement, PD 13-14.009, Collection Services for Public Safety, to Affiliated Creditors, Inc., effective February 5, 2014, for a period of 12 months, with an option to extend the Contract for 2 additional 12-month periods, at the commission rate of 12.98% for Primary Placements, in accordance with the terms and conditions of the Agreement.

[Funding: Fund 408, Emergency Medical Service Fund, Cost Center 330603, EMS Billing, Object Code 53401, Other Contractual Services]

BACKGROUND:

Since the last of the two one-year extensions of the current Contract (PD 08-09.014) expires midnight, February 4, 2014, the Office of Purchasing solicited an Invitation to Bid, PD 13-14.009, “Collection Services for Escambia County Public Safety.” The ITB notice was advertised in the Pensacola News Journal on Monday, November 25, 2013. Six bids were received on Thursday, December 12, 2013. Affiliated Creditors Inc., was determined to be the lowest responsive and responsible bidder.

BUDGETARY IMPACT:

Funding: Fund 408, Emergency Medical Service, Cost Center 330603, EMS Billing, Object Code 53401, Other Contractual Services

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 FL, Code of Ordinance, Chapter 46, Arrticle II, Purchases and Contracts. This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Arrticle II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and Purchase Order. The Office of Purchasing will issue the Contract and Purchase Order.

Attachments

Bid Tab

Agreement

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	**DESCRIPTION: Collection Services for Public Safety** **ITB# PD 13-14.009**						
Bid Opening Time: 3:00 p.m. CST **Bid Opening Date: 12/11/2013** **Opening Location: Rm. 11.407** **NAME OF BIDDER**	**Cover Sheet/ Acknowl.**	**Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statues, on Entity Crimes**	**Drug-Free Workplace Form**	**Info Sheet for Trans. & Convey. Corp. ID**	**Bid Bond**	**Certificate of authority to do Business in the State of Florida**	**Total**
United Collection Service, Inc.	Yes	Yes	Yes	Yes	Check	Yes	18.5%
DSG Collect	Yes	Yes	Yes	Yes	Check	Yes	16%
Penn Credit Corp	Yes	Yes	Yes	Yes	Check	Yes	17.50%
Armstrong & Associates	Yes	Yes	Yes	Yes	Check	Yes	18.5%
Affiliated Creditors, Inc.	Yes	Yes	Yes	Yes	Check	Yes	12.98%
Professional Recovery Consultants	Yes	Yes	Yes	Yes	Bond	Yes	17.75%
BIDS OPENED BY:	**Joe Pillitary, CPPO, CPPB, Purchasing Coordinator**					**DATE: December 11, 2013**	
BIDS WITNESSED BY:	**Angie Holbrook, SOSA**					**DATE: December 11, 2013**	
BIDS TABULATED BY:	**Angie Holbrook, SOSA**					**DATE: December 11, 2013**	

CAR **BOCC**
DATE 1/2/2014 **DATE 1/2/2014**

The Purchasing Manager/Designee recommends to the BCC: **To award a Contract to Affiliated Creditors, Inc. for the lowest percentage of primary collections 12.98%.**
Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted 12/13/2013 @ 10:00a.m. CST

JP/jk

COLLECTION SERVICES AGREEMENT PD 13-14.009

THIS AGREEMENT is made and entered into this __ day of January, 2014, by and between Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida (herein after referred to as County), and Affiliated Creditors, Inc., a corporation authorized to transact business in the State of Florida, whose address is 176 Thompson Lane, Nashville, TN, 37211 and whose Federal Identification Number is 62-1113076 (hereinafter referred to as "Agency").

WITNESSETH:

WHEREAS, Agency is well qualified and experienced in providing collection services for past due accounts of the County's Emergency Medical Services Division; and

WHEREAS, Agency is willing to furnish such services; and

WHEREAS, the County recognizes that the collection of such past due monies owed to the County is essential to the financial safety and welfare of the residents of Escambia County; and

WHEREAS, it is in the best interest of the citizens of Escambia County that the County enter into this agreement for collection services provided by said agency.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, County and Agency agree as follows:

ARTICLE 1

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct by the Parties and are hereby incorporated into this Agreement.

1.2 Administrator: Whenever the term Administrator is used herein it is intended to mean the County Administrator of the Escambia County Government, his deputy, or his designee. The Administrator is the administrative head of all bureaus and divisions of the County Government. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Administrator or his Designee.

1.3 Board of County Commissioners: The Board of County Commissioners of Escambia County, Florida, which is the governing body of Escambia County Government.

1.4 The Clerk of the Circuit Court: The Clerk of the Circuit Court of Escambia County, Florida, which is a constitutional office serving as Clerk of the Court and ex

officio clerk to the Board of County Commissioners, auditor, recorder and custodian of all county funds.

1.4 County: Escambia County, a body corporate and politic and a political subdivision of the State of Florida.

1.5 Office of Management and Budget: The Office of Management and Budget under the direction of the County Administrator.

ARTICLE 2
Scope of Service

2.1 Agency agrees to perform in accordance with the scope of work outlined in Escambia County's Invitation to Bidders for Collection Services for Public Safety, Specification No. P.D. 13-14.009, attached hereto as **Exhibit "A"**, and as set forth herein. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

ARTICLE 3
Collection of Accounts

3.1 Collection of Accounts:

(a) Agency shall serve as the collection agency on Emergency Medical Services (EMS) Division accounts referred by County.

3.2 Collection Activity and Techniques: Agency shall, upon receipt of an account from EMS, immediately undertake to collect such account through all ethical and lawful means and must take action on all accounts, small as well as large. Agency shall not refuse any account EMS refers to Agency. However, Agency retains the responsibility of complying with all applicable local, state and federal laws and determining the applicability of such laws. Upon receipt of accounts, Agency shall provide an acknowledgment report, which shall include the placement date, account number, debtor's name, amount of debt, and applicable fee for collection.

Agency shall comply with all applicable Federal, State and local laws, rules, regulations or ordinances, and all current and future provisions required thereby to be included herein, are hereby incorporated by reference. Agency shall advise the County of its collection techniques, which reserves the right to approve such techniques. However, the responsibility of compliance with applicable laws shall remain with Agency.

Agency shall be solely responsible for all costs or expenses, including, but not limited to, attorney fees and court costs incurred by the contractor in the collection of the referred accounts.

3.3 Timeline for Collection: Agency shall maintain the account from the date of placement of each account to procure payment or a bona fide arrangement to pay the outstanding debt. Notwithstanding the preceding guideline, the County retains the ability to remove the account provided County shall credit Agency with subsequent collections procured directly as a result of Agency's prior efforts.

3.4 Agency Collections: Agency will accept payments on all assigned accounts. Agency may not collect interest, service or carrying charges on any account unless otherwise instructed to do so in writing by the County. Agency may arrange payment schedules within the debtor's current income and ability to pay.

3.5 Payments Received: Agency shall deposit monies collected in an interest bearing account and shall distribute such funds plus any interest accrued to the County on a monthly basis to the Clerk of the Circuit Court. Agency shall in turn receive its collection fee based on the amount received from the debtor and the applicable rate.

3.6 Invoices: On a monthly basis Agency will provide to EMS an invoice. Agency shall accompany invoices with a check made payable to County in a gross remittance fashion.

3.7 Reports: Agency shall use forms acceptable to County to report collection and status of accounts. Agency will provide upon request of County, a summary of account collection activity.

3.8 Quarterly Reports: No less than quarterly, Agency shall submit to EMS, a report including a list in last name sequence of all open accounts and the status of such accounts including payments, requested adjustments, skiptracing activities and results.

3.9 Monthly Reports: In a manner prescribed or acceptable to the County, Agency shall submit to EMS a monthly report listing accounts alphabetically by last name or business name indicating all payments received since the previous monthly report, indicating accounts against which collection efforts have commenced, recommending actions to be taken on problem collection accounts, and summarizing receipts and other actions on accounts by month of assignment. Agency shall submit each report no later than the 15th day following the month which is the subject of the report.

3.10 Yearly Reports: At the end of each contract period, Agency shall furnish an annual report to EMS which summarizes the activity of assigned accounts during the preceding year.

3.11 Quality Control: Agency shall provide County with a copy of any and all letter(s) of complaint within ten (10) days of receipt by the Agency and the County will provide Agency a copy of any notice of complaint received by it within ten (10) days of receipt by the County Administrator. Within thirty (30) days of receipt of any complaint, Agency will provide a written report to the County informing the County Administrator of the disposition of each complaint. Minimum elements of the complaint report will include a

statement of the complaint, results of the complaint investigation by Agency, identification of the collector(s) involved and a positive statement of corrective action taken to avoid recurrence of such a complaint in the future.

Upon request of the EMS, Agency shall remove any employee from the future collection of County referred accounts.

Agency agrees to maintain a quality assurance program for its employees which shall include, but not be limited to, periodic instruction in the lawful and ethical practices of account collection.

3.12 Uncollectible Accounts: Agency shall report each month to EMS all accounts which, after making every reasonable effort to collect, it deems uncollectible and such report shall contain a statement of the reasons why such items are considered to be uncollectible. The report must contain, at a minimum, the debtor's name, the debtor's most recent address and telephone number, and the patient account number. At the request of County, Agency shall further document its effort to collect any specific amount.

Agency shall make a determination as to whether or not the debt should be collectable through litigation, and so advise County. Unless otherwise directed, Agency shall return such accounts to County and shall have no right to a commission for any sums thereafter collected upon these accounts. Such returns shall be made in a format acceptable to the County.

3.13 Minimum Activity: On each account, Agency will make the minimum effort set forth below:

(a) Upon initial assignment, Agency will immediately send a letter to each debtor. Within ten (10) days of receipt of account, Agency shall attempt to call each debtor with a balance greater than $25.00.

(b) Every account without a valid address possessing a balance of $25.00 or more will receive skip tracing efforts.

(c) Agency shall determine collectibility on each account and continue activation with a letter series or phone calls, or advise County.

(d) Agency shall monitor all contract payments initiated.

3.14 Collection Methods: An outline will be established as to the methodology of collection once a debtor is contacted. This methodology will include the telephone script to be utilized for court related debt as well as other departmental debt. Every effort will be made to understand the nature of the specific debt fully so that this information can be utilized by our collection staff. Agency will advise County of the methodology of collection and adhere to County's input.

3.15 Suspension of Collection; Recall: Agency shall suspend collection efforts on any account referred for collection upon written notice to do so by County. Upon written notice, Agency shall return any referred account, without charge or penalty to County, except the fees earned prior thereto. County reserves the right to reevaluate and to adjust, cancel, or recall any accounts assigned for collections to Agency.

3.16 Legal Action: Agency will initiate legal action upon request only upon the express written consent of the County. Where legal action is necessary, the County will make reasonable efforts to provide witnesses, certified copies of official records and other documentation required for prosecution.

ARTICLE 4
Compensation and Method of Payment

4.1 Agency shall be compensated for its collection services as provided herein:

(a) Primary Collection: Agency agrees to accept as full payment for services rendered for the collection of accounts referred by the Emergency Medical Services Division a sum equal to 12.98% of monies collected.

(b) Secondary Collection: Agency agrees to accept as full payment for services rendered for the collection of accounts that have been previously forwarded to a collection agency, a sum equal to 30% of monies actually collected by the agency.

(c) Early-Out Patient Pay Collection: Agency agrees to accept as full payment for services rendered for the collection of accounts that the EMS Billing Office has determined to be Early Out Patient Pay Accounts a sum equal to 10% of monies collected. Early Out Patient Pay Accounts are submitted at the discretion of the EMS Billing Office. After a period of 90 days, uncollected Early Out Patient Pay Accounts shall become Primary Collection accounts.

4.2 Payment of Fees: Agency shall receive its fees following transmittal to County of all monies collected in the manner provided in this agreement. County agrees to make its best effort to pay Agency its fee within thirty (30) calendar days of the documented transmittal.

4.3 Fees for Direct Payments: County agrees that when an account is referred to Agency, Agency is entitled to the fees described herein without regard to whether payment is made in County's office or Agency's office.

EMS will notify the contractor of any direct payments made as a result of Agency's efforts and will pay Agency the contractual rate for all such direct payments. After notification of direct payments by County, Agency shall document such payments in its monthly reports. The fee for such payments shall be paid as if the monies collected were transmitted at that time (see 4.2). The County will, upon request, verify

payments on specific accounts and credit the contractor as specified above.

ARTICLE 5
Changes and Amendments

5.1 Changes and Amendments: County reserves the right to change any portion of the work required under this Agreement, or amend such other terms and conditions which may become necessary. For any revisions which affect the scope of work, period of performance, payments, commissions, or any material terms or conditions included in this Agreement, a negotiated modification to this Agreement shall be executed in writing by the authorized officials of County and Agency.

ARTICLE 6
Miscellaneous

6.1 Independent Contractor: Agency shall at all times be acting in the capacity of an independent contractor. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between County and Agency. Agency understands and agrees that all persons furnishing services to the Courts pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Agency and not of the County.

6.2 Validity: The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

6.3 Waiver: No waiver of a breach or any provision of this Agreement by either party shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

6.4 Compliance with Laws: Agency represents that at the time it executes this Agreement it possesses all licenses required by law to operate as a collection agency in the State of Florida and that in carrying out the terms of this Agreement, Agency agrees to comply with all applicable local, state and federal laws, rules or regulations.

6.5 Entire Agreement: This Agreement represents the entire and integrated agreement between the County and Agency and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Agency and the authorized representative of the County.

6.6 Confidentiality: All information not subject to a public records request acquired by Agency in the course of performing services under this Agreement shall be confidential, and shall not be open to examination for any purpose without prior

approval of County.

6.7 Use of County Seal or Letterhead: Agency shall not use or display the official seal of Escambia County or County letterheads on communications with any debtor without having previously obtained written authorization from the County Administrator.

6.8 Non-Assignable: Agency shall not assign the Agreement or monies due or to become due hereunder without prior written consent of the County. Violation of this provision shall be grounds for termination of the Agreement for cause and the attempted assignment shall be null and void.

6.9 Right to Terminate:

(a) County reserves the right to terminate this Agreement immediately upon the failure of Agency to fulfill in a timely and proper manner its obligations under this contract, including but not limited to the violations of any state, federal or local laws and ordinances, upon written notice to Agency of such termination which shall be effective thirty (30) days following the date of the receipt of such notice by the Agency. In the event of a termination, Agency will return all accounts to County.

(b) County reserves the right, at any time during the term (including without limitation, at the end of any one year period), and for any reason whatsoever in County's sole discretion, to terminate this Agreement with respect to all or any portion of the collection services (such total or partial termination being referred to hereinafter as a termination for convenience). County may exercise its right of termination for convenience by furnishing to Agency written notice of its election to do so, which notice shall specify the services that County has elected to remove from the scope and operation of this Agreement. The termination of convenience as to such services shall be effective thirty (30) days following the date of the receipt of such notice by the Agency. In no event shall a termination for convenience be deemed a default by County under this Agreement, and a termination for convenience shall not subject the County to any penalty, claim for damages, liquidated damages or any other claim of any type by Agency.

(c) County reserves the right to terminate this Agreement immediately pursuant to Chapter 1-9.5 of the Ordinances of Escambia County should the Agency engage in any employment or contractual relationship with any entity, which employment or contractual relationship would be adverse to the interests of Escambia County.

6.10 Notices: All Notices required or to be given hereunder shall be in writing to the addresses below and shall be deemed to have been properly given on the third day after being deposited in the United States mail, with adequate postage, and sent by registered or certified mail with return receipt requested, to the appropriate party, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail, or other overnight delivery service for next-day

delivery:

COUNTY:	AGENCY:
County Administrator	Chad Williams
221 Palafox Place (32502)	Affiliated Creditors, Inc.
PO Box 1591	176 Thompson Lane
Pensacola, Florida 32591-1591	Nashville, TN 37211

6.11 Data Link Up: Agency shall establish a data linkup, which will allow County access to information on all accounts indicating the collection efforts made, arrangements established, and monies received.

At its own expense, Agency shall provide, install and maintain a personal computer (PC) and modem for access to Agency's system. The PC will be placed at a location determined by the County Administration.

All information will be noted on the accounts placed for collection including financial notes, letter notes, telephone conversation notes, and skiptracing notes. Training on the use of the system will be provided to County personnel upon request. Agency will bear all associated costs including standard resources, hardware, software, installation and training.

6.12 Effective Date; Duration:

(a) This Agreement shall begin on the date established by the Board of County Commissioners and continue in effect for a period of twelve (12) months. This Agreement may be extended by the County in whole or in part for two additional one (1) year periods, up to a maximum of thirty six (36) months. The County may indicate extend this Agreement by providing written notice to the Agency no later than thirty (30) days before the expiration of the Agreement's initial one year (1) term.

(b) The parties understand and agree that at the expiration of this Agreement or any extension thereto, the County shall in no way be further obligated to Agency and shall not be impaired from negotiating with and contracting with any other publicly or privately-owned entity wishing to offer collection services to County.

(c) Pursuant to the requirements of Florida law and Ordinance 96-36 of Escambia County, the County's performance and obligation to fund this Agreement shall be contingent upon a continued annual appropriation by the Escambia County Board of County Commissioners.

6.13 Records: Agency shall maintain records as provided below:

(a) Record Retention and Inspection: Agency agrees that the County Administrator or any duly authorized representative without advance notice shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent

transaction, activity, time cards, or other records relating to this Agreement during normal working hours. Such material, including all pertinent cost, accounting, financial records and propriety data, must be kept and maintained by Agency for a period of seven (7) years after completion of this Agreement unless County's written permission is given to dispose of material prior to this time.

(b) Files and Records: Agency shall maintain a file on each account containing a record of any and all phone calls, letters, and any other contacts made with the client or third party regarding an account. All such records shall be made available by Agency at a mutually agreeable location in Escambia County, during the County's normal business hours to representatives of the County for purposes of inspection or audit.

(c) Audit Settlement: If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of County conduct an audit of Agency regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than commission paid or owed by County to Agency, then Agency agrees that the difference shall be either; (1) repaid forthwith by Agency to County by cash payment, or (2) at the County's option, credited against any future commission to be paid hereunder to Agency. In addition, Agency shall bear the cost of the audit, including personnel costs, up to the amount of the discrepancy. If such audit finds that County's dollar liability for services provided hereunder is more than fees paid by County to Agency, then the difference shall be paid to Agency and the County will bear its own costs in conducting the audit.

6.14 Credit Reports: If mutually agreed upon by Agency and County, Agency shall report particular accounts or categories of accounts to participating credit bureaus, provided however, Agency need not take any such action it deems unlawful or actionable and shall retain the responsibility of determining the propriety of such acts.

6.15 Attachment: Agency may utilize the attachment process to enforce a judgment or collect an assigned amount.

6.16 Referral Discretionary: It shall be in County's discretion to refer or not to refer accounts to Agency. The existence of this Agreement does not in any way constitute a guarantee of referrals for collection by Agency, and County retains the option to collect its own debts.

6.17 Construction: This Agreement is a result of lengthy negotiation between the parties hereto. The parties agree that any common law principle requiring that an ambiguous term be construed against the drafter shall not apply. Florida Law shall govern the rights between the parties.

ARTICLE 7

7.1 Hold Harmless and Indemnification:

(a) Hold Harmless: Agency shall hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims suits, actions, damages, penalties, interest, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the negligent performance of this agreement by the Agency. 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.

(b) Indemnification: Agency 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 as described in the Hold Harmless paragraph. 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.

ARTICLE 8
Insurance Requirements

8.1 Standard Insurance Requirements and Certificates: This offer contained 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, but certificates indicating that the insurance is currently carried, or a letter from the carrier indicating upgrade availability will speed the review process.

County Insurance Required:

The contractor shall procure and maintain the following described insurance, except for coverage(s) specifically waived by the County, on policies and with insurers with an A.M. Best rating and financial rating guide, 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 subcontractors(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 coverage( )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.

Required insurance shall be documented in certificates of insurance that reflects Escambia County as certificate holder. Required insurance shall be documented in certificates of insurance that reflects Escambia County as certificate holder. The insurance coverage's and limits required must be evidenced by properly executed certificates of insurance submitted to Michael Weaver, Bureau Chief, Public Safety, 6575 N. "W" Street, Pensacola, FL 32505, prior to commencement of work hereunder. Certificates of Insurance must expressly evidence that the Contractor's policies have been endorsed to give Escambia County at least thirty (30) days advance notice before any cancellation or reduction in insurance coverage takes effect. All liability coverage shall be through carriers licensed to do business in the State of Florida.

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 Florida Statutes.

Contractor shall also purchase any other coverage(s) 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

Contractor shall maintain a commercial general liability insurance policy with minimum limits of coverage in the amount of One Million Dollars ($1,000,000), per occurrence/aggregate, including coverage parts of bodily injury, personal injury and death, broad form property damage, blanket contractual liability covering the contract, independent contractors, premises/operations, products and completed operations, and fire legal liability.

Contractor shall maintain a professional liability insurance policy with One Million Dollars ($1,000,000) minimum limits.

Business Auto Liability Coverage

Contractor shall maintain an automobile liability insurance policy with One Million Dollars ($1,000,000), minimum combined single limits per occurrence for bodily injury, property damage, and death, arising out of ownership or use of any vehicles including owned, non-owned and hired vehicles and employee non-ownership use used by the contractor.

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 coverage(s). Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent

and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

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

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 County Administrator, authorized to execute same by Board action on the __ day of _____, 2014 and Affiliated Creditors, Inc., by and through its CEO.

Approved as to form and legal sufficiency.

By/Title: _____

Date: 12/16/13

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners signing by its County Administrator.

_____
Witness

_____
George Touart, Interim County Administrator

_____
Witness

Date: _____

AGENCY:
Affiliated Creditors, Inc.

By: _____
Chad Williams, CEO

ATTEST:

_____
Corporate Secretary

(Corporate Seal)

ATTACHMENT A

PART IV **SCOPE OF WORK**

4-1 OBJECTIVE

The County's objective in requesting this Bid is for the collections of unpaid ambulance billing accounts referred by Escambia County Public Safety, Division of Emergency Medical Services (EMS), Escambia County, Florida.

4-2 TECHNICAL REQUIREMENTS

4.2.1 The contractor shall promptly undertake, through ethical and lawful means, the collection of the accounts referred, with particular attention to the Consumer Credit Protection Act, The Fair Credit Reporting Act, The Fair Debt Collection Practices Act, and all other laws applicable to this type of activity.

4.2.1.1 Escambia County Public Safety/EMS will notify the contractor of any direct payments and will credit the contractor with the contractual rate for all such direct payments collected after the contractor begins active collection efforts. The County will, upon request, verify payments on specific accounts and credit the contractor as specified above.

4.2.1.2 The contractor shall suspend collection efforts on any account referred for collection upon written notice to do so by Escambia County Public Safety/EMS, and Escambia County Public Safety/EMS may recall any referred account, at no cost to the County, except the fees earned prior thereto.

4.2.1.3 The contractor shall retain all accounts until the end of the current contract, unless specific accounts are requested to be returned to the County. Such returns shall be made in a format acceptable to the County, to include an electronic transfer format, and all cost associated with the contractors ability to return these accounts in an acceptable format shall be borne by the contractor. At the request of the Escambia County Public Safety/EMS division, the contractor shall document its effort to collect any specific amount.

4.2.1.4 The contractor shall not have the right to refuse to collect any account Emergency Medical Services refers to the contractor.

4.2.2 The contractor shall maintain adequate records of the services performed, revenues collected and remitted to the County for audit by the County and all such records shall be available for inspection and audit, without prior notice, by the internal auditor of Escambia County, Florida. Such files contain records of collection efforts made by the contractor and other pertinent information.



4.2.3 Escambia County, Florida shall have the right to prescribe forms which the contractor shall use to report collection and status of accounts. The contractor's proposal shall include proposed reports and the desired schedule for furnishing each. Minimum report requirements are shown below:

4.2.3.1 The following information shall be submitted quarterly:

A list in last name sequence of all open accounts indicating the status. This report will indicate adjustments to each account as requested by the Escambia County Public Safety/EMS Division. Skip tracing activities and results shall be included.

4.2.3.2 The following information shall be submitted at least monthly:

1) A list in last name sequence of all payments since the previous report.

2) A list of accounts against which collection efforts have begun, including recommended actions to be taken regarding problem collection accounts.

3) A Recovery Analysis Report showing at a minimum the historical monthly collections of accounts over a two year period, average age of accounts at turnover by month of turnover, collections current month on aged accounts, collections to date on aged accounts, collections for current month on current placements, percentage collections on aged and new turnover, and overall collection dollars and percentages.

4.2.4 The contractor will not initiate any form of legal action without the expressed written consent of Escambia County. Where legal action is necessary, the County will provide witnesses, certified copies of official records and other documentation required for prosecution.

The contractor shall be solely responsible for all cost or expenses, including, but not limited to, attorney fees and court costs incurred by the contractor in the collection of the referred accounts.

4.2.5 The contractor shall possess the following credentials:

1) Satisfactorily completed at least one year of ground ambulance billing prior to being awarded this contract.

2) Ability to accept electronically, medical accounts referred by the County in accordance with the specifications detailed in Attachment B.

3) Ability to bill commercial insurances in a valid 5010 electronic format.

4) Ability to comply with all HIPAA requirements, allowing the County to perform a Risk Assessment audit at any time with or without advanced notice.

5) Ability for the County to securely view account activity remotely.

4.3 SECONDARY PLACEMENT BID PERCENTAGE:

Second Placement accounts are those that have received collection services outside of Escambia County's EMS Billing Office, to include those accounts that were not collectable by our current third party collection agency.
Percentage Amount of Revenue collected shall be **30%.**

4.4 EARLY-OUT PATIENT PAY BID PERCENTAGE:

Early-out patient pay accounts are those that the Escambia County EMS Billing Office has determined to be Patient Responsible for payment. These accounts will be aged for no more than 60 days from our date of service upon referral date. If the bidder determines these accounts to be unresponsive to payment requests, the account can be rolled into a First Placement account, as detailed above, not before 60 days. The Early-out patient pay accounts are submitted at the discretion of Escambia County's EMS Billing Office.

Percentage Amount of Revenue collected shall be 10%.

4.5 EXPERIENCE AND QUALIFICATIONS

The firms responding to the ITB shall have the following qualifications and experience and provide the appropriate documentation with your bid:

Extensive experience in conducting similar tasks for similar projects. Provide a minimum of three (3) references, provide all the appropriate licenses, certifications, including a copy of a Certificate to do Business in the State of Florida, and any and all relevant documentation that qualifies your firm as a professional collection agency.

One (1) or more year(s) experience in collecting for ambulance provider. Substantiate your good working knowledge of any other Federal, State or local laws that apply to your profession and the County's project.

Documentation

ZOLL Data Systems

A subsidiary of ZOLL Medical Corporation

ATTACHMENT B
ZOLL DATA SYSTEMS
COLLECTION AGENCY ECM DESCRIPTION OF OUTPUT

Collection Agency ECM

Description of output

Document updated: November 22, 2013
RescueNet Billing file name: GenColAg

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Configuring the Collection Agency ECM 1
Basic or detailed 1
ASCII file data layout - basic 2
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Delimiters 3
Records 3
Example 11

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RescueNet

Documentation

ZOLL Data Systems

Configuring the Collection Agency ECM

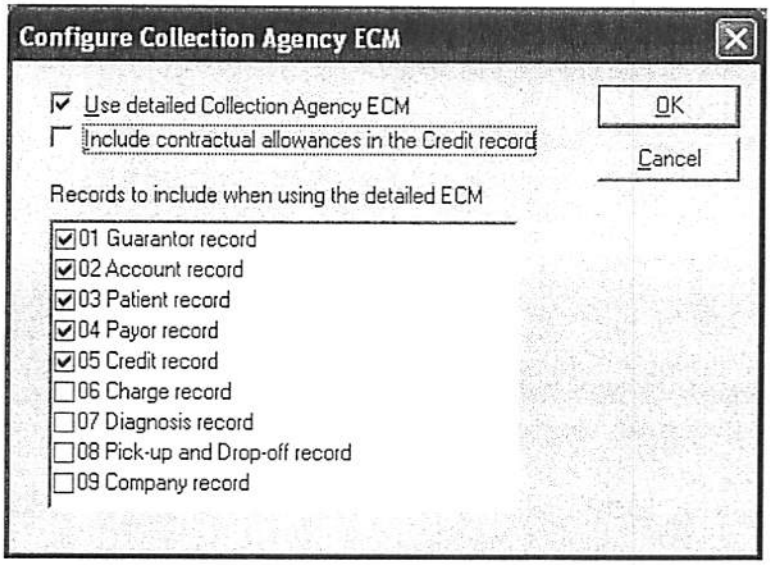
You can use the Collection Agency ECM to create an export file from RescueNet Billing for use by a collection agency. The export file is an ASCII file that can be transmitted via modem, email, BBS, or diskette to the collection agency.

You can generate either a basic or detailed set of data.

Basic or detailed

By default, this ECM generates a basic set of data

1. If you want to generate a detailed set of data, select the **Use detailed standard collection ECM** option.



2. To include contractual allowances in the calculation of the value in the Other Credits field on the output, select **Include contractual allowance in the Credit record**.
3. Select the records you want to have included on the output.

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ASCII file data layout - basic

Record Length = 2,339 bytes. Each line is followed by a carriage return + line feed combination.

Field	Start	Length	Notes
Debtor Name	1	30	Responsible party. (Format) Last, First
Address	31	30	
Address 2	61	30	
Address 3	91	30	
City	121	15	
State	136	3	
Zip	139	9	No punctuation
Phone	148	10	No punctuation
Transport Reference #	158	20	Unique run number of the Trip (Format) YY-[run number]
Patient Name	178	30	Customer's name. (Format) Last, First
Date of Last Charge	208	8	(Format) MMDDYY only 6 used. This is also the Trip Date. Field is left justified.
Date of Last Payment	216	8	Field is left justified.
Amount Due › Assigned	224	9	(Format) 2 decimal places - zero filled. 000012300 = $123.00
Date of Birth	233	8	(Format) MMDDYY only 6 used. (Debtor). Field is left justified.
SSN	241	9	(Debtor)
Blank	250	30	Always left blank
Employer	280	30	(Debtor)
Relation To Patient	310	30	Self, Spouse, Child, or Other
RFU (2000 characters)	340	2000	Reserved for Future Use

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ASCII file data layout - detailed

Important! On 9/7/2005, a special forms update was released (for 3.80, special forms update version 3.8.0.1111 or later; for 3.70, special forms update version 3.7.3.632 or later). The update changes to the way pick-up and drop-off address information is output in record 08 of the detailed Collection Agency ECM.

Previously, the number of fields output in record 08 depended on whether the addresses include Apt/Ste/Rm address information. Now, if an address doesn't include Apt/Ste/Rm address information, that field will be output as blank. So the number of fields output in record 08 will always be 13.

You must inform your collection agency of this format change to ensure that they can successfully interpret address records you send using this new format.

Delimiters

Each field is delimited by an asterisk (*), including the last field of each record. Each record is delimited by a line feed.

Records

01	Guarantor Record	One per claim
02	Account Record	One per claim
03	Patient Record	One per claim
04	Payor Record	Zero, one, or multiple per claim
05	Credit Record	One per claim
06	Charge Record	One per charge
07	Diagnosis Record	One per complaint
08	Pick-up and Drop-off Record	One per claim
09	Company Record	One per claim

Field description	Value in RescueNet Billing
01 – Guarantor Record	
Record ID	Always "01"

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Field description	Value in RescueNet Billing
Guarantor Last Name	The last name of the guarantor for the patient; in other words, the guarantor of the Bill Patient-type payor. Source: Customer › Bill Patient type › Guarantor.
Guarantor First Name	The first name of the guarantor for the patient; in other words, the guarantor of the Bill Patient-type payor. Source: Customer › Bill Patient type › Guarantor.
Guarantor Middle Initial	The middle initial of the guarantor for the patient; in other words, the guarantor of the Bill Patient-type payor. Source: Customer › Bill Patient type › Guarantor.
Guarantor Street Address	The guarantor street address 1. Source: Customer › Bill Patient type › Guarantor › Permanent or residence address 1.
Guarantor Street Address 2	The guarantor street address 2 (Apt, Suite, etc) Source: Customer › Bill Patient type › Guarantor › Permanent or residence address 2.
Guarantor City	The guarantor city Source: Customer › Bill Patient type › Guarantor › Permanent or residence city.
Guarantor State	The guarantor state Source: Customer › Bill Patient type › Guarantor › Permanent or residence state.
Guarantor Zip Code	The guarantor ZIP Code Source: Customer › Bill Patient type › Guarantor › Permanent or residence ZIP Code.
Guarantor Phone Number	The guarantor phone number. Source: Customer › Bill Patient type › Guarantor › Phone Number. Format: 9999999999 (area code + phone number, no spaces).
Guarantor Date Of Birth	The guarantor date of birth. Source: Customer › Bill Patient type › Guarantor › Date of Birth. Format: MMDDCCYY.

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Field description	Value in RescueNet Billing
Guarantor Social Security Number	The guarantor social security number. Source: Customer › Bill Patient type › Guarantor › Social Security Number Format: 999999999.
Guarantor Employer	The name of the guarantor's employer. Source: Customer › Bill Patient type › Guarantor › Employer Name.
Relationship of Patient to Guarantor	The relationship of the patient to the guarantor in the Bill Patient-type payor for the patient. Source: Customer › Bill Patient type › Guarantor relationship Format: 1 = Self; 2 = Spouse; 3 = Child; 4 = Other.
02 – Account Record	
Record ID	Always "02"
Account Number	The 2-digit year plus the run number. Format: YY99999999.
Amount Paid by Patient	The total amount of any Payment-type (Credit As) credits that have been posted for the Bill Patient-type payor. Format: If amount is a whole dollar amount, the decimal point and decimal places are not output.
Date of Payment by Patient (if applicable)	The date of the most recent payment from Amount Paid by Patient field, if applicable. Source: Trip › Credits › Payment-type (Credit As) credits that have been posted for the Bill Patient-type payor › Deposit date Format: MMDDCCYY.
Date of Service	The trip date. Format: MMDDCCYY.
Total Charge	The total of all charges on all legs of the claim being sent to collection. Source: Trip › Charges › Total of all charges on all legs. Format: If amount is a whole dollar amount, the decimal point and decimal places are not output.

Field description	Value in RescueNet Billing
03 - Patient Record Some of the information might be left blank if the guarantor' relationship to the patient is SELF.	
Record ID	Always "03"
Patient Last Name (only if relationship to patient is other then SELF)	Source: Customer › Last Name.
Patient First Name (only if relationship to patient is other then SELF)	Source: Customer › First Name.
Patient Middle Initial (only if relationship to patient is other then SELF)	Source: Customer › Middle Initial.
Patient Street Address (only if relationship to patient is other than SELF)	The customer street address 1. Source: Customer › Permanent or residence address 1.
Patient Street Address 2 (only if relationship to patient is other than SELF)	The customer street address 2 (Apt, Suite, etc). Source: Customer › Permanent or residence address 2.
Patient City (only if relationship to patient is other than SELF)	The customer city. Source: Customer › Permanent or residence city.
Patient State (only if relationship to patient is other then SELF)	The customer state. Source: Customer › Permanent or residence state.
Patient Zip Code (Only if relationship to patient is other than SELF)	The customer ZIP Code. Source: Customer › Permanent or residence ZIP Code.
Patient Phone Number (Only if relationship to patient is other than SELF)	The customer phone number. Source: Customer › Phone Number. Format: 9999999999 (area code + phone number, no spaces).
Patient Date of Birth (Only if relationship to patient is other than SELF)	Source: Customer › Date of Birth Format: MMDDCCYY.

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Field description	Value in RescueNet Billing
Patient Social Security Number (Only if relationship to patient is other than SELF)	Source: Customer › Social Security Number. Format: 999999999 (no dashes).
Deceased status of Patient	This field indicates whether the patient is deceased. Source: Customer › Deceased › Yes or No. Format: 0 = Not deceased; 1 = Deceased.
Deceased date	If the patient is deceased, then the date the patient deceased. Otherwise, left blank. Source: Customer › Deceased date.
04 – Payor Record The patient's payor information is output in this record. The details are output for every Medicare-, Medicaid-, or Insurance-type payor, in the order they appear in the customer's list of payors.	
Record ID	Always "04"
Payer Billing Description	Source: Customer › Payer › Billing Description.
Payer Address	Source: Customer › Payer › Address 1.
Payer City	Source: Customer › Payer › City.
Payer State	Source: Customer › Payer › State.
Payer Zip Code	Source: Customer › Payer › Zip Code.
Recipient ID	Source: Customer › Payer › ID number.
Recipient Group	Source: Customer › Payer › Group information.
Payment from this Payor	The total of all Payment-type (Credit As) credits on all legs of the trip that have been by this payor toward the claim being submitted. Source: Trip (all legs) › Payment credits for this payor.
Payment Date for Payment	If at least one payment was made by this payor, the most recent payment date (deposit date) is output. Otherwise, left blank. Source: Trip › Credits › Payment deposit date for most recent payment, if applicable. Format: MMDDCCYY.

Field description	Value in RescueNet Billing
05 – Credit Record This record contains additional credit information, including any credits with Credit as types of Revenue Adjustment or Write-off that have been applied to the trip.	
Record ID	Always "05"
Other Credits toward Balance	The total of all other Revenue Adjustment or Write-off credits. Format: If amount is a whole dollar amount, the decimal point and decimal places are not output.
Balance Due	The total of all charges on all legs minus all credits. Format: If amount is a whole dollar amount, the decimal point and decimal places are not output.
06 – Charge Record An 06 record is output for each charge on the trip.	
Rec ord ID	Always "06"
HCPCS Code	If there is an override HCPCS code associated with the charge at the charge level, it is output. Otherwise, if a default HCPCS code is associated with the charge at the trip level, it is output. Otherwise, an asterisk is output. Override HCPCS source: Call Taking › 3 - Billing tab › Charges › Edit › Override HCPCS. Default HCPCS source: Call Taking › 3- Billing tab › Charges › HCPCS.
HCPCS Description	The charge description is output. Source: Call Taking › 3 - Billing tab › Charges › Charge.
Amount	The gross amount of the charge (contractual allowance amounts or payments associated with the charge are NOT subtracted). Format: If amount is a whole dollar amount, the decimal point and decimal places are not output. Source: Call Taking › 3 - Billing tab › Charges › Price.

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Field description	Value in RescueNet Billing
Quantity	The number of units associated with the charge. Source: Call Taking › 3 - Billing tab › Charges › Qty.
07 – Diagnosis Record An 07 record is output for each complaint on the trip; however, any duplicates are disregarded. For example, if the same complaint is added to both the A and B legs of a trip, it is only output once.	
Record ID	Always "07"
ICD-9 Code	The ICD-9 code for the complaint is output. If there is a decimal included in the ICD-9 code, it is included in the output. Source: Call Taking › 2 – Medical tab / Complaints / ICD-9
ICD9 Description	The description of the complaint. Source: Call Taking › 2 - Medical tab › Complaints.
08 – Pick-up and Drop-off Record	
Record ID	Always "08"
Pick-up Facility Name	If the pick-up facility is the customer's residence, "Residence" is output. If the pick-up facility is the scene of an accident, an asterisk is output. Otherwise, the facility name is output. Source: Call Taking › 1 - Service tab › Pick-up › Facility.
Pick-up Facility Address	If the pick-up facility is the customer's residence, an asterisk is output. The facility street address is output, followed by an asterisk. If there is an Apt., Suite, or Room associated with the facility's address, it is output, followed by an asterisk. If there is no Apt., Suite, or Room associated, just the asterisk is output. Source: Call Taking › 1 - Service tab › Pick-up › Address, Apt, Ste, Rm.

12202 Airport Way, Suite 300
Broomfield, CO 80021 USA
Tel: (303) 801-0000
Fax: (303) 801-0001
www.zolldata.com
Latest docs: www.zolldata.com/documentation/

RescueNet

Field description	Value in RescueNet Billing
Pick-up Facility City	If the pick-up facility is the customer's residence or there is no city associated with the facility, an asterisk is output. Otherwise, the facility city is output. Source: Call Taking › 1 - Service tab › Pick-up › City.
Pick-up Facility State	If the pick-up facility is the customer's residence, or there is no state associated with the facility, an asterisk is output. Otherwise, the facility state is output. Source: Call Taking › 1 - Service tab › Pick-up › State.
Pick-up Facility ZIP Code	If the pick-up facility is the customer's residence, or there is no ZIP Code associated with the facility, an asterisk is output. Otherwise, the facility ZIP Code is output. Source: Call Taking › 1 - Service tab › Pick-up › ZIP.
Drop-off Facility Name	If the drop-off facility is the customer's residence, "Residence" is output. If the drop-off is neither the customer's residence, nor a facility, an asterisk is output. Otherwise, the facility name is output. Source: Call Taking › 1 - Service tab › Drop-off › Facility.
Drop-off Facility Address	If the drop-off facility is the customer's residence, an asterisk is output. The facility street address is output, followed by an asterisk. If there is an Apt., Suite, or Room associated with the facility's address, it is output, followed by an asterisk. If there is no Apt., Suite, or Room associated, just the asterisk is output. Source: Call Taking › 1 - Service tab › Drop-off › Address, Apt, Ste, Rm.
Drop-off Facility City	If the drop-off facility is the customer's residence or there is no city associated with the facility, an asterisk is output. Otherwise, the facility city is output. Source: Call Taking › 1 - Service tab › Drop-off › City.

Field description	Value in RescueNet Billing
Drop-off Facility State	If the drop-off facility is the customer's residence, or there is no state associated with the facility, an asterisk is output. Otherwise, the facility state is output. Source: Call Taking › 1 - Service tab › Drop-off › State.
Drop-off Facility Zip Code	If the drop-off facility is the customer's residence, or there is no ZIP Code associated with the facility, an asterisk is output. Otherwise, the facility ZIP Code is output. Source: Call Taking › 1 - Service tab › Drop-off › ZIP
09 – Company Record	
Record ID	Always "09"
Company Name	Company name is output. Blank if company name is left blank. Source: Call Taking › 1 – Service tab › Company
Company Address Line 1	Address configured in Pay-to button or Edit company dialog in administration.
Company Address Line 2	Address configured in Pay-to button or Edit company dialog in administration.
Company City	City configured in Pay-to button or Edit company dialog in administration.
Company State	State configured in Pay-to button or Edit company dialog in administration.
Company ZIP	ZIP configured in Pay-to button or Edit company dialog in administration.
Company Phone Number	Phone number configured for company in administration.

Example

01*Parsons*Casey**1800 38th Street*Suite 200*Boulder*CO*80301*3038010000*04181968*123456789*Pinpoint Technologies*1*

02*019999999*600.95*12152001*12012001*1250*

03**********0**

04*Medicare*1215 Main Street**Boulder*CO*80301*12345*1234*125.05*12122001*

05*175.50*310.75*

06*A0123*BLS Base Rate*200.50*1*

06*A0456*BLS Mileage*50*5*
07*478.1*Nose Pain*
07*784.7*Nosebleed*
08*Residence*****Boulder Community Hospital*2000 Broadway*Boulder*CO*80303
09*My Company*1 Main Street*Suite 100*Boulder*CO*80301*(303) 801-1000 Ext. 123*

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5490 **County Administrator's Report 9. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/02/2014
Issue: Purchase of Two Vehicles for Facilities Management VE 13-14.001
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Two Vehicles for the Facilities Management Department, VE 13-14.001 - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off of the State of Florida Term Contract #071-000-14-1, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and award a Purchase Order for two 2014 Ford Super Duty F-250 2WD SuperCab (X2A), for the Facilities Management Department, to Alan Jay Ford Lincoln Mercury, Inc., in the amount of $56,829.20, according to specifications VE 13-14.001.

[Funding: Fund 352, LOST III, Cost Center 110267, Object Code 56401, Project #14PF2638, Libraries/Community Centers]

BACKGROUND:

In accordance with Board policy adopted on September 16, 2013 regarding the posting of pending vechicle and equipment purchases sourced from State of FloridaTerm Contracts, Federal Schedules or other Purchasing Cooperative contracts sanctioned for use by Escambia County, Florida Board of Commissioners to allow for local vendors to make offers that meet or beat the stated purchase price, specifications for VE13-14.001 Facilities Maintenance Vehicle Purchase #1 was posted beginning November 13, 2013 for a period of 30 days. The posting on the Escambia County website at http://myescambia.com/business/pending-vehicle-and-equipment-purchases was based on pricing obtained from Hub City Ford and the State of Florida Term Contract #02-071-000-S which expired prior to the time of the actual purchase. No other quotes were received on this posting. The current low bidder for the model specified on the State of Florida term Contract #071-000-14-1 is Alan Jay Ford Lincoln Mercury.

BUDGETARY IMPACT:

Funding: Fund 352, LOST III, Cost Center 110267, Object Code 56401, Project #14PF2638, Libraries/Community Centers

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL Code of Ordinaces, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and Award a Purchase Order.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Alan Jay State Contract Quote

UE
13-14-001

ALAN JAY FLEET SALES

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Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-991-4693 FAX 863-402-4221		Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200

QUICK QUOTE SHEET

FOR VEHICLES FROM STATE CONTRACT

REQUESTING AGENCY: ESCAMBIA COUNTY
ORIGINAL QUOTE DATE: 12/8/2013 REVISED QUOTE DATE: 12/11/2013
CONTACT PERSON: TERRY GRAY
PHONE NUMBER: 850-937-2123 CELL 850-554-2912
FAX NUMBER: 850-937-2129 EMAIL twgray@myescambia.com

Florida State Term Contract No. 071-000-14-1 Motor Vehicles http://www.myfloridamarketplace.com

MODEL: F-250 (X2A) SPECIFICATION # 071-511-91 LINE 493

2014 Ford Super Duty F-250 2WD SuperCab 158" XL (X2A)
***All vehicles will be ordered white w/ darkest interior*
*Unless **Clearly** stated otherwise on purchase order.*

		BASE PRICE:	BASE PRICE LESS CREDITS
BASE PRICE:		$20,218.00	$20,218.00

FACTORY OPTION	DESCRIPTION	MSRP	COST AFTER CREDITS
	EXTERIOR COLOR WHITE W/ DARKEST INTERIOR AVAILABLE	$230.00	$202.40
X3E	LIMITER SLIP	$390.00	$343.20
52B	ELECTRIC BRAKE CONTROL		$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
	TOTAL FACTORY OPTIONS	$620.00	$545.60
	MSRP DISCOUNT 12.00%	*$74.40*	
	ADJUSTED FACTORY OPTIONS	$545.60	$545.60
696J	KNAPHEID 8 FT UTILITY BODY	$5,588.00	$5,588.00
	KARGO MASTER LADDER RACK (PRO I) WHITE	$1,325.00	$1,325.00
CLIVWC	EX HD TRAILER PKG W/DRAWBAR & 2 5/16's BALL	$738.00	$738.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
PULSE	THIRD BRAKE LIGHT SAFETY FLASHER DECLINED		$0.00
TEMP	TEMP TAG	INCL	INCL
	EXTENDED WARRANTY DECLINED	$0.00	$0.00
	TOTAL COST:	$28,414.60	$28,414.60
	YES WE TAKE TRADE INS		$0.00
	TOTAL COST LESS TRADE IN(S): QTY 2 =		$56,829.20

AFTERMARKET OPTIONS

Comments:

Alan Jay Chevrolet Cadillac, Inc. FEID #65-0211404 / Alan Jay Pontiac Buick GMC, Inc. FEID # 59-3533028
Alan Jay Ford Lincoln Mercury, Inc. FEID # 20-5996360 / Alan Jay Chrysler Jeep, Inc. 65-0558530
Alan Jay Import Center, Inc. d/b/a Alan Jay Toyota FEID # 59-3533026 / Alan Jay Nissan, Inc. FEID #76-0833978
Saturn of Sebring, Inc. 59-3533024

VEHICLE QUOTED BY: Scott Wilson, Fleet Sales Manager Scott.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors of changes, please feel free to contact me at any time. I am always happy to be of assistance.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5496 **County Administrator's Report 9. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/02/2014
Issue: Beulah Road Resurfacing PD 13-14.004
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Beulah Road Resurfacing - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to Midsouth Paving, Inc., for the Beulah Road Resurfacing, PD 13-14.004, in the amount of $1,274,541.15.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #14EN2615]

BACKGROUND:

The solicitation was advertised in the Pensacola News Journal and three bids were received.

BUDGETARY IMPACT:

Funding: Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project #14EN2615

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney's Standard Form of Contract will be used.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County Fl., Code of Ordinance, Chapter 46, Arrticle II, Purchases and Contracts. This recommendation is in compliance with the Escambia County Fl., Code of Ordinance, Chapter 46, Arrticle II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the Contract and Purchase Order.

Attachments

Bid Tab

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: Beulah Road Resurfacing BID # PD 13-14.004								
Bid Opening Time: 3:00 pm CST Bid Opening Date: 12/11/2013 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknowl.	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn StatementPursuant to Section 287.133(3)(a), FL Statutues on Entity Crimes	Grand Total
Midsouth Paving Inc	Yes	Yes	Yes	Yes	Yes	Yes	N/A	Yes	$1,274,541.15
Roads Inc of NWF	Yes	Yes	Yes	Yes	Yes	Yes	N/A	Yes	$1,585,703.82
Panhandle Grading & Paving Inc	Yes	Yes	Yes	Yes	Yes	Yes	N/A	Yes	$1,513,628.50
BIDS OPENED BY:	Joe F. Pillitary, Jr., Purchasing Coordinator DATE: 12/11/2013								
BIDS TABULATED BY:	Angie Holbrook, SOSA DATE: 12/11/2013								
BIDS WITNESSED BY:	Angie Holbrook, SOSA DATE: 12/11/2013								

CAR **BOCC**
DATE 01/02/2014 **DATE 01/02/2014**

The Purchasing Chief/Designee recommends to the BCC: To award an Indefinite, Indefinite Delivery Contract to Midsouth Paving, Inc. for a total amount of $1,274,541.15

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Notes: _____

Posted @ 2:30 p.m. CST on 12/13/2013

JFP/abh

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5481 **County Administrator's Report 9. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/02/2014
Issue: Contract Award for PD 13-14.006, Roadway Materials Pricing Agreement
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Roadway Materials Pricing Agreement - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 13-14.006, Roadway Materials Pricing Agreement, to McDirt Industries, Inc., Roads, Inc., of NWF, Panhandle Grading & Paving, Inc., and Midsouth Paving, Inc., based on the pricing provided, for a term of 12 months with options for 2 additional 12-month periods, up to a maximum term of 36 months.

[Funding: Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Various Projects, $850,000; Fund 181, "Master Drainage Basins," Cost Center 210719-210736, Object Code 56301, $50,000; Fund 175, "Transportation Trust Fund," Cost Center 210402, Object Code 55301, $300,000; Fund 401, Solid Waste Management Fund, Cost Center 230306 (Recycling), Object Code 55301, $50.000; Fund 401, Solid Waste Management Fund, Cost Center 230309 (Closed Landfills), Object Code 55301, $50,000; Fund 401, Solid Waste Management Fund, Cost Center 230314 (Operations), Object Code 55301, $200,000; Fund 401, Solid Waste Management Fund, Cost Center 230315 (Projects), Object Code 55301, $500,000]

BACKGROUND:

Invitations to Bid, PD 13-14.006, Roadway Materials Pricing Agreement, were publicly noticed on Monday, November 18, 2013 to 31 known providers. Bids were received from 4 providers on Tuesday, December 10, 2013.

BUDGETARY IMPACT:

Funding:
Fund 352 "LOST III", Cost Center 210107, Object Code 56301, Various Projects, $850,000.
Fund 181 "Master Drainage Basins", Cost Center 210719-210736, Object Code 56301, $50,000.
Fund 175 "Transportation Trust Fund" Cost Center 210402, Object Code 55301, $300,000.
Fund 401 Solid Waste Management, Cost Center 230306 (Recycling), Object Code 55301, $50.000.
Fund 401 Solid Waste Management, Cost Center 230309 (Closed Landfills), Object Code 55301, $50,000.
Fund 401 Solid Waste Management, Cost Center 230314 (Operations), Object Code 55301,

$200,000.
Fund 401 Solid Waste Management, Cost Center 230315 (Projects), Object Code 55301, $500,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Solicitation, Offer and Award Pricing agreement will be used.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Bid Tabulation

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	**DESCRIPTION:** Roadway Materials Pricing Agreement **SOLICITATION:** PD 13-14.006						
Bid Opening Time: 2:00p.m., CST **Opening Date:** 12/10/2013 **Opening Location:** Rm 11.407 **NAME OF BIDDER**	**Solicitation Offer & Bid Form & Addendum #1**	**Bid Bond/ Bid Total**	**Letter from Insurance Carrier as noted in Insurance Requirements**	**Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statues, 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**
McDirt Industries, Inc. 5570 Bellview Ave. Pensacola, FL 32526	X	X	X	X	X	X	X
Roads, Inc. of NWF 106 Stone Blvd. Cantonment, FL 32533	X	X	X	X	X	X	X
Panhandle Grading & Paving, Inc. 2665 Solo Dos Familiaf Pensacola, FL 32534	X	X	X	X	X	X	X
Midsouth Paving, Inc. 4375 McCoy Drive Pensacola, FL 32503	X	X	X	X	X	X	X
BIDS OPENED BY:	Paul Nobles, CPPO, CPPB, Purchasing Coordinator DATE: December 10, 2013						
BIDS NOTED BY:	Marcia G. Dees, Admin. Asst. DATE: December 10, 2013						
BIDS WITNESSED BY:	Liz Bush, Engineering Project Manager DATE: December 10, 2013						

CAR **BOCC**
DATE 01/02/2014 **DATE 01/02/2014**

The Purchasing Manager/Designee recommends to the BCC: To award an Indefinite Quantity, Indefinite Delivery contract to McDirt Industries, Inc., Roads, Inc. of NWF, Panhandle Grading & Paving, Inc., and Midsouth Paving, Inc., for PD 13-14.006, Roadway Materials Pricing Agreement, based on the pricing provided and shall extend for a period of twelve (12) months with the potential to be for additional twelve (12) months periods, up to a maximum thirty-six (36) months renewed upon mutual agreement of both parties.

Pursuant to Section 119.07(3)(M),F.S., all documents relation to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted: 12/10/13 @ 3:15 p.m. CST PRN:mgd

PD 13-14.006, Roadway Materials Pricing Agreement				McDirt Industries, Inc.		Roads Inc. of NWF		Panhandle Grading & Paving, Inc.		Midsouth Paving, Inc.	
Bid Item #	**Description**	**Quantity**	**Units**	**Delivered**	**Supplied**	**Delivered**	**Supplied**	**Delivered**	**Supplied**	**Delivered**	**Supplied**
1	Asphalt Concrete, FC 9.5	up to 20	Ton	N/B	N/B	$118.65	$98.65	$120.00	$115.00	$112.00	$100.00
2	Asphalt Concrete, FC 9.5	21-100	Ton	N/B	N/B	$118.65	$98.65	$95.00	$91.00	$112.00	$100.00
3	Asphalt Concrete, FC 9.5	101-1000	Ton	N/B	N/B	$109.85	$94.85	$85.00	$81.00	$94.50	$82.50
4	Asphalt Concrete, FC 9.5	Over 1000	Ton	N/B	N/B	$94.85	$87.80	$85.00	$81.00	$94.50	$82.50
5	Asphalt Concrete, SP 9.5	up to 20	Ton	N/B	N/B	$64.80	$57.80	$74.80	$60.80	$73.00	$61.00
6	Asphalt Concrete, SP 9.5	21-100	Ton	N/B	N/B	$64.80	$57.80	$64.80	$60.80	$73.00	$61.00
7	Asphalt Concrete, SP 9.5	101-1000	Ton	N/B	N/B	$63.85	$57.90	$64.80	$60.80	$73.00	$61.00
8	Asphalt Concrete, SP 9.5	Over 1000	Ton	N/B	N/B	$63.85	$57.90	$64.80	$60.80	$73.00	$61.00
9	Asphalt Concrete, SP 12.5	up to 20	Ton	N/B	N/B	$69.50	$62.50	$74.80	$60.80	$72.00	$60.00
10	Asphalt Concrete, SP 12.5	21-100	Ton	N/B	N/B	$61.90	$56.45	$64.80	$60.80	$72.00	$60.00
11	Asphalt Concrete, SP 12.5	101-1000	Ton	N/B	N/B	$61.40	$56.45	$64.80	$60.80	$72.00	$60.00
12	Asphalt Concrete, SP 12.5	Over 1000	Ton	N/B	N/B	$61.40	$56.45	$64.80	$60.80	$72.00	$60.00
13	Liquid Asphalt Tack	1	Gallon	N/B	N/B	$10.00	$4.50	$5.50	$4.25	N/B	$5.00
14	#57 Stone	1	Ton	N/B	N/B	$45.00	$38.00	$36.40	$32.40	$42.55	$30.55
15	#67 Stone	1	Ton	N/B	N/B	$45.00	$38.00	$36.40	$32.40	$42.55	$30.55
16	Clean Crushed Concrete, 1 1/2" to Fines, No Rebar or Mesh	1	Ton	$24.00	$19.00	$29.00	$23.00	$19.00	$15.00	$32.00	$20.00
17	Gabion Concrete, 3"-6", No Rebar or Mesh	1	Ton	$35.00	$30.00	$35.00	$30.00	N/B	N/B	N/B	N/B
18	Rip Rap	1	Ton	$40.00	$35.00	$52.10	$44.50	$46.00	$42.00	$61.35	$49.35
19	Used Asphalt Chunks, Clean, No Debris	1	Ton	$17.00	$12.00	$21.88	$16.90	$32.00	$28.00	$32.00	$20.00

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5486 **County Administrator's Report 9. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/02/2014
Issue: Contract Modificaton, PD 02-03.079, Professional Services as Governed by Florida Statute 287.055
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Assignment of Contract PD 02-03.79, Professional Services as Governed by Florida Statute 287.055 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve and authorize the Chairman to execute the Contract Modification, providing for administrative changes to PD 02-03.079, Professional Services as Governed by Florida Statute 287.055, between Escambia County, Florida, and Post, Buckley, Schuh & Jernigan, Inc. (d/b/a PBS&J), changing the name to Atkins North America, Inc.

BACKGROUND:

On October 2, 2003 the County approved a Contract with Post, Buckley, Schuh & Jernigan, Inc. (d/b/a PBS&J). Effective April 1, 2011, Post, Buckley, Schuh & Jernigan, Inc. (d/b/a PBS&J) changed its name to Adkins North America, Inc.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Contract Modification approved by Assistant County Attorney, Kristin Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Contract Modification

ATKINS

Contract Modification

THIS MODIFICATION of CONTRACT, made and entered into this day ___ of _____, 2014 by and between Atkins North America, Inc., formerly PBS&J, Inc. ("Atkins"), and Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("Party") identified herein (Jointly referred to as "Parties") provides for the change described under Item 1 of this Modification.

CONTRACT NUMBER: PD 02-03.79

SHORT TITLE OF CONTRACT: Agreement for Professional Services

1. DESCRIPTION OF MODIFICATION:

Name Change. This Modification is an administrative change to the Contract referenced herein, which both Parties acknowledge that, effective April 1, 2011, Post, Buckley, Schuh & Jernigan, Inc. (d/b/a PBS&J) changed its name to Atkins North America, Inc. ("Atkins"), but it has not changed any other corporate formalities. Accordingly, the Parties agree that no further modification of this Contract previously entered into on or about October 2, 2003, is required to reflect this Name Change.

IN WITNESS WHEREOF, this Modification is accepted on the later date written below, subject to the terms and conditions above stated, and the aforementioned Contract.

Approved as to form and legal sufficiency.

By/Title: _____

Date: 12/9/13

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Lumon J. May, Chairman

_____
Deputy Clerk
(Seal)

ATKINS NORTH AMERICA, INC., formerly PBS&J, Inc.

ATTEST: Corporate Secretary

_____

By: _____

[CORPORATE SEAL]

Title: _____

Date: _____

Distribution: **Copy 1 –** Atkins; **Copy 2** - Party

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5475 **County Administrator's Report 9. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/02/2014
Issue: Change Order to Purchase Order #121557 Atkins North America, Inc. - Mahogany Mill Boat Ramp Project
From: Keith Wilkins, Department Director
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Atkins North America, Inc., for the Mahogany Mill Boat Ramp Project - Keith Wilkins, Community & Environment Department Director

That the Board approve and authorize the Interim County Administrator to execute the following Change Order #2 on Contract PD 02-03.079, "Professional Services," for construction, engineering, inspection (CEI), and project management services related to construction of the Mahogany Mill Boat Ramp Project:

Department:	Community & Environment
Division:	Administration
Type:	Addition
Amount:	$66,260.52
Vendor:	Atkins North America, Inc.
Project Name:	Mahogany Mill Boat Ramp Project
Contract:	PD 02-03.079
PO #:	121557
CO #:	2
Cost Center for CO:	220102
Original Award Amount:	$84,784.16
Cumulative Amount of Change Orders through CO #2:	$66,260.52
New Contract Total:	$151,044.68

[Funding Source: Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Project 08NE0018]

BACKGROUND:

The Mahogany Mill Boat Ramp project was originally planned as a Community Redevelopment Agency and Marine Resources project to be funded through grants, LOST and TIF revenues. The project was proposed and accepted by BP as a Natural Resource Damage Assessment (NRDA) Early Restoration Project. BP is reimbursing county costs for construction management and oversight provided by Atkins. There have been many unexpected complications to construction due to the past industrial nature of the site including massive buried concrete and contamination. Weather delays from the rains this past summer also caused a slowdown of work completion.

Due to the delays associated with the weather and subsurface obstructions, an extension and change order for the Atkins construction management and oversight is necessary to compensate for the extended project completion time period. BP is reimbursing the original construction management and this change order costs.

BUDGETARY IMPACT:

Funds for this project are available from Fund 352, LOST III, Cost Center 220102. The $66,260.52 for CO #2 will be funded through Project 08NE0018, Boat Ramps.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Purchases and Contracts, provides for Board approval of contracts in the amount of fifty thousand dollars ($50,000) or greater.

IMPLEMENTATION/COORDINATION:

Community & Environment, Engineering and Marine Resources staff jointly manage various aspects of the Mahogany Mill Boat Ramp Project and will continue to do so through final completion.

Attachments

Mahog Mill Scope

PO and CO 1

ATKINS

Atkins North America, Inc.
2639 North Monroe Street, Building C
Tallahassee, Florida 32303-4027

Telephone: +1.850.575.1800
Fax: +1.850.575-0105

www.atkinsglobal.com/northamerica

December 1, 2013

Kirk Kassebaum
Program Manager - Bridges, CIP Projects
Engineering, Department of Public Works
3363 West Park Place
Pensacola, FL 32505

RE: CEI for Mahogany Mill Boat Ramp, Escambia County

Dear Mr. Kassebaum:

Atkins North America, Inc. appreciates that opportunity to submit a revised quote for an additional six months of work on the Construction Engineering Inspection for Mahogany Mills Boat Ramp in Escambia County.

The following represents all costs related for the additional work. The backup for these quotes are attached.

Construction, Engineering and Inspection	$66,260.52

We look forward to hearing from you soon. If you need additional information, please do not hesitate to contact me at 850-596-7392.

Sincerely,

Harry L. Wood
Associate Vice President

HLW/lrb

Enclosures

PRODUCTION

Go to DBE sheet

FEE SUMMARY

CREATE TABLES

TEST

CONTRACT DETAIL		CONSULTANT TOTALS	CONTRACT TOTAL
Atkins North America Field Office			
Labor(Unloaded)		$ 27,419.38	
Overhead %	*124.68%*	$ 34,186.48	
Operating Margin %	*12.00%*	$ 3,290.33	
FCCM %	*0.849%*	$ 232.79	
Loaded			
Premium O/T		$ 1,131.54	
Expense %	-		
Other Expense			
CONSULTANT COST:		$ 66,260.52	
SUBCONSULTANTS			
			66,260.52

Updated Info

PROJECT NAME :	Escambia County - Mahongany Mills Boat Ramp
CONTRACT NUMBER :	
AD NUMBER:	
FM NUMBER:	PD10 11 065
AMENDMENT #:	
PLANNED START DATE :	12/1/13
PLANNED END DATE :	5/31/14
PROJECT LENGTH :	6 Mths
Rates/Actuals	RTE

Upload Dist # 3 Seq # 1

Last Update: 6/28/11

AFP Version: 3.5

CONSULTANT INFORMATION

CONSULTANT	FEID	TYPE	OH	FCCM	OMDS	EXP	Multiplier	COMMENTS
Atkins North America Field Office	F590896138	P	124.68%	0.849%	12.00%		237.53%	

Updated Info | Transfer to Salary Analysis

Mid/Yrs: Mid

EMPLOYEE INFORMATION

CONSULTANT	EMPLOYEE NAME	POSITION NAME	#	COMP. ELEMENT	PRO. SALARY	NEGO. SALARY	WEIGHT FACTOR	PROPOSED CLASS AVG.	PROPOSED AVG.	NEG. SALARY					
Atkins North America Field Off	Harry Wood	CEI Senior Project Engineer		Basic Services - L	$ 50.51	$ 50.51		$ 50.51	$ 105.71	$ 50.51	$ -	$ -	$ -	$ -	$ -
Atkins North America Field Off	Kevin Cutting	CEI Senior Inspector/Senior Engineer In		Basic Services - L	$ 21.08	$ 21.08		$ 21.08	$ 44.12	$ 21.08	$ -	$ -	$ -	$ -	$ -
Atkins North America Field Off	Melvin Skipper	CEI Inspector/Engineer Intern		Basic Services - L	$ 22.02	$ 22.02		$ 22.02	$ 46.08	$ 22.02	$ -	$ -	$ -	$ -	$ -
								$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
								$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
								$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
								$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
								$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
								$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
								$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

WORK EFFORT

Updated Info

UNLOADED

Name of Prime Consultant **Atkins North America Field Office**

Consultant	Staff Classification	Element	OT	Midpoint Rate	Midpoint Hours	Midpoint Cost	Rate	Hours	Cost	Rate	Hours	Cost	Rate	Hours	Cost	Rate
Atkins North America Field Off	CEI Inspector/Engineer Intern	Basic Services - LA	☑	$ 22.02	80	$ 1,761.60										
Atkins North America Field Off	CEI Senior Inspector/Senior Engineer Intern	Basic Services - LA	☑	$ 21.08	990	$ 20,869.20										
Atkins North America Field Off	CEI Senior Project Engineer	Basic Services - LA	☐	$ 50.51	50	$ 2,525.50										
			☐													
			☐													
			☐													
			☐													
			☐													
			☐													
			☐													

Updated Info

OVERTIME

CONSULTANT	ELEMENT	Rate	O/T%	Fixed Amount	Straight	Premium
Atkins North America Field Office	Basic Services - LA	$ 22,630.80	10.00%		$ 2,263.08	$ 1,131.54
TOTALS:		$ 22,630.80			$ 2,263.08	$ 1,131.54

PURCHASE ORDER NO. 121557

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
CLERK OF THE COURT & COMPTROLLER
HON. ERNIE LEE MAGAHA
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843
(850) 595-4841

VENDOR
164749
ATKINS NORTH AMERICA INC
2114 AIRPORT BLVD STE 1450
PENSACOLA FL 32504

SHIP TO
COMMUNITY & ENVIRONMENT DEPT.
221 PALAFOX PLACE
PENSACOLA FL 32502
ATTN: SUSAN HOLT (850)595-4579

ORDER DATE: 09/06/12	BUYER: PAUL NOBLES	REQ. NO.: 12001687	REQ. DATE: 08/31/12
TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: PD 02-03.79.25.9.ENG	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	PROVIDE CEI AND PROJECT MANAGMENT SERVICES FOR MAHOGANY MILL BOAT RAMP PROJECT NRDA1201. PER TASK ORDER PD 02-03.79.25.9.ENG (7 PAGE ATTACHMENT). BOCC APPROVED 8/09/12	84784.1600	84,784.16

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	220101	56301	84,784.00	NRDA1201
01	220102	56301	.16	08NE0018

PAGE TOTAL $	84,784.16
TOTAL $	84,784.16

APPROVED BY Charles R. Oliver 9/7/12

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

GENERAL TERMS AND CONDITIONS

1. ENTIRE AGREEMENT - The terms, specifications and drawings included in this order when duly executed constitute the entire agreement between the parties unless otherwise stated on the face of the order. No modification or waiver of terms of this agreement shall be binding unless in writing, signed by a duly authorized representative of the Buyer and confirmed by such a representative of the Contractor. This agreement shall be interpreted in accordance with the laws of the State of Florida.

2. DELIVERIES - INSPECTION AND ACCEPTANCE - Delivery, inspections and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance and any rejections, risk of loss will be on the Contractor unless loss results from negligence of the County. Notwithstanding the requirements for any County inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the County, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications and contract requirements listed herein, including if applicable, the technical requirements for the manufacturer's part number specified herein.

3. DELIVERY OF EXCESS QUANTITIES OF $100 OR LESS - The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the County receives quantities of any item in excess of the quantity called for (after considering any allowable variations in quantity) such excess quantities will be treated as being delivered for the convenience of the Contractor. The County may retain such excess quantities up to $100 in value without compensating the interests herein. Quantities in excess of $100 will at the option of the County either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.

4. DELIVERIES - In the event of failure to deliver material of the quality or within the time specified, the County may cancel order and buy elsewhere. Failure of the County to exercise this options with respect to any installment shall not be deemed a waiver with respect of future installments, if any.

5. DELIVERY TICKETS - All shipments under this agreement shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following minimum information:

1. Name of supplier
2. Purchase Order
3. Date of call
4. Call number
5. Itemized list of supplies or services furnished
6. Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information) and
7. Date of delivery or shipment.

Upon delivery, the receiving officer will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.

6. INSPECTION, ACCEPTANCE AND TITLE - Inspection and acceptance will be at destination unless otherwise provided. Title and risk loss or damage to all items shall be the responsibility of the contract supplier until accepted by the County. The contract supplier shall be responsible for filing, processing and collecting all damaged claims. However, to assist him in the expeditious handling of damaged claim, the County will:

1. Record any evidence of visible damage on all copies of the delivering carrier's bill of lading.
2. Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing, within **15 days of delivery, requesting that the carrier inspect the damaged merchandise.**
3. Retain the item and its shipping container, including inner packing material until inspection is performed by the carrier, and disposition given by the contract supplier.
4. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

7. GOVERNMENT REGULATIONS - Contractor warrants that all applicable laws and regulations of governmental authority, covering the production, sale and delivery of materials specified herein, have complied with and shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.

8. TAXES - Counties are exempt from Federal Taxes on transportation charges and any Federal Excise Tax. If you prepay transportation charges do not pay tax as the County will not reimburse you for the taxes paid. Counties are exempt from State Sales Tax.

9. WARRANTIES - In addition to all warranties, established by statute or common law, or set-forth elsewhere in this order, Contractor expressly warrants that all material or services covered herein shall conform to all specifications, drawings, samples, and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable, of good material and workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge that Contractor liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within twelve months of receipt by County unless otherwise specified.

10. PATENTS - Contractor shall protect and indemnify County against all claims, judgements and expenses arising from infringement or alleged infringement of any United States patent by any of the goods delivered hereunder. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense of settlement thereof.

11. INSTALLATION - If this order required the services of Contractor's experts or employees on County's premises such experts or employees shall not thereby be deemed to be agents or employees of the County. Such parties shall be subject to County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to save the County harmless from any claims arising therefrom and to accept exclusive liability for payroll and other taxes imposed upon the employer by law. Contractor will undertake to keep the materials and premises involved free from any lien whatever for materials and labor incident to the performance of Contractor's obligations under. If Contractor furnishes material and services for construction and improvement for a lump sum amount, Contractor agrees to furnish an analysis thereof as County may reasonably require for accounting purposes. Contractor shall be solely responsible for materials furnished by County for other than a design furnished in connection with this order.

12. NON-DISCLOSURE - Without prior written consent of the County, in no circumstance, Contractor shall not reveal to a third party the details, dimensions, designs, information or matter as made to the special order of County or use reproductions thereof in any promotional media or news that County is purchasing the materials ordered hereunder.

13. CONDITION FOR ASSIGNMENT - This contract (or purchase order) shall not be assigned in full or part without consent of the County. Such consent will not relieve Contractor from its obligations and liabilities.

14. CHANGES - The Purchasing Manager may, at any time, by written order, and without notice to the sureties, make changes, within the general scope of the contract, in the drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (ii) method of shipping or packing; and (iii) place of delivery. If any such changes cause an increase or decrease in the cost of, or the time required for performance of, this contract, whether changed or not changed by any such order, an equitable adjustment shall be made by written modification of this contract. Any claim by the Contractor for adjustment under this same clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change provided that the Purchasing Manager may decide that the facts justify such action, may receive and act upon any such claim asserted at a prior to final payment, under the contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Protest". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

15. Supplies are of domestic origin unless indicated by contract supplier.

16. INVOICING AND PAYMENT - The contractor shall be paid upon submission of properly certified invoices to the purchaser at the price stipulated in the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractor's Federal Employee Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment.

INTEREST PENALTIES. Payment shall be made in accordance with Section 218.761, Florida Statutes, which states the contractors rights and County's responsibilities concerning interest penalties and time limits for payment of invoices.

17. DISCOUNTS - Cash discount time will be computed from date of delivery of the supplies or from date correct invoices is received, whichever is the later date.

18. PROTEST - Any protest by a bidder/proposer must be filed with the purchasing department for a review by the Purchasing Manager. If the bidder/proposer is not satisfied with the results of the review by the Purchasing Manager he may then file a protest through the Office of Purchasing with the Board of County Commissioners for further review. The decision of the board will be final.

19. CONVICT LABOR - In Connection with the performance of work under this contract the contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c)(2)) and Executive order 11755, December 29, 1973.

20. COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

21. CONTINGENCIES - Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.

22. GRATUITIES - (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the Board of County Commissioner duly authorized representative, the gratuities (in form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to that performing of such contract provides, that the existence of the facts upon which the Board of County Commissioners or their duly authorized representative, make such findings, shall be in issue and not be reviewed in any competent court (b) in the event this contract is terminated as provided in paragraph, (a) hereof the County shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of contract by the Contractor and (2) as a penalty in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee; (c) The rights and remedies of the County provided in the clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under contract.

23. TERMINATION FOR DEFAULT - The Purchasing Manager by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any provisions hereof. In such event the Contractor shall be liable for damages including the excess cost of reprocuring similar supplies or services, provided that it (i) it is determined for any reason that the Contractor was not in default or (ii) the Contractor's failure to perform is without his and his subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragreph 24. As used in this provision the term "subcontractor" and "subcontractors" means subcontractors at any ber.

24. TERMINATIONS FOR CONVENIENCE - The Purchasing Manager by written notice may terminate this contract, in whole or in part, when it is in the best interest of the County. If this contract is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of the termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

25. ASSIGNMENT OF CLAIMS - Claims for monies due or to become due under this contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (3)U.S.C. 161. However, payments to an assignee of monies under this contract shall not to the extent provided in said act, as amended, be subject to reduction of set-off (See Clause 13).

26. EXTENT OF OBLIGATION - The County is obligated under a call-type Purchase Order only to the extent of authorized calls actually placed against this agreement.

27. PRICING - The Prices to the County for all purchases made under this agreement shall be as low or lower than those charged the supplier's most favored customer in addition to any discounts.

NON-DISCRIMINATION CLAUSE UNDER FEDERAL CONTRACTS

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitment under section 202 of executive order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of executive order No. 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by executive order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the aforesaid, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in executive order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in executive order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of executive order No. 11246 of September 24, 1965, so that provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States enter into such litigation to protect the interests of the United States. Escambia County, Florida is an equal opportunity employer and does not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin.

ATKINS

Atkins North America, Inc.
2639 North Monroe Street, Building C
Tallahassee, Florida 32303-4027
Telephone: +1.850.575.1800
Fax: +1.850.575-0105
www.atkinsglobal.com/northamerica

July 17, 2012

Escambia County Engineering
3363 W. Park Place
Pensacola, Florida 32505

Attn: Kirk Kassebaum

SUBJECT: REQUEST FOR PROPOSAL – CONSTRUCTION ENGINEERING INSPECTION FOR MAHOGANY MILLS DOCK (REVISED)

Mr. Kassebaum:

Atkins is pleased to be able to provide the attached fee proposal for the subject Natural Resource Damage Assessment Early Restoration Project. Atkins will provide the services, documentation and deliverables as detailed in the FDEP Scope of Services and Contract between FDEP and Escambia County. All related Federal, State and Local rules and regulations will be adhered to by Atkins in the performance of our services.

Attached please find the Atkins fee proposal to perform construction engineering and inspection (CEI) for the subject project.

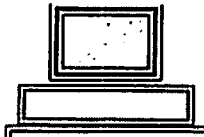
The project will include a Senior Project Engineer working a total of 50 hours. a Senior Inspector working 100% per month and an Asphalt Plant Inspector working 80 hours. The project is 8 months with a man month being 165 hours.

Position	Work Load	Months	Hours
Senior Project Engineer			50 Hours
Inspector	100%	8	100% x (8 x 165) =1320 Hours
Asphalt Plant Inspector			80 Hours

Please do not hesitate to contact me at 850.596.7392 (harry.wood@atkinsglobal.com), if you have any questions.

Sincerely,

Harry L. Wood
Associate Vice President



Go to DIRECT sheet

FEE SUMMARY

CREATE TABLES



CONTRACT DETAIL		CONSULTANT TOTALS	CONTRACT TOTAL
Atkins North America Field Office			
Labor(Unloaded)		$ 35,071.42	
Overhead %	124.68%	$ 43,727.05	
Operating Margin %	12.00%	$ 4,208.57	
FCCM %	0.849%	$ 297.76	
Loaded			
Premium O/T		$ 1,479.36	
Expense %			
Other Expense			
CONSULTANT COST:		$ 84,784.16	
SUBCONSULTANTS			
			84,784.16

Updated Info | Transfer to Salary Analysis

Mid/Yrs: Mid

EMPLOYEE INFORMATION

CONSULTANT	EMPLOYEE NAME	POSITION NAME	#	COMP. ELEMENT	PRO. SALARY	NEGO. SALARY	WEIGHT FACTOR	PROPOSED CLASS AVG.	PROPOSED AVG.	NEG. SALARY
Atkins North America Field Off	Eric Rosenstein	CEI Senior Project Engineer		Basic Services - L	$ 50.51	$ 50.51		$ 50.51	$ 50.51	$ 50.51
Atkins North America Field Off	Richard Smith	CEI Senior Inspector/Senior Engineer In		Basic Services - L	$ 21.08	$ 21.08		$ 21.08	$ 21.08	$ 21.08
Atkins North America Field Off	Melvin Skipper	CEI Inspector/Engineer Intern		Basic Services - L	$ 22.02	$ 22.02		$ 22.02	$ 22.02	$ 22.02

WORK EFFORT



UNLOADED

Name of Prime Consultant: Atkins North America Field Office

Consultant	Staff Classification	Element	OT	Midpoint Rate	Midpoint Hours	Midpoint Cost	Rate	Hours	Cost	Rate	Hours	Cost	Rate	Hours	Cost	Rate
Atkins North America Field Of	CEI Inspector/Engineer Intern	Basic Services - LA	☑	$ 22.02	77.3	$ 1,701.60										
Atkins North America Field Of	CEI Senior Inspector/Senior Engineer Inter	Basic Services - LA	☑	$ 21.08	1324	$ 27,826.00										
Atkins North America Field Of	CEI Senior Project Engineer	Basic Services - LA	☐	$ 50.51	50	$ 2,525.50										
			☐													
			☐													
			☐													
			☐													
			☐													
			☐													

ESCAMBIA COUNTY ENGINEERING DEPARTMENT
CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS

Project Name: Mahogany Mill Boat Ramp
Project ID: ENG 1652
Location:
Expedition Name:
Project Manager: Kirk Kassebaum
Date: 7/18/2012

This section to be completed by Project Managers:

Joey Jones 7/18/12
Signature Approval, Division Chief

DESCRIPTION OF REQUEST

CEI services for this NRDA funded construction project. Contract for 365 days.

Attached backup documentation 4 page (s); Not including copies
Time shall be (increased/decreased) by _____ calendar days. New completion date is _____

		Obligated	Required
Balance of CIP Project		$	$ -
Funds for Original Construction Contract		$	$ -
Funds for Construction Change Order #		$	$ -
Contract PD _____	Contractor: _____		
Funds for Original Task Order		$	$ -
Funds for Addendum #		$	$ -
Task Order PD _____	Consultant: _____		
Funds for Original Work Order		$	$
Funds for Change Order # ____ to the Work Order		$	$
Contract PD _____	Contractor: _____		
Funds for Contingency		$	$ -
Funds for Permit Fees		$	$ -
Funds for Land Purchases		$	$ -
Funds for Title Work		$	$ -
Contract PD _____	Contractor: _____		
Funds for CEI services		$	$ 84,784.16
New Balance of CIP Project		$ -	$

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #		Amount
From:				$
To:	Fund	Project #	Project Name	Amount
				$
			Transfer	$

County Engineer _____ Transferred by _____ Transfer Date _____

Passed to Expedition
Date: _____

File name

The County of Escambia
PENSACOLA, FLORIDA

TASK ORDER - PD 02-03.79.25.9.ENG

TO PROVIDE CONSTRUCTION ENGINEERING, INSPECTION AND PROJECT MANAGEMENT SERVICES FOR MAHOGANY MILL BOAT RAMP PROJECT

1.0 Authorization

This task order is issued in compliance with the provision of the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II Purchases and Contracts, Office of Purchasing Policy and Procedures PP-101, Consultant Task Orders and the terms and conditions of PD 02-03-79, Professional Services" as Defined in Florida Statute 287.055, (2) DEFINITIONS, (g) "Continuing Contract."

2.0 Scope

Under this Task Order, the Engineer (Atkins North America, Inc.) will provide Escambia County with Construction Engineering, Inspection and Project Management Services for Mahogany Mill Boat Ramp Project in conjunction with the Natural Resource Damage Assessment (NRDA) Early Restoration Project. This document gives the Consultant the same responsibility and authority as Escambia County when administering this County construction project contract. The administration of the Mahogany Mill Boat Ramp Project will be conducted by the Consultant in full cooperation with the Escambia County. The Consultant shall also coordinate with the design engineer of records as needed. Escambia County will have the final word in regard to challenges of Consultant authority by the contractor or decisions made by the Consultant regarding the work. The ultimate goal of Escambia County and the Consultant should be to administer the contract in a highly professional manner, conducive to a cooperative relationship between the Consultant, Contractors and Escambia County and to complete the work on budget and on time with minimum inconvenience and maximum safety for the public. (See Attached Scope of Work.)

3.0 Schedule

This Task Order shall be completed within 365 calendar days from the issuance of the Notice to Proceed.

4.0 Compensation

This Task Order is issued for a not-to-exceed amount of $84,784.16. Invoices shall be submitted for monthly progress payments subject to the terms and conditions of PD 02-03.79.

5.0 Progress Meetings

The Engineer shall schedule periodic progress review meetings with the County project manager as necessary but every 30 days as a minimum to discuss study progress and alternatives.

Issued by:

Escambia County, Florida

8/24/12
Date

Accepted by:

L. Wood

Atkins North America, Inc.

8/24/12
Date

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

13. Taking the following action concerning approval of the Escambia Consortium 2012 Annual Action Plan and Analysis of Impediments to Fair Housing Choice (Funding: Fund 129/CDBG, Fund 147/HOME, and Fund 110/ESG–Cost Centers to be assigned):

    A. Approving the Escambia Consortium 2012 Annual Action Plan for Housing and Community Development, including the Escambia County 2012 Annual Plan, detailing use of 2012 Community Development Block Grant (CDBG) funds, in the amount of $1,685,274; 2012 HOME Investment Partnerships Act (HOME) funds, in the amount of $1,020,957; and 2012 Emergency Solutions Grant *(f/k/a Emergency Shelter Grant)* Program (ESG) funds, in the amount of $163,087;

    B. Acknowledging the receipt of the updated Analysis of Impediments (AI) to Fair Housing Choice, and approving the AI as part of the Escambia Consortium Consolidated Plan; and

    C. Authorizing the County Administrator to execute all 2012 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development, and authorizing the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2012 CDBG, 2012 HOME, and 2012 ESG Programs.

14. Approving the issuance of, and authorizing the County Administrator to execute, a Task Order to Atkins North America, Inc., for the Mahogany Mill Boat Ramp Project, for a not-to-exceed amount of $84,784.16, on Contract PD 02-03.79, "Professional Services *(as Governed by Florida Statute 287.055)*," for construction, engineering, inspection (CEI), and project management services (Funding Source: Fund 001, General Fund, Cost Center 220101, Admin Neighborhood & Environment, Object Code 56301, Project NRDA1201).

PURCHASE ORDER NO. 121557-1

CHANGE DATE: 08/21/13

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
164749
ATKINS NORTH AMERICA INC
2114 AIRPORT BLVD STE 1450
PENSACOLA FL 32504

SHIP TO
COMMUNITY & ENVIRONMENT DEPT.
221 PALAFOX PLACE
PENSACOLA FL 32502
ATTN: SUSAN HOLT (850)595-4579

ORDER DATE: 09/06/12	BUYER: PAUL NOBLES	REQ. NO.: 12001687	REQ. DATE: 08/30/12
TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			This change order provides for an Administrative Change Order for time only. This change allows for an additional 365 calendar days being added to the schedule.		
01	.00	LOT	PROVIDE CEI AND PROJECT MANAGMENT SERVICES FOR MAHOGANY MILL BOAT RAMP PROJECT NRDA1201. PER TASK ORDER PD 02-03.79.25.9.ENG (7 PAGE ATTACHMENT). BOCC APPROVED 8/09/12	.0000	.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	220101	56301	.00	NRDA1201
01	220102	56301	.00	08NE0018

PAGE TOTAL $ .00
TOTAL $ .00

APPROVED BY Claudia Simmons

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5440 **County Administrator's Report 9. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/02/2014
Issue: Grant Application for Federal Transit Administration (FTA) Bus and Facilities Program: Grant 5339
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Grant Application for the Federal Transit Administration Bus and Facilities Program: Grant 5339 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a Grant Application for the Federal Transit Administration (FTA) Bus and Facilities Program: Grant 5339 by Escambia County Area Transit (ECAT) for the purchase of 17 bus shelters and the replacement of one Americans with Disabilities Act (ADA) bus:

A. Adopt the Resolution authorizing Escambia County to apply for and accept Grants, make purchases, and expend funds pursuant to Grant awards by the Florida Department of Transportation (FDOT) and the FTA Act of 1964;

B. Authorize the ECAT General Manager to file a Grant Application and Grant Award Execution via the Federal Transportation Electronic Award and Management System (TEAM); and

C. Authorize the Chairman to execute the Resolution and all other required documents pertaining to acceptance and expenditure of Grant funds, including notifications of funding and electronic document filing, pending Legal approval, without further action of the Board.

[Funding: There is no budgetary impact. The $77,705 in Florida Toll Revenue Credits will enable the FTA to fund the entire purchase amount of $310,819]

BACKGROUND:

Currently, Martin-Mency has a contract with Escambia County for benches and shelters. This purchase of 17 bus shelters will allow ECAT to purchase shelters and place them in locations to enhance the current ridership experience and to encourage new riders to utilize the transit system. These shelters will be in addition to the current Martin-Mency shelter locations. The placement and location of these shelters will be determined based upon ridership needs.

Pensacola Bay Transportation is currently the local paratransit provider. They have 28 vehicles in their fleet, 11 of those manufactured between 2001 and 2006 which have mileage ranging from 288,308 to 458,199. With some of these vehicles presently out of service, Pensacola Bay

Transportation is operating with no spare vehicles and no capital replacement plan. FDOT recommends that paratransit vehicles be replaced at five years and/or 200,000 miles. This application will allow Escambia County to provide 15 paratransit vehicles, which will arrive in April 2014. The vehicles will also serve as part of the capital replacement plan for paratransit vehicles.

Estimated Program of Projects:	
17 Solar Bus Shelters with installation	$240,819
1 Americans with Disabilities Act (ADA) Bus Replacement	$ 70,000
Total Budget:	$310,819

BUDGETARY IMPACT:

There is no budgetary impact. The $77,705 in Florida Toll Revenue Credits will enable the FTA to fund the entire purchase amount of $310,819.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and signed off on the Resolution.

PERSONNEL:

Additional personnel will not be required by ECAT.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

ECAT personnel will electronically file all required documentation. ECAT staff will coordinate with FTA, FDOT, Pensacola Bay Transportation, and Transportation & Traffic Operations Division on all necessary funding activities covered by this grant application.

Attachments

Resolution

Apportionments

Proposed Shelter Locations

RESOLUTION NUMBER R2014-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BY THE FEDERAL TRANSIT ADMINISTRATION ACT OF 1964; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Escambia County has the authority to apply for, accept grants, make purchases, and expend funds pursuant to grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes, and by the Federal Transit Administration Act of 1964, as amended; and

WHEREAS, Escambia County has the authority to sign and submit a Section 5339 Bus and Bus Facility Non-urbanized Area Formula Program grant application and supporting documents and assurances to the Florida Department of Transportation.

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

Section 1. That the whereas clauses are true and incorporated by reference herein.

Section 2. That this resolution applies to Federal Programs under USC Section 5339.

Section 3. That the submission of a grant application, supporting documents, and assurances to the Florida Department of Transportation is approved.

Section 4. That the Chairman hereby authorizes the ECAT General Manager to sign the application, accept a grant award, and expend grant funds pursuant to a grant award.

Section 5. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted on this ____ day of January, 2014

Board of County Commissioners
Escambia County, Florida

_____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: _____

Date: 12/11/13

FEDERAL TRANSIT ADMINISTRATION
TABLE 12

FY 2013 SECTION 5339 BUS AND BUS FACILITIES FORMULA APPORTIONMENTS

The total available amount for a program is based on funding authorized under The Moving Ahead for Progress in the 21st Century Act (MAP-21), (Pub. L. 112-141,2012) and appropriated pursuant to the Consolidated and Further Continuing Appropriations Act, 2013 (Pub. L. 113-6)

URBANIZED AREA/STATE	APPORTIONMENT
UZAs 200,000 or more in Population	$308,289,436
UZAs 50,000-199,999 in Population	47,497,564
Statewide Allocation	65,369,000
National Total	$421,156,000

Amounts Apportioned to Urbanized Areas 200,000 or more in Population:

Aberdeen-Bel Air South-Bel Air North, MD	$175,399
Aguadilla-Isabela-San Sebastián, PR	357,364
Akron, OH	713,317
Albany-Schenectady, NY	1,026,492
Albuquerque, NM	1,112,100
Allentown, PA--NJ	884,909
Anchorage, AK	543,658
Ann Arbor, MI	693,590
Antioch, CA	442,445
Appleton, WI	273,039
Asheville, NC	209,960
Atlanta, GA	5,415,512
Atlantic City, NJ	912,104
Augusta-Richmond County, GA--SC	258,572
Austin, TX	2,151,923
Bakersfield, CA	789,837
Baltimore, MD	3,261,065
Barnstable Town, MA	624,327
Baton Rouge, LA	510,625
Birmingham, AL	719,414
Boise City, ID	372,880
Bonita Springs, FL	353,562
Boston, MA--NH--RI	5,531,506
Bridgeport--Stamford, CT--NY	1,101,170
Brownsville, TX	243,630
Buffalo, NY	1,417,526
Canton, OH	383,443
Cape Coral, FL	678,443
Charleston-North Charleston, SC	721,288
Charlotte, NC--SC	1,669,123
Chattanooga, TN--GA	379,547
Chicago, IL--IN	13,277,036
Cincinnati, OH--KY--IN	1,944,864
Cleveland, OH	2,246,821

FEDERAL TRANSIT ADMINISTRATION
TABLE 12

FY 2013 SECTION 5339 BUS AND BUS FACILITIES FORMULA APPORTIONMENTS	
Colorado Springs, CO	789,632
Columbia, SC	438,767
Columbus, GA--AL	231,345
Columbus, OH	1,606,101
Concord, CA	840,438
Concord, NC	147,134
Conroe-The Woodlands, TX	382,623
Corpus Christi, TX	533,552
Dallas-Fort Worth-Arlington, TX	6,123,132
Davenport, IA--IL	439,362
Dayton, OH	1,066,589
Denton-Lewisville, TX	435,725
Denver-Aurora, CO	4,528,566
Des Moines, IA	689,184
Detroit, MI	4,412,496
Durham, NC	818,583
El Paso, TX--NM	1,391,735
Eugene, OR	582,947
Evansville, IN--KY	261,062
Fayetteville, NC	283,624
Fayetteville--Springdale--Rogers, AR--MO	235,363
Flint, MI	772,936
Fort Collins, CO	328,604
Fort Wayne, IN	305,566
Fresno, CA	1,197,598
Grand Rapids, MI	944,021
Green Bay, WI	232,840
Greensboro, NC	553,817
Greenville, SC	274,437
Gulfport, MS	250,443
Harrisburg, PA	499,603
Hartford, CT	1,389,007
Hickory, NC	156,694
Houston, TX	7,480,673
Huntington, WV--KY--OH	233,395
Huntsville, AL	224,553
Indianapolis, IN	1,391,372
Indio-Cathedral City, CA	442,349
Jackson, MS	273,020
Jacksonville, FL	1,360,116
Kalamazoo, MI	289,237
Kansas City, MO--KS	1,717,021
Kennewick-Pasco, WA	1,032,162
Killeen, TX	232,118
Kissimmee, FL	511,093
Knoxville, TN	585,386
Lafayette, LA	220,115
Lakeland, FL	280,503
Lancaster, PA	537,845
Lancaster-Palmdale, CA	479,681
Lansing, MI	661,180
Laredo, TX	346,697

FEDERAL TRANSIT ADMINISTRATION
TABLE 12

FY 2013 SECTION 5339 BUS AND BUS FACILITIES FORMULA APPORTIONMENTS	
Las Vegas-Henderson, NV	3,133,667
Lexington-Fayette, KY	515,027
Lincoln, NE	319,283
Little Rock, AR	466,493
Los Angeles-Long Beach-Anaheim, CA	27,873,752
Louisville/Jefferson County, KY--IN	1,416,743
Lubbock, TX	333,911
Madison, WI	795,141
McAllen, TX	505,386
Memphis, TN--MS--AR	1,087,243
Miami, FL	9,528,860
Milwaukee, WI	2,165,190
Minneapolis--St. Paul, MN--WI	4,538,030
Mission Viejo-Lake Forest-San Clemente, CA	771,141
Mobile, AL	310,406
Modesto, CA	551,936
Montgomery, AL	278,352
Murrieta-Temecula-Menifee, CA	482,338
Myrtle Beach--Socastee, SC--NC	176,388
Nashua, NH--MA	159,093
Nashville-Davidson, TN	1,230,948
New Haven, CT	746,683
New Orleans, LA	1,298,618
New York--Newark, NY--NJ--CT	40,431,168
Norwich--New London, CT--RI	248,133
Ogden-Layton, UT	854,233
Oklahoma City, OK	769,980
Omaha, NE--IA	868,778
Orlando, FL	2,107,986
Oxnard, CA	664,997
Palm Bay-Melbourne, FL	579,571
Palm Coast-Daytona Beach-Port Orange, FL	502,911
Pensacola, FL--AL	310,819
Peoria, IL	350,566
Philadelphia, PA--NJ--DE--MD	8,233,793
Phoenix-Mesa, AZ	4,814,141
Pittsburgh, PA	2,870,200
Port St. Lucie, FL	294,859
Portland, ME	240,505
Portland, OR--WA	3,299,592
Poughkeepsie--Newburgh, NY--NJ	1,871,692
Providence, RI--MA	1,568,597
Provo-Orem, UT	623,479
Raleigh, NC	1,130,870
Reading, PA	390,217
Reno, NV--CA	612,232
Richmond, VA	1,279,558
Riverside-San Bernardino, CA	2,260,718
Roanoke, VA	266,924
Rochester, NY	970,336
Rockford, IL	307,753
Round Lake Beach--McHenry--Grayslake, IL--WI	278,605

FEDERAL TRANSIT ADMINISTRATION
TABLE 12

FY 2013 SECTION 5339 BUS AND BUS FACILITIES FORMULA APPORTIONMENTS	
Sacramento, CA	1,952,391
Salem, OR	611,444
Salt Lake City-West Valley City, UT	1,611,102
San Antonio, TX	3,181,130
San Diego, CA	5,031,607
San Francisco-Oakland, CA	6,690,972
San Jose, CA	2,743,276
San Juan, PR	3,029,365
Santa Clarita, CA	458,901
Santa Rosa, CA	463,182
Sarasota-Bradenton, FL	808,273
Savannah, GA	382,055
Scranton, PA	425,213
Seattle, WA	8,239,954
Shreveport, LA	371,272
South Bend, IN--MI	304,790
Spokane, WA	881,002
Springfield, MA--CT	894,272
Springfield, MO	258,863
St. Louis, MO--IL	2,954,228
Stockton, CA	529,948
Syracuse, NY	630,368
Tallahassee, FL	335,335
Tampa-St. Petersburg, FL	2,942,751
Thousand Oaks, CA	208,998
Toledo, OH--MI	644,989
Trenton, NJ	503,694
Tucson, AZ	1,449,798
Tulsa, OK	663,427
Urban Honolulu, HI	3,491,198
Victorville-Hesperia, CA	377,613
Virginia Beach, VA	1,873,143
Visalia, CA	452,362
Washington, DC--VA--MD	9,729,553
Wichita, KS	560,843
Wilmington, NC	260,762
Winston-Salem, NC	439,745
Winter Haven, FL	210,205
Worcester, MA--CT	462,608
York, PA	279,168
Youngstown, OH--PA	423,261
Total	**$308,289,436**

Amounts Apportioned to State Governors for Urbanized Areas 50,000 to 199,999 in Population

Alabama	$791,364
Alaska	79,044
Arizona	1,023,671
Arkansas	526,579
California	7,381,525
Colorado	1,166,942
Connecticut	518,285

FEDERAL TRANSIT ADMINISTRATION
TABLE 12

FY 2013 SECTION 5339 BUS AND BUS FACILITIES FORMULA APPORTIONMENTS	
Delaware	179,995
Florida	2,632,214
Georgia	1,269,884
Hawaii	332,900
Idaho	706,778
Illinois	1,456,909
Indiana	1,285,307
Iowa	981,423
Kansas	493,498
Kentucky	345,630
Louisiana	949,379
Maine	193,164
Maryland	852,059
Massachusetts	531,291
Michigan	1,362,003
Minnesota	672,704
Mississippi	162,131
Missouri	706,601
Montana	410,211
Nebraska	96,819
Nevada	101,686
New Hampshire	422,296
New Jersey	295,046
New Mexico	470,008
New York	1,033,708
North Carolina	1,132,495
North Dakota	460,713
Ohio	949,075
Oklahoma	328,064
Oregon	702,371
Pennsylvania	1,633,568
Puerto Rico	1,427,449
South Carolina	862,115
South Dakota	399,897
Tennessee	926,096
Texas	3,652,274
Utah	312,939
Vermont	158,315
Virgin Islands	115,473
Virginia	1,080,285
Washington	1,533,304
West Virginia	674,483
Wisconsin	1,497,643
Wyoming	219,951
Total	**$47,497,564**

State/Territory Allocation	
Alabama	$1,247,500
Alaska	1,247,500
American Samoa	499,000
Arizona	1,247,500
Arkansas	1,247,500

FEDERAL TRANSIT ADMINISTRATION
TABLE 12

FY 2013 SECTION 5339 BUS AND BUS FACILITIES FORMULA APPORTIONMENTS	
California	1,247,500
Colorado	1,247,500
Connecticut	1,247,500
Delaware	1,247,500
District of Columbia	499,000
Florida	1,247,500
Georgia	1,247,500
Guam	499,000
Hawaii	1,247,500
Idaho	1,247,500
Illinois	1,247,500
Indiana	1,247,500
Iowa	1,247,500
Kansas	1,247,500
Kentucky	1,247,500
Louisiana	1,247,500
Maine	1,247,500
Maryland	1,247,500
Massachusetts	1,247,500
Michigan	1,247,500
Minnesota	1,247,500
Mississippi	1,247,500
Missouri	1,247,500
Montana	1,247,500
N. Mariana Islands	499,000
Nebraska	1,247,500
Nevada	1,247,500
New Hampshire	1,247,500
New Jersey	1,247,500
New Mexico	1,247,500
New York	1,247,500
North Carolina	1,247,500
North Dakota	1,247,500
Ohio	1,247,500
Oklahoma	1,247,500
Oregon	1,247,500
Pennsylvania	1,247,500
Puerto Rico	499,000
Rhode Island	1,247,500
South Carolina	1,247,500
South Dakota	1,247,500
Tennessee	1,247,500
Texas	1,247,500
Utah	1,247,500
Vermont	1,247,500
Virgin Islands	499,000
Virginia	1,247,500
Washington	1,247,500
West Virginia	1,247,500
Wisconsin	1,247,500
Wyoming	1,247,500
Total	**$65,369,000**

List of Proposed Shelter Locations

	Location	Additional Information
1	7171 N Davis Highway	University Town Plaza
2	Lillian & Fairfield Drive	
3	7220 North Palafox Street	Palafox Landing Apartments
4	University Parkway at Target Entrance	
5	Old Corry Field Road near Brandon Avenue, past the Post Office	Moreno Court
6	Patton Drive & Navy Boulevard	Janet Holley
7	"T" Street between Avery Street and Blount Street	T & W Flea Market
8	Baylen Street and Garden Street	Virginia College
9	Pensacola State College	Additional Shelter
10	Sacred Heart Hospital	Additional Shelter
11	9th Avenue & Leonard Street	Gonzalez Court - Additional Shelter
12	5700 block on Jackson Street headed east	
13	Hope Drive after Interstate 10 heading North on Hwy. 29	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5443 **County Administrator's Report 9. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/02/2014
Issue: Grant Application for Federal Transit Administration (FTA) Bus and Facilities Program: Grant 5310
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Grant Application for Federal Transit Administration Bus and Facilities Program: Grant 5310 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Grant Application for U.S.C. Section 5310 funding (Federal Transit Administration [FTA] urbanized area funding), to be used by Escambia County for the purchase of six Americans with Disabilities Act (ADA) buses:

A. Adopt the Resolution authorizing Escambia County to apply for and accept certain Grant awards made by FDOT and by the FTA Act of 1964;

B. Authorize the Escambia County Area Transit (ECAT) General Manager to file the Grant Application and Grant Award Execution via the Federal Transportation Electronic Award and Management System (TEAM); and

C. Authorize the Chairman to execute the Resolution and all other required documents pertaining to acceptance and expenditure of Grant funds, including notification of funding and electronic document filing, pending Legal approval, without further action of the Board.

[Funding: The FTA requires that 20% of the Grant amount be matched by local government. FDOT will match 10% of the Grant amount, which leaves a 10% match ($36,000) for Escambia County]

Pensacola Bay Transportation is currently the local paratransit provider. They have 28 vehicles in their fleet. Eleven of those manufactured between 2001 and 2006 have mileage ranging from 288,308 to 458,199. With some of these vehicles presently out of service, Pensacola Bay Transportation is operating with no spare vehicles and no capital replacement plan. FDOT recommends that paratransit vehicles be replaced at five years and/or 200,000 miles. This Application will allow Escambia County to add rolling stock and to begin replacing vehicles as Grant money is available, and will serve as part of the Capital Replacement Plan for the paratransit vehicles.

BACKGROUND:

Pensacola Bay Transportation is currently the local paratransit provider. They have 28 vehicles in their fleet, 11 of those manufactured between 2001 and 2006, which have mileage ranging from 288,308 to 458,199. With some of these vehicles presently out of service, Pensacola Bay Transportation is operating with no spare vehicles and no capital replacement plan. FDOT recommends that paratransit vehicles be replaced at five years and/or 200,000 miles. This application will allow Escambia County to add rolling stock and to begin replacing vehicles as grant money is available, and will serve as part of the capital replacement plan for the paratransit vehicles.

Estimated Program of Projects:	
4 Paratransit/American with Disabilities Act (ADA) Bus Replacements @ $70,000 each	$280,000
2 Paratransit/American with Disabilities Act (ADA) Bus Replacements @ $40,000 each	$ 80,000
Total Budget	$360,000

This proposed/estimated Program of Projects, including any amendments, becomes the final Program of Projects upon approval by the Board of County Commissioners.

Meeting in regular session on June 20, 2013, the BOCC approve staff to submit the Grant Application for FTA Bus and Facilities Program: State of Good Repair Grant Funding for Replacement of 15 Paratransit Vehicles for Escambia Area Transit. These 15 buses will constitute the beginning of Escambia County's rolling stock, necessary for the County to become the Community Transportation Coordinator and/or the ADA Provider. These buses, and the six being requested herein, will be owned and maintained by Escambia County, acting as the CTC and/or the ADA, and will be used by Pensacola Bay Transportation, LLC, at least through June 30, 2014.

The FDOT 5310 Grant allows for the purchase of buses as needed, as well as providing funds for other facilities associated with transportation needs (scheduling software, bus shelters, security cameras, up-to-date GPS programs, etc.) This year, expenditure of the 5310 Grant funds will focus on buses. Should we be granted these funds, Escambia County will take delivery of 21 buses soon, which means that future applications for the 5310 Grant will focus on the purchase of one bus per year, in order to allow us to keep the rolling stock current, and on other items as listed above.

BUDGETARY IMPACT:

The FTA requires that 20% of the grant amount be matched by local government. Florida's Department of Transportation will match 10% of the grant amount, which leaves a 10% match ($36,000) for Escambia County. It is anticipated that the $36,000 will come from Local Option Sales Tax funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and signed off on the Resolution.

PERSONNEL:

Additional personnel will not be required by ECAT.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

ECAT personnel will electronically file all required documentation. ECAT staff will coordinate with FTA, FDOT and Transportation and Traffic Operations staff on all necessary funding activities covered by this grant application.

Attachments

Resolution

Application Info

Vehicle Replacement Plan

RESOLUTION NUMBER R2014-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BY THE FEDERAL TRANSIT ADMINISTRATION ACT OF 1964; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Escambia County has the authority to apply for, accept grants, make purchases, and expend funds pursuant to grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes, and by the Federal Transit Administration Act of 1964, as amended; and

WHEREAS, Escambia County has the authority to sign and submit a Section 5310 Urbanized Area Formula Program grant application and supporting documents and assurances to the Florida Department of Transportation.

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

Section 1. That the whereas clauses are true and incorporated by reference herein.

Section 2. That this resolution applies to Federal Programs under USC Section 5310.

Section 3. That the submission of a grant application, supporting documents, and assurances to the Florida Department of Transportation is approved.

Section 4. That the Chairman hereby authorizes the ECAT General Manager to sign the application, accept a grant award, and expend grant funds pursuant to a grant award.

Section 5. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted on this ____ day of January, 2014

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: _____

Date: 12/11/13

2014

U.S.C. Section 5310

Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities

5310

OPERATING AND CAPITAL ASSISTANCE APPLICATION MANUAL

FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSIT OFFICE

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Introduction

This application manual pertains to applications for Federal assistance under U.S.C. Section 5310, Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, as administered by the Florida Department of Transportation (FDOT.) It contains program information, application forms, exhibits, certifications & assurances, and instructions.

General Program Information / Requirements

Program Administration. The Federal government allocates funds to the State of Florida each year for the Section 5310 Program. FDOT has been designated by the Governor to administer the program. FDOT is responsible for the following services but, at its discretion, may contract with a service provider to perform these services.

1. announcement of funding availability;
2. selection of projects for funding according to approved selection criteria;
3. development and processing of agreements;
4. oversight of recipient procurement actions;
5. oversight of recipient compliance with State and Federal requirements; and
6. provision of technical assistance regarding the Section 5310 Program.

Authorizing legislation for the program is shown in the Glossary of this manual under "authorizing Federal and State Legislation."

The Federal goal of the Section 5310 Program is to provide assistance in meeting the needs of seniors and individuals with disabilities where public transit services are unavailable, insufficient or inappropriate.

Application Deadlines. Application deadlines vary from District to District but usually fall between December and February each year. FDOT District Offices evaluate grant applications within their respective districts and, thereafter, submit Programs of Projects (POP) to the FDOT Central Office. The Central Office compiles POPs from the various Districts and submits a statewide grant application for Federal funds to the Federal Transit Administration (FTA) by April 1 of each year. The statewide application is usually approved by FTA by July 1 of each year. The appropriation for State funds to match Federal funds is approved by the State Legislature for implementation on July 1 of each year. Once Federal and State funds are available, Districts may make grant awards. (See "Grant Award Process"). At least 55% of the available funding will be awarded to capital projects. The Department reserves the right to increase that percentage up to 100% of project selections as capital, as deemed best suited to meet the mobility needs of seniors and individuals with disabilities where public transit services are unavailable, insufficient or inappropriate.

Grant Application Evaluation Criteria. Unless there is sufficient funding in a District to cover all eligible requests, District Offices will use the following criteria to evaluate applications.

A. Service efficiency and effectiveness: This is demonstrated by the usual daily hours of eligible service and vehicle occupancy. The emphasis is on the normal hours that agency vehicles are in service, not the hours the applicant is open for business. Applicants providing transportation service for more hours and with fuller vehicles will be ranked higher. The applicant's use of current vehicles (including mileage and maintenance practices) will be considered in the review and ranking.

B. Extent to which the community at large is served by the applicant: Applicants serving the highest community needs through social service agencies and providing the most trips to elderly and disabled

passengers will be ranked higher.

C. Extent to which elderly persons and persons with disabilities are served: Applicants that maximize transportation benefits to elderly persons and persons with disabilities in their community will be evaluated on the percentage of total riders/passengers served that are elderly and/or disabled. Those serving the highest percentage will be ranked higher.

D. Need: Applicants that can demonstrate they serve, or propose to serve, the largest number of eligible passengers, and have the most urgent financial needs will be ranked higher. FDOT has a goal to preserve transportation infrastructure; therefore, maintaining current levels of service may be deemed a higher priority/need than expanding into new services or expanding service area coverage. A detailed explanation of the need and evidence of the need are required.

E. Fiscal and managerial capability: Applicants with well-documented budgets and good fiscal capability demonstrated by the correctness and completeness of their application, by prior audits, proper maintenance of vehicles as demonstrated by miles at replacement, and previous timeliness and accuracy of required reports, will be ranked higher.

F. Prior Performance: Applicants who have a history of meeting contractual obligations and maintenance requirements for Section 5310 vehicles will be ranked higher. New applicants will not be penalized for having little or no history with FDOT, but previous applicants will be penalized for poor past performance.

Threshold Criteria

Threshold criteria are the minimum legal eligibility requirements. Applications must be for eligible services, eligible service areas, eligible recipients, eligible expenses, and provide evidence of local matching funds. Applicants must also ensure compliance with a number of other conditions placed on recipients of grants including, but not limited to, coordination of transit services, civil rights preservation, vehicle maintenance requirements, compliance with safety and drug free work place regulations, competitive procurement of goods and services bought with grant funds, Americans with Disabilities Act and references to the Federal Transit Administration's Master Agreement (**http://www.fta.dot.gov/documents/17-Master.pdf**).

Eligible Recipients. For the Section 5310 Program, funds may be awarded to public agency Community Transportation Coordinators (CTC's), private-non-profit CTC's, and to private non-profit organizations providing transportation to elderly persons and/or persons with disabilities under a coordination agreement with a CTC. When the CTC is a private for-profit agency, the designated official planning agency responsible for designating the CTC may apply for Section 5310 funds, then sub-contract with the CTC for provision of service. Recipients must be either a CTC or providing service under the terms of a written agreement with a CTC. Agencies must keep their CTC Agreements current and in force at all times when receiving an award under the Section 5310 Program.

Legal Authority and Fiscal & Managerial Capability. Section 5310 applicants must have the legal authority and fiscal/managerial capability to apply for Federal assistance. Applicants are required to have sufficient local funds for match requirements (see below) and for maintenance and operation of vehicles/equipment. Failure to properly manage, maintain, and operate vehicles/equipment could jeopardize existing and future grants and may result in the removal of vehicles/equipment.

Eligible Expenses. Section 5310 funds may be used for the capital and/or operating expense of transportation services to elderly persons and/or persons with disabilities. Eligible expenses are limited to buses, vans or other paratransit vehicles (including sedans and station wagons), radios and communications equipment, wheelchair lifts and restraints, vehicle rehabilitation, vehicle overhaul, data processing hardware/software, other durable goods such as spare components with a useful life of more than one (1) year and a per unit cost over $300,

initial installation costs, vehicle procurement/testing, vehicle inspection and vehicle preventative maintenance, operating costs associated with providing transit service, costs associated with transit service that exceeds the requirements of the Americans with Disabilities Act of 1990, projects that improve access to fixed route service and decrease reliance by individuals with disabilities on complementary paratransit, and alternative to public transportation that assist seniors and individuals with disabilities with transportation. An applicant applying for preventative maintenance costs must have a District approved maintenance plan and a cost allocation if activities are performed in house. The Federal share for eligible capital expenses may not exceed eighty percent (80%).

Ineligible Expenses. Ineligible expenses include expenses associated with preparation of grant applications, project planning, administration, and extended warranties; expenses incurred prior to Federal and State approval of a grant application; expenses incurred prior to the execution of a grant award; and expenses incurred prior to the Department's approval of plans, specifications, and third party contracts for vehicles/equipment to be purchased with Section 5310 funds.

Matching funds for Section 5310 Capital Assistance. Applicants may not borrow funds to use as match nor may they place liens on Section 5310-funded vehicles or equipment. The breakdown of funding for the Section 5310 Grant program is 80/10/10 for capital projects, meaning the Federal share of eligible capital costs may not exceed 80% of the total award. State funds may support up to 10% of eligible capital costs with the remaining 10% being supported by a local match. At the time an order is placed for vehicles/equipment, the applicant is required to provide a purchase order for its 10% local match to be paid to the vendor. The required 10% local match must be paid at the time of time of delivery.

Matching funds for Section 5310 Operating Assistance. The Section 5310 federal share of eligible operating expenses may not exceed 50%. Some combination of state, local, or private funding sources must be identified and committed to provide the required non-federal share. The non-federal share may be cash, or in kind. Funds may be local, private, state, or (up to one half) unrestricted Federal funds. Funds may not include any borrowed against the value of capital equipment funded in whole or in part by State and/or Federal sources.

The Section 5310 Program permits up to one half the required match to be derived from other unrestricted Federal funds. Federal funds are unrestricted when a Federal agency permits its funds to match Section 5310. Essentially, all Federal Social Service Programs using transit services are unrestricted; other USDOT Programs are not.

Contract revenue from the provision of transportation services to social service agencies may also be used as local match. The costs associated with providing the contract revenue service must be included in the project budget if using contract revenue as match.

Non-cash items such as donations of goods or services, volunteered services, or in-kind contributions are eligible to be counted towards the local match only if the value of such is formally documented, supported and pre-approved by the District Office. Any funds committed as match to another Federal program may not be used to match Section 5310 funds. Operating assistance funds will be awarded through a joint participation agreement with the Department.

Americans with Disabilities Act (ADA). Applicants shall comply with the Americans with Disabilities Act, (ADA) of 1990, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; U. S. DOT regulations, Transportation Services for Individuals with Disabilities (ADA)" at 49 CFR Part 37; and FTA regulations, Transportation for Elderly and Handicapped Persons, 49 CFR Part 609.

Administrative requirements. Applicants shall supply the appropriate Regional Planning Council (RPC)/local clearinghouse agency (see Appendix) a copy of its application for Federal Assistance. Each

applicant shall request the RPC/Clearinghouse to provide a letter of approval of the application to the appropriate FDOT District Office. Copies of correspondence to the RPC/Clearinghouse agency should be contained in the grant application.

First time private-non-profit applicants must attach a Certificate of Incorporation to their application.

Section 5310 projects located in an urbanized area or within a metropolitan area planning boundary must be listed in the Transportation Improvement Program/Biennial Element (TIP/BE) of the respective urbanized area. Although applications for such projects may be accepted by the FDOT District Office prior to their listing in a TIP/BE, a grant award will not be final for such projects until all administrative requirements are completed, including being listed in the appropriate TIP/BE.

Use of Section 5310-funded vehicles or equipment. Section 5310-funded vehicles/equipment must be used in the small urbanized or rural area for which was awarded to transport the elderly and disabled. They may be used to provide transportation to employment, medical care, education, shopping, socialization, etc. Incidental use of vehicles as cargo carriers (i.e. meals on wheels), and work vehicles (i.e. carrying crews and equipment from site to site and/or standing idle between work sites) is permitted as long as it does not interfere with the primary use of the vehicle(s). In such cases, the number of vehicles requested in an application must be justified by the number of people transported -- not meal delivery or tool handling requirements. The need and planned use of the requested vehicles must be detailed in the Proposed Project Description (Exhibit B).

Lease of vehicles. Vehicles purchased with Section 5310 funds may be leased to local public bodies or agencies, non-profit agencies, or private-for-profit operators only for the services identified in the grant application. The lease between the applicant and the lessee shall contain the terms and conditions that must be met in providing transportation service to the elderly and persons with disabilities, and must be approved by the appropriate FDOT District Office. When vehicles are operated by an agency other than the one named as applicant in the grant application, control and responsibility for the operation of the vehicles remains with the applicant.

Small urbanized vs. rural areas. Small urbanized areas are those with populations between 50,000 and 199,999. To be considered rural, an area will have population under 50,000.

Grant Award Process

To notify an applicant (recipient) approved by FDOT for an award, FDOT will send a "Notice of Grant Award" to the recipient with instructions to sign and return it to the Department. (See sample notice in the Appendix.) Thereafter, the agency will contact the FDOT Contractor to arrange for purchase of vehicles/equipment. A signed Notice of Grant Award is a legally binding agreement.

By signing a Notice of Grant Award grant recipients agree to comply with all applicable requirements as contained in U.S.C. 49 Section 5310 of the Federal Transit Act of 1991, as amended. This is accomplished by ensuring adherence with all federally-required certifications and assurances made in Exhibits F and Exhibit G. Grant applicants/recipients must also make certain assurances and certifications to FDOT, as provided in Exhibit H. Additionally, grant recipients will be required to report to FDOT and FTA certain performance measures as determined by FTA.

General Instructions on Forms, Certifications, and Exhibits

Each form, exhibit, and certification provides FDOT with information it must have to make required assurances to the Federal government or to make decisions on project selection. It is important that each required form, exhibit, and certification be complete and correct. Applicants should be aware that there are criminal sanctions for furnishing false information in order to obtain federal grants (18 U.S.C. 1001).

The **original** application should be prepared on white, 8.5 X 11" paper and securely clipped (no binders or dividers, please) and submitted to the appropriate FDOT District Office, as shown in the Appendix of this manual. Each District Office requires at a minimum one (1) original and additional copies, as determined by the District, to be submitted. **Application forms, resolutions, exhibits, and certifications should be arranged in the order listed in the "Checklist for Application Completeness", as provided in this manual, to assure the application is complete.** Incomplete, illegible, or unsigned applications may be rejected.

The **original** application must be accompanied by the required **cover letter** and **two (2) fully-executed Resolution** forms (see Appendix for sample), which includes minimum required language, from the applicant's governing board. Resolutions should authorize 1) submission of the application; 2) signing of the application and certifications/assurances by a designated individual; 3) acceptance of the grant award by the designated individual; and 4) be printed on company letterhead.

All signatures should be in blue ink by the individual designated by the governing board of the applicant agency. Blue ink distinguishes an original signature from a photocopy. Only original signature resolutions, applications, and acceptance of grant awards are acceptable. The additional copies, if required by the District Office, may be photocopies.

Questions regarding Section 5310 applications or the application process should be directed to the FDOT District Office in the applicant's service area, as shown in the Appendix of this manual.

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PART A

APPLIES TO ALL APPLICATIONS

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APPLIES TO ALL APPLICATIONS

Grant Application Instructions.

The standard Application for Federal Assistance (Form 424) must be filled out in its entirety for Section 5310 applications, and for the local clearinghouse submission. The standard form is located on the next page of this manual. It can also be found on the Internet in an interactive Adobe format at http://www.dot.state.fl.us/transit/Pages/Form_424.pdf.This form must be used for **ALL** applications.

No pre-application process is used in this program; therefore, all submissions are applications.

The code assigned to the Section 5310 Program in the Catalog of Federal Domestic Assistance is 20.513. This code should be shown in Section 10 of the form followed by the title: "Formula Grants for the Enhanced Mobility of Seniors and Persons with Disabilities Program."

Executive Order 12372 requires a review of all Federal grants to ensure compliance with the local and state planning process. Therefore, prior to submission of an application to the FDOT District Office, copies of the application must be submitted to the appropriate **Local** Clearinghouse/Regional Planning Council (See Appendix). The appropriate clearinghouse agency should be contacted to determine the number of copies required for local review.

Letters from the local clearinghouse supporting the application must be submitted to the District Office before a Section 5310 Award can be made.

NOTE: Applicants for Section 5310 Assistance should send their applications to the LOCAL CLEARINGHOUSE/REGIONAL PLANNING COUNCIL; NOT TO THE STATE CLEARINGHOUSE.

AGENCIES APPLYING ONLY FOR OPERATING ASSISTANCE: Standard Form 424 should cover only the Operating Assistance being applied for by the applicant.

AGENCIES APPLYING ONLY FOR CAPITAL ASSISTANCE: Standard Form 424 should cover only the Capital Assistance being applied for by the applicant.

AGENCIES APPLYING FOR BOTH OPERATING AND CAPITAL ASSISTANCE: Standard Form 424 should cover both Operating Assistance and Capital Assistance being applied for by the applicant.

Form 424

Item:	Entry:	Item:	Entry:
1.	Select Type of Submission.	11.	Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project.
2.	Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable).	12.	List only the largest political entities affected (e.g., State, counties, cities).
3.	State use only (if applicable).	13	Enter the proposed start date and end date of the project.
4.	Enter Date Received by Federal Agency Federal identifier number: If this application is a continuation or revision to an existing award, enter the present Federal Identifier number. If for a new project, leave blank.	14.	List the applicant's Congressional District and any District(s) affected by the program or project
5.	Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail and fax of the person to contact on matters related to this application.	15	Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.
6.	Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.	16.	Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.
7.	Select the appropriate letter in the space provided. A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School District I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) O. Not for Profit Organization	17.	This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.
8.	Select the type from the following list: • "New" means a new assistance award. • "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date. • "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision enter the appropriate letter: A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration	18	To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)
9.		Name of Federal agency from which assistance is being requested with this application.	
10.		Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.	

APPLICATION FOR FEDERAL ASSISTANCE | Version 7/03

1. TYPE OF SUBMISSION:	
Application – *place an x in the box* [ ] construction [ ] non-construction	Pre-application – *place an x in the box* [ ] construction [ ] non-construction
2. DATE SUBMITTED	Applicant Identifier
3. DATE RECEIVED BY STATE	State Application Identifier
4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5. APPLICANT INFORMATION		
Legal Name:		Organizational Unit:
		Department:
Organizational DUNS:		Division:
Address:		Name and telephone number of person to be contacted on matters involving this application (give area code)
Street:		Prefix: First Name:
City:		Middle Name:
County:		Last Name:
State:	Zip Code	Suffix:
Country:		Email:
6. EMPLOYER IDENTIFICATION NUMBER *(EIN):* *(Replace these boxes with numerals)* □□- □□□□□□□		Phone Number (give area code)
		Fax Number (give area code)
8. TYPE OF APPLICATION: □ New □ Continuation □Revision If Revision, enter appropriate letter(s) in box(es) □ □ (See back of form for description of letters.) Other (specify)		7. TYPE OF APPLICANT: (See back of form for Application Types) Other (specify)
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: (*Replace these boxes with numerals)* □□ -□□□ TITLE (Name of Program):		9. NAME OF FEDERAL AGENCY:
12. AREAS AFFECTED BY PROJECT *(Cities, Counties, States, etc.):*		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF:
Start Date:	Ending Date:	a. Applicant / b. Project

15. ESTIMATED FUNDING:			16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
a. Federal	$	00	a . Yes. □ THIS PREAPPLICATION /APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:
b. Applicant	$	00	DATE:
c. State	$	00	b. No. □ PROGRAM IS NOT COVERED BY E. O. 12372.
d. Local	$	00	□ PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
e. Other	$	00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
f. Program Income	$	00	□ Yes. If "Yes" attach an explanation. □ No
g. TOTAL	$	00	

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.		
a. Authorized Representative		
Prefix:	First Name:	Middle Name:
Last Name:		Suffix:
b. Title:		c. Telephone Number (give area code)
d. Signature of Authorized Representative:		e. Date Signed:

Previous Edition Usable. Authorized for Local Reproduction. Standard Form 424 (Rev.9-2003); Prescribed by OMB Circular A-102

PART B

APPLIES TO ALL APPLICANTS FOR OPERATING ASSISTANCE

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Form B-1: Operating & Administrative Expenses and Grant Request Form	**16**
Form B-2: Operating & Administrative Revenues	**17**

PART B

APPLIES TO ALL APPLICANTS FOR OPERATING ASSISTANCE

Transportation-Related Operating and Administrative Expenses & Revenues; Calculation of Grant Request

Information regarding the applicant's **transportation-related** operating and administrative expenses and revenues must be provided with the application for Operating Assistance. Forms B-1 and B-2, as provided in this manual, should be used for this purpose. Form B-1 provides space for the applicant to show operating and administrative expenses of the service operated/contracted by the applicant. Form B-1 also provides space to calculate a grant request. However, the grant request cannot be completed until Form B-2 is completed. Form B-2 provides space for the applicant to show the sources of revenue proposed to pay for the expenses shown in Form B-1.

The budget line items shown on the forms were originally defined in the Transportation Accounting Consortium's Model Uniform Accounting System for Rural and Specialized Transportation Providers (TAC Manual). The account numbers in parentheses are the object code numbers for these line items in the TAC manual and in FTA National Transit Data Reports (NTD). Definitions for expense and revenue line items are included in the Appendix of this manual.

Applicants should show the transportation-related operating and administrative expenses and revenues of their agency for the proposed project as projected for the year the Section 5310 Grant Award is to be used. For example, the projected expense and revenue budgets for year FY 2014/2015 should be used if Section 5310 Assistance is requested by the applicant for use in FY 2014/2015.

INSTRUCTIONS FOR COMPLETING FORM B-1.

Applicants should complete both the "Total Expense" and "FTA Eligible Expense" columns of Form B-1. In completing the form, Community Transportation Coordinators (CTCs) may use expense information from the budget in their most current Transportation Disadvantaged Service Plan (TDSP). The "Total Expense" column should show all operating and administrative expenses associated with the proposed transportation service. The definitions for each line item code, as provided in the Appendix of this manual, apply. The "FTA Eligible Expense" column should include only those expenses that are eligible under FTA rules for service provided in non-urbanized areas. This means, for example, that expenses for charter service, school bus service, transportation service not open to the general public, service exclusively inside an urbanized area, depreciation expense, and other ineligible expenses would not appear in the "FTA Eligible Expense" column.

After completing the expense columns on Form B-1, applicants should next complete Form B-2 (see instructions below.)

Note: In completing Form B-1 and B-2, applicants serving both small urban and rural areas should use the same mechanism for segregating small urban and rural expenses as they do for segregating small urban and rural revenues. (See "Services Across Urbanized / Non-urbanized Area Boundaries" shown under "Threshold Criteria" in this manual.)

INSTRUCTIONS FOR COMPLETING FORM B-2.

Applicants should complete both the "Total Revenue" and "Revenue Used as FTA Match" columns of Form B-2. In completing Form B-2, CTCs may use revenue information from the budget in their most current TDSP. The "Total Revenue" column should show all revenues used to pay for the expenses shown in Form B-1, as noted previously. The definitions for each line item code, as provided in the Appendix of this manual, apply. The "Revenue Used as FTA Match" column separates total revenues from revenues accepted by FTA as match. This includes revenues in object codes 410, 411, 412, and 430. It also includes revenues in object code 413 EXCEPT for any FTA or other USDOT funds. In other words, FTA or other USDOT revenues should be deducted from the amount shown in object code 413 in the "Total Revenue" column, and the balance should be shown in the "Revenue Used as FTA Match" column.

Next, both columns should be totaled and the total of (b) "Total Rural Passenger Fares" (401) and (e) "Grand Total Revenues" transferred to the grant request section of Form B-1.

INSTRUCTIONS FOR COMPLETING THE GRANT REQUEST ON FORM B-1.

To calculate the grant request on Form B-1:

- Enter the total (a) from the FTA Eligible Expense column of Form B-1.
- Enter the rural passenger fare revenue (b) from the first row of Form B-2 (object Code 401- rural revenue).
- Subtract the passenger fare revenue (b) from the FTA Eligible Expense (a) to determine the operating deficit (c).
- Complete the Section 5310 request (d). Applicants may request no more than 50% of the operating deficit. Total revenues may not exceed total costs. Therefore, it may be necessary to adjust the Section 5310 request to an amount less than 50% of the deficit calculated.

PART B

APPLIES TO ALL APPLICANTS FOR OPERATING ASSISTANCE

FORM B-1
TRANSPORTATION-RELATED OPERATING and ADMINISTRATIVE EXPENSES

Name of Applicant:

_____

State Fiscal period from _____ to _____

EXPENSE CATEGORY	TOTAL EXPENSE	FTA ELIGIBLE EXPENSE
Labor (501)	$	$
Fringe and Benefits (502)		
Services (503)		
Materials and Supplies (504)		
Vehicle Maintenance (504.01)		
Utilities (505)		
Insurance (506)		
Licenses and Taxes (507)		
Purchased Transit Service (508)		
Miscellaneous (509)		
Leases and Rentals (512)		
Depreciation (513)		
TOTAL	$	$ (a)

SECTION 5310 GRANT REQUEST

Total FTA Eligible Expenses (from Form B-1, above) $_____ (a)

Rural Passenger Fares (from Form B-2) $_____ (b)

Operating Deficit $_____ (c)
[FTA Eligible Expenses (a) minus Rural Passenger Fares (b)]

Section 5310 Request $_____ (d)
(No more than 50% of Operating Deficit)

Grant Total All Revenues (from Form B-2) $_____ *(e)

Note: If Grand Total Revenues (e) exceeds FTA Eligible Expenses (a), reduce the Section 5310 Request (d) by that amount.

PART B

APPLIES TO ALL APPLICANTS FOR OPERATING ASSISTANCE

FORM B-2
TRANSPORTATION-RELATED OPERATING and ADMINISTRATIVE REVENUES

Name of Applicant: _____

State Fiscal period from _____ to _____

OPERATING REVENUE CATEGORY	TOTAL REVENUE	REVENUE USED AS FTA MATCH
Passenger Fares for Transit Service (401)	**Total= $** **Rural =$ (b)**	
Special Transit Fares (402)		
School Bus Service Revenues (403)		
Freight Tariffs (404)		
Charter Service Revenues (405)		
Auxiliary Transportation Revenues (406)		
Non-transportation Revenues (407)		
Total Operating Revenue	**$**	**$**
OTHER REVENUE CATEGORY		
Taxes Levied directly by the Transit System (408)		
Local Cash Grants and Reimbursements (409)		
Local Special Fare Assistance (410)		
State Cash Grants and Reimbursements (411)		
State Special Fare Assistance (412)		
Federal Cash Grants and Reimbursements (413)		
Interest Income (414)		
Contributed Services (430)		
Contributed Cash (431)		
Subsidy from Other Sectors of Operations (440)		
Total of Other Revenue	**$**	**$**
GRAND TOTAL ALL REVENUE	**$**	**$ (e)**

PART C

APPLIES TO ALL APPLICANTS FOR CAPITAL ASSISTANCE

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PART C

APPLIES TO ALL APPLICANTS FOR CAPITAL ASSISTANCE

Transportation-Related Operating and Administrative Expenses & Revenues

Information regarding the applicant's **transportation-related** operating and administrative expenses and revenues must be provided with the application. Forms C-1 and C-2 are included in this manual for that purpose. These forms should provide information about operating and administrative expenses of the vehicles or service operated/provided by the applicant, as described in Exhibits A and B of the application, and information about the sources of revenue used to pay for these expenses.

The budget line items shown on the forms were originally defined in the Transportation Accounting Consortium's Model Uniform Accounting System for Rural and Specialized Transportation Providers (TAC Manual). The account numbers in parentheses are the object code numbers for these line items in the TAC Manual and in FTA National Transit Data Reports (NTD). Definitions for expense and revenue line items are included in the Appendix of this manual.

Applicants should show the transportation-related operating and administrative expenses and revenues of their agency as projected for the year the Section 5310 Grant Award is requested. For example, the projected expense and revenue budgets for year FY 2014/2015 should be used if Section 5310 Assistance is requested by the Agency for use in FY 2014/2015.

APPLIES TO ALL APPLICANTS FOR CAPITAL ASSISTANCE

FORM C-1
TRANSPORTATION-RELATED OPERATING and ADMINISTRATIVE EXPENSES

Name of Applicant: _____

State Fiscal period from _____ **to** _____

EXPENSE CATEGORY	EXPENSE $
Labor (501)	$
Fringe and Benefits (502)	
Services (503)	
Materials and Supplies (504)	
Vehicle Maintenance (504.01)	
Utilities (505)	
Insurance (506)	
Licenses and Taxes (507)	
Purchased Transit Service (508)	
Miscellaneous (509)	
Leases and Rentals (512)	
Depreciation (513)	
TOTAL EXPENSE	$

FORM C-2
OPERATING and ADMINISTRATIVE REVENUES

OPERATING REVENUE CATEGORY	REVENUE $
Passenger Fares for Transit Service (401)	
Special Transit Fares (402)	
Other (403 – 407) (identify by appropriate code)	
TOTAL OPERATING REVENUE	**$**
OTHER REVENUE CATEGORY	
Taxes Levied Directly by the Transit System (408)	
Local Cash Grants and Reimbursements (409)	
Local Special Fare Assistance (410)	
State Cash Grants and Reimbursements (411)	
State Special Fare Assistance (412)	
Federal Cash Grants & Reimbursements (413)	
Interest Income (414)	
Contributed Services (430)	
Contributed Cash (431)	
Subsidy from Other Sectors of Operations (440)	
TOTAL OF OTHER REVENUE	**$**
GRAND TOTAL ALL REVENUE	**$**

PART C

APPLIES TO ALL APPLICANTS FOR CAPITAL ASSISTANCE

Current Vehicle and Transportation Equipment Inventory Form

Applicants must complete the "Current Vehicle and Transportation Equipment Inventory" (Form C-3), as shown in this manual. The form must include a current list of all vehicles and equipment used by the applicant to transport individuals, including those bought in previous years with Federal funds; those bought with other than Federal funds; those now on order; and those to be ordered with grant awards made in previous years. All columns of the form must be completed. An asterisk (*) should be placed next to the model year of vehicles to be replaced with the grant being applied for with this application. Vehicles can only be listed as "replacement" once. If a replacement award is given for a vehicle, that vehicle cannot be listed for replacement again. Vehicles operated by the applicant's contractor or lessee should also be identified, and the name of the contractor/lessee shown in Exhibit B of the application.

Capital Request Form

Applicants must complete the "Capital Request", Form C-4, provided in this manual. The upper part of the form (vehicle requests) covers vehicles; the lower (equipment requests), covers other capital equipment such as radios, computer software, computer hardware, etc.

The applicant should not complete the "GMIS Code" on the form but should provide enough information about the desired vehicle(s)/equipment to enable FDOT to complete the Code in accordance with FTA requirements.

NOTE: In the case of vehicles, applicants should be sure to indicate whether the new vehicle is to replace (R) an older vehicle or expand (E) the fleet by buying a new vehicle. The length of the vehicle, the number of passenger seats & wheelchair positions, lift or ramp, and the type of fuel is also important because this affects the cost (applicants will be required to pay the difference if diesel vehicles are requested). The make of the vehicle should not be shown on the form.

Applicants should refer to "What's on the Market", located in the Appendix, to identify the most appropriate vehicle type for its needs, and the estimated cost. The appropriate FDOT District Office or the Center for Urban Transportation Research (see "What's on the Market") may be contacted for assistance.

CURRENT VEHICLE AND TRANSPORTATION EQUIPMENT INVENTORY (a)

Name of Applicant: _____ **Date of Inventory:** _____

Model Yr. (b)	Make/size/type (C)	FDOT control # or VIN (d)	Ramp or lift (specify)	Seats & W/C positions (i.e. 12+2)	Avg. miles/Yr.	Current Mileage	Expected retirement date	Other equipment (e)	Funding source (f)

(a) Applicants must use this form.
(b) Identify vehicles to be replaced with this or other grant by placing an asterisk (*) next to the model year. In Exhibit B of the application, provide the name of the lessee or contractor, if applicable.
(c) For example, Ford 22' bus; Dodge converted van.
(d) Show FDOT control number and VIN if bought with grant through FDOT. If bought through other funding, list the complete VIN.
(e) Include computer hardware and software, copiers, printers, mobile radios, communication systems, etc.
(f) Identify the grant or other funding source used for purchasing the vehicle/equipment.

NOTE: Those requesting replacement vehicles, please identify the year the vehicle(s) were purchased.

CAPITAL REQUEST FORM

VEHICLE REQUEST

GMIS Code (This column for FDOT use ONLY)	R or E (a)	Number requested	Description (b) (c) www.tripsflorida.org	Estimated Cost
11.__.__				
11.__.__				
11.__.__				
11.__.__				
11.__.__				
Sub-total				$

EQUIPMENT REQUEST (c)

11.__.__				
11.__.__				
11.__.__				
11.__.__				
Sub-total				$

(a) Replacement (R) or Expansion (E).

(b) Provide a brief description including the length and type vehicle, type of fuel, lift or ramp, number of seats and wheelchair positions. Do not show the Make. For example, 22' gasoline bus with lift, 12 amb. seats, 2 w/c positions (due to the higher cost of diesel vehicles the applicant shall be required to pay the difference in cost over that of a gasoline vehicle).

(c) Show mobile radios and identify the type of radio (i.e. two way radio or stereo radio), computer hardware/software, etc. under "Equipment Request."

VEHICLE SUBTOTAL $_____+ EQUIPMENT SUBTOTAL$ _____ = $ _____ (x).

(x) X 80% = $ _____ [Show this amount on Form 424 in block 15(a)]

Checklist for Application Completeness

Name of Applicant: _____

Check One: First Time Applicant: _____ Previous Applicant: _____

The following must be included in the Section 5310 Grant application in the following order:

_____ This checklist

_____ Applicant's cover letter (use FDOT provided cover letter)

_____ Two (2) copies of the governing board's Resolution

_____ Exhibit A-1: Fact Sheet

_____ Application for Federal Assistance (Form 424, Code 20.513)

_____ Operating and Administrative Expense and Revenue Form

_____ Current Vehicle and Transportation Equipment Inventory Form

_____ Capital Request Form

_____ Exhibit A: Current System Description

_____ Exhibit B: Proposed Project Description

_____ Exhibit C: Public Hearing Notice and Publisher's Affidavit (for public agencies only)

_____ Exhibit D: Coordination

_____ Exhibit E: Single Audit

_____ Exhibit F: Federal Certifications and Assurances

_____ Exhibit G: Certification of Equivalent Service (if grant is for non-accessible vehicles)

_____ Exhibit H: Applicant Certification and Assurance to FDOT

_____ Exhibit K: Applicant Certification of Transportation Disadvantaged Service Plan (TDSP)

Date application was submitted to Local Clearinghouse/Regional Planning Council: _____
(send one (1) copy of letter received from the Local Clearinghouse/RPC to FDOT)

Additional documents required for first-time applicant (if a private-non-profit agency)

_____ Copy of Certification of Incorporation

EXHIBITS

(TO BE INCLUDED IN ALL APPLICATIONS)

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EXHIBIT A - Not to exceed two (2) pages

Current System Description

Applicants must submit Exhibit A as part of their application. Exhibit A should provide a short description of who the applicant is and what services they provide. It is requested that applicants in District 2 provide the System Description in a question/answer format. The following information shall be included in the narrative in a detailed manner:

1. An overview of the organization including its mission, program goals and objectives
2. Organizational structure, type of operation, number of employees, and other pertinent organizational information
3. Who is responsible for insurance, training and management, and administration of the agencies transportation programs
4. Who provides maintenance
5. Number of transportation related employees
6. Who will drive the vehicle, number of drivers, CDL certifications, etc.
7. A detailed description of service routes and ridership numbers
8. Exhibit A-1 (below)

If the applicant is a Community Transportation Coordinator (CTC), **relevant** pages of a Transportation Disadvantaged Service Plan (TDSP) and Annual Operating Report (AOR) containing the above information may be provided.

Evaluators will rely heavily on an applicant's narrative in determining the amount of funds/vehicles/equipment awarded.

GRANT WRITING TIP: Refer to the Evaluation Criteria in the General Program Information/Requirements Section of this manual. An applicant's narrative should cover the points that will be evaluated.

EXHIBIT A-1 -- FACT SHEET

	CURRENTLY	IF GRANT IS AWARDED (Estimates are acceptable.)
1. Number of total one-way trips served by the agency **PER YEAR** (for all purposes)*		
2. Number of one-way trips provided to elderly and persons with disabilities (including New Freedom Trips) **PER YEAR***		
3. Number of individual Elderly and Disabled and New Freedom unduplicated riders (first ride per rider per fiscal year) **PER YEAR**		
4. Number of vehicles used to provide Elderly and Disabled and New Freedom service **ACTUAL**		
5. Number of vehicles used to provide Elderly and Disabled and New Freedom service eligible for replacement **ACTUAL**		
6. Vehicle miles traveled to provide Elderly and Disabled and New Freedom service **PER YEAR**		
7. Normal number of days that vehicles are in operation to provide Elderly and Disabled and New Freedom service **PER WEEK**		
8. Posted hours of normal operation to provide Elderly and Disabled and New Freedom service **PER WEEK**	M – F: Saturday: Sunday: Total (WEEK):	M – F: Saturday: Sunday: Total (WEEK):

* One way passenger trip is the unit of service provided each time a passenger enters the vehicle, is transported, then exits the vehicle. Each different destination would constitute a passenger trip.

EXHIBIT B
Proposed Project Description

Applicants must submit Exhibit B as part of their application. The proposed project description should be thorough as evaluators will rely heavily on the narrative in reviewing and ranking a grant application. It is requested that applicants in District 2 provide the Project Description in a question/answer format. The project description should not repeat the current system description shown in Exhibit A. Exhibit B shall include, but not be limited to:

1. Is the project to continue the existing level of services, to expand present service, or to provide new service? How will a grant award be used? More hours? Service in a larger geographic area? Shorter headways? More trips? Please explain in detail.

2. If a grant award will be used to maintain services as described in Exhibit A, specifically explain how it will be used in the context of total service.

3. Give a detailed explanation of the need for the vehicle and provide evidence of the need.

4. Will a grant award be used to replace existing equipment or purchase additional vehicles/equipment? Provide details.

5. Identify vehicles/equipment being replaced and list them on the **"Current Vehicle and Transportation Equipment Inventory"** form, provided elsewhere in this manual.

6. Describe agency's maintenance program and include a section on how vehicles will be maintained without interruptions in service (who, what, where, and when).

7. If vehicles/equipment are proposed to be used by a lessee or private operator under contract to the applicant, identify the proposed lessee/operator.

    a. Include an equitable plan for distribution of vehicles/equipment to lessees and/or private operators.

8. Each applicant shall indicate whether they are a government authority or a private non-profit agency, provide a brief description of the project which includes the counties served, whether the applicant shall service minority populations and whether the applicant is minority-owned.

New Agencies:

9. Fully explain Your Transportation Program
    a. Service hours, planned service, routes and trip types
    b. Staffing – include plan for training on vehicle equipment such as wheelchair lifts, etc.
    c. Records maintenance
    d. Vehicle maintenance – who, what, when and where
    e. CDL requirements
    f. System safety plan
    g. Drug free work place

10. Have you met with the CTC and, if so, how are you providing a service that they cannot? Provide detailed information supporting this requirement.

GRANT WRITING TIP: Refer to the Evaluation Criteria in the General Program Information/Requirements Section of this manual, and be sure Exhibit B covers the points that will be evaluated.

EXHIBIT C

Public Hearing

An opportunity for a public hearing is required ONLY for Public Agencies requesting Capital grants under Section 5310. An application for Section 5310 submitted by a public agency should contain a copy of the notice of public hearing (identified as Exhibit C) and an affidavit of publication. If Exhibit C is not applicable, this should be stated in the application.

A sample public notice is located in the Appendix of this manual. A public notice should contain all pertinent information relating to the project (such as number and types of vehicles as well as the estimated cost of the vehicles) and should be published at least one time in a newspaper of general circulation in the applicant's service area, no less than 15 or more than 30 days prior to the submission of an application. The notice should state that persons requesting a hearing must notify the applicant of the request, in writing, and send a copy of the request for a hearing to the FDOT District Office.

The deadline for hearing requests **must** be prior to the date applications are due at the District Office. If a hearing is requested:

1. A hearing must be conducted;
2. The FDOT District Office must be notified of the date, time, and location of the hearing; and
3. A copy of the minutes of the hearing (to include a discussion of issues raised and resolution of issues) must be submitted to the FDOT District Office, before a Section 5310 award can be made.

EXHIBIT D

Coordination

If the applicant is a Community Transportation Coordinator (CTC), this information should be shown in Exhibit D of the application. Attached to Exhibit D should be a copy of the CTC's certification.

If the applicant is not a CTC, a copy of the written coordination agreement between the applicant and the CTC in the appropriate service area should be identified as Exhibit D and included in the application. The agreement must be specific as to how the services to be provided will complimentary to the services the CTC provides, and how duplication and fragmentation of services will be avoided. If the applicant's service extends into areas covered by more than one CTC, copies of all applicable coordination agreements should be included in the application. An executed Commission for the Transportation Disadvantaged **Coordination Contract** or similar document may serve as the written coordination agreement. Applications submitted without the appropriate coordination agreement may be rejected by FDOT. Grant awards will not be made without an appropriate coordination agreement.

Exhibit E
Attachment 1

Certification of Exemption from Single Audit Act

IT IS HEREBY CERTIFIED THAT the applicant:

1. Will not receive $500,000 or more for the current Fiscal Year from all federal sources combined, and is, therefore, exempt from the Single Audit Act as described in OMB A-133; and

2. In the event the applicant does receive $500,000 or more in total from all federal sources during the current fiscal year, the applicant will comply with the Single Audit Act and submit to the District Office a copy of its most recent audit conducted in compliance with the Act.

_____	_____	_____
(Typed name and title of authorized individual)	(Signature of authorized individual)	(Date)

EXHIBIT F

Federal Certifications and Assurances

The **last** page (Appendix A) of the annual Federal Register Notice that applies to Federal Certifications and Assurances provides applicants with a single signature page on which an applicant and its attorney must certify compliance with the requirements of the various Federal Transit Administration grants or cooperative agreements. The Federal Register Notice is revised annually and is usually available around January 1 of each year. Applicants may obtain a copy of the current year document through the internet at http://www.fta.dot.gov/funding/grants_financing_93.html (then, follow instructions on where to proceed.) If unable to access the form, applicants may contact their FDOT District Office for assistance. The appropriate signed Federal certification/assurance form must be included in the application when it is submitted to the FDOT District Office.

GRANT WRITING TIP: All applicants must use the current year form and it must be the actual form from the Federal Transit Administration (FTA). This form cannot be an edited version of a prior year's forms or a recreation of the form.

The signature page for Federal Certifications and Assurances should be signed by an individual authorized by the applicant's governing board to sign and submit applications, and its attorney. Blue ink is required as it distinguishes an original signature from a photocopied signature.

Federal Certifications and Assurances Required of Each Applicant:

- Authority of applicant and its representative
- Standard Assurances
- Debarment and Suspension, and other Responsibility Matters (http://www.fta.dot.gov/funding/thirdpartyprocurement/bppm/grants_financing_6195.html#BM22)
- Drug Free Workplace Certification (http://www.fta.dot.gov/funding/thirdpartyprocurement/bppm/grants_financing_6195.html#BM31)
- Intergovernmental Review Assurance
- Federal Transit Administration Master Agreement (http://www.fta.dot.gov/documents/17-Master.pdf)
- Nondiscrimination Assurance
- Assurance of Nondiscrimination on the Basis of Disability Procurement Compliance.

A. Applicants for Federal Assistance may signify compliance with the above certifications and assurances by placing an "X" at the top of Appendix A next to the statement that reads: "The Applicant agrees to comply with applicable requirements of Categories 01-24". If an applicant chooses to do this, no additional notation is necessary, except for the signature on the reverse.

OR

B. The applicant may signify compliance with certifications and assurances applicable only to the Section 5310 Program, specifically, Category XIII, by placing an "X" in Category 01, "Certifications and Assurances Required for Each Applicant" (to cover the above-noted items), as well as an "X" in Category 12 entitled "Alcohol Misuse and Prohibited Drug Use" and Category 17 "Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program."

A description of the certifications required by the Section 5310 Program is provided in the annual Federal Register Notice.

EXHIBIT G

Certification for Agencies Requesting Non-Accessible Vehicles

If the applicant wants to purchase non-accessible vehicles for demand responsive service, the following "Certification of Equivalent Service" must be completed and included in the application.

CERTIFICATION OF EQUIVALENT SERVICE

The _____ certifies that its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Such service, when viewed in its entirety, is provided in the most integrated setting feasible and is equivalent 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.

In accordance with 49 CFR Part 37, public entities operating demand responsive systems for the general public which receive financial assistance under 49 U.S.C. 5310 and 5311 of the Federal Transit Administration (FTA) funds must file this certification with the appropriate state program office before procuring any inaccessible vehicle. Such public entities not receiving FTA funds shall also file the certification with the appropriate state office program. Such public entities receiving FTA funds under any other section of the FTA Programs must file the certification with the appropriate FTA regional office. This certification is valid for no longer than one year from its date of filing.

Executed this _____ day of _____, 20_____.

_____
(Name and title of authorized representative)

_____
(Signature of authorized representative)

EXHIBIT H

Applicant Certification and Assurance to FDOT

To be completed and signed by an individual authorized by the governing board of the applicant agency and submitted with the grant application.

The _____ certifies and assures to the Florida Department of Transportation in regard to its Application for Assistance under U.S.C. Section 5310 dated _____ :

1) It shall adhere to all Certifications and Assurances made to the federal government in its Application.
2) It shall comply with Section 341.051 Florida Statutes and Chapter 14-73 Florida Administrative Code.
3) It has the fiscal and managerial capability and legal authority to file the application.
4) Local matching funds will be available to purchase vehicles/equipment at the time an order is placed.
5) It will carry adequate insurance to maintain, repair, or replace project vehicles/equipment in the event of loss or damage due to an accident or casualty.
6) It will maintain project vehicles/equipment in good working order for the useful life of the vehicles/equipment.
7) It will return project vehicles/equipment to the Department if, for any reason, they are no longer needed or used for the purpose intended.
8) It recognizes the Department's authority to remove vehicles/equipment from its premises, at no cost to the Department, if the Department determines the vehicles/equipment are not used for the purpose intended, improperly maintained, uninsured, or operated unsafely.
9) It will not enter into any lease of project vehicles/equipment or contract for transportation services with any third party without prior written approval of the Department.
10) It will notify the Department within 24 hours of any accident or casualty involving project vehicles/equipment, and submit related reports as required by the Department.
11) It will submit an annual financial audit report to the Department, if required by the Department.

Date: _____ Signature: _____

_____
Typed name and title

EXHIBIT K

Coordinated Public Transit-Human Services Transportation Plan

To be completed and signed by an individual authorized by the governing board of the applicant agency and submitted with the grant application.

The _____ certifies and assures to the Florida Department of Transportation in regard to its Application for Assistance under U.S.C. Section 5310 dated _____:

1) This grant request is derived from a coordinated plan compliant with Federal Transit Administration Circular FTA C 9070.1F.

2) The name of this coordinated plan is provided below.

_____

3) The agency that adopted this coordinated plan is provided below.

_____

4) The date the coordinated plan was adopted is provided below.

_____

5) The page number of the coordinated plan that this application supports.

_____

Date: _____ Signature: _____

_____
Typed name and title

APPENDIX

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49 U.S.C. 5335, Definitions - Operating and Administrative Expenses
(National Transit Data Report - NTD)
http://www.ntdprogram.gov/ntdprogram/Glossary.htm

(501) labor - The pay and allowances due employees in exchange for the labor services they render in behalf of the transit system.

(502) fringe and benefits - Payments or accruals to others (insurance companies, governments, etc.) on behalf of an employee and payments or accruals direct to an employee arising from something other than his performance of a piece of work.

(503) services - Labor and other work provided by outside organizations for fees and related expenses.

(504) materials and supplies - Tangible products obtained from outside suppliers or manufactured internally.

(504.01) vehicle maintenance - Cost of fuel and lubricants, tires and tubes, vehicle maintenance parts.

(505) utilities - Payments made to various utilities for utilization of their resources (e.g., electric, gas, water, telephone, etc.)

(506) insurance - Cost elements covering protection of the transit system from loss through insurance programs; compensation of others for their losses due to acts for which the transit system is liable; and recognition of the cost of a miscellaneous category of corporate losses.

(507) license and taxes - Taxes and fees levied against the transit system by Federal, state, and local governments.

(508) purchased transit service - The payment or accrual to other transit systems for providing transportation service.

(509) miscellaneous - Those expenses which cannot be attributed to any of the other major expense categories.

(512) leases and rentals - Payments for the use of capital assets not owned by the transit system.

(513) depreciation - Charges that reflect the loss in service value of the transit system's assets.

49 U.S.C. 5335, Definitions - Operating and Administrative Revenue
National Transit Data Report (NTD)
http://www.ntdprogram.gov/ntdprogram/Glossary.htm

(401) passenger fares for transit services - Revenue earned from carrying passengers along regularly scheduled routes.

(402) special transit fares - Revenues earned for rides given in regular transit service, but paid for by some organization rather than by the rider, and for rides given along special routes for which revenue may be guaranteed by a beneficiary of the service.

(403) school bus service revenues - Revenues earned from operating vehicles under school bus contracts.

(404) freight tariffs - Revenues earned from carrying freight on runs whose primary purpose is passenger operations.

(405) charter service revenues - Revenues earned from operating vehicles under charter contracts.

(406) auxiliary transportation revenues - Revenues earned from operations closely associated with the transportation operations (e.g., concessions, advertising, automobile ferriage, etc.)

(407) nontransportation revenues - Revenues earned from activities not associated with the provision of the transit system's transit service (e.g., sale of maintenance services, rental of revenue vehicles, rental of buildings and other property, investment income, parking lot revenue, etc.)

(408) taxes levied directly by transit system - Tax revenues to transit systems that are organized as independent political subdivision with their own taxation authority.

(409) local cash grants and reimbursements - Funds obtained from local government units to assist in paying the cost of operating transit services.

(410) local special fare assistance - Funds obtained from local government units to help cover the difference between full adult fares and special reduced fares. *(Includes local social service contract funds).*

(411) state cash grants and reimbursements - Funds obtained from state government to assist in paying the cost of operating transit services. *(Includes Commission for the Transportation Disadvantaged grant funds).*

(412) state special fare assistance - Funds obtained from state government to help cover the difference between full adult fares and special reduced fares. *(Includes state social service contract funds).*

(413) federal cash grants and reimbursements - Funds obtained from the Federal government to assist in paying the cost of operating transit services. Include and identify the source of unrestricted Federal Funds used as match.

(414) interest income - Revenues earned from the lending or deposit of funds.

(430) contributed services - The receipt of services (not cash) from another entity where such services benefit transit operations and the transit operator is under no obligation to pay for the services.

(431) contributed cash - The receipt of funds from another entity where such funds benefit transit operations and the transit operator is under no obligation to repay the funds.

(440) subsidy from other sectors of operations - Funds obtained from other sectors of a transit company's operations to help cover the cost of providing transit service.

WHAT'S ON THE MARKET

Below is a listing of all active contracts available through the FDOT TRIPS Program for the purchase of new transit vehicles. The Auto and Light Truck contract can be found at The Florida Department of Management Services (DMS) website. Some new types of vehicles have entered the community transportation market in the last few years. They generally fall into the following categories of expected minimum life of service years and mileage:

FDOT Minimum Service Life – 5 years and/or 200,000 miles:

COMMUTER VAN 9-PASSENGER CENTER AISLE VEHICLES

Ford E-250 138" W/B 9,000# Chassis

The commuter vans intended use is as a pool vehicle for commuters or a special purpose vehicle for public transit systems and/or other governmental agencies. No mobility lift or ramp available. Optional stretcher securement system with limited passenger seating, is available. Pricing does not reflect all options available with this contract.

GVWR	Seating Capacity	Price	Wheelchair Positions	Contract #	Order Packet & Pricing
9,000#	2 - 9	$33,900-$38,000	Stretcher Option	TRIPS-09-CV-GM - Ford	Order Packet

VPG MV-1 PURPOSE BUILT SPECIAL NEEDS VEHICLE

GVWR/Length	Ambulatory Seating Capacity	Price	Wheelchair Positions	Contract #	Order Packet & Pricing
6,600#/205''	0 - 6	$46,598	0 - 12	TRIPS-12-SNV-CBS	Order Packet

MINIVANS – PENDING CONCLUSION OF RFP PROCESS

The extended low floor minivans with mobility ramp intended use is as a Paratransit or a supervisor vehicle, providing public transportation for a maximum capacity of six (6) ambulatory passengers or a maximum of two (2) wheelchair passengers and three (3) ambulatory passengers. These configurations exclude the driver.

GVWR/Length	Ambulatory Seating Capacity	Price	Wheelchair Positions	Contract #	Order Packet & Pricing
Pending	Pending	Pending	2	Pending	Pending

STANDARD CUTAWAY

Each dealer offers a variety of models built on a variety of chassis' and chassis weights. Please contact the dealer directly for questions on capacity and floor plans.

Transit Plus	First Class Coach Sales	Getaway Bus	Rivers Bus	Atlantic Bus Sales
TRIPS-11-CA-TP	TRIPS-11-CA-FCCSC	TRIPS-11-CA-GB	TRIPS-11-CA-RB	TRIPS-11-CA-ABS
Contract	Contract	Contract	Contract	Contract
Order Packet	Order Packet	Order Packet	Order Packet	Order Packet

SMALL CUTAWAY LOW FLOOR (Formally Type D)

Chevrolet 3500 Chassis 12,300# GVWR
Chevrolet 4500 14,200# GVWR
International 25,500# GVWR

Small low floor chassis transit vehicle with wheel chair ramp, produced by two different manufacturers and dealers.

( ) - Indicates number of seats without wheel chairs.

GVWR/Length	Seating Capacity	Price	Wheelchair Positions	Contract #	Order Packet & Pricing
12,300#/21'	6 – 12 (15)	$109,100 - $131,800	1	TRIPS-10-SCLF-FCCS Optional Hybrid Drive	Order Packet
14,200#/23'	6 – 12 (23)	$117,000 - $150,000	1 - 3		
25,500#/26' – 36'	12 – 26 (32)	$158,400 - $209,600	1 - 2	TRIPS-10-SCLF-TP	Order Packet

FDOT Minimum Service Life – 7 years and/or 250,000 miles:

MEDIUM DUTY

Medium duty Champion CTS 31'and 34' high level floor rear engine city-type coach for light duty fixed route service and offered by Transit Plus, Inc. Pricing does not reflect all options available.

( ) – Indicates number of seats without wheel chair positions.

GVWR/Length	Ambulatory Seating Capacity	Price	Wheelchair Positions	Contract #	Order Packet & Pricing
26,500#/31'	0 – 18 (27)	$173,000 -$181,000	0 - 7	TRIPS-09-MD-TP	Order Packet
31,000#/34'	0 - 28 (33)	$180,100 - $188,000	0 - 9		

FDOT Minimum Service Life – 10 years and/or 350,000 miles:

MEDIUM DUTY

Medium duty chassis built on by ElDorado through Florida Transportation Systems dealer. The E-Z Rider 31' low floor rear engine city-type coach designed for moderate duty fixed route service. Pricing does not reflect all options available.

( ) – Indicates number of seats without wheel chair positions.

GVWR/Length	Ambulatory Seating Capacity	Price	Wheelchair Positions	Contract #	Order Packet & Pricing
34,000#/31'	0 - 28 (39)	$280,100 - $290,000	0 - 9	TRIPS-09-MD-FTS	Order Packet

Sample

RESOLUTION FORM

A **RESOLUTION** of the _____(Governing Board)_____ authorizing the signing and submission of a grant application and supporting documents and assurances to the Florida Department of Transportation, and the acceptance of a grant award from the Department.

WHEREAS, _____ (Applicant) _____
has the authority to apply for and accept grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes and/or by the Federal Transit Administration Act of 1964, as amended;

NOW, THEREFORE, BE IT RESOLVED BY THE _____(Governing Board)_____
_____, FLORIDA:

1. This resolution applies to Federal Program(s) under U.S.C. Section(s) _____.

2. The submission of a grant application(s), supporting documents, and assurances to the Florida Department of Transportation is approved.

3. _____ (Authorized Individual by Name and Title) _____is authorized to sign the application and accept a grant award, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS _____, 20_____

By: _____
(Signature)

_____
(Typed name & title)

ATTEST:

_____ (seal)

REQUIRED

COVER LETTER

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
GRANT APPLICATION

_____ **(agency name)** submits this Application for the Section 5310 Program Grant and agrees to comply with all assurances and exhibits attached hereto and by this reference made a part thereof, as itemized in the Checklist for Application Completeness.

_____ **(agency name)** further agrees, to the extent provided by law (in case of a government agency in accordance with Sections 129.07 and 768.28, Florida Statutes) to indemnify, defend and hold harmless the Department and all of its officers, agents and employees from any claim, loss, damage, cost, charge, or expense arising out of the non-compliance by the Agency, its officers, agents or employees, with any of the assurances stated in this Application.

This Application is submitted on this _____ day of _____, 20 ___ with two (2) original resolutions or certified copies of the original resolution authorizing _____ (Name & Title) to sign this Application.

Agency Name

By _____ Date_____

Title _____

Sample

Public Notice

(Pertains to Exhibit C)

All interested parties within (counties affected) are hereby advised that (public agency) is applying to the Florida Department of Transportation for a capital grant under Section 5310 of the Federal Transit Act of 1991, as amended, for the purchase of (description of equipment) to be used for the provision of public transit services within (defined area of operation).

A Public Hearing has been scheduled at (date, time, location), for the purpose of advising all interested parties of service being contemplated if a grant is awarded, and to ensure that contemplated services would not represent a duplication of current or proposed services provided by existing transit or paratransit operators in the area.

This hearing will be conducted if and only if a written request for the hearing is received by (two days prior to the scheduled hearing).

Requests for a hearing must be addressed to (Public Agency name and address) and a copy sent to (name and address of appropriate FDOT District Office.)

All public notices must include the following language:

Florida Law and Title VI of the Civil Rights Act of 1964 Prohibits Discrimination in Public accommodation on the basis of race, color, religion, sex, national origin, handicap, or of marital status.
Persons believing they have been discriminated against on these conditions may file a complaint with the Florida Commission on Human Relations at 850-488-7082 or 800-342-8170 (voice messaging)

Sample
NOTICE OF GRANT AWARD

(To be completed, signed, and sent to the Applicant/Recipient by the FDOT District Office)

Based on the Agency's Application for Federal Assistance under U.S.C. Section 5310 dated _____, on file in the Department, the Florida Department of Transportation hereby makes the following grant award to:

_____

(Name and Address of Recipient)

Award Year	Description	Estimated Value	Estimated matching funds required

Please contact the FDOT Contractor, Lazara Stinnette, at either 813-974-0695 or lstinnette@cutr.usf.edu to arrange purchase of the above items. See FDOT Section 5310 Procedure 725-030-010-i, page 10 at http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/725030010.pdf.

FLORIDA DEPARTMENT OF TRANSPORTATION

Date_____ **Award Approved by** _____

(Signature)

Typed Name and Title _____

_____

ACCEPTANCE OF GRANT AWARD
(To be completed and signed by the recipient and returned to the FDOT District Office)

The undersigned accepts the above-described award and:

(Check all appropriate)

_____ **a. Reaffirms its assurances to FTA and FDOT as stated in Exhibits F, G, and H of its application.**

_____ **b. Requests purchase of the vehicles/equipment in (month/year.)**

AGENCY: _____

(Name)

Date _____ **Accepted by** _____

(Signature)

Typed Name and Title _____

Agency vendor number as registered in My Florida Marketplace: _____

Local Clearinghouses / Regional Planning Councils (RPC)

CLEARINGHOUSE/RPC	COUNTIES COVERED
West Florida RPC 4081-A East Olive Road Pensacola, FL 32514 850-332-7976 800-226-8914	Bay, Escambia, Holmes, Okaloosa, Santa Rosa, Walton Washington Contact: Ms. Terry Joseph Email: terry.joseph@wfrpc.org
Apalachee RPC 2507 Callaway Road, Suite 200 Tallahassee, FL 32303 850-488-6211	Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson, Leon, Liberty, Wakulla Contact: Mr. Keith McCarron Email: keith.mccarron@thearpc.com
North Central Florida RPC 2009 N.W. 67 Place Gainesville, FL 32653-1603 352-955-2200 ext 103	Alachua, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Madison, Suwannee, Taylor, Union Contact: Mr. Marlie Sanderson Email: msanderson@ncfrpc.org
Northeast Florida RPC 6850 Belfort Oaks Place Jacksonville, FL 32216 904-279-0880 ext 178	Baker, Clay, Duval, Flagler, Nassau, Putnam, Saint Johns Contact: Mr. Eric Anderson Email: eamderspm@nefrpc.org
Withlacoochee RPC 1241 S.W. 10th St Ocala, Fl 32674-2788 352-732-1315 ext 228	Citrus, Hernando, Levy, Marion, Sumter Contact: Mr. Michael Arnold Email: marnold@wrpc.cc
East Central Florida RPC 309 Cranes Roost Boulevard Suite 2000 Altamonte Springs, FL 32701 407-262-7772	Brevard, Lake, Orange, Osceola, Seminole, Volusia Contact: Mr. Hugh W. Harling, Jr. Email: hharling@ecfrpc.org
Central Florida RPC Post Office Drawer 2089 Bartow, FL 33830 863-534-7130 ext 103	DeSoto, Hardee, Highlands, Okeechobee, Polk Contact: Ms. Marcia Staszko Email: mstaszko@cfrpc.org
Tampa Bay RPC 4000 Gateway Center Boulevard Suite 100 Pinellas Park, FL 33782-6141 727-570-5151 ext 10 727-550-5118 fax	Hillsborough, Manatee, Pasco, Pinellas Contact: John Meyer Email: johnm@tbrpc.org

Local Clearinghouses / Regional Planning Councils (continued)

CLEARINGHOUSE/RPC	COUNTIES COVERED
Southwest Florida RPC 1926 Victoria Avenue Fort Myers, FL 33901 239-338-2550 ext 232	Charlotte, Collier, Glades, Hendry, Lee, Sarasota Contact: Ms. Nicole Gwinnett Email: ngwinnett@swfrpc.org
Treasure Coast RPC 421 Southwest Camden Avenue Stuart, Florida 34994 772-221-4060	Indian River, Martin, Palm Beach, Saint Lucie Contact: Ms. Stephanie Heidt Email: sheidt@tcrpc.org
South Florida RPC 3440 Hollywood Blvd. Ste 140 Hollywood, FL 33021 954-985-4416	Broward, Miami-Dade, Monroe Contact: Ms. Kathe Lerch Email: klerch@sfrpc.com

FDOT District Office Contacts

District	Contacts	Address
1	*Manager:* Terry Beacham (863) 519-2388	P.O. Box 1249 801 North Broadway Bartow, FL 33830-1249
	Transit Unit *Contact:* Debi W. Stephens	Modal Development Office/Public Transit Fort Myers Operations Center 10041 Daniels Parkway Fort Myers, Florida 33913 (239) 461-4321 Fax: (239) 2353
Counties Covered:	Charlotte, Collier, DeSoto, Glades, Hardee, Hendry, Highlands, Lee, Manatee, Okeechobee, Polk, Sarasota	
2	Manager: Doreen Joyner-Howard (904) 360-5650	2250 Irene Street, MS 2813 Jacksonville, FL 32202
	Transit Unit *Contact:* Janell Damoato	(904) 360-5687
Counties Covered:	Alachua, Baker, Bradford, Clay, Columbia, Dixie, Duval, Gilchrist, Hamilton, Lafayette, Levy, Madison, Nassau, Putnam, St Johns, Suwannee, Taylor, Union	
3	*Manager:* Mike Lewis (850) 330-1545	P. O. Box 607 Chipley, FL 32428-9990
	Transit Unit *Contact:* Kathy Rudd Bay, Escambia, Gulf, Holmes, Jackson, Santa Rosa, Walton, Washington Vanessa Strickland Calhoun, Franklin, Gadsden, Jefferson, Leon, Liberty, Okaloosa, Wakulla	(850) 330-1549 (850) 330-1534
Counties Covered:	Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Okaloosa, Santa Rosa, Wakulla, Walton, Washington	
4	Manager: Nancy Ziegler (954) 777-4492	3400 W. Commercial Blvd. Ft. Lauderdale, FL 33309
	Transit Unit *Contact:* Larry Merritt	(954) 777-4683
Counties Covered:	Broward, Indian River, Martin, St Lucie, Palm Beach	

FDOT District Office Contacts (continued)

5	Manager: Brenda Young (407) 482-7852	133 South Semoran Blvd. Orlando, FL 32807
	Transit Unit *Contact:* Diane Poitras	(407) 482-7860
Counties Covered:	Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter, Volusia	
6	*Manager:* Dionne Richardson (305) 470-5292	1000 NW 111th Ave., Room 6111 Miami, FL 33172
	Transit Unit *Contact:* Raymond Freeman	(305) 470-5255
Counties Covered:	Miami-Dade, Monroe	
7	*Manager:* George Boyle (813) 975-6409	11201 N. McKinley Dr. (MS-7500) Tampa, FL 33612
	Transit Unit *Contact:* Tracy G. Dean	(813) 975-6195
Counties Covered:	Citrus, Hernando, Hillsborough, Pasco, Pinellas	

To send e-mail to any of the above: **first name.last name@dot.state.fl.us**

Glossary

ambulatory - A person who is able to walk and move about freely without being confined to a bed or wheelchair.

applicant – An agency applying for Section 5310, 5311, and/or 5311(f) Federal Assistance. See also "new applicant" and "recurring applicant."

authorizing Federal and State Legislation: Legislation authorizing the Section 5310, 5311, and 5311(f) programs are: Transportation Equity Act for the 21st Century (TEA-21); 49 U.S.C. Sections 5310 and 5311; FTA Circular 9070.1F (for Section 5310) and Circular 9040.1F (for Section 5311 and 5311(f); Section 341.051, Florida Statutes; and Chapter 14-73, Florida Administrative Code. The Section 5310 FTA Circular can be found at http://www.dot.state.fl.us/transit/Pages/FTA_Section_5310_Circular.pdf. The Section 5311 FTA Circular can be found at http://www.dot.state.fl.us/transit/Pages/FTA_Section_5311_Circular.pdf.

community transportation coordinator (CTC) - A transportation entity recommended by an MPO, or by the appropriate designated official planning agency, as provided for in Sections 427.015(1), Florida Statutes, in an area outside the purview of an MPO, to ensure that coordinated transportation services are provided to the transportation disadvantaged population in a designated service area.

contractor – means the administering entity of the Florida Vehicle Procurement Program (FVPP) who is under contract to the Florida Department of Transportation to establish statewide vehicle contracts for the purpose of procuring vehicles at the lowest cost possible while ensuring that the best product is available for the program. The Contractor is also responsible to coordinate, assist as needed, and report in all procurement activities under the Section 5310 Program.

designated official planning agency – means a planning entity so designated by the Florida Commission for the Transportation Disadvantages to conduct planning and support functions for the transportation disadvantaged services.

disabled person – See elderly individual and persons with disabilities.

district office – means the Department of Transportation District Public Transportation Office or District Office of Modal Development and/or staff.

district program of projects – means a district listing of each applicant agency for which a grant award is proposed, a description of the equipment to be awarded, and the proposed federal, state and local share of the project cost. The district program of project includes certification by the District Office that all applicants and projects so proposed either meet all program requirements or will meet all program requirements before a Notice of Grant Award is executed.

elderly individual – includes, at a minimum, all persons 65 years of age or older. Grantees may use a definition that extends eligibility for service to younger (e. g., 62 and older, 60 and over) persons.

eligible expenses – Eligible expenses are limited to buses, vans, or other paratransit vehicles, radios and communications equipment, and wheelchair lifts and restraints, vehicle rehabilitation, vehicle overhaul (which may be calculated as up to twenty percent of the agency's annual vehicle maintenance costs), associated capital maintenance, including costs of tires, tubes and replacement parts which exceed 0.05 percent of the depreciated value of the vehicle for which are used, microcomputer hardware/software, initial installation costs, vehicle procurement, inspection and acceptance costs and other durable goods such as spare components with unit cost over $300 and a useful life of more than one year. The Federal share for eligible capital expenses may not exceed eighty percent (80%).

eligible expenses, capital, 5311 - Section 5311 funds may be used for the capital expense of transportation services to the general public in non-urbanized areas. Eligible expenses are limited to buses, vans or other paratransit vehicles (including sedans and station wagons), radios and communications equipment, wheelchair lifts and restraints, vehicle rehabilitation, microcomputer hardware/software, initial installation costs, vehicle procurement, inspection and acceptance costs, construction or rehabilitation of transit facilities including design, engineering, and land acquisition, and other durable goods such as spare components with unit cost over $300 and a useful life of more than one year. The cost associated with pre-award and post delivery audits also qualify as eligible expenses.

eligible expenses, capital, 5311(f) - Eligible expenses include intercity bus service planning and marketing and the purchase of buses, vans or other paratransit vehicles (including sedans and station wagons), radios and communications

equipment, wheelchair lifts and restraints, vehicle rehabilitation, passenger shelters, intermodal facility projects (see above), bus stop signs and similar passenger amenities, data processing hardware/software, other durable goods such as spare components with a useful life of more than one year, initial installation costs, vehicle procurement/testing, inspection and acceptance costs, and costs associated with pre-award and post delivery audits.

eligible expenses, operating - For the Section 5311program (formerly Section 18), eligible operating expenses include the total administrative, management, and operation costs directly incident to the provision of public transportation services less operating revenues. The federal share for net eligible operating costs may not exceed 50%.

eligible recipient, 5310 – Federal Transit Administration Section 5310 funds may be awarded only to private nonprofit organizations providing transportation to elderly persons and person with disabilities, and to public bodies approved by the State of Florida to coordinate services for elderly persons and persons with disabilities (i.e., the Community Transportation Coordinator). Recipients must be either the Community Transportation Coordinator (CTC) or providing service under the terms of a coordination or transportation operator contract with the CTC. Agencies must keep their CTC Agreements current and in force at all times when in possession of a vehicle purchased through the Section 5310 Program.

eligible recipient, 5311 and 5311(f) – For the Section 5311 program (formerly Section 18), political subdivisions of the State of Florida and agencies thereof, Indian Tribes and private nonprofit agencies designated as CTCs, per Chapter 427, F.S., who provide public transportation in non-urbanized areas, are eligible recipients for the Section 5311 program. Private for-profit agencies may receive funds through contractual arrangements with eligible recipients.

eligible service, 5310 – Transit service provided to transportation disadvantaged persons and to elderly and disabled social service client groups when public transit services are unavailable, insufficient or inappropriate for elderly persons and persons with disabilities. Although all transportation disadvantaged persons may benefit from the program, services should be designed for the maximum benefit of elderly persons and persons with disabilities. Vehicles may be used in public transit service on an incidental basis (after services have been provided in accordance with the terms of the application and/or the Joint Participation Agreement for specified clientele.)

eligible service, 5311 – Public transit service provided in non-urbanized areas on a regular and continuing basis and service provided to non-sponsored transportation disadvantaged persons and to social service clients is eligible. Services may be designed to maximize usage by transportation disadvantaged persons in general, as long as there is no restriction on public use of the service. Services may not be designed exclusively to serve the transportation requirements of social service agencies without regard for the mobility needs of the community as a whole. Charter, sightseeing, and exclusive school bus services are not eligible services. Since the goal of Section 5311 is to enhance access of people living in non-urbanized areas to activities, Section 5311 projects may include the transportation of non-urbanized area residents to and from urbanized areas.

eligible service – 5311(f) [intercity bus service] – Regularly scheduled service for the general public which operates with limited stops over fixed routes connecting two or more urban areas not in close proximity, which has the capacity for transporting baggage carried by passengers, and which makes meaningful connection with scheduled service to more distant points, if such service is available. Package express service may also be included, if incidental to passenger transportation.

expanded service - Adding a new service to an already existing system.

FDOT control number - Is assigned by the District once the vehicle has been purchased, received and titled to the recipient with the Department of Transportation as the first lienholder.

human service transportation - means transportation services provided by or on behalf of a human service agency to provide access to agency services and/or to meet the basic, day-to-day mobility needs of transportation-disadvantaged populations, especially individuals with disabilities, older adults, and people with low incomes.

incurred - Commitment or obligation to spend funds for goods to be received or services to be rendered.

individual with a disability – means an individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use effectively, without special facilities, planning or design, public transportation service or a public

transportation facility.

intercity bus feeder service - The "coordination of rural connections between small transit operations and intercity bus carriers" may include the provision of service which acts as a feeder to intercity bus service. The feeder service is not required to have the same characteristics as the intercity service with which it connects, as defined above. For example, feeder service may be demand responsive, while intercity service is, by definition, fixed route. Examples of eligible costs include marketing and extended hours of service in order to connect with scheduled intercity service. **Note: The funding of intercity bus feeder service shall be at the discretion of the District Office.**

intercity bus service - See eligible service – 5311(f).

Job Access and Reverse Commute Program (JARC) – means the Federal Transit Administration formula grant program for projects relating to the development and maintenance of transportation services designed to transport welfare recipients and eligible low-income individuals to and from jobs and activities related to their employment, and for public transportation projects designed to transport residents of urbanized areas and nonurbanized areas to suburban employment opportunities.

joint participation agreement (JPA) - A contract between the Department of Transportation and a local sponsor of a transportation project, defining a project and the Department's participation. JPAs may be for one year or multiple years (up to five years), at the discretion of the Department.

locally developed, coordinated public transit-human services transportation plan – means a plan that identifies the transportation needs of individuals with disabilities, older adults, and people with low incomes, provide strategies for meeting those local needs, and prioritizes transportation services for funding and implementation. Projects considered for Section 5310 funding must serve identified needs of the disabled population. A locally developed Transportation Disadvantages Services Plan (TDSP) will qualify in most instances. All stakeholders identified in the circular must be included in the development of the TDSP.

metropolitan planning organization (MPO) – MPOs are the policy and planning bodies, designated by the Governor, responsible for transportation planning in urbanized areas.

new applicant – An applicant for Section 5310, 5311, and/or 5311(f) assistance that has not received an award in the last two fiscal years.

New Freedom Program – means the Federal Transit Administration formula grant program for new public transportation services and public transportation alternatives beyond those required by the Americans with Disabilities Act of 1990 that assist individuals with disabilities with transportation, including transportation to and from jobs and employment support services.

new service - A first time applicant starting a new service.

non-ambulatory - A person who has a mobility impairment that prevents them from being able to walk or move about freely.

nonprofit organization – A corporation or association determined by the U. S. Secretary of the Treasury to be an organization described by 26 U.S.C. Section 501(c) which is exempt from taxation under 26 U.S.C. Section 501(a) or one incorporated within Florida which is certified as not for profit by the Secretary of State.

non-urbanized area - The area outside of an urbanized area, as defined by the U.S. Bureau of the Census.

notice of grant award – mean a form used to notify a successful Section 5310 applicant that they have been selected to receive a grant award and for the applicant to accept the grant being offered as a Section 5310 grant recipient.

one-way passenger trips - A person who rides a transportation vehicle in one direction between two points for a specific purpose.

operating revenue - For Section 5311, operating revenue includes the sum of all fares paid by passengers, whether such fares are paid at the time service is provided or via a prepaid arrangement such as passes or tokens. Operating revenue excludes revenues from contracts with social service agencies that pay for transportation of social service clients.

other than urbanized (non-urbanized area) – means any area outside of an urbanized area. The term "nonurbanized areas" includes rural areas and urban areas under 50,000 in population not included in an urbanized area.

private organization – means a non-public organizations, bodies which are not municipalities or other political subdivisions of the State of Florida; are not public agencies or instrumentalities of one or more states; are not Indian Tribes (except private nonprofit corporations formed by Indian Tribes); are not public corporations, boards or commissions established under the law of any state; or are not subject to direct control by public authority, Federal, State, county, or municipal.

program of projects – means a list of projects to be funded in a grant application submitted to the Federal Transportation by the Florida Department of Transportation. The program of projects (POP) lists the subrecipients and indicates whether they are private non-profit agencies or local governmental authorities, designates the areas served (including rural areas), and identifies any tribal entities. In addition, the POP includes a brief description of the projects, total project cost and Federal share for each project, and the amount of funds used for program administration from the ten percent (10%) allowed.

public agency - An authority, commission, committee, council, department, division, bureau, board, section or any other unit or entity of the state or of a town, city, municipality, county or other local governing body.

public transit - The transporting of people by conveyances or systems of conveyances, traveling on land or water, local or regional in nature, and available for use by the general public. Public transit specifically includes those forms of transportation commonly known as "paratransit" characterized by their non-scheduled, non-fixed route nature.

recipient – means the Florida Department of Transportation, a State Agency designed by the Governor to receive funds apportioned by formula to the States under Section 5310(b)(1), or a local government authority when Federal Highway Administration (FHWA) funds are flexed to Section 5310 to support services for individuals with disabilities.

recurring applicant – An applicant for Section 5310, 5311, and/or 5311(f) Federal Assistance who applies every year.

subrecipient – means a private non-profit organization, if the public transportation service provided is unavailable, insufficient, or inappropriate; or a governmental authority that is approved by the State to coordinate services for elderly individuals and individuals with disabilities or certifies that there are non any non-profit organizations readily available in the area to provide the services.

transit development plan (TDP) - A locally adopted document, addressing a minimum five-year time frame. It is prepared by the public transit provider, in cooperation with the appropriate Metropolitan Planning Organization. It is consistent with the applicable approved local government comprehensive plan. The TDP includes an assessment of the need for transit services in the local area, identifies the local transit policies, existing services and proposed service improvements, capital and operating costs of the proposed services, existing and proposed sources of funding and a staged implementation plan. A TDP is updated annually.

transportation disadvantaged - Those persons who because of physical or mental disability, income status, or age, or who for other reasons, are unable to transport themselves or to purchase transportation and are, therefore, dependent upon others to obtain access to health care, employment, education, shopping, social activities, or other life-sustaining activities, or children who are handicapped or high-risk as defined in Chapter 411.202 F.S.

transportation disadvantaged service plan (TDSP) – a plan developed by the CTC and approved by the Local Coordinating Board that identifies service gaps and provides recommended strategies to provide service in areas of need. The TDSP may serve as the Local Coordinated Human Services Transportation Plan. The TDSP is updated annually but includes a five year planning window.

transportation improvement program (TIP) – means a continuing, cooperative and comprehensive planning process that delineates transportation improvements recommended for federal and state funding during the program period. The MPO submits the TIP to the Florida Department of Transportation as required by Chapter 339, Florida Statutes.

transportation operator contract – a written contract between the CTC and the transportation operator prepared at the local level that outlines the terms and conditions for any services to be performed.

unrestricted Federal funds – funds received by Section 5311 and/or 5311(f) applicants pursuant to service agreements with state or local social service agencies or private social service organizations, and used to match Section 5311 and/or 5311(f) funds, even though the original source of such funds may have been another Federal program.

urbanized area – means an area encompassing a population of not less than 50,000 people that has been defined and designated in the most recent decennial census as an "urbanized area" by the Secretary of Commerce. Small urbanized areas as used in the context of Federal Transit Administration formula grant programs are urbanized areas with a population of at least 50,000 but less than 200,000.

End of Manual

5310 Grant Application Revision (30 September 2013)

Revised by Jon M. Ausman, Federal Grants Manager
FDOT Public Transit Office
605 Suwannee Street (MS 26)
Tallahassee, Florida 32399-0450
Email: jon.ausman@dot.state.fl.us
Work: 850-414-4519

The Escambia County paratransit vehicle replacement plan is summarized in Table 4 below and illustrates the requested schedule for replacing paratransit vehicles.

As illustrated in the Needs Assessment (Table 3), there are several funding sources that should be considered each year for the replacement of paratransit vehicles (e.g., 5307, 5309, 5310, etc.). Replacement of paratransit vehicles will need to be coordinated through Escambia County/Escambia County Area Transit (ECAT) and included in the appropriate grant applications.

TABLE 4
ESCAMBIA COUNTY
PARATRANSIT VEHICLE REPLACEMENT PLAN

	UNIT#	FUNDING	OWNED	YEAR	MAKE	MILEAGE	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
1	Bus #1		PBT	2001	Ford E-450 Cutaway		PBT - vehicle caught fire and burned on May 16, 2013							
2	830		PBT	2001	Ford E-250		PBT							
3	86		PBT	2001	E-350			5309						
4	Bus #5		PBT	2002	Ford E-450 Cutaway			5309						
5	821		PBT	2001	Ford E-350			5309						
6	202		PBT	2001	Ford E-350			5309						
7	781		TD	2006	Ford E-350			5309						
8	780		PBT	2003	Ford E-350			5309						
9	773		PBT	2002	Ford E-350			5309						
10	776		PBT	2002	Ford E-350			5309						
11	772		PBT	2002	Ford E-350			5309						
12	836		TD	2006	Ford E-350	293,004			R					
13	204		PBT	2004	MER-SPRINTER	281,589			R					
14	782		TD	2006	Ford E-350	288,415			R					
15	779		PBT	2002	Ford E-350	274,785				R				
16	778		PBT	2002	Ford E-350	252,496				R				
17	837		TD	2006	Ford E-350	223,341				R				
18	301		PBT	2002	Merc Gran Marq	215,719					R			
19	96		PBT	2000	E-350	131,939					R			
20	207		PBT	2003	Ford Windstar	155,986					R			
21	107		PBT	2008	Ford Van	121,808						R		
22	205	PBT funds	PBT	2008	Ford E-350	137,973						R		
23	Bus #7		PBT	2006	Ford E-450 Cutaway	107,900						R		
24	206	PBT funds	PBT	2009	Ford E-350	114,742							R	
25	109		PBT	2008	Ford	104,296							R	
26	208	FTA 5311	CL	2010	Ford E-350	82,318							R	
27	838	ARRA funds	CL	2011	Chevy 4500	76,191								R
28	839	ARRA funds	CL	2011	Chevy 4500	68,063								R
29	840	ARRA funds	CL	2011	Chevy 4500	60,591								R

PBT = Pensacola Bay Transportation
FTA 5311 = Federal Transit Administration 5311 (rural) funds
ARRA = American Recovery and Reinvestment Act (stimulus $)
TD = Transportation Disadvantaged (Trust Fund)
CL = County Lease (County-purchased vehicle with grant/stimulus money and leased to PBT for $1 per year)
5309 = State of Good Repair Grant for a minimum of 9 replacement vehicles

FDOT MINIMUM SERVICE LIFE - 5 YEARS AND 200,000 MILES

Note: The one FTA 5311 and three ARRA funded vehicles replaced the four 2001/2 Ford Vans purchased with FTA 5307 funds.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5457 **County Administrator's Report 9. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/02/2014
Issue: Local Agency Program (LAP) Agreement for Paved Shoulders Along Crabtree Church Road
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Local Agency Program Agreement for the Construction and Inspection 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 $1,388,244), for the construction and inspection of paved shoulders along Crabtree Church Road, from Sunshine Hill Road to State Road 97 (Atmore Highway) in Escambia County:

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

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.

[Funding: A Supplemental Budget Amendment will be prepared by the Management and Budget Department to recognize the funding for the LAP Agreement]

In March 2007, the Office of Transportation and 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.

The Board of County Commissioners approved the LAP Agreement for the design portion in December 2011.

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.

The Board of County Commissioner approved the LAP for the design portion in December 2011.

BUDGETARY IMPACT:

A supplemental budget amendment will be prepared by the Management and Budget Department 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.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Transportation & Traffic Operations staff will continue to coordinate this project with Dustin Castells, FDOT, and the Purchasing Department for procurement of a contractor.

Attachments

LAP Agreement

Resolution

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 428119-1-58-01	Fund: TALT, TALU	FLAIR Approp:
Federal No: 8886-342-A	Org Code:	FLAIR Obj:
FPN: 428119-1-68-01	Fund: TALT	FLAIR Approp:
Federal No: 8886-342-A	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:(48) Escambia	Contract No:	Vendor No: VF596000598137

Data Universal Number System (DUNS) No: 80-939-7102 Local Agency DUNS No: 07-507-9673

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

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 Escambia County B.O.C.C. hereinafter called the Agency.

W I T N E S S E T H:

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 construction 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.

Inactivity and Removal of Any Unbilled Funds

Once the Department issues a Notice to Proceed (NTP) for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department for all work completed for the Project no less frequently than on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly (or more frequently than quarterly) invoices to the Department as required herein and in the event said failure to timely submit invoices to the Department results in FHWA removing any unbilled funding or in the loss of State appropriation authority (which may include the loss of state and Federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the 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, 2015. 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. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is $ 1,388,244. 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 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 (NTP) from the Department. The Agency agrees to advertise or put the project out to bid thirty (30) days from the date the Department issues the NTP to advertise the project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

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 Department'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):

      Dustin Castells, 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 10th Street
      Jeffersonville, IN 47132

   c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the 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:

   Dustin Castells, 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:

Dustin Castells, 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):

      Dustin Castells, 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):

      Dustin Castells, 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.

11.01 Performance Evaluation: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's Responsible Charge or designee as part of the project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

11.02 Performance Evaluation Ratings: Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

11.03 Delegation of Authority: The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

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, 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 and 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 30 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 Department and or 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.

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.

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.

By: _____
Name: Lumon J. May, Chairman
Title: Board of County Commissioners
Escambia County, Florida

Attest: _____
Title: Pam Childers
Clerk of the Circuit Court
Deputy Clerk

Legal Review: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: Jason D. Peters, P.E.
Title: Director of Transportation Development

Attest: _____
Title:

_____

See attached Encumbrance Form for date of funding approval by Comptroller.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 428119-1-58-01 & 428119-1-68-01

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 is a enhancement/transportation alternative project to construct paved shoulders along Crabtree Church Road from Sunshine Hill Road to State Road 97.

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 shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) **Advertisement by April 2014**
b) **Construction begin by June 2014**
c) **Final Acceptance to be completed by June 30, 2015.**

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.

This project will be designed within existing right of way.

No work shall begin until a Notice to Proceed is issued by the Department.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

The Department will reimburse the Agency for the eligible costs directly related to the construction and CEI **not to exceed $1,388,244.**

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS	FPN: 428119-1-58-01 & 428119-1-68-01
Escambia County Board of County Commissioners 221 Palafox Place Pensacola, FL 32502	

PROJECT DESCRIPTION

Name: Crabtree Church Road Length: 2.503 miles

Termini: From Sunshine Hill Road to State Road 97

TYPE OF WORK By Fiscal Year	FUNDING (1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning FY: 2010-2011			
FY: 2011-2012			
FY: 2012-2013			
Total Planning Cost			
Project Development & Environment (PD&E) FY: 2010-2011			
FY: 2011-2012			
FY: 2012-2013			
Total PD&E Cost			
Design FY: 2011-2012			
FY: 2012-2013			
FY: 2013-2014			
Total Design Cost			
Right-of-Way FY: 2011-2012			
FY: 2012-2013			
FY: 2013-2014			
Total Right-of-Way Cost			
Construction FY: 2011-2012			
FY: 2012-2013			
FY: 2013-2014	$1,249,420	$0.00	$1,249,420
FY: 2014-2015			
Total Construction Cost	$1,249,420q	$0.00	$1,249,420
Construction Engineering and Inspection (CEI) FY: 2012-2013			
FY: 2013-2014	$138,824		$138,824
FY: 2014-2015			
Total CEI Cost	$138,824		$138,824
Total Construction and CEI Costs			
TOTAL COST OF THE PROJECT	$1,388,244	$0	$1,388,244

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: 428119-1-58-01 & 428119-1-68-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and 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 I 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 428119-1-58-01 & 428119-1-68-01 .....$1,388,244.00

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 R2014-____

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 constructing paved shoulders along both sides of Crabtree Church Road from Sunshine Hill Road to S.R.97 in Escambia County (FPN 428119-1-58-01 & FPN 428119-1-68-01) (hereinafter referred to as "the Project"); and

WHEREAS, the estimated total cost of the Project is $1,388,244.00 (one million, three hundred eighty eight thousand, two hundred and forty 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 _____ 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 12/11/13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5466 **County Administrator's Report 9. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/02/2014
Issue: Section 5311 Program Grant Application
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Section 5311 Program Grant Application - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Grant Application for U.S.C. Section 5311 funding (Federal Transit Administration [FTA] non-urbanized area funding), to be used by the Community Transportation Coordinator (CTC) and Escambia County Area Transit (ECAT) in the non-urbanized areas of Escambia County, including operation of the fixed route to Century:

A. Adopt the Resolution authorizing Escambia County to apply for and accept certain Grant awards made by FDOT and by the FTA Act of 1964; and

B. Authorize the Chairman to execute the Resolution and all other required documents pertaining to acceptance and expenditure of Grant funds, including notification of funding and electronic document filing, pending Legal approval, without further action of the Board.

[Funding: These funds are included in the ECAT Fiscal Year 2013/2014 Budget. Based upon past years' awards and utilization of funds, ECAT could apply for up to $250,000]

The Section 5311 Non-urbanized Area Formula Program provides Federal operating or capital assistance to eligible recipients who operate/contract public transportation service in non-urbanized areas (rural areas - typically the Century route). Eligible recipients may receive annual Section 5311 allocations to offset operational expenses of public transportation service operated/contracted in non-urbanized areas. Grant recipients must be either a CTC, or an otherwise eligible recipient who maintains a written Coordination Agreement with the CTC. Escambia County is the eligible local recipient of FDOT funding and has a written Contract with the local CTC, Pensacola Bay Transportation, LLC. Escambia County also meets further requirements that Grant recipients must have the requisite fiscal and managerial capability to carry out the Project and the legal authority to receive Federal and State funds.

BACKGROUND:

The Section 5311 Non-urbanized Area Formula Program provides Federal operating or capital assistance to eligible recipients who operate/contract public transportation service in non-urbanized areas (rural areas - typically the Century route). Eligible recipients may receive annual Section 5311 allocations to offset operational expenses of public transportation service operated/contracted in non-urbanized areas. Grant recipients must be either a CTC, or an otherwise eligible recipient who maintains a written coordination agreement with the CTC. Escambia County is the eligible local recipient of FDOT funding and has a written contract with the local CTC, Pensacola Bay Transportation, LLC. Escambia County also meets further requirements that grant recipients must have the requisite fiscal and managerial capability to carry out the project and the legal authority to receive Federal and State funds.

BUDGETARY IMPACT:

These funds are included in the ECAT FY 13/14 budget. Based upon past years' awards and utilization of funds, ECAT could apply for up to $250K.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and signed off on the Resolution.

PERSONNEL:

Additional personnel will not be required by ECAT.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Funds are accessed upon grant award, acceptance of award, and all approvals. ECAT personnel will continue to coordinate with FDOT staff to complete all implementation requirements. Upon the Board's approval, the Clerk's office will need to certify two copies of the Resolution for ECAT. Transportation and Traffic Operations staff will forward the signed original documents to ECAT.

Attachments

Resolution
Application

RESOLUTION NUMBER R2014-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BY THE FEDERAL TRANSIT ADMINISTRATION ACT OF 1964; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Escambia County has the authority to apply for and accept grants and make purchases and expend funds pursuant to grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes, and by the Federal Transit Administration Act of 1964, as amended; and

WHEREAS, Escambia County has the authority to sign and submit a 5311 Non-urbanized Area Formula Program grant application and supporting documents and assurances to the Florida Department of Transportation.

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

Section 1. That the whereas clauses are true and incorporated by reference herein.

Section 2. That this resolution applies to Federal Programs under USC Section 5311.

Section 3. That the submission of a grant application, supporting documents, and assurances to the Florida Department of Transportation is approved.

Section 4. That the Chairman is hereby authorized to sign the application, accept a grant award, and expend grant funds pursuant to a grant award.

Section 5. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted on this ____ day of January, 2014

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: KDhyal/ACA
Date: 12/11/13

2014

U.S.C. Section 5311

FORMULA GRANTS FOR RURAL AREAS
20.509

5311

OPERATING, CAPITAL, JOB ACCESS, AND REVERSE COMMUTE ASSISTANCE APPLICATION MANUAL

FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSIT OFFICE

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Introduction

This manual includes program information, application forms, exhibits, certifications and assurances, and instructions to enable an applicant to apply for Federal operating, capital, job access, and reverse commute assistance under U.S.C. Section 5311 Formula Grants for Rural Areas Program, as administered by the Florida Department of Transportation (FDOT).

The Section 5311 Formula Grants for Rural Areas Program provides Federal operating, capital, or job access and reverse commute assistance to eligible recipients (see glossary) who operate/contract public transportation service in non-urbanized areas. As used in this manual, the terms "non-urbanized areas" and "rural" are used synonymously to mean any area outside an urbanized area, as designated by the Bureau of the Census.

Several types of activities are eligible for federal assistance under this program: 1) planning for rural transportation projects; 2) public transportation capital projects; 3) operating costs of equipment and facilities for use in public transportation; 4) job access and reverse commute projects (see glossary); 5) mobility management and 6) the cost of service agreements with private providers to provide rural public transportation. Capital equipment purchased must be necessary and reasonable to the provision of public transportation services in non-urbanized areas.

The sections of this manual pertaining to general information, Exhibits, and the Appendix apply to all applicants. In the "Contents of Applications" section, **Part A** applies to all applicants; **Part B** applies to applicants for operating assistance; and **Part C** applies to all applicants for capital assistance. Applicants seeking job access and reverse commute operating assistance must complete **Part B**. Applicants seeking job access and reverse commute capital assistance must complete **Part C**.

All applications must be "stand-alone"; that is, separate from any Section 5310, 5339 and/or Section 5311(f) application the applicant may also be submitting to FDOT. Applicants may apply for Section 5311 Operating Assistance, Capital Assistance, or Job Access and Reverse Commute Assistance (capital and/or operating), within one application. However, in preparing the application, the applicant may have to use forms or exhibits from more than one section or part of this manual. Checklists to assist the applicant in determining the completeness of an application are included in this manual at the end of the Exhibits section.

Interested applicants may also obtain other application manuals from the FDOT District Office in their service area (see Appendix), including the: Section 5310, Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program; Section 5311(f), Intercity Bus Services Program; and 5339 Bus and Bus Facilities Program.

The latest Federal Transit Administration Circular on the Section 5311 Program can be downloaded from http://www.dot.state.fl.us/transit/Pages/FTA_Section_5311_Circular.pdf.

General Program Information / Requirements

Program Administration. The Federal government allocates funds by formula to the State of Florida each fiscal year for the Section 5311 Program. FDOT has been designated by the Governor of Florida to administer the program. As the program administrator, FDOT is responsible for the following services. At its discretion, FDOT may contract with a service provider to perform these services.

1. announcement of funding availability;
2. selection of projects for funding according to approved selection criteria;
3. development and processing of agreements;

4. oversight of recipient procurement actions;
5. oversight of recipient compliance with state and Federal requirements; and
6. provision of technical assistance regarding the Section 5311 Program.

Authorizing legislation for the program is shown in the Glossary of this manual under "authorizing Federal and State Legislation."

The Federal goal of the program is to enhance the access of people in rural areas to health care, shopping, education, employment, public services and recreation; to assist in the maintenance, development, improvement and use of public transportation systems in rural areas; to encourage and facilitate the most efficient use of all Federal funds used to provide passenger transportation in rural areas through the coordination of programs and services; and, to provide for the participation of private transportation providers in rural areas.

In Florida, program funds shall be used to support local transportation services that act to maximize the passenger carrying capacity of surface transportation facilities. Services for the transportation disadvantaged should play a significant part under this program. All recipients of funds shall provide their non-prioritization service plan to the District to ensure access to the general public.

Application Deadlines. Application deadlines vary from district to district but usually fall between December and February each year. When received, FDOT District Offices evaluate applications within their respective districts and, thereafter, submit a Program of Projects (POP) to the FDOT Central Office.

The Central Office compiles POPs from the various districts and submits a statewide grant application for Federal assistance to the Federal Transit Administration (FTA) by April 1 of each year. The statewide application is, usually, approved by FTA by July 1. The Florida Legislature also approves the general appropriation for the State's current year budget by July 1. Once Federal approval is received and the State budget finalized, District Offices may make grant awards. (See "Grant Award Process" below.)

Threshold Criteria. Threshold criteria are the minimum legal eligibility requirements. Applications must be for eligible services, eligible service areas, eligible recipients, eligible expenses, and provide evidence of local matching funds. Applicants must also ensure compliance with a number of other conditions placed on grant recipients including, but not limited to, coordination of transit services, civil rights preservation, compliance with safety and drug free work place regulations, drug and alcohol testing of safety-sensitive employees, competitive procurement of goods and services bought with grant funds, and references to the Federal Transit Administration's Master Agreement (**http://www.fta.dot.gov/documents/17-Master.pdf**).

Eligible Recipients. Eligible recipients of Section 5311 Grants include political subdivisions of the State of Florida and agencies thereof; Indian Tribes; and private non-profit agencies designated as Community Transportation Coordinators (CTC) in accordance with Chapter 427, Florida Statutes. Private-for-profit CTCs and private-non-profit agencies who are not CTCs may submit project requests through an eligible sub-recipient. The sub-recipient will be responsible for ensuring that the third-party applicant meets all federal and state program requirements.

Eligible Expenses for Section 5311 Operating and JARC Operating Assistance (Part B). Eligible operating expenses include administrative, management, and operations costs directly related to public transportation services in rural areas LESS operating revenue. Operating revenue (see Glossary) includes fares paid by passengers, whether such fares are paid at the time service is provided or via prepaid arrangements such as passes or tokens. The capital costs of providing services are not eligible expenses for Section 5311 Operating Assistance but may be eligible for Section 5311 Capital Assistance or similar Federal Capital Assistance.

Eligible Expenses for Section 5311 Capital and JARC Capital Assistance (Part C). Section 5311 funds may be used for the capital expense of transportation services to the general public in rural areas. Eligible expenses are limited to buses, vans or other paratransit vehicles (including sedans and station wagons), radios and communications equipment, wheelchair lifts and restraints, vehicle rehabilitation, microcomputer hardware/software, initial installation costs, vehicle procurement, inspection and acceptance costs, construction or rehabilitation of transit facilities including design, engineering, and land acquisition, and other durable goods such as spare components with unit cost over $300 and a useful life of more than one (1) year. The cost associated with pre-award and post delivery audits also qualify as eligible capital expenses. Mobility Management and planning activities are also considered capital costs. Agencies requesting sedans and station wagons will need to provide a service justification for those requests.

Ineligible Expenses. Expenses for charter service; school bus service; service not open to the general public (prioritized serve); service exclusively within an urbanized area, and depreciation expense are not eligible under the Section 5311 Program. **Likewise, expenses incurred prior to Federal and State approval of a grant application; expenses incurred prior to the execution of a Joint Participation Agreement (JPA), and expenses incurred prior to the Department's approval of plans, specifications, and third party contracts are ineligible.**

Evaluation Criteria

1) **Service Efficiency and Effectiveness**
   Examine the data submitted in the application under system description. Compare hours and days of service provided. Rank applicants providing more service, per week, higher than others. Rank applicants providing more rides per seat higher than others.
2) **Extent to Which the Community at Large Is Served**
   Examine the project description, system description and coordination efforts. Rank applicants providing the broadest scope of services and the most service to non-sponsored riders and the general public higher than others.
3) **Need**
   Evaluate the project description and budget. For example, are funds requested for items essential to passenger service, have vehicles being replaced reached the end of their useful life (in accordance with FDOT ***Transit Vehicle Inventory Management, Procedure No. 725-030-025***), is there a large unserved population to which service is being expanded, is there a large number of people dependent on existing service? Rank those demonstrating greater need higher than others.
4) **Fiscal and Managerial Capability**
   Consider the overall quality of the proposal as prepared, previous record of timely and accurate reports, prior audit records (if applicable; new applicants should not be penalized by lack of history), maintenance capability (as evidenced by age and mileage of vehicles being replaced), and rank overall capabilities accordingly.

Legal Authority and Fiscal & Managerial Capability. Section 5311 applicants must have the legal authority and fiscal/managerial capability to apply for and manage Section 5311 Grants. Grant recipients are required to maintain adequate financial, maintenance, and operating records and be able to comply with the reporting requirements of the **Disadvantaged Business Enterprise (DBE) Program (49 CFR Part 23 "Participation of Minority Business Enterprise in Department of Transportation Programs.")**

Matching funds for Section 5311 Operating Assistance (Part B). The Section 5311 federal share of eligible operating expenses may not exceed 50%. Some combination of state, local, or private funding sources must be identified and committed to provide the required non-federal share. The non-federal share may be cash, or in kind. Funds may be local, private, state, or (up to one half) unrestricted Federal funds. Funds may not include any borrowed against the value of capital equipment funded in whole or in part by State and/or Federal sources.

The Section 5311 Program is unique to Federal programs in that it permits up to one half the required match to be derived from other unrestricted Federal funds. Federal funds are unrestricted when a Federal agency permits its funds to match Section 5311. Essentially, all Federal Social Service Programs using transit services are unrestricted; other USDOT Programs are not.

Contract revenue from the provision of transportation services to social service agencies may also be used as local match. The costs associated with providing the contract revenue service must be included in the project budget if using contract revenue as match. In most other Federal programs, such revenues would be treated as program income, not as match.

Non-cash items such as donations of goods or services, volunteered services, or in-kind contributions are eligible to be counted towards the local match only if the value of such is formally documented, supported and pre-approved by the District Office. Any funds committed as match to another Federal program may not be used to match Section 5311 funds.

The agency must certify that matching funds are available at the time of application.

Matching funds for Section 5311 Capital Assistance (Part C). Some combination of state, local, or private funding sources must be identified and committed to provide the required non-federal share. Applicants may not borrow funds to use as match nor may they place liens on Section 5311-funded vehicles or equipment. The federal share of eligible capital costs shall not exceed 80%.

The agency must certify that matching funds are available at the time of application.

Use of Section 5311 funds/vehicles/equipment. Section 5311 funds/vehicles/equipment may be used for general public transportation services provided in rural areas on a regular and continuing basis. They may also be used for service provided to non-sponsored transportation disadvantaged persons and to social service clients in non-urbanized areas provided there is no restriction on public use of the service. Service may not be designed exclusively to serve the transportation requirements of social service agencies without regard for the mobility needs of the community as a whole. The need and planned use of the requested vehicles must be detailed in the **Proposed Project Description (Exhibit B)**.

Charter, sightseeing, and exclusive school bus services are not eligible services.

Services across urbanized/non-urbanized area boundaries. Applicants providing service across urbanized/non-urbanized area boundaries must develop a method of segregating or itemizing the costs of services to demonstrate that Section 5311 funds are used primarily for non-urbanized area service. Examples of methods that may be used to allocate costs include:

- where all passenger addresses are known, assume the percentage of those addresses located in non-urbanized areas equals the level of service in non-urbanized areas;
- segregate urbanized and non-urbanized service miles based on route maps, and allocate system-wide costs accordingly; and
- utilize driver logs to segregate service mileage or hours inside and outside the urbanized area, and allocate costs accordingly.

Americans with Disabilities Act (ADA). Applicants must comply with the Americans with Disabilities Act, (ADA) of 1990, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; U. S. DOT regulations, Transportation Services for Individuals with Disabilities (ADA)" at 49 CFR Part 37; and FTA regulations, Transportation for Elderly and Handicapped Persons, 49 CFR Part 609.

Administrative requirements. Applicants shall supply the appropriate Regional Planning Council (RPC)/local clearinghouse agency (see Appendix) a copy of its application for Federal Assistance. Each applicant shall request the RPC/Clearinghouse, Intergovernmental Coordination and review (IC&R) process to provide a letter of support of the application to the appropriate FDOT District Office. Copies of correspondence to the RPC/Clearinghouse agency should be contained in the grant application.

Section 5311 projects awarded to an agency located in an urbanized area must be listed in the Transportation Improvement Program/Biennial Element (TIP/BE) of the respective urbanized area. Although applications for such projects may be accepted by the FDOT District Office prior to their listing in a TIP/BE, a grant award will not be final for such projects until all administrative requirements are completed, including being listed in the appropriate TIP/BE.

Planning requirements. To remain eligible for Section 5311 awards, recurring applicants must submit the TDSP or TDP for their service area to FDOT in a timely manner, on the annual update schedule. The entire TDSP or TDP does not need to be submitted with the application.

Audit requirements for Section 5311 Recipients. Recipients of Section 5311 Operating, Capital or JARC Assistance funds via a Joint Participation Agreement (JPA) (see "Grant Award Process" below) who receive $500,000 or more in funds in a single year from all Federal sources, must comply with the Single Audit Act as described in OMB circular A-133. Recipients of Section 5311-funded vehicles/equipment via FDOT's contractor (See "Grant Award Process") need not comply with the Single Audit Act in regard to the value of the vehicles/equipment. All approved applicants for Section 5311 awards who receive less than $500,000 in funds from Federal sources and/or Section 5311-funded vehicles/equipment through FDOT's contractor, must sign the Certification of Exemption from the Single Audit Act. **Exhibit E-1** is provided in the "Exhibits" section of this manual for that purpose.

FTA, the Department, or the Department's authorized contractor, shall have the authority to conduct audits for the purpose of verifying compliance with the requirements of a Section 5311 award.

Certifications and assurances. Applicants must agree to comply with certain Federal requirements by signing the certification and assurances form covered **by Exhibits F, G, I, and J** of this manual, as appropriate. Compliance items in Exhibit F apply to all applicants and include (but are not limited to) regulations pertaining to charter service and school bus service when using FTA-funded vehicles, equipment, and facilities; and FTA drug and alcohol testing regulations. **Exhibit G** applies to applicants for capital assistance to purchase non-accessible vehicles. **Exhibit I** assures compliance with Section 5333(b) of the Federal Transit Act, and applies to all applicants**. Exhibit J** pertains to Protection of the Environment and applies to applicants seeking grants for facilities. Applicants for Section 5311 Capital Assistance must also sign a certification and assurance to FDOT, as provided in Exhibit H of this manual.

Grant Award Process for Section 5311 Operating or JARC Operating Assistance (Part B). Grant awards will be made by the respective FDOT District Office to agencies submitting applications approved by FDOT for an award, by entering into a Joint Participation Agreement (JPA) with the agency (grant recipient). The District Office may enter into a multi-year JPA to commit funds for up to five (5) years in one JPA. However, the grant recipient must qualify each year by submitting an annual application for Section 5311 funds, as described in Part A this manual.

In the case of a multi-year JPA, the JPA does not identify the maximum amount of funding available annually for up to five years to the recipient. Each year of the period, the Department will encumber available funding, based on the formula allocation to recipients in each FDOT District, and provide written confirmation to the recipient of any adjustment to the original estimated funding level as a result of changes in Federal appropriations and/or formula allocations.

To notify an applicant (recipient) approved by FDOT for an award, the FDOT District Office will send a "Notice of Grant Award" to the applicant/recipient with instructions to sign and return it to the District Office (see sample notice in the Appendix.) Thereafter, the District Office will issue a JPA to the recipient.

Grant Award Process for Section 5311 Capital and JARC Capital Assistance (Part C).
Capital Assistance awards will be made by the respective FDOT District Office to agencies submitting applications approved by FDOT for an award, either by 1) issuing a Joint Participation Agreement (JPA) to the recipient; or 2) arranging for vehicle/equipment purchases through a contractor.

To notify an applicant (recipient) approved for an award by FDOT, the FDOT District Office will send a "Notice of Grant Award" to the applicant/recipient with instructions to sign and return it to the District Office (see sample notice in the Appendix.) Thereafter, 1) a JPA will be issued by the District Office to the recipient; or 2) FDOT's contractor will contact the recipient to arrange for purchase of vehicles/equipment.

General Instructions on Forms, Certifications, and Exhibits

Each form, exhibit, and certification provides FDOT with information it must have to make required assurances to the Federal government and to make project selections. It is important that each required form, exhibit, and certification be complete and correct. Applicants should be aware that there are criminal sanctions for furnishing false information in order to obtain federal grants (18 U.S.C. 1001).

The **original** application for Operating Assistance, Capital Assistance, or both, should be prepared on white, 8.5 X 11" paper and securely clipped (no binders or dividers, please) and submitted to the appropriate FDOT District Office. Each District Office requires at a minimum one (1) original and additional copies, as specified by the District, to be submitted. **Application forms, exhibits, and certifications should be arranged in the order listed in the "Checklist(s) for Application Completeness".** Three (3) separate checklists are provided in this manual at the end of the Exhibits section: one for Operating Assistance; one for Capital Assistance; and, one for both Operating and Capital Assistance. The appropriate checklist should be used to assure the application is complete. Applications that are incomplete, illegible, or unsigned may be rejected by letter from the District.

The **original** application must be accompanied by the **required cover letter** and **two (2) fully-executed Resolution** forms from the applicant's governing board (see Appendix for sample). The Resolution should authorize 1) submission of the application; 2) signing of the application and certifications/assurances by a designated individual; and 3) acceptance of the grant award by the designated individual.

All signatures should be in blue ink by the individual designated by the governing board of the applicant agency. Blue ink distinguishes an original signature from a photocopy. Only original signature resolutions, applications, and acceptance of grant awards are acceptable. The additional copies of the original application may be photocopies.

Questions regarding the Section 5311 application process should be directed to the FDOT District Office in the applicant's service area, as shown in the Appendix of this manual.

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PART A

APPLIES TO ALL APPLICATIONS

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PART A

APPLIES TO ALL APPLICANTS

Grant Application Instructions.

The standard Application for Federal Assistance (Form 424) must be filled out in its entirety for Section 5311 applications, and for the local clearinghouse submission. The standard form is located on the next page of this manual. It can also be found on the Internet in an interactive Adobe format at http://www.dot.state.fl.us/transit/Pages/Form_424.pdf.This form must be used for **ALL** applications.

No pre-application process is used in this program; therefore, all submissions are applications.

The code assigned to the Section 5311 Program in the Catalog of Federal Domestic Assistance is 20.509. This code should be shown in Section 10 of the form followed by the title: "Formula Grants for Rural Areas Program."

Executive Order 12372 requires a review of all Federal grants to ensure compliance with the local and state planning process. Therefore, prior to submission of an application to the FDOT District Office, copies of the application must be submitted to the appropriate **Local** Clearinghouse/Regional Planning Council (See Appendix). The appropriate clearinghouse agency should be contacted to determine the number of copies required for local review. The date the application was submitted to the local clearinghouse for review must be listed under 16a on the Standard Form 424.

Support letters from the local clearinghouse must be submitted to the District Office before a Section 5311 Award can be made.

NOTE: Applicants for Section 5311 Assistance should send their applications to the LOCAL CLEARINGHOUSE/REGIONAL PLANNING COUNCIL; NOT TO THE STATE CLEARINGHOUSE.

AGENCIES APPLYING ONLY FOR OPERATING ASSISTANCE: Standard Form 424 should cover only the Operating Assistance being applied for by the applicant.

AGENCIES APPLYING ONLY FOR CAPITAL ASSISTANCE: Standard Form 424 should cover only the Capital Assistance being applied for by the applicant.

AGENCIES APPLYING FOR BOTH OPERATING AND CAPITAL ASSISTANCE: Standard Form 424 should cover both Operating Assistance and Capital Assistance being applied for by the applicant.

Form 424

Item:	Entry:	Item:	Entry:
1.	Select Type of Submission.	11.	Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project.
2.	Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable).	12.	List only the largest political entities affected (e.g., State, counties, cities).
3.	State use only (if applicable).	13	Enter the proposed start date and end date of the project.
4.	Enter Date Received by Federal Agency Federal identifier number: If this application is a continuation or revision to an existing award, enter the present Federal Identifier number. If for a new project, leave blank.	14.	List the applicant's Congressional District and any District(s) affected by the program or project
5.	Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail and fax of the person to contact on matters related to this application.	15	Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.
6.	Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.	16.	Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.
7.	Select the appropriate letter in the space provided. A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School District I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) O. Not for Profit Organization	17.	This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.
8.	Select the type from the following list: • "New" means a new assistance award. • "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date. • "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision enter the appropriate letter: A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration	18	To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)
9.	Name of Federal agency from which assistance is being requested with this application.		
10.	Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.		

APPLICATION FOR FEDERAL ASSISTANCE **Version 7/03**

1. TYPE OF SUBMISSION:

Application – *place an x in the box* **[ ] construction** **[ ] non-construction**	**Pre-application** – *place an x in the box* **[ ] construction** **[ ] non-construction**
2. DATE SUBMITTED	**Applicant Identifier**
3. DATE RECEIVED BY STATE	**State Application Identifier**
4. DATE RECEIVED BY FEDERAL AGENCY	**Federal Identifier**

5. APPLICANT INFORMATION

Legal Name:	**Organizational Unit**:
	Department:
Organizational DUNS:	**Division:**
Address:	**Name and telephone number of person to be contacted on matters involving this application (give area code**)
Street:	**Prefix:** **First Name**:
City:	**Middle Name:**
County:	**Last Name:**
State: **Zip Code**	**Suffix**:
Country:	**Email:**
6. EMPLOYER IDENTIFICATION NUMBER *(EIN):* *(Replace these boxes with numerals)* -	**Phone Number (give area code**)
	Fax Number (give area code)
8. TYPE OF APPLICATION: **New Continuation Revision** **If Revision, enter appropriate letter(s) in box(es)** (**See back of form for description of letters.)** **Other (specify)**	**7. TYPE OF APPLICANT**: (See back of form for Application Types) **Other (specify)**
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: **(***Replace these boxes with numerals)* - **TITLE (Name of Program):**	**9. NAME OF FEDERAL AGENCY:**
12. AREAS AFFECTED BY PROJECT *(Cities, Counties, States, etc.):*	**11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:**
13. PROPOSED PROJECT	**14. CONGRESSIONAL DISTRICTS OF:**
Start Date: **Ending Date:**	**a. Applicant** **b. Project**

15. ESTIMATED FUNDING:			**16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?**
a. Federal	$	.00	**a . Yes. THIS PREAPPLICATION /APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:**
b. Applicant	$	.00	**DATE:**
c. State	$	.00	**b. No. PROGRAM IS NOT COVERED BY E. O. 12372.**
d. Local	$	.00	**PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW**
e. Other	$	.00	**17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?**
f. Program Income	$	.00	**Yes. If "Yes" attach an explanation.** **No**
g. TOTAL	$	.00	

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative		
Prefix:	**First Name**:	**Middle Name**:
Last Name:		**Suffix:**
b. Title:		**c. Telephone Number (give area code**)
d. Signature of Authorized Representative:		**e. Date Signed:**

Previous Edition Usable. Authorized for Local Reproduction. Standard Form 424 (Rev.9-2003); Prescribed by OMB Circular A-102

PART B

APPLIES TO ALL APPLICANTS FOR OPERATING ASSISTANCE

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PART B

APPLIES TO ALL APPLICANTS FOR OPERATING ASSISTANCE

Transportation-Related Operating and Administrative Expenses & Revenues; Calculation of Grant Request

Information regarding the applicant's transportation-related operating and administrative expenses and revenues must be provided with the application for Operating Assistance. **Forms B-1** and **B-2**, as provided in this manual, should be used for this purpose. **Form B-1** provides space for the applicant to show operating and administrative expenses of the service operated/contracted by the applicant. **Form B-1** also provides space to calculate a grant request. However, the grant request cannot be completed until **Form B-2** is completed. **Form B-2** provides space for the applicant to show the sources of revenue proposed to pay for the expenses shown in **Form B-1**.

The budget line items shown on the forms were originally defined in the Transportation Accounting Consortium's Model Uniform Accounting System for Rural and Specialized Transportation Providers (TAC Manual). The account numbers in parentheses are the object code numbers for these line items in the TAC manual and in FTA National Transit Data Reports (NTD). Definitions for expense and revenue line items are included in the Appendix of this manual.

Applicants should show the transportation-related operating and administrative expenses and revenues of their agency for the proposed project as projected for the year the Section 5311 Grant Award is to be used. For example, the projected expense and revenue budgets for year FY 2014/2015 should be used if Section 5311 Assistance is requested by the applicant for use in FY 2014/2015.

INSTRUCTIONS FOR COMPLETING FORM B-1.

Applicants should complete both the "Total Expense" and "FTA Eligible Expense" columns of **Form B-1**. In completing the form, Community Transportation Coordinators (CTCs) may use expense information from the budget in their most current TDSP. The "Total Expense" column should show all operating and administrative expenses associated with the proposed transportation service. The definitions for each line item code, as provided in the Appendix of this manual, apply. The "FTA Eligible Expense" column should include only those expenses that are eligible under FTA rules for service provided in non-urbanized areas. This means, for example, that expenses for charter service, school bus service, transportation service not open to the general public, service exclusively inside an urbanized area, depreciation expense, and other ineligible expenses would not appear in the "FTA Eligible Expense" column.

After completing the expense columns on **Form B-1**, applicants should next complete **Form B-2** (see instructions below.)

Note: In completing Form B-1 and B-2, applicants serving both urban and rural areas should use the same mechanism for segregating urban and rural expenses as they do for segregating urban and rural revenues. (See "Services Across Urbanized / Non-urbanized Area Boundaries" shown under "Threshold Criteria" in this manual.)

INSTRUCTIONS FOR COMPLETING FORM B-2.

Applicants should complete both the "Total Revenue" and "Revenue Used as FTA Match" columns of **Form B-2**. In completing **Form B-2**, CTCs may use revenue information from the budget in their most current TDSP. The "Total Revenue" column should show all revenues used to pay for the expenses shown in Form B-1, as noted previously. The definitions for each line item code, as provided in the Appendix of this manual, apply. The "Revenue Used as FTA Match" column separates total revenues from revenues accepted by FTA as match. This includes revenues in object codes 410, 411, 412, and 430. It also includes revenues in object code 413 EXCEPT for any FTA or other USDOT funds. In other words, FTA or other USDOT revenues should be deducted from the amount shown in object code 413 in the "Total Revenue" column, and the balance should be shown in the "Revenue Used as FTA Match" column.

Next, both columns should be totaled and (b) "Total Rural Passenger Fares" (401) and (e) "Grand Total Revenues" and this total should then be transferred to the grant request section of **Form B-1**.

INSTRUCTIONS FOR COMPLETING THE GRANT REQUEST ON FORM B-1.

To calculate the grant request on **Form B-1**:

- Enter the total (a) from the FTA Eligible Expense column of **Form B-1**.
- Enter the rural passenger fare revenue (b) from the first row of **Form B-2** (object Code 401- rural revenue).
- Subtract the passenger fare revenue (b) from the FTA Eligible Expense (a) to determine the operating deficit (c).
- Complete the Section 5311 request (d). Applicants may request no more than 50% of the operating deficit. Total revenues may not exceed total costs. Therefore, it may be necessary to adjust the Section 5311 request to an amount less than 50% of the deficit calculated.

PART B

APPLIES TO ALL APPLICANTS FOR OPERATING ASSISTANCE

FORM B-1
TRANSPORTATION-RELATED OPERATING and ADMINISTRATIVE EXPENSES

Name of Applicant:

_____

State Fiscal period requesting funding for, from _____ to _____

EXPENSE CATEGORY	TOTAL EXPENSE	FTA ELIGIBLE EXPENSE
Labor (501)	$	$
Fringe and Benefits (502)		
Services (503)		
Materials and Supplies (504)		
Vehicle Maintenance (504.01)		
Utilities (505)		
Insurance (506)		
Licenses and Taxes (507)		
Purchased Transit Service (508)		
Miscellaneous (509)		
Leases and Rentals (512)		
Depreciation (513)		
TOTAL	$	$ (a)

SECTION 5311 GRANT REQUEST

Total FTA Eligible Expenses (from Form B-1, above) $_____ (a)

Rural Passenger Fares (from Form B-2) $ _____ (b)

Operating Deficit $_____ (c)
[FTA Eligible Expenses (a) minus Rural Passenger Fares (b)]

Section 5311 Request $ _____ (d)
(No more than 50% of Operating Deficit)

Grant Total All Revenues (from Form B-2) $_____ *(e)

Note: If Grand Total Revenues (e) exceeds FTA Eligible Expenses (a), reduce the Section 5311 Request (d) by that amount.

PART B

APPLIES TO ALL APPLICANTS FOR OPERATING ASSISTANCE

FORM B-2
TRANSPORTATION-RELATED OPERATING and ADMINISTRATIVE REVENUES

Name of Applicant: _____

State Fiscal period requesting funding for, from _____ to _____

OPERATING REVENUE CATEGORY	TOTAL REVENUE	REVENUE USED AS FTA MATCH
Passenger Fares for Transit Service (401)	**Total= $** **Rural =$ (b)**	
Special Transit Fares (402)		
School Bus Service Revenues (403)		
Freight Tariffs (404)		
Charter Service Revenues (405)		
Auxiliary Transportation Revenues (406)		
Non-transportation Revenues (407)		
Total Operating Revenue	**$**	**$**
OTHER REVENUE CATEGORY		
Taxes Levied directly by the Transit System (408)		
Local Cash Grants and Reimbursements (409)		
Local Special Fare Assistance (410)		
State Cash Grants and Reimbursements (411)		
State Special Fare Assistance (412)		
Federal Cash Grants and Reimbursements (413)		
Interest Income (414)		
Contributed Services (430)		
Contributed Cash (431)		
Subsidy from Other Sectors of Operations (440)		
Total of Other Revenue	**$**	**$**
GRAND TOTAL ALL REVENUE	**$**	**$ (e)**

PART C

APPLIES TO ALL APPLICANTS FOR CAPITAL ASSISTANCE

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Transportation-Related Operating and Administrative Expenses & Revenues Information	**20**
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PART C

APPLIES TO ALL APPLICANTS FOR CAPITAL ASSISTANCE

Transportation-Related Operating and Administrative Expenses & Revenues

Information regarding the applicant's transportation-related operating and administrative expenses and revenues must be provided with the application. **Forms C-1 and C-2** are included in this manual for that purpose. These forms should provide information about operating and administrative expenses of the vehicles or service operated/provided by the applicant, as described in **Exhibits A and B** of the application, and information about the sources of revenue used to pay for these expenses.

The budget line items shown on the forms were originally defined in the Transportation Accounting Consortium's Model Uniform Accounting System for Rural and Specialized Transportation Providers (TAC Manual). The account numbers in parentheses are the object code numbers for these line items in the TAC Manual and in FTA National Transit Data Reports (NTD). Definitions for expense and revenue line items are included in the Appendix of this manual.

Applicants should show the transportation-related operating and administrative expenses and revenues of their agency as projected for the year the Section 5311 Grant Award is requested. For example, the projected expense and revenue budgets for year FY 2014/2015 should be used if Section 5311 Assistance is requested by the Agency for use in FY 2014/2015.

PART C

APPLIES TO ALL APPLICANTS FOR CAPITAL ASSISTANCE

FORM C-1
TRANSPORTATION-RELATED OPERATING and ADMINISTRATIVE EXPENSES

Name of Applicant: _____
State Fiscal period requesting funding for, from _____ to _____

EXPENSE CATEGORY	EXPENSE $
Labor (501)	$
Fringe and Benefits (502)	
Services (503)	
Materials and Supplies (504)	
Vehicle Maintenance (504.01)	
Utilities (505)	
Insurance (506)	
Licenses and Taxes (507)	
Purchased Transit Service (508)	
Miscellaneous (509)	
Leases and Rentals (512)	
Depreciation (513)	
TOTAL EXPENSE	$

FORM C-2
OPERATING and ADMINISTRATIVE REVENUES

OPERATING REVENUE CATEGORY	REVENUE $
Passenger Fares for Transit Service (401)	
Special Transit Fares (402)	
Other (403 – 407) (identify by appropriate code)	
TOTAL OPERATING REVENUE	**$**
OTHER REVENUE CATEGORY	
Taxes Levied Directly by the Transit System (408)	
Local Cash Grants and Reimbursements (409)	
Local Special Fare Assistance (410)	
State Cash Grants and Reimbursements (411)	
State Special Fare Assistance (412)	
Federal Cash Grants & Reimbursements (413)	
Interest Income (414)	
Contributed Services (430)	
Contributed Cash (431)	
Subsidy from Other Sectors of Operations (440)	
TOTAL OF OTHER REVENUE	**$**
GRAND TOTAL ALL REVENUE	**$**

PART C

APPLIES TO ALL APPLICANTS FOR CAPITAL ASSISTANCE

Current Vehicle and Transportation Equipment Inventory Form

Applicants must complete the "Current Vehicle and Transportation Equipment Inventory" (**Form C-3**), as shown in this manual. Applicants should refer to the "What's on the Market" summary located in the Appendix to identify the vehicle types available, but should also reference the TRIPS website to access the contracts for the vehicle(s) they are interested in to estimate the cost to fulfill their agency's specific needs and the amount of their request. The form must include a current list of all vehicles and equipment used by the applicant to transport individuals, including those bought in previous years with Federal funds; those bought with other than Federal funds; those now on order; and those to be ordered with grant awards made in previous years. All columns of the form must be completed. An asterisk (*) should be placed next to the model year of vehicles to be replaced with the grant being applied for with this application. Vehicles can only be listed for replacement once. If a grant award for replacement is received for a vehicle, then that vehicle cannot be listed for replacement on a subsequent application. Vehicles operated by the applicant's contractor or lessee should also be identified, and the name of the contractor/lessee shown in Exhibit B of the application.

Capital Request.

Applicants must complete the "Capital Request", **Form C-4**, provided in this manual. The upper part of the form (vehicle requests) covers vehicles; the lower (equipment requests), covers other capital equipment such as radios, computer software, computer hardware, etc.

The applicant should not complete the "GMIS Code" on the form but should provide enough information about the desired vehicle(s)/equipment to enable FDOT to complete the Code in accordance with FTA requirements.

NOTE: In the case of vehicles, applicants should be sure to indicate whether the new vehicle is to replace (R) an older vehicle or expand (E) the fleet by adding a new vehicle. The length of the vehicle, the number of passenger seats & wheelchair positions, lift or ramp, and the type of fuel is also important because this affects the cost (applicants will be required to pay the difference if diesel vehicles are requested). The make of the vehicle should not be shown on the form.

Applicants should refer to **"What's on the Market",** located in the Appendix, to identify the most appropriate vehicle type for its needs, and the estimated cost. The appropriate FDOT District Office or the Center for Urban Transportation Research (see **"What's on the Market"**) may be contacted for assistance.

PART C

Form C-3

CURRENT VEHICLE AND TRANSPORTATION EQUIPMENT INVENTORY (a)

Date of Inventory _____

Model Year (b)	Make/size/type (C)	FDOT Control # and VIN (d)	Ramp or lift (specify)	Seats & W/C positions (i.e. 12+2)	Avg. Miles/Yr.	Current Mileage	Expected Retirement Date	Other Equipment (e)	Funding Source (f)

(a) Applicants must use this form.

(b) Identify vehicles to be replaced with this or other grant by placing an asterisk (*) next to the model year. In Exhibit B of the application, provide the name of the lessee or contractor, if applicable.

(c) For example, Ford 22' bus; Dodge converted van.

(d) Show FDOT control number if bought with grant through FDOT; otherwise, show last 5 or 6 digits of Vehicle Identification Number (VIN).

(e) Include computer hardware and software, copiers, printers, mobile radios, communication systems, etc.

(f) Identify the grant or other funding source used for purchasing the vehicle/equipment.

NOTE: Those requesting replacement vehicle(s), please identify the year the vehicle(s) were purchased. Explain need for sedans and station wagons.

PART C
Form C-4

CAPITAL REQUEST

VEHICLE REQUEST

GMIS Code (This column for FDOT use ONLY)	R or E (a)	Number requested	Description (b) (c)	Estimated Cost
11.__.__				
11.__.__				
11.__.__				
11.__.__				
11.__.__				
Sub-total				$

EQUIPMENT REQUEST (c)

11.__.__				
11.__.__				
11.__.__				
11.__.__				
Sub-total				$

(a) Replacement (R) or Expansion (E).

(b) Provide a brief description including the length and type vehicle, type of fuel, lift or ramp, number of seats and wheelchair positions. Do not show the Make. For example, 22' gasoline bus with lift, 12 amb. seats, 2 w/c positions (due to the higher cost of diesel vehicles the applicant will be required to pay the difference in cost over that of a gasoline vehicle).

(c) Show mobile radios and identify the type of radio (i.e two way radio or stereo radio), computer hardware/software, etc. under "Equipment Request."

VEHICLE SUBTOTAL $_____+ EQUIPMENT SUBTOTAL$ _____ = $ _____ (x).

(x) X 80% = $ _____ [Show this amount on Form 424 in block 15(a)]

EXHIBITS

(TO BE INCLUDED IN APPLICATIONS AS INDICATED BELOW)

Exhibit	Applies to Operating Assistance Only	Applies to Capital Assistance Only	Applies to Both	Page
A – System Description	(*)	(*)	(*)	26
A -1 – Fact Sheet	X	X	X	27
B – Proposed Project Description	(*)	X (*)	X (*)	28
C – Public Hearing		X (**)	X (**)	30
D – N/A	N/A	N/A	N/A	31
E & E-1 Single Audit Act & Certification	X	X	X	32
F – Federal Certifications and Assurances	X	X	X	34
G – Certification of Equivalent Service		X	X	35
H – Applicant Certification and Assurance to FDOT		X	X	36
I – FTA Section 5333(b) Assurance	X	X	X	37
J – Protection of the Environment		X (***)	X (***)	38
Checklists for Application Completeness	X			39

(*) New Applicants only (See definition in Glossary in Appendix.)

(**) Public Agencies only.

(***) Applicants for facilities only.

APPLIES TO APPLICANTS FOR OPERATING ASSISTANCE, CAPITAL ASSISTANCE, OR BOTH

EXHIBIT A - Not to exceed three (3) pages

Current System Description

Applicants must submit Exhibit A as part of their application. Exhibit A should provide a short description of who the applicant is and what they do. It is requested that you submit the System Description in a question/answer format if applying in District 2. At a minimum, the following information should be included in the narrative:

- An overview of the organization including its mission.
- Organizational structure, type of operation, total number of employees, and other pertinent information.
- Who is responsible for insurance, training and management, and administration of the agencies transportation program?
- Who provides maintenance if capital assistance is requested.
- Number of transportation related employees.
- Who will drive the vehicle, number of drivers, CDL certifications, etc., if capital assistance is requested.
- A detailed description of service, routes and ridership numbers.
- Exhibit A-1 (below)

If the applicant is a Community Transportation Coordinator (CTC), **relevant** pages of a Transportation Disadvantaged Service Plan (TDSP) and Annual Operating Report (AOR) containing the above information may be provided.

Evaluators will rely heavily on an applicant's narrative in determining the amount of funds/vehicles/equipment awarded.

GRANT WRITING TIP: Refer to the Evaluation Criteria in the General Program Information Section of this manual. An applicant's narrative should cover the points that will be evaluated.

All Applicants

EXHIBIT A-1
FACT SHEET

	CURRENTLY	IF GRANT IS AWARDED *
1. Number of one-way passenger trips.* **PER YEAR**		
2. Number of individuals served unduplicated (first ride per rider per fiscal year). **PER YEAR**		
3. Number of vehicles used for this service. **ACTUAL**		
4. Number of ambulatory seats. **AVERAGE PER VEHICLE (Total ambulatory seats divided by total number of fleet vehicles)**		
5. Number of wheelchair positions. **AVERAGE PER VEHICLE (Total wheelchair positions divided by total number of fleet vehicles)**		
6. Vehicle Miles traveled. **PER YEAR**		
7. Average vehicle miles **PER DAY**		
8. Normal vehicle hours in operation. **PER DAY**		
9. Normal number of days in operation. **PER WEEK**		
10. Trip length (roundtrip). **AVERAGE**		

Estimates are acceptable.

* One way passenger trip is the unit of service provided each time a passenger enters the vehicle, is transported, then exits the vehicle. Each different destination would constitute a passenger trip

APPLIES TO ALL APPLICANTS FOR CAPITAL ASSISTANCE
APPLIES TO ALL APPLICANTS FOR OPERATING ASSISTANCE

EXHIBIT B

Proposed Project Description (not to exceed three (3) pages)

Applicants must submit **Exhibit B** as part of their application. The proposed project description should be through as evaluators will rely heavily on the narrative in reviewing and ranking an application. It is requested that you submit the Project Description in a question/answer format if applying in District 2. The project description should not repeat the current system description shown in **Exhibit A**. **Exhibit B** must include, but not be limited to:

1. Is the project to continue the existing level of services, to expand present service, or to provide new service? How will a grant award be used? More hours? Larger geographic area? Shorter headways? More trips? Please explain in detail.

2. If a grant award will be used to maintain services as described in Exhibit A, specifically explain how it will be used in the context of total service.

3. Give a detailed explanation of the need for the vehicle and provide evidence of the need.

4. Will a grant award be used to replace existing equipment or purchase additional vehicles/equipment? Provide details.

5. Identify vehicles/equipment being replaced and list them on the "**Current Vehicle and Transportation Equipment Inventory**" form, provided elsewhere in this manual.

6. Describe the Agency's maintenance program and include a section describing how vehicles will be maintained without interruptions in service (who, what, where, and when).

7. If vehicles and/or equipment are proposed to be used by a lessee or private operator under contract to the applicant, identify the proposed lessee/operator.

    a. Include an equitable plan for distribution of vehicles/equipment to lessees and/or private operators.

8. Each applicant shall indicate whether they are a government authority or a private non-profit agency, provide a brief description of the project which includes the counties services, whether the applicant employees are represented by a union and if so represented the name and local number of the union.

9. Provide details as to the methodology used for determining requested operating costs and a breakdown of categories.

    Fully explain Your Transportation Program
    a. Service hours, planned service, routes and trip types
    b. Staffing – include plan for training on vehicle equipment such as wheelchair lifts, etc.
    c. Records maintenance
    d. Vehicle maintenance – who, what, when and where

e. CDL requirements
f. System safety plan
g. Drug free work place

10. Have you met with the CTC and, if so, how are you providing a service that they cannot? Provide detailed information supporting this requirement.

GRANT WRITING TIP: Refer to the Evaluation Criteria in the General Program Information Section of this manual, and be sure Exhibit B covers the points that will be evaluated.

APPLIES TO PUBLIC AGENCY APPLICANTS FOR CAPITAL ASSISTANCE

EXHIBIT C

Public Hearing

An opportunity for a public hearing is required ONLY for Public Agencies requesting Section 5311 Capital Assistance. An application for Section 5311 Capital Assistance submitted by a public agency should contain a copy of the notice of public hearing (identified as Exhibit C) and an affidavit of publication. If Exhibit C is not applicable, this should be stated in the application.

A sample public notice is located in the Appendix of this manual. A public notice should contain all pertinent information relating to the project (such as number and types of vehicles as well as the estimated cost of the vehicles) and should run at least one time in a newspaper of general circulation in the applicant's service area, no less than 15 or more than 30 days prior to the submission of an application. The notice should state that persons requesting a hearing must notify the applicant of the request, in writing, and send a copy of the request for a hearing to the FDOT District Office.

The deadline for hearing requests **must** be prior to the date applications are due at the District Office. If a hearing is requested:

1. A hearing must be conducted;
2. The FDOT District Office must be notified of the date, time, and location of the hearing; and
3. A copy of the minutes of the hearing (to include a discussion of issues raised and resolution of issues) must be submitted to the FDOT District Office, before a Section 5311 Award can be made.

EXHIBIT D

This Exhibit is not applicable to the Section 5311 Program.

APPLIES TO ALL APPLICANTS

EXHIBIT E

Single Audit Act (as described in OMB Circular A-133)

1. **If the applicant receives $500,000 or more for the current fiscal year from all Federal sources:**

   A. It is subject to the Single Audit Act. If this requirement applies:

   a. A copy of the applicant's most recent audit report must be submitted to the FDOT District Office with the application if this was not done previously. The report should be marked "Exhibit E."
   b. If the most recent audit report was previously sent to the District Office, the date submitted should be shown in "Exhibit E" in the application.
   c. Applicants that received a Section 5311 Award in the last fiscal year should include a copy of the pages from the annual audit that indicates the auditor specifically tested for Section 5311 requirements and certifies compliance.

NOTE: For purposes of the Section 5311 Program, this requirement applies ONLY to recipients of Section 5311 funds received via a Joint Participation Agreement with FDOT. Recipients of Section 5311-funded vehicles/equipment through FDOT's contractor need not comply in regard to the value of vehicles/equipment. (See "Grant Award Process" elsewhere in this manual.)

1. If the applicant does not receive $500,000 or more in Federal funds for the current fiscal year from all Federal sources combined,

AND / OR

4. If the applicant receives ONLY Section 5311-funded vehicles/equipment through FDOT's contractor,

a. It is exempt from the Single Audit Act.
b. Exhibit E, Attachment 1 (below) must be submitted with the Application.

Exhibit E
Attachment 1

Certification of Exemption from Single Audit Act

IT IS HEREBY CERTIFIED THAT the applicant:

1. Will not receive $500,000 or more for the current Fiscal Year from all federal sources combined, and is, therefore, exempt from the Single Audit Act as described in OMB A-133; and

2. In the event the applicant does receive $500,000 or more in total from all federal sources during the current fiscal year, the applicant will comply with the Single Audit Act and submit to the District Office a copy of its most recent audit conducted in compliance with the Act.

_____	_____	_____
(Typed name and title of authorized individual)	(Signature of authorized individual)	(Date)

APPLIES TO ALL APPLICANTS

EXHIBIT F

Federal Certifications and Assurances

The **last** page (Appendix A) of the annual Federal Register Notice that applies to Federal Certifications and Assurances provides applicants with a single signature page on which an applicant and its attorney must certify compliance with the requirements of the various Federal Transit Administration grants or cooperative agreements. The Federal Register Notice is revised annually and is usually available around January 1 of each year. Applicants may obtain a copy of the current year document through the Internet at http://www.fta.dot.gov/funding/grants_financing_93.html (then, follow instructions on where to proceed.) If unable to access the form, applicants may contact their FDOT District Office for assistance. The appropriate signed Federal certification/assurance form must be included in the application when it is submitted to the FDOT District Office.

GRANT WRITING TIP: All applicants must use the current year form and it must be the actual form from FTA. This form cannot be an edited version of a prior year's form or a recreation of the form.

The signature page for Federal Certifications and Assurances should be signed by an individual authorized by the applicant's governing board to sign and submit applications, and its attorney. Blue ink is required as it distinguishes an original signature from a photocopied signature.

Federal Certifications and Assurances Required of Each Applicant:

- Authority of applicant and its representative
- Standard Assurances
- Debarment, Suspension, and other Responsibility Matters
- Drug Free Workplace Certification
- Intergovernmental Review Assurance
- Federal Transit Administration Master Agreement
- Nondiscrimination Assurance
- Assurance of Nondiscrimination on the Basis of Disability Procurement Compliance.

A. Applicants for Federal Assistance may signify compliance with the above certifications and assurances by placing an "X" at the top of Appendix A next to the statement that reads: "The Applicant agrees to comply with applicable requirements of Categories 01-24". If an applicant chooses to do this, no additional notation is necessary, except for the signature on the reverse.
.

OR

B. The applicant may signify compliance with certifications and assurances applicable only to the Section 5310 Program, specifically, Category XIII, by placing an "X" in Category 01, "Certifications and Assurances Required for Each Applicant" (to cover the above-noted items), as well as an "X" in Category 12 entitled "Alcohol Misuse and Prohibited Drug Use" and Category 18 "Nonurbanized Area Formula Program for States."

A description of the certifications required for the Section 5311 Formula Grants for Rural Areas Program is provided in the annual Federal Register Notice.

APPLIES TO APPLICANTS FOR CAPITAL ASSISTANCE FOR NON-ACCESSIBLE VEHICLES

EXHIBIT G

CERTIFICATION FOR AGENCIES REQUESTING NON-ACCESSIBLE VEHICLES

If the applicant wants to purchase non-accessible vehicles for demand responsive service, they must provide a detailed explanation as to the need for this type of vehicle (sedan, station wagon or passenger van) in addition to the following "Certification of Equivalent Service" must be completed and included in the application.

CERTIFICATION OF EQUIVALENT SERVICE

The _____ certifies that its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Such service, when viewed in its entirety, is provided in the most integrated setting feasible and is equivalent 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.

In accordance with 49 CFR Part 37, public entities operating demand responsive systems for the general public which receive financial assistance under 49 U.S.C. 5310 and 5311 of the Federal Transit Administration (FTA) funds must file this certification with the appropriate state program office before procuring any inaccessible vehicle. Such public entities not receiving FTA funds shall also file the certification with the appropriate state office program. Such public entities receiving FTA funds under any other section of the FTA Programs must file the certification with the appropriate FTA regional office. This certification is valid for no longer than one year from its date of filing.

Executed this _____ day of _____,

_____
(Signature of authorized representative)

_____
(Typed name and title of authorized representative)

APPLIES TO APPLICANTS FOR CAPITAL ASSISTANCE

EXHIBIT H
APPLICANT CERTIFICATION AND ASSURANCE TO FDOT

To be completed and signed by an individual authorized by the governing board of the applicant agency and submitted with the grant application.

The _____ (undersigned) _____certifies and assures to the Florida Department of Transportation in regard to its Application under U.S.C. Section 5311 dated _____ :

1) It shall adhere to all Certifications and Assurances made to the federal government in its Application.
2) It shall comply with Section 341.051 Florida Statutes and Chapter 14-73 and Chapter 14-90 Florida Administrative Code.
3) It has the fiscal and managerial capability and legal authority to file the application.
4) Local matching funds will be available to purchase vehicles/equipment at the time an order is placed.
5) It will carry adequate insurance to maintain, repair, or replace project vehicles/equipment in the event of loss or damage due to an accident or casualty.
6) It will maintain project vehicles/equipment in good working order for the useful life of the vehicles/equipment.
7) It will return project vehicles/equipment to the Department if, for any reason, they are no longer needed or used for the purpose intended.
8) It recognizes the Department's authority to remove vehicles/equipment from its premises, at no cost to the Department, if the Department determines the vehicles/equipment are not used for the purpose intended, improperly maintained, uninsured, or operated unsafely.
9) It will not enter into any lease of project vehicles/equipment or contract for transportation services with any third party without prior approval of the Department.
10) It will notify the Department within 24 hours of any accident or casualty involving project vehicles/equipment, and submit related reports as required by the Department.
11) It will submit an annual financial audit report to the Department, if required by the Department.

Date: _____

_____
(Typed name and title of authorized representative)

_____
(Signature of authorized representative)

APPLIES TO ALL APPLICANTS

EXHIBIT I
FTA Section 5333 (b) Assurance

(Note: By signing the following assurance, the recipient of Section 5311 and/or 5311(f) assistance assures it will comply with the labor protection provisions of 49 U.S.C. 5333(b) by one of the following actions: (1) signing the Special Warranty for the Non-urbanized Area Program; (2) agreeing to alternative comparable arrangements approved by the Department of Labor (DOL); or (3) obtaining a waiver from the DOL.)

The _____ (hereinafter referred to as the "Recipient") HEREBY ASSURES that the "Special Section 5333 (b) Warranty for Application to the Small Urban and Rural Program" has been reviewed and certifies to the Florida Department of Transportation that it will comply with its provisions and all its provisions will be incorporated into any contract between the recipient and any sub-recipient which will expend funds received as a result of an application to the Florida Department of Transportation under the FTA Section 5311 Program.

Dated _____

_____
(Name and Title of Authorized Representative)

_____
(Signature of Authorized Representative)

Note: All applicants must complete the following form and submit it with the above Assurance.

LISTING OF RECIPIENTS, OTHER ELIGIBLE SURFACE TRANSPORTATION PROVIDERS, AND LABOR ORGANIZATIONS REPRESENTING EMPLOYEES OF SUCH PROVIDERS, IF ANY
(See Appendix for Example)

1 Identify Recipients of Transportation Assistance Under this Grant.	2 Site Project by Name, Description, and Provider (e.g. Recipient, other Agency, or Contractor)	3 Identify Other Eligible Surface Transportation Providers (Type of Service)	4 Identify Unions (and Providers) Representing Employees of Providers in Columns 1, 2, and 3

APPLIES TO APPLICANTS FOR FACILITIES

EXHIBIT J

Protection of the Environment

Most transit projects funded under Section 5311 will be classified by FTA as categorical exclusions. Examples of categorical exclusions include operating assistance, purchase of transit vehicles, and purchase of office equipment.

If the proposed project is for construction or acquisition of facilities or other buildings, further evaluation may be required before a determination can be made that the project is a categorical exclusion. The FDOT District Office in the applicant's service area (see Appendix) should be contacted to determine if additional evaluation is needed. If it is needed, information such as an Environmental Assessment or Environmental Impact Statement (as determined by FDOT) should be included with an application for Section 5311 Assistance. This information may be separately bound and identified as Exhibit J.

Questions about this requirement should be directed to the FDOT District Office.

EXHIBIT K
Ask your CTC for this information

Coordinated Public Transit-Human Services Transportation Plan

To be completed and signed by an individual authorized by the governing board of the applicant agency and submitted with the grant application.

The _____certifies and assures to the Florida Department of Transportation in regard to its Application for Assistance under U.S.C. Section 5311 dated _____:

1) This grant request is derived from a coordinated plan compliant with Federal Transit Administration Circular FTA C 9040.1F.

2) The name of this coordinated plan is provided below.

   _____

3) The agency that adopted this coordinated plan is provided below.

   _____

4) The date the coordinated plan was adopted is provided below.

   _____

5) The page number of the coordinated plan that this application supports.

   _____

APPLIES TO APPLICANTS FOR OPERATING ASSISTANCE (ONLY)

CHECKLIST FOR APPLICATION COMPLETENESS

Name of Applicant: _____

Check One: New Applicant _____ Recurring Applicant _____

The following documents must be included in section 5311 Operating Assistance Applications in the order listed:

____ This checklist.

____ Applicant's cover letter (use FDOT provided cover letter).

____ Two (2) copies of the governing board's Resolution.

____ Forms B-1 and B–2 (Operating and Administrative Expense & Revenues; Grant Request.)

____ Application for Federal Assistance (Form 424, Code 20.509).

____ Exhibit A-1: Fact Sheet.

____ Exhibit E: Single Audit Act, and a copy of the latest completed audit, if applicable.

____ Exhibit E-1: Certification of Exemption from Single Audit Act, if applicable.

____ Exhibit F: Federal Certifications and Assurances.

___ Exhibit I: FTA Section 5333(b) Assurance.

____ Exhibit K: Applicant Certification of Transportation Disadvantaged Service Plan (TDSP).

Date Application submitted to Local Clearinghouse Agency/RPC: _____.

Additional documents required from New Applicants:

____ Exhibit A – Current System Description.

____ Exhibit B – Proposed Project Description.

APPLIES TO APPLICANTS FOR CAPITAL ASSISTANCE (ONLY)

Checklist for Application Completeness

Name of Applicant: _____

Check one: New Applicant _____ Recurring Applicant _____

The following must be included in the Application for Section 5311 Capital Assistance in the order listed.

___ This checklist

___ Applicant's cover letter (use FDOT provided cover letter).

___ Two (2) copies of the governing board's Resolution.

____ Application for Federal Assistance (Form 424, Code 20.509)

_____ Forms B-1 and B-2)Operating and Administrative Expense & Revenues; Grant Request)

____ Forms C-1 and C-2 (Operating and Administrative Expenses & Revenues)

____ Form C-3 (Current Vehicle and Transportation Equipment Inventory)

____ Form C-4 (Capital Request)

____ Exhibit A-1: Fact Sheet

____ Exhibit B: Proposed Project Description

____ Exhibit C: Public Hearing and Publisher's Affidavit (public agencies only)

____ Exhibit E: Single Audit Act, and a copy of the latest audit, if applicable

____ Exhibit E-1: Certification of Exemption from Single Audit Act, if applicable

_____ Exhibit F: Federal Certifications and Assurances

____ Exhibit G: Certification of Equivalent Service (if grant is for non-accessible vehicles)

_____ Exhibit H: Applicant Certification and Assurance to FDOT

_____ Exhibit I: FTA Section 5333(b) Assurance

_____ Exhibit J: Protection of the Environment (if grant is for facilities)

_____ Exhibit K: Applicant Certification of Transportation Disadvantaged Service Plan (TDSP).

Date application was submitted to Local Clearinghouse/RPC: _____

Additional documents required from New Applicants:

___ Exhibit A: Current System Description

APPLIES TO APPLICANTS FOR BOTH OPERATING AND CAPITAL ASSISTANCE

CHECKLIST FOR APPLICATION COMPLETENESS

Name of Applicant: _____

Check one: New Applicant _____ Recurring Applicant _____

The following must be included in the Application for both Section 5311 Operating and Capital Assistance in the order listed.

___ This checklist

___ Applicant's cover letter (use FDOT provided cover letter).

___ Two (2) copies of the governing board's Resolution.

___ Application for Federal Assistance (Form 424, Code 20.509)

___ Form B-1 and B-2 (Operating and Administrative Expenses & Revenues; Grant Request)

___ Form C-2 (Current Vehicle and Transportation Equipment Inventory)

___ Form C-3 (Capital Request)

___ Exhibit A-1: Fact Sheet

___ Exhibit B: Proposed Project Description

___ Exhibit C: Public Hearing and Publisher's Affidavit (public agencies only)

___ Exhibit E: Single Audit Act, and a copy of the latest audit, if applicable

___ Exhibit E-1: Certification of Exemption from Single Audit Act, if applicable

___ Exhibit F: Federal Certifications and Assurances

___ Exhibit G: Certification of Equivalent Service (if grant is for non-accessible vehicles)

___ Exhibit H: Applicant Certification and Assurance to FDOT

___ Exhibit I: FTA Section 5333(b) Assurance

___ Exhibit J: Protection of the Environment (if grant is for facilities)

___ Exhibit K: Applicant Certification of Transportation Disadvantaged Service Plan (TDSP)

Date application was submitted to Local Clearinghouse: _____

Additional documents required from New Applicants:

___ Exhibit A: Current System Description.

APPENDIX

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49 U.S.C. 5335, Definitions - Operating and Administrative Expenses
(National Transit Data Report – NTD)
http://www.ntdprogram.gov/ntdprogram/Glossary.htm

(501) labor - The pay and allowances due employees in exchange for the labor services they render in behalf of the transit system.

(502) fringe and benefits - Payments or accruals to others (insurance companies, governments, etc.) on behalf of an employee and payments or accruals direct to an employee arising from something other than his performance of a piece of work.

(503) services - Labor and other work provided by outside organizations for fees and related expenses.

(504) materials and supplies - Tangible products obtained from outside suppliers or manufactured internally.

(504.01) vehicle maintenance - Cost of fuel and lubricants, tires and tubes, vehicle maintenance parts.

(505) utilities - Payments made to various utilities for utilization of their resources (e.g., electric, gas, water, telephone, etc.)

(506) insurance - Cost elements covering protection of the transit system from loss through insurance programs; compensation of others for their losses due to acts for which the transit system is liable; and recognition of the cost of a miscellaneous category of corporate losses.

(507) license and taxes - Taxes and fees levied against the transit system by Federal, state, and local governments.

(508) purchased transit service - The payment or accrual to other transit systems for providing transportation service.

(509) miscellaneous - Those expenses which cannot be attributed to any of the other major expense categories.

(512) leases and rentals - Payments for the use of capital assets not owned by the transit system.

(513) depreciation - Charges that reflect the loss in service value of the transit system's assets.

49 U.S.C. 5335, Definitions - Operating and Administrative Revenue
(National Transit Data Report – NTD)
http://www.ntdprogram.gov/ntdprogram/Glossary.htm

(401) passenger fares for transit services - Revenue earned from carrying passengers along regularly scheduled routes.

(402) special transit fares - Revenues earned for rides given in regular transit service, but paid for by some organization rather than by the rider, and for rides given along special routes for which revenue may be guaranteed by a beneficiary of the service.

(403) school bus service revenues - Revenues earned from operating vehicles under school bus contracts.

(404) freight tariffs - Revenues earned from carrying freight on runs whose primary purpose is passenger operations.

(405) charter service revenues - Revenues earned from operating vehicles under charter contracts.

(406) auxiliary transportation revenues - Revenues earned from operations closely associated with the transportation operations (e.g., concessions, advertising, automobile ferriage, etc.)

(407) nontransportation revenues - Revenues earned from activities not associated with the provision of the transit system's transit service (e.g., sale of maintenance services, rental of revenue vehicles, rental of buildings and other property, investment income, parking lot revenue, etc.)

(408) taxes levied directly by transit system - Tax revenues to transit systems that are organized as independent political subdivision with their own taxation authority.

(409) local cash grants and reimbursements - Funds obtained from local government units to assist in paying the cost of operating transit services.

(410) local special fare assistance - Funds obtained from local government units to help cover the difference between full adult fares and special reduced fares. *(Includes local social service contract funds)*

(411) state cash grants and reimbursements - Funds obtained from state government to assist in paying the cost of operating transit services. *(Includes Commission for the Transportation Disadvantaged grant funds)*

(412) state special fare assistance - Funds obtained from state government to help cover the difference between full adult fares and special reduced fares. *(Includes state social service contract funds)*

(413) federal cash grants and reimbursements - Funds obtained from the Federal government to assist in paying the cost of operating transit services. Include and identify the source of unrestricted Federal Funds used as match.

(414) interest income - Revenues earned from the lending or deposit of funds.

(430) contributed services - The receipt of services (not cash) from another entity where such services benefit transit operations and the transit operator is under no obligation to pay for the services.

(431) contributed cash - The receipt of funds from another entity where such funds benefit transit operations and the transit operator is under no obligation to repay the funds.

(440) subsidy from other sectors of operations - Funds obtained from other sectors of a transit company's operations to help cover the cost of providing transit service.

WHAT'S ON THE MARKET

Below is a listing of all active contracts available through the FDOT TRIPS Program for the purchase of new transit vehicles. The Auto and Light Truck contract can be found at The Florida Department of Management Services (DMS) website. Some new types of vehicles have entered the community transportation market in the last few years. They generally fall into the following categories of expected minimum life of service years and mileage:

FDOT Minimum Service Life – 5 years and/or 200,000 miles:

COMMUTER VAN 9-PASSENGER CENTER AISLE VEHICLES

Ford E-250 138" W/B 9,000# Chassis

The commuter vans intended use is as a pool vehicle for commuters or a special purpose vehicle for public transit systems and/or other governmental agencies. No mobility lift or ramp available. Optional stretcher securement system with limited passenger seating, is available. Pricing does not reflect all options available with this contract.

GVWR	Seating Capacity	Price	Wheelchair Positions	Contract #	Order Packet & Pricing
9,000#	2 - 9	$33,900-$38,000	Stretcher Option	TRIPS-09-CV-GM - Ford	Order Packet

VPG MV-1 PURPOSE BUILT SPECIAL NEEDS VEHICLE

GVWR/Length	Ambulatory Seating Capacity	Price	Wheelchair Positions	Contract #	Order Packet & Pricing
6,600#/205''	0 - 6	$46,598	0 - 12	TRIPS-12-SNV-CBS	Order Packet

MINIVANS – PENDING CONCLUSION OF RFP PROCESS

The extended low floor minivans with mobility ramp intended use is as a Paratransit or a supervisor vehicle, providing public transportation for a maximum capacity of six (6) ambulatory passengers or a maximum of two (2) wheelchair passengers and three (3) ambulatory passengers. These configurations exclude the driver.

GVWR/Length	Ambulatory Seating Capacity	Price	Wheelchair Positions	Contract #	Order Packet & Pricing
Pending	Pending	Pending	2	Pending	Pending

STANDARD CUTAWAY

Each dealer offers a variety of models built on a variety of chassis' and chassis weights. Please contact the dealer directly for questions on capacity and floor plans.

Transit Plus	First Class Coach Sales	Getaway Bus	Rivers Bus	Atlantic Bus Sales
TRIPS-11-CA-TP	TRIPS-11-CA-FCCSC	TRIPS-11-CA-GB	TRIPS-11-CA-RB	TRIPS-11-CA-ABS
Contract	Contract	Contract	Contract	Contract
Order Packet	Order Packet	Order Packet	Order Packet	Order Packet

SMALL CUTAWAY LOW FLOOR (Formally Type D)

Chevrolet 3500 Chassis 12,300# GVWR
Chevrolet 4500 14,200# GVWR
International 25,500# GVWR

Small low floor chassis transit vehicle with wheel chair ramp, produced by two different manufacturers and dealers.

( ) - Indicates number of seats without wheel chairs.

GVWR/Length	Seating Capacity	Price	Wheelchair Positions	Contract #	Order Packet & Pricing
12,300#/21'	6 – 12 (15)	$109,100 - $131,800	1	TRIPS-10-SCLF-FCCS Optional Hybrid Drive	Order Packet
14,200#/23'	6 – 12 (23)	$117,000 - $150,000	1 - 3		
25,500#/26' – 36'	12 – 26 (32)	$158,400 - $209,600	1 - 2	TRIPS-10-SCLF-TP	Order Packet

FDOT Minimum Service Life – 7 years and/or 250,000 miles:

MEDIUM DUTY

Medium duty Champion CTS 31'and 34’ high level floor rear engine city-type coach for light duty fixed route service and offered by Transit Plus, Inc. Pricing does not reflect all options available.

( ) – Indicates number of seats without wheel chair positions.

GVWR/Length	Ambulatory Seating Capacity	Price	Wheelchair Positions	Contract #	Order Packet & Pricing
26,500#/31’	0 – 18 (27)	$173,000 -$181,000	0 - 7	TRIPS-09-MD-TP	Order Packet
31,000#/34’	0 - 28 (33)	$180,100 - $188,000	0 - 9		

FDOT Minimum Service Life – 10 years and/or 350,000 miles:

MEDIUM DUTY

Medium duty chassis built on by ElDorado through Florida Transportation Systems dealer. The E-Z Rider 31' low floor rear engine city-type coach designed for moderate duty fixed route service. Pricing does not reflect all options available.

( ) – Indicates number of seats without wheel chair positions.

GVWR/Length	Ambulatory Seating Capacity	Price	Wheelchair Positions	Contract #	Order Packet & Pricing
34,000#/31’	0 - 28 (39)	$280,100 - $290,000	0 - 9	TRIPS-09-MD-FTS	Order Packet

Sample

RESOLUTION FORM

A **RESOLUTION** of the _____(Governing Board)_____ authorizing the signing and submission of a grant application and supporting documents and assurances to the Florida Department of Transportation, the acceptance of a grant award from the Florida Department of Transportation, and the purchase of vehicles and/or equipment and/or expenditure of grant funds pursuant to a grant award.

WHEREAS, _____(Applicant) _____ has the authority to apply for and accept grants and make purchases and/or expend funds pursuant to grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes and/or by the Federal Transit Administration Act of 1964, as amended;

NOW, THEREFORE, BE IT RESOLVED BY THE _____(Governing Board)_____ _____, FLORIDA:

1. This resolution applies to Federal Program(s) under U.S.C. Section(s) _____.

2. The submission of a grant application(s), supporting documents, and assurances to the Florida Department of Transportation is approved.

3. _____ (Authorized Individual by Name and Title) _____is authorized to sign the application, accept a grant award, sign a JPA purchase vehicles/equipment and/or expend grant funds pursuant to a grant award, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS _____, 201_

By: _____
(Signature, Chairman of the Board

_____
(Typed Name and Title)

ATTEST:

_____ (seal)

REQUIRED

COVER LETTER

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

GRANT APPLICATION

_____ (agency name) submits this Application for the Section 5311 Program Grant and agrees to comply with all assurances and exhibits attached hereto and by this reference made a part thereof, as itemized in the Checklist for Application Completeness.

_____ (agency name) further agrees, to the extent provided by law (in case of a government agency in accordance with Sections 129.07 and 768.28, Florida Statutes) to indemnify, defend and hold harmless the Department and all of its officers, agents and employees from any claim, loss, damage, cost, charge, or expense out of the non-compliance by the Agency, its officers, agents or employees, with any of the assurances stated in this Application.

This Application is submitted on this _____ day of _____, 201___ with two (2) original resolutions or certified copies of the original resolution authorizing _____ (Name & Title) to sign this Application.

Agency Name

By _____ Date _____

Title_____

Sample

Public Notice

(Pertains to Exhibit C)

All interested parties within (counties affected) are hereby advised that (public agency) is applying to the Florida Department of Transportation for a capital grant under Section 5311 of the Federal Transit Act of 1991, as amended, for the purchase of (description of equipment) to be used for the provision of public transit services within (defined area of operation) .

A Public Hearing has been scheduled at (date, time, location) , for the purpose of advising all interested parties of service being contemplated if grant funds are awarded, and to ensure that contemplated services would not represent a duplication of current or proposed services provided by existing transit or paratransit operators in the area.

This hearing will be conducted if and only if a written request for the hearing is received by (two days prior to the scheduled hearing).

Requests for a hearing must be addressed to (Public Agency name and address) and a copy sent to (name and address of appropriate FDOT District Office.)

Florida Law and Title VI of the Civil Rights Act of 1964 Prohibits Discrimination in:

Public accommodation on the basis of race, color, religion, sex, national origin, handicap, or of marital status.

Persons believing they have been discriminated against on these conditions may file a complaint with the Florida Commission on Human Relations at 850-488-7082 or 800-342-8170 (voice messaging)

SAMPLE

NOTICE OF GRANT AWARD FOR CAPITAL AWARDS

(To be completed, signed, and sent to the Applicant/Recipient by the FDOT District Office)

Based on the Agency's Application for Federal Assistance under U.S.C. Section 5311 dated _____, on file in the Department, the Florida Department of Transportation hereby makes the following grant award to:

_____

(Name and Address of Recipient)

Award Year	Description	Estimated Value	Estimated matching funds required

(Check One)

___ **If purchasing a vehicle using the Florida Vehicle Procurement Program please contact the FDOT Contractor, Lazara Stinnette, at either 813-974-0695 or lstinnette@cutr.usf.edu, to arrange purchase of the above items.**

___ **A Joint Participation Agreement (JPA) will be issued by FDOT for this award.**

FLORIDA DEPARTMENT OF TRANSPORTATION

Date_____ **Award Approved by** _____
(name)

Typed Name and Title _____

_____

ACCEPTANCE OF GRANT AWARD

(To be completed and signed by recipient's authorized representative and returned to the FDOT District Office)

The undersigned accepts the above-described award and:

(Check all appropriate)

_____ **a. Reaffirms its assurances to FTA and FDOT as stated in Exhibits F, G, H, I, and J of its application.**
_____ **b. Requests purchase of the vehicles/equipment in (month/year.)**
_____ **c. Requests a JPA in (month/year.)**

AGENCY: _____
(name)

Date _____ **Accepted by** _____
(signature)

Typed Name and Title _____

Agency vendor number as registered in My Florida Marketplace: _____

SAMPLE

(Pertains to Exhibit I)

Listing of Recipients, Other Eligible Surface Transportation Providers, and Labor Organizations Representing Employees of Such Providers, if any

(1) Recipient	(2) Project Description	(3) Other Eligible Transportation Providers	(4) Labor Organization Representing Employees of Providers, if any
Identify Recipients of Transportation Assistance under this grant.	Cite Project by Name, Description, and Provider (e.g. Recipient, other Agency, or Contractor)	Identify Other Eligible Surface Transportation Providers (Type of Service)	Identify Unions (and providers) Representing Employees of Providers in Column 1, 2, and 3
A) ABC County Transit	Application for Section 5311 funds for Operating Assistance for FY 02 for ABC County Transit to provide public transportation service to residents of rural areas of the county traveling within the rural area and/or to the adjacent urban area and return to rural domicile.	A) XYZ Transit, Inc. (intercity service) B) MNOP Transit, Inc. (urban transit service)	A) No union (ABC County Transit) B) ATU L.U. #000 (XYZ Transit, Inc.) C) MNOP Transit Drivers Association (MNOP Transit, Inc.)

Local Clearinghouses / Regional Planning Councils (RPC)

CLEARINGHOUSE/RPC	COUNTIES COVERED
West Florida RPC 4081-A East Olive Road Pensacola, FL 32514 850-332-7976 800-226-8914	Bay, Escambia, Holmes, Okaloosa, Santa Rosa, Walton Washington Contact: Ms. Terry Joseph Email: terry.joseph@wfrpc.org
Apalachee RPC 2507 Callaway Road, Suite 200 Tallahassee, FL 32303 850-488-6211	Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson, Leon, Liberty, Wakulla Contact: Mr. Keith McCarron Email: keith.mccarron@thearpc.com
North Central Florida RPC 2009 N.W. 67 Place Gainesville, FL 32653-1603 352-955-2200 ext 103	Alachua, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Madison, Suwannee, Taylor, Union Contact: Mr. Marlie Sanderson Email: msanderson@ncfrpc.org
Northeast Florida RPC 6850 Belfort Oaks Place Jacksonville, FL 32216 904-279-0880 ext 178	Baker, Clay, Duval, Flagler, Nassau, Putnam, Saint Johns Contact: Mr. Eric Anderson Email: eanderson@nefrc.org
Withlacoochee RPC 1241 S.W. 10th St Ocala, Fl 32674-2788 352-732-1315 ext 228	Citrus, Hernando, Levy, Marion, Sumter Contact: Mr. Michael Arnold Email: marnold@wrpc.cc
East Central Florida RPC 309 Cranes Roost Boulevard Suite 2000 Altamonte Springs, FL 32701 407-262-7772	Brevard, Lake, Orange, Osceola, Seminole, Volusia Contact: Mr. Hugh Harling, Jr. Email: hharling@ecfrpc.org
Central Florida RPC Post Office Drawer 2089 Bartow, FL 33830 863-534-7130 ext 103	DeSoto, Hardee, Highlands, Okeechobee, Polk Contact: Ms. Marcia Staszko Email: mstaszko@cfrpc.org
Tampa Bay RPC 4000 Gateway Center Boulevard Suite 100 Pinellas Park, FL 33782-6141 727-570-5151 ext 29 727-550-5118 fax	Hillsborough, Manatee, Pasco, Pinellas Contact: John Meyer Email: johnm@tbrpc.org

Local Clearinghouses / Regional Planning Councils (continued)

CLEARINGHOUSE/RPC	COUNTIES COVERED
Southwest Florida RPC 1926 Victoria Avenue Fort Myers, FL 33901 239-338-2550 ext 232	Charlotte, Collier, Glades, Hendry, Lee, Sarasota Contact: Ms. Nicole Gwinnett Email: ngwinnett@swfrpc.org
Treasure Coast RPC 421 Southwest Camden Avenue Stuart, Florida 34994 772-221-4060	Indian River, Martin, Palm Beach, Saint Lucie Contact: Ms. Stephanie Heidt Email: sheidt@tcrpc.org
South Florida RPC 3440 Hollywood Blvd. Ste 140 Hollywood, FL 33021 954-985-4416	Broward, Miami-Dade, Monroe Contact: Ms. Kathe Lerch Email: klerch@sfrpc.com

FDOT District Office Contacts

District	Contacts	Address
1	*Manager:* Terry Beacham (863) 519-2388 *Transit Unit* *Contact:* Jan Parham (863) 519-2390 Fax: (863) 519-7172	P.O. Box 1249 801 North Broadway Bartow, FL 33830-1249
Counties Covered:	Charlotte, Collier, DeSoto, Glades, Hardee, Hendry, Highlands, Lee, Manatee, Okeechobee, Polk, Sarasota	
2	Manager: Doreen Joyner-Howard (904) 360-5650 *Transit Unit* *Contact:* Janell Damato	2250 Irene Street, MS 2813 Jacksonville, FL 32202 (904) 360-5687
Counties Covered:	Alachua, Baker, Bradford, Clay, Columbia, Dixie, Duval, Gilchrist, Hamilton, Lafayette, Levy, Madison, Nassau, Putnam, St Johns, Suwannee, Taylor, Union	
3	*Manager:* Mike Lewis (850) 330-1545 *Transit Unit* *Contact:* Kathy Rudd Bay, Escambia, Gulf, Holmes, Jackson, Santa Rosa, Walton, Washington Vanessa Strickland Calhoun, Franklin, Gadsden, Jefferson, Leon, Liberty, Okaloosa, Wakulla	P. O. Box 607 Chipley, FL 32428-9990 (850) 330-1549 (850) 330-1534
Counties Covered:	Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Okaloosa, Santa Rosa, Wakulla, Walton, Washington	
4	Manager: Nancy Ziegler (954) 777-4492 *Transit Unit* *Contact:* Larry Merritt	3400 W. Commercial Blvd. Ft. Lauderdale, FL 33309 (954) 777-4683
Counties Covered:	Broward, Indian River, Martin, St Lucie, Palm Beach	

FDOT District Office Contacts (continued)

5	Manager: Brenda Young (407) 482-7852	133 South Semoran Blvd. Orlando, FL 32807
	Transit Unit *Contact:* Diane Poitras	(407) 482-7860
Counties Covered:	Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter, Volusia	

6	*Manager:* Dionne Richardson (305) 470-5292	1000 NW 111th Ave., Room 6111 Miami, FL 33172
	Transit Unit *Contact:* Raymond Freeman	(305) 470-5255
Counties Covered:	Miami-Dade, Monroe	

7	*Manager:* George Boyle (813) 975-6409	11201 N. McKinley Dr. (MS-7500) Tampa, FL 33612
	Transit Unit *Contact:* Tracy G. Dean	(813) 975-6195
Counties Covered:	Citrus, Hernando, Hillsborough, Pasco, Pinellas	

To send e-mail to any of the above: **first name.last name@dot.state.fl.us**

Glossary

ambulatory - A person who is able to walk and move about freely without being confined to a bed or wheelchair.

applicant – An agency applying for Section 5310, 5311, and/or 5311(f) Federal Assistance. See also "new applicant" and "recurring applicant."

authorizing Federal and State Legislation – Legislation authorizing the Section 5310, 5311, and 5311(f) programs are: Transportation Equity Act for the 21st Century (TEA-21); 49 U.S.C. Sections 5310 and 5311; FTA Circular 9070.1F (for Section 5310) and Circular 9040.1F (for Section 5311 and 5311(f); Section 341.051, Florida Statutes; and Chapter 14-73, Florida Administrative Code. The Section 5310 FTA Circular can be found at http://www.dot.state.fl.us/transit/Pages/FTA_Section_5310_Circular.pdf. The Section 5311 FTA Circular can be found at http://www.dot.state.fl.us/transit/Pages/FTA_Section_5311_Circular.pdf.

category A project – A project certified by the District Office as having met all the statutory and administrative requirements for approval.

category B project – A project the District Office anticipates approving, but that has not met all the statutory and administrative requirements for approval.

community transportation coordinator (CTC) - A transportation entity recommended by an MPO, or by the appropriate designated official planning agency, as provided for in Sections 427.011 - 427.017, F.S. in an area outside the purview of a MPO, to ensure that coordinated transportation services are provided to the transportation disadvantaged population in a designated service area.

contract revenue – fee collected from a third-party for transportation services provided to the third-party.

coordination contract – A written contract between the CTC and an agency who receives transportation disadvantages funds and performs some, if not all, of its own transportation services, as well as transportation services to others, when shown to be more effective and more efficient from a total system perspective. The contract reflects the specific terms and conditions that will apply to those agencies who perform their own transportation, as well as joint utilization and cost provisions for transportation services to and from the CTC.

disabled person – See elderly persons and persons with disabilities.

district program of projects – A district listing of each applicant agency for which a grant award is proposed, a description of the project to be funded, and the proposed federal, state and local share of the project cost. The district program of projects includes certification by the District Office that all applicants and projects so proposed either meet all program requirements or will meet all program requirements before a JPA is executed.

elderly persons and persons with disabilities. Those individuals who by reason of illness, injury, age, congenital malfunction, or other permanent or temporary incapacity or disability, including persons using wheelchairs and those with semi-ambulatory capabilities, are unable, without special facilities or special planning or design, to utilize mass transportation facilities and services as effectively as persons who are not so affected.

eligible expenses, capital and JARC, 5311 - Section 5311 funds may be used for the capital expense of transportation services to the general public in non-urbanized areas. Eligible expenses are limited to buses, vans or other paratransit vehicles (including sedans and station wagons), radios and communications equipment, wheelchair lifts and restraints, vehicle rehabilitation, microcomputer hardware/software, initial installation costs, vehicle procurement, inspection and acceptance costs, construction or rehabilitation of transit facilities including design, engineering, and land acquisition, and other durable goods such as spare components with unit cost over $300 and a useful life of more than one year. The cost associated with pre-award and post delivery audits also qualify as eligible expenses.

eligible expenses, capital, 5311(f) - Eligible expenses include intercity bus service planning and marketing and the purchase of buses, vans or other paratransit vehicles (including sedans and station wagons), radios and communications equipment, wheelchair lifts and restraints, vehicle rehabilitation, passenger shelters, intermodal

facility projects (see above), bus stop signs and similar passenger amenities, data processing hardware/software, other durable goods such as spare components with a useful life of more than one year, initial installation costs, vehicle procurement/testing, inspection and acceptance costs, and costs associated with pre-award and post delivery audits.

eligible expenses, operating and JARC operating - For the Section 5311 Program, eligible operating expenses include the total administrative, management, and operation costs directly incident to the provision of public transportation services less operating revenues. The federal share for net eligible operating costs may not exceed 50%.

eligible JARC projects, 5311 – For the 5311 Program eligible JARC program activities include: late-night and weekend service; guaranteed ride home service; shuttle service; expanding fixed-route public transit routes; demand-response van service; ridesharing and carpooling activities; bike racks; promotion and marketing efforts for low-income riders; administration of voucher programs; acquiring GIS tools; integrating automated regional public transit and human service transportation scheduling systems; deploying AVL systems; facilitating the provision of public transportation services to suburban employment opportunities; and supporting mobility management and trip planning for low income clients.

eligible recipient, 5311 – For the Section 5311 Program, political subdivisions of the State of Florida and agencies thereof, Indian Tribes and private nonprofit agencies designated as CTCs, per Chapter 427, F.S., who provide public transportation in non-urbanized areas, are eligible recipients for the Section 5311 Program. Private for-profit agencies may receive funds through contractual arrangements with eligible recipients. All recipients who are not CTCs must enter into coordination or transportation operator contracts with the appropriate CTC for the purpose of coordinating services. Local governments providing fixed route/fixed schedule service are not required to have an agreement with the CTC.

eligible service, 5311 – Public transit service provided in non-urbanized areas on a regular and continuing basis is eligible. Service provided to non-sponsored transportation disadvantaged persons and to social service clients is eligible. Services may be designed to maximize usage by transportation disadvantaged persons in general, as long as there is no restriction on public use of the service. Services may not be designed exclusively to serve the transportation requirements of social service agencies without regard for the mobility needs of the community as a whole. The non-prioritization service plan must be submitted to the District Office. Charter, sightseeing, and exclusive school bus services are not eligible services. Since the goal of Section 5311 is to enhance access of people living in non-urbanized areas to activities, Section 5311 projects may include the transportation of non-urbanized area residents to and from urbanized areas.

eligible service – 5311(f) [intercity bus service] – Regularly scheduled service for the general public which operates with limited stops over fixed routes connecting two or more urban areas not in close proximity, which has the capacity for transporting baggage carried by passengers, and which makes meaningful connection with scheduled service to more distant points, if such service is available. Package express service may also be included, if incidental to passenger transportation.

expanded service - Adding a new service to an already existing system.

fares – co-pay or revenue collected from the client to cover the cost of their trip.

federally recognized Indian Tribal Government – The governing body or a governmental agency of any Indian tribe, band, nation or other organized group or community certified by the Secretary of the Interior as eligible for the special programs and service provided through the Bureau of Indian Affairs.

FDOT control number - Is assigned by the District once the vehicle has been purchased, received and titled to the recipient with the Department of Transportation as the first lienholder**.**

incurred - Commitment or obligation to spend funds for goods to be received or services to be rendered.

job access and reverse commute program activities – Activities to improve access to transportation service to employment and employment related activities for welfare recipients and eligible low-income individuals and to transport resident of urbanized areas and nonurbanized areas to suburban employment opportunities.

joint participation agreement (JPA) - A contract between the Department of Transportation and a local sponsor of a

transportation project, defining a project and the Department's participation. JPAs may be for one year or multiple years (up to five years), at the discretion of the Department.

labor protections – All Section 5311 operational projects, including intercity bus projects, require agreement to the terms and conditions of the standard Section 5333(b) special warranty for the Section 5311 Program.

local match – Can be a cash match, human services transportation contract or in-kind. Income from contract to provide human service transportation may be used either to reduce the net project cost or to provide local match. In either case, the cost of providing the contract service is included in the total project cost. No Federal Transit Administration program funds can be used as a source of local match for other FTA Programs, even when used to contract for service. In-kind match must be approved, prior to invoicing, by the District Comptroller's Office and be an eligible source listed in the FTA Master Agreement. Non-cash items such as donations of goods or services, volunteered services, or in-kind contributions are eligible to be counted towards the local match only if the value of such is formally documented, supported and pre-approved by the District Office. Any funds committed as match to another Federal program may not be used to match Section 5311 funds.

mobility management – Consists of short-range planning and management activities and projects for improving coordination among public transportation and other transportation-service providers carried out by a recipient or sub-recipient through an agreement entered into with a person, including a government entity, under 49 U.S.C. Chapter 53 (other than section 5309). Mobility management does not include operating public transportation service.

new applicant – An applicant for Section 5310, 5311, and/or 5311(f) assistance that has not received an award in the last two fiscal years.

new service - A first time applicant starting a new service.

non-ambulatory - A person who has a mobility impairment that prevents them from being able to walk or move about freely.

non-prioritization plans – The plan developed by the recipient, and provided to the funding District, which outlines how the recipient plans to provide non-prioritized general public transportation services. All transportation services funded with Section 5311 funds shall be available to the general public.

non-urbanized area – The area outside of an urbanized area. An urbanized area is defined as "a core area and the surrounding densely populated area with a population of 50,000 or more, with boundaries fixed by the United States Census Bureau or extended by State and local officials." For the purpose of Section 5311 the urbanized area map as approved by the Metropolitan Planning Organization, Florida Department of Transportation and the Federal Highway Administration, available from the District Planning Sections, shall be used to determine eligible service areas.

nonprofit organization – A corporation or association determined by the U. S. Secretary of the Treasury to be an organization described by 26 U.S.C. Section 501(c) which is exempt from taxation under 26 U.S.C. Section 501(a) or one incorporated within Florida which is certified as not for profit by the Secretary of State.

non-urbanized area - The area outside of an urbanized area, as defined by the U.S. Bureau of the Census.

one-way passenger trips - A person who rides a transportation vehicle in one direction between two points for a specific purpose.

operating revenue - For Section 5311, operating revenue includes the sum of all fares paid by passengers, whether such fares are paid at the time service is provided or via a prepaid arrangement such as passes or tokens. Operating revenue excludes revenues from contracts with social service agencies that pay for transportation of social service clients.

program of projects – A list of projects to be funded in a grant application submitted to the Federal Transit Administration by the Florida Department of Transportation. The program of projects lists the subrecipients and indicates whether they are private non-profit agencies, public bodies, or private providers of transportation service, designates the areas served (including Congressional Districts), and identifies any tribal entities. The program of projects also identifies intercity and RTAP projects. In addition, the program of projects includes a brief description of the projects, total project cost and the Federal share for each project, and the amount of funds used for program administration from the fifteen percent (15%) allowed. The program of projects shall indicate whether the employees of a subrecipient are represented by a union and if so by which union.

public agency - An authority, commission, committee, council, department, division, bureau, board, section or any other unit or entity of the state or of a town, city, municipality, county or other local governing body.

public transportation – Surface transportation by a conveyance that provides regular and continuing general or special transportation to the public, but does not include school bus, charter, or intercity bus transportation or intercity passenger rail transportation provided by AMTRAK.

public transit - The transporting of people by conveyances or systems of conveyances, traveling on land or water, local or regional in nature, and available for use by the general public. Public transit specifically includes those forms of transportation commonly known as "paratransit" characterized by their non-scheduled, non-fixed route nature.

recipient – A State or Indian tribe that receives a Federal transit program grant directly from the Federal government.

recurring applicant – An applicant for Section 5310, 5311, and/or 5311(f) Federal Assistance who applies every year.

subrecipients – A state or local governmental authority, a non-profit organization, or operator of public transportation or intercity bus service that receives Federal transit program grant funds indirectly through a recipient.

transit development plan (TDP) - A locally adopted document, addressing a minimum five-year time frame. It is prepared by the public transit provider, in cooperation with the appropriate Metropolitan Planning Organization. It is consistent with the applicable approved local government comprehensive plan. The TDP includes an assessment of the need for transit services in the local area, identifies the local transit policies, existing services and proposed service improvements, capital and operating costs of the proposed services, existing and proposed sources of funding and a staged implementation plan. A TDP is updated annually.

transportation disadvantaged - Those persons who because of physical or mental disability, income status, or age, or who for other reasons, are unable to transport themselves or to purchase transportation and are, therefore, dependent upon others to obtain access to health care, employment, education, shopping, social activities, or other life-sustaining activities, or children who are handicapped or high-risk as defined in Chapter 411.202 F.S.

transportation disadvantaged service plan (TDSP) - a three year implementation plan, with annual updates developed by the CTC's and planning agencies which contains the provisions of service delivery in the coordinated transportation system. The plan shall be reviewed and recommended by the local coordinating board.

unrestricted Federal funds – funds received by Section 5311 and/or 5311(f) applicants pursuant to service agreements with state or local social service agencies or private social service organizations, and used to match Section 5311 and/or 5311(f) funds, even though the original source of such funds may have been another Federal program.

urbanized area - A core area and the surrounding densely populated area with a population of 50,000 or more, with boundaries fixed by the Census Bureau.

End of Manual

Revised by: Jon M. Ausman, Federal Grants Manager
FDOT Public Transit Office
605 Suwannee Street (MS 26)
Tallahassee, Florida 32399-0450

Work Phone: 850-414-4519 Email: jon.ausman@dot.state.fl.us

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5511 **County Administrator's Report 9. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/02/2014
Issue: Acquisition of Property located at 16447 Perdido Key Drive
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Property Located at 16447 Perdido Key Drive From the Trust for Public Land - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of a parcel of real property (approximately 4.13 acres), located at 16447 Perdido Key Drive from the Trust for Public Land:

A. Authorize the purchase of a parcel of real property located at 16447 Perdido Key Drive for the average appraised value of $3,050,000 from the Trust for Public Land;

B. Approve the Purchase and Sale Agreement for the acquisition of a parcel of real property (approximately 4.13 acres), located at 16447 Perdido Key Drive from the Trust for Public Land, in accordance with the terms and conditions contained in the Agreement; and

C. Authorize the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute, any documents, subject to Legal review and sign-off, necessary to complete the acquisition of this property, without further action of the Board.

[Funding Source: Fund 352/LOST III/Cost Center 220102, NESD Capital Projects/Object Code 56101/Projects: 12NE1712(Perdido Key Beach Access), 08NE0048 (Primary Dune Restoration), 08NE0072 (Perdido Key HCP), and 08NE0028 (Environmentally Sensitive Lands)]

BACKGROUND:

The County is working with the Trust for Public Lands to acquire lands that will improve public access to the Gulf of Mexico and protect habitat for listed species on Perdido Key.

Meeting in regular session on October 3, 2013, meeting, the Board approved an agreement with the Florida Fish and Wildlife Conservation Commission (FWC Contract #12485) regarding land acquisition for recovery and management of the Perdido Key beach mouse. This agreement provides for 74% of the land acquisition costs. At the meeting on November 7, 2013, the Board approved Supplemental Budget Amendment #024 to Local Option Sales Tax III (LOST III) Fund (352) in anticipation of this land acquisition.

BUDGETARY IMPACT:

Funding for this project is available in Fund 352/LOST III/Cost Center 220102, NESD Capital Projects/Object Code 56101/Projects: 12NE1712(Perdido Key Beach Access), 08NE0048 (Primary Dune Restoration), 08NE0072 (Perdido Key HCP), and 08NE0028 (Environmentally Sensitive Lands).

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's office will prepare the closing documents and 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 December 16, 2013.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Purchase and Sale Agreement
FL-ALTA Commitment
Parcel Info
Aerial View
Brantley Appraisal Summary
Green Appraisal Summary
BCC Action 10.03.13
BCC Action 11.01.13

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2014, between The Trust for Public Land, a nonprofit California corporation ("Seller"), having an address of 306 N. Monroe St., Tallahassee, Florida, 32301-7266 and Escambia County, a political subdivision of the State of Florida ("Purchaser"), having an address of 221 Palafox Place, Pensacola, Florida 32502.

RECITALS

A. The addresses and telephone numbers of the parties to this Agreement are as follows. Telephone numbers are included for information only.

SELLER:

THE TRUST FOR PUBLIC LAND

306 N. Monroe St.

Tallahassee, FL 32301

Attention: Greg Chelius

Telephone: (850) 222-7911. ext. 24

Facsimile: (850) 222-8909

E-mail: greg.chelius@tpl.org

With a copy to:

Peter Fodor, Division Legal Director

THE TRUST FOR PUBLIC LAND

306 North Monroe Street

Tallahassee, Florida 32301

Telephone: (850) 222-7911, ext. 29

Facsimile: (850) 222-8909

E-mail: pete.fodor@tpl.org

PURCHASER:

ESCAMBIA COUNTY

221 Palafox Place

Pensacola, FL 32502

Attn: Timothy Day, Environmental Programs

Telephone: 850-595-1144

Facsimile:

Email: trday@co.escambia.fl.us

B. Purchaser acknowledges and agrees that Seller has a binding Purchase and Sale Agreement on that certain real property in Escambia County, Florida, which property is more particularly described in Exhibit "A" attached hereto and incorporated herein by this referenced (hereinafter referred to as the "Property") and is not presently the owner of the Property. Seller's obligations under this Agreement are contingent upon Seller acquiring marketable fee simple title from the current owner. The Property includes any and all improvements, fixtures, timber, water and minerals located thereon, and any and all

appurtenant rights, including but not limited to, riparian rights, timber rights, access rights and mineral rights.

C. Seller wishes to sell the Property to Purchaser and Purchaser wishes to purchase the Property from Seller on the terms and conditions set forth in this Agreement. It is understood by the parties that a portion of the purchase price to be paid by Purchaser is to be partially provided or reimbursed to Purchaser through a federal government Cooperative Endangered Species Fund Habitat Conservation Plan grant (the "HCP Grant") In the event that, prior to the end of the Inspection Period as described in Paragraph (2) of this Agreement, the HCP Grant Funds are not approved for reimbursement to Purchaser, Purchaser may, in its sole discretion, elect to cancel this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Purchase and Sale. In consideration of an earnest money deposit by Purchaser to Seller in the amount of $100.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and Purchaser agrees to buy the Property on the terms and conditions set forth in this Agreement. The earnest money deposit paid above (the "Deposit") shall be credited toward the Purchase Price (as defined below). Seller shall return the Deposit to Purchaser if the sale of the Property is not completed under this Agreement because of Seller's failure, refusal or inability to perform any of Seller's obligations under this Agreement.

2. Inspection Period. That period of time from the effective date of this Agreement through forty-five (45) days following the effective date hereof, shall constitute Purchaser's inspection period (the "Inspection Period"). During the Inspection Period, Purchaser, through its employees, agents and contractors may enter upon the Property for the purpose of making any inspections and investigations, as Purchaser deems appropriate in order to assess the condition of the Property. During the Inspection Period, Purchaser may in its sole discretion terminate this Agreement by delivering written notice to Seller prior to the end of the Inspection Period if it deems the survey, status of title, physical or environmental condition to be unacceptable to Purchaser.

3. Purchase Terms.

a) Price. The purchase price for the Property shall be THREE MILLION FIFTY THOUSAND DOLLARS AND NO CENTS ($3,050,000.00) (the "Purchase Price").

b) Method of Payment. The Purchase Price shall be payable by crediting the Deposit paid against the Purchase Price; and the balance payable at closing by certified, cashier's or bank check or by wire transfer of immediately available funds, subject to credits, prorations and adjustments as provided in this Agreement.

4. Closing. In the event Purchaser does not terminate this Agreement as permitted herein, the Closing shall take place within 5 days after the end of the Inspection Period, at a time and place mutually agreeable to the parties. The parties may arrange to close by mail.

Seller shall deliver to Purchaser at closing the following documents prepared by Seller's counsel:

a) a Special Warranty deed to the Property meeting the requirements as to title of Section 6 below and including language required by the HCP Grant, together with a bill of sale for the personal property appurtenant to the Property, if any;

b) an owner's affidavit attesting to the absence of mechanic's or materialmen's liens, boundary line disputes, proceedings involving Seller which might affect title to the Property, or parties in possession other than Seller and such lessees or licensees as may be in possession pursuant to ground leases or licenses meeting the requirements of Section 6 below; and

c) a Foreign Investment and Real Property Tax Act (FIRPTA) affidavit and such other instruments and documents as Purchaser's counsel may reasonably request for the purpose of confirming proper and lawful execution and delivery of closing documents and conveyance of the Property to Purchaser in accordance with this Agreement, and any of the requirements of any title insurer, including, without limitation, assignments of surviving leases and contracts affecting the Property.

Possession of the Property shall also pass to Purchaser at the time of closing.

5. Closing Expenses and Prorations. The expense of the title insurance commitment, the title insurance premium, and the cost of recording the deed of conveyance shall be paid by Purchaser from proceeds issued by the State of Florida in accordance with the HCP Grant. At closing, Purchaser agrees to reimburse Seller for the cost of the federal yellow book appraisal and review up to the sum of $5,500. In the event the Purchaser acquires fee title to the Property between January 1 and November 1, Seller shall, 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 Purchaser acquires fee title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector. Other fees, rents and charges shall be allocated in accordance with the laws of the State of Florida and the customary practice of Escambia County, Florida. All other expenses, including, without limitation, attorneys' fees, shall be paid by the party incurring the same.

6. Condition of Title.

a) Within twenty-one (21) days of the effective date of this Agreement, Seller shall provide a commitment for a title insurance policy on the Property in the amount of the Purchase Price. At closing, the premium for the title insurance policy shall be paid by Purchaser.

b) Purchaser may object to any matter of title which, in the opinion of Purchaser, would constitute a title defect or render title unmarketable or uninsurable. Such objections to title shall be specified in writing and delivered to Seller within ten (10) days from the date of receipt of the commitment by Purchaser.

c) In the event Purchaser notifies Seller of objections to title, within ten (10) days from receipt of notice, Seller shall cure such title defects.

d) If after the exercise of reasonable diligence Seller is unable to make title to the Property such as is required by Purchaser by the closing date, then Purchaser shall have the right to (i) terminate this Agreement, in which case all monies paid by Purchaser in accordance with this Agreement shall be returned immediately to Purchaser, and the parties shall be relieved of any further obligations hereunder; (ii) extend the closing date for up to sixty (60) days to allow Seller additional time to make title to the Property such as is required by the terms of this Agreement; or (iii) elect to accept title to the Property in its existing condition.

7. Purchaser's Right of Entry and Survey. Seller shall provide to Purchaser a current certified boundary survey performed by a registered Florida land surveyor in form acceptable to Purchaser and any acquiring governmental entity. The plat of the survey shall show the boundaries of, and state the acreage of the Property, rounded to the nearest one-hundredth (1/100) of an acre. The legal description in Exhibit "A" shall be changed, if necessary, to conform to the survey and to the requirements of the title commitment. If an accurate boundary survey by Seller's surveyor discloses any state of facts which materially or adversely affect the insurability or marketability of the title to the Property, same shall be treated in the manner as a title defect under Section 6 above. Purchaser shall reimburse Seller for cost of said survey from proceeds issued by the State of Florida in accordance with the HCP Grant.

8. Hazardous Materials Audit and Remediation. Seller shall provide Purchaser with an updated report of an investigation of the Property carried out and prepared by a licensed engineer or geologist selected by Seller employing procedures that a prudent purchaser would employ under the circumstances ("Phase 1 Audit"). Purchaser shall reimburse Seller for cost of said Phase I Audit from proceeds issued by the State of Florida in accordance with the HCP Grant. In the event that the Phase 1 Audit final report states that there Recognized Environmental Conditions, including Hazardous Materials, that are present on or beneath the surface of the Property, or further investigations are necessary to determine whether Hazardous Materials are present ("Unsatisfactory Report"), Purchaser may elect the following:

a) To terminate this Agreement by giving notice as required herein, in which event the Seller agrees to return to Purchaser the Deposit, and thereafter the parties shall have no further obligations under this Agreement.

Notwithstanding the foregoing, such notice of termination may be suspended by Purchaser if Seller gives notice within ten (10) days of receipt of Purchaser's notice of termination, that Seller agrees to promptly carry out at Seller's sole expense, and with contractors selected or approved by Purchaser, all further investigations and remediation of the Property as is necessary to make the Property acceptable to Purchaser within a time period acceptable to Purchaser. If Seller elects to carry out such further investigation or remediation, the inspection period shall be automatically extended until fifteen (15) days following Purchaser's receipt of information from contractors that is satisfactory to Purchaser, or letters of "no further action" required from the applicable regulatory agencies, indicating that either there is no more than a low probability that Hazardous Materials are present on or beneath the surface of the Property, or that the Property has been remediated to Purchaser's satisfaction and complies with all governmental requirements.

b) Hazardous Materials Defined: Hazardous Materials means any substance: 1) the presence of which requires investigation, remediation, or is, or becomes regulated under any federal, state, or local statute, regulation, ordinance, order, action, policy, or common law; or 2) which is or becomes defined as a "hazardous substance," pollutant, or contaminant under any federal, state or local statute, regulation, rule, or ordinance or amendments thereto including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); or 3) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, or poses, or threatens to pose a hazard to the health or safety of persons on or about the Property, and is or becomes regulated by any governmental authority, agency, department, commission, board, or instrumentality of the United States, the state in which the Property is located or any political subdivision thereof.

9. Representations and Warranties of Seller. Seller represents and warrants to Purchaser that Seller will have good and marketable fee simple title to the Property by the time of closing. Seller has full power and authority to enter into this Agreement and to convey title to the Property in accordance with this Agreement. No one other than Seller will be in possession of, nor have any right of possession of, any portion of the Property at the time of conveyance to Purchaser. If, before the conveyance to Purchaser, Seller discovers any information or facts that would materially change the foregoing warranties and representations, Seller shall immediately give notice to Purchaser of those facts and information. If the facts which cause any warranty or representation to be inaccurate are not remedied before the date of conveyance to Purchaser, Purchaser may elect to either (a) terminate this Agreement, in which case Purchaser shall have no obligation to accept title to the Property, or (b) defer the closing date for a period of up to 90 days to permit Seller to remedy the problem.

10. Sellers' Promise to Remove Personal Property. Prior to closing, Seller promises to remove or cause to be removed from the Property, at Seller's sole cost and expense, any and all personal property and/or trash, rubbish or any other unsightly or offensive materials thereon, including, but not limited to, any tanks and Hazardous Materials in tanks, barrels, equipment, pipelines or other containers on the Property.

11. Notices. All notices pertaining to this Agreement shall be in writing delivered to the parties hereto personally by hand, Telecopy or courier service, or by first class mail, postage prepaid, at the addresses set forth in Recital A.

12. Binding on Successors. This Agreement shall be binding not only upon the parties but also upon their respective heirs, personal representatives, assigns and other successors in interest.

13. Remedies upon Default. In the event that Seller defaults in the performance of any of Seller's obligations under this Agreement, Purchaser's sole and exclusive remedy shall be, the return of the Deposit to Purchaser. If the event of a default by Purchaser, Seller's sole and exclusive remedy shall be to retain the Deposit as agreed to and liquidated damages.

14. Entire Agreement, Modification: This Agreement constitutes the entire agreement between Purchaser and Seller pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, waiver or amendment of this Agreement shall be binding unless specific and in writing executed by the party against whom such supplement, modification, waiver, or amendment is sought to be enforced.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.

16. Effective Date. As used herein, the terms "date of this Agreement," "date hereof," and "effective date of this Agreement" shall mean the date on which the last of the parties signs this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and sealed by its duly authorized signatory (ies) on the dates set forth below.

SELLER: The Trust for Public Land,

a nonprofit California corporation

_____ BY: _____

Witness Peter Fodor, Division Legal Director

_____ Date:_____

Witness

(CORPORATE SEAL)

PURCHASER:

Board of County Commissioners
Escambia County, Florida

_____
Lumon J May, Chairman

Date:_____

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Dec. 17, 2013

EXHIBIT A
Legal Description

DESCRIPTION: (OFFICIAL RECORDS BOOK 1413, PAGE 369)
PHASE II
COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF S.R. #S-292 (100' R/W) AND THE WEST LINE OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA;
THENCE GO NORTH 79°29'00" EAST ALONG THE CENTERLINE OF SAID STATE ROAD FOR A DISTANCE OF 445.02 FEET TO A POINT OF CURVATURE;
THENCE CONTINUE ALONG SAID CENTERLINE WHICH IS A CURVE TO THE RIGHT HAVING A RADIUS OF 11,459.20 FEET FOR AN ARC DISTANCE OF 400.0 FEET TO A POINT OF TANGENCY;
THENCE NORTH 79°29'00" EAST ALONG SAID STATE ROAD CENTERLINE 1390.88 FEET;
THENCE SOUTH 00°02'00" WEST FOR 50.86 FEET TO THE SOUTH R/W LINE OF SAID STATE ROAD FOR POINT OF BEGINNING;
THENCE SOUTH 79°29'00" WEST ALONG SAID SOUTH R/W LINE FOR 134.75 FEET;
THENCE SOUTH 00°02'00" WEST FOR 485.0 FEET MORE OR LESS TO THE SHORE LINE OF THE GULF OF MEXICO;
THENCE MEANDER NORTHEASTERLY ALONG SAID SHORELINE TO ITS INTERSECTION WITH A LINE PASSED THROUGH THE POINT OF BEGINNING HAVING A BEARING OF SOUTH 00°02'00" WEST;
THENCE NORTH 00°02'00" EAST FOR 468.0 FEET MORE OR LESS TO POINT OF BEGINNING.

DESCRIPTION: (OFFICIAL RECORDS BOOK 1397, PAGE 815)
PHASE IV
COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF S.R. #S-292 (100' R/W) AND THE WEST LINE OF SECTION 6, T-4-S, R-32-W, ESCAMBIA COUNTY, FLORIDA;
THENCE GO N. 79°29'00" E. ALONG THE CENTERLINE OF SAID STATE ROAD FOR A DISTANCE OF 445.02' TO A POINT OF CURVATURE;
THENCE CONTINUE ALONG SAID CENTERLINE WHICH IS A CURVE TO THE RIGHT HAVING A RADIUS OF 11,459.20' FOR AN ARC DISTANCE OF 400.0' TO A POINT OF TANGENCY;
THENCE N. 79°29'00" E. ALONG SAID STATE ROAD CENTERLINE 1390.88';
THENCE S. 00°02'00" W. FOR 50.86' TO THE SOUTH R/W LINE OF SAID STATE ROAD;
THENCE S. 79°29'00" W. ALONG SAID SOUTH R/W LINE FOR 134.75' FOR POINT OF BEGINNING;
THENCE CONTINUE ALONG SAID SOUTH R/W LINE FOR 201.15';
THENCE S. 00°02'00" W. FOR 484.0' MORE OR LESS TO THE SHORE LINE OF THE GULF OF MEXICO;
THENCE MEANDER NORTHEASTERLY ALONG SAID SHORELINE TO ITS INTERSECTION WITH A LINE PASSED THROUGH THE POINT OF BEGINNING HAVING A BEARING OF S. 00°02'00" W.;
THENCE N. 00°02'00" E. FOR 485.0' MORE OR LESS TO POINT OF BEGINNING.

LESS AND EXCEPT:
6.00 FOOT BEACH ACCESS STRIP
COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF S.R. #S-292 (100' R/W) AND THE WEST LINE OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA;
THENCE GO NORTH 79 DEGREES 29 MINUTES 00 SECONDS EAST ALONG THE CENTERLINE OF SAID STATE ROAD FOR A DISTANCE OF 445.02 FEET TO A POINT OF CURVATURE;
THENCE CONTINUE ALONG SAID CENTERLINE WHICH IS A CURVE TO THE RIGHT HAVING A RADIUS OF 11,459.20 FEET FOR AN ARC DISTANCE OF 400.00 FEET TO A POINT OF TANGENCY;

THENCE GO NORTH 79 DEGREES 29 MINUTES 00 SECONDS EAST ALONG SAID STATE ROAD CENTERLINE A DISTANCE OF 1390.88 FEET;
THENCE GO SOUTH 00 DEGREES 02 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 50.86 FEET TO THE SOUTH R/W LINE OF SAID STATE ROAD;
THENCE GO SOUTH 79 DEGREES 29 MINUTES 00 SECONDS WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 329.80 FEET TO THE POINT OF BEGINNING;
THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE GO SOUTH 00 DEGREES 02 MINUTES 00 SECONDS WEST A DISTANCE OF 580.59 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO;
THENCE GO SOUTH 63 DEGREES 39 MINUTES 41 SECONDS WEST ALONG SAID MEAN HIGH WATER LINE A DISTANCE OF 6.70 FEET;
THENCE DEPARTING SAID MEAN HIGH WATER LINE GO NORTH 00 DEGREES 02 MINUTES 00 SECONDS EAST A DISTANCE OF 582.46 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID S.R. #S-292;
THENCE GO NORTH 79 DEGREES 29 MINUTES 00 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 6.10 FEET TO THE POINT OF BEGINNING.

First American

Commitment

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

5011612 - 2080-3049919

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation (the "Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by an authorized officer of the Company or an agent of the Company.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the Effective Date shown in Schedule A.

First American Title Insurance Company

FIRST AMERICAN TITLE INSURANCE COMPANY INCORPORATED SEPTEMBER 24, 1968 CALIFORNIA

Dennis J. Gilmore
President

Timothy Kemp
Secretary

(This Commitment is valid only when Schedules A and B are attached)

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CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company whether or not based on negligence arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. The policy to be issued will contain the following arbitration clause: Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.
The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.



ISSUED THROUGH THE OFFICE OF:



FIRST AMERICAN
TITLE INSURANCE
COMPANY

Corporate Office
1 First American Way
Santa Ana, CA 92707
(800) 854-3643

Schedule A

Agent File Number:
FAST File Number: 2080-3049919

1. Effective Date: October 04, 2013 @ 8:00 A.M.

2. Policy or Policies to be issued: Proposed Amount of Insurance:

   a. Owner's Policy (Identify form used)
   ALTA Owner's Policy of Title Insurance (6-17-06) (with Florida modifications) $3,100,000.00

   Proposed Insured: Escambia County

   b. Loan Policy (Identify form used)
   ALTA Loan Policy of Title Insurance (6-17-06) (with Florida modifications) $0.00

   Proposed Insured:

   c. $

   (Identify form used)
   Proposed Insured:

   Premium: $

3. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in: Sundown Owners Association, Inc., a Florida non-profit corporation, in its capacity as the Termination Trustee pursuant to Termination Plan, filed December 23, 2008 and Section 718.117, Florida Statutes, a Florida non-profit corporation

4. The land referred to in this Commitment is described as follows:
   See Exhibit "A" attached hereto and made a part hereof

Holbrook, Akel, Cold, Stiefel and Ray P.A.

By: _____
Authorized Countersignature for Holbrook, Akel, Cold, Stiefel and Ray P.A.
(This Schedule A valid only when Schedule B is attached.)

Agent File Number:
FAST File Number: 2080-3049919

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Escambia, STATE OF FL, AND IS DESCRIBED AS FOLLOWS:

DESCRIPTION: (OFFICIAL RECORDS BOOK 1413, PAGE 369)

PHASE II

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF S.R. #S-292 (100' R/W) AND THE WEST LINE OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA;
THENCE GO NORTH 79 DEGREES 29 MINUTES 00 SECONDS EAST ALONG THE CENTERLINE OF SAID STATE ROAD FOR A DISTANCE OF 445.02 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID CENTERLINE WHICH IS A CURVE TO THE RIGHT HAVING A RADIUS OF 11,459.20 FEET FOR AN ARC DISTANCE OF 400.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 79 DEGREES 29 MINUTES 00 SECONDS EAST ALONG SAID STATE ROAD CENTERLINE 1390.88 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 00 SECONDS WEST FOR 50.86 FEET TO THE SOUTH R/W LINE OF SAID STATE ROAD FOR POINT OF BEGINNING; THENCE SOUTH 79 DEGREES 29 MINUTES 00 SECONDS WEST ALONG SAID SOUTH R/W LINE FOR 134.75 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 00 SECONDS WEST FOR 485.00 FEET MORE OR LESS TO THE SHORE LINE OF THE GULF OF MEXICO; THENCE MEANDER NORTHEASTERLY ALONG SAID SHORE LINE TO ITS INTERSECTION WITH A LINE PASSED THROUGH THE POINT OF BEGINNING HAVING A BEARING OF SOUTH 00 DEGREES 02 MINUTES 00 SECONDS WEST; THENCE NORTH 00 DEGREES 02 MINUTES 00 SECONDS EAST FOR 468.00 FEET MORE OR LESS TO POINT OF BEGINNING.

DESCRIPTION: (OFFICIAL RECORDS BOOK 1397, PAGE 815)

PHASE IV

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF S.R. #S-292 (100? R/W) AND THE WEST LINE OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY FLORIDA; THENCE GO NORTH 79 DEGREES 29 MINUTES 00 SECONDS EAST ALONG THE CENTERLINE OF SAID STATE ROAD FOR A DISTANCE OF 445.02 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID CENTERLINE WHICH IS A CURVE TO THE RIGHT HAVING A RADIUS OF 11,459.20 FEET FOR AN ARC DISTANCE OF 400.0 FEET TO A POINT OF TANGENCY; THENCE NORTH 79 DEGREES 29 MINUTES 00 SECONDS EAST ALONG SAID STATE ROAD CENTERLINE 1390.88 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 00 SECONDS WEST FOR 50.86 FEET TO THE SOUTH R/W LINE OF SAID STATE ROAD ; THENCE SOUTH 79 DEGREES 29 MINUTES 00 SECONDS WEST ALONG SAID SOUTH R/W LINE FOR 134.75 FEET FOR POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH R/W LINE FOR 201.15 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 00 SECONDS WEST FOR 484.0 FEET MORE OR LESS TO THE SHORE LINE OF THE GULF OF MEXICO; THENCE MEANDER NORTHEASTERLY ALONG SAID SHORELINE TO ITS INTERSECTION WITH A LINE PASSED THROUGH THE POINT OF BEGINNING HAVING A BEARING OF SOUTH 00 DEGREES 02 MINUTES 00 SECONDS WEST; THENCE NORTH 00 DEGREES 02 MINUTES 00 SECONDS EAST FOR 485.0 FEET MORE OR LESS TO POINT OF BEGINNING.

LESS AND EXCEPT

6.00 FOOT BEACH ACCESS STRIP

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF S.R. #S-292 (100? R/W) AND THE WEST LINE OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 79 DEGREES 29 MINUTES 00 SECONDS EAST ALONG THE CENTERLINE OF SAID STATE ROAD FOR A DISTANCE OF 445.02 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID CENTERLINE WHICH IS A CURVE TO THE RIGHT HAVING A RADIUS OF 11,459.20 FEET FOR AN ARC DISTANCE OF 400.00 FEET TO A POINT OF TANGENCY; THENCE GO NORTH

79 DEGREES 29 MINUTES 00 SECONDS EAST ALONG SAID STATE ROAD CENTERLINE A DISTANCE OF 1390.88 FEET; THENCE GO SOUTH 00 DEGREES 02 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 50.86 FEET TO THE SOUTH R/W LINE OF SAID STATE ROAD; THENCE GO SOUTH 79 DEGREES 29 MINUTES 00 SECONDS WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 329.80 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE GO SOUTH 00 DEGREES 02 MINUTES 00 SECONDS WEST A DISTANCE OF 580.59 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO; THENCE GO SOUTH 63 DEGREES 39 MINUTES 41 SECONDS WEST ALONG SAID MEAN HIGH WATER LINE A DISTANCE OF 6.70 FEET; THENCE DEPARTING SAID MEAN HIGH WATER LINE GO NORTH 00 DEGREES 02 MINUTES 00 SECONDS EAST A DISTANCE OF 582.46 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID S.R. # S-292; THENCE GO NORTH 79 DEGREES 29 MINUTES 00 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 6.10 FEET TO THE POINT OF BEGINNING.

Agent File Number:
FAST File Number: 2080-3049919

REQUIREMENTS

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land and/or the mortgage to be insured.

2. Pay us the premiums, fees and charges for the policy.

3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.

4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:

   a. Warranty Deed conveying the land from Sundown Owners Association, Inc., a Florida non-profit corporation, in its capacity as the Termination Trustee pursuant to Termination Plan, filed December 23, 2008 and Section 718.117, Florida Statutes, a Florida non-profit corporation, to The Trust for Public Land. In connection with said deed, we will further require:

   a) Production of a copy of the documents creating and governing ; e.g. articles of association, articles of incorporation and by-laws (the "Enabling Documents"), with an affidavit affixed thereto that they are true copies of the Enabling Documents and all amendments thereto, and that the Corporation has not been dissolved;

   b) Certified copy of the resolution of the governing body of the corporation setting forth the terms, conditions and consideration for which the corporation is authorized to convey its property. The resolution must further identify the officers authorized to execute the deed and other closing document on behalf of the corporation;

   c) Certified incumbency certificate showing the identity of the officers authorized to execute the conveyance on behalf of the corporation;

   d) The Corporation must have been formed prior to the date of acquisition;

   e) Current Certificate from the Secretary of State of the state of origin that said Corporation is active and current;

   f) Satisfactory evidence of compliance with all requirements regarding conveying Corporation property contained in the Enabling Documents; and

   g) The Company reserves the right to amend the commitment, including but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.

   b. Warranty Deed conveying the land from The Trust for Public Land , to Escambia County . In connection with said deed, we will further require: 1) Certified copy of a Board of Directors resolution setting forth the terms, conditions and consideration for which the corporation is authorized to convey its property. The resolution must further identify the officers authorized to execute the deed and other closing documents on behalf of the corporation; 2) Certified incumbency certificate showing the identity of the officers

authorized to execute the conveyance on behalf of the corporation; 3) The corporation must have been formed prior to, the date the corporation acquired title to the land; 4) Certificate from the Secretary of State of the state of origin of said corporation's current good standing; 5) If the property constitutes all or substantially all of the corporation's assets and the sale is not in the usual and regular course of the corporation's business, the Company shall further require shareholder approval for the transaction obtained in compliance with the State's statutory requirements; and 6) The Company reserves the right to amend the commitment, including but limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.

5. Affidavit and proof of compliance with Plan of Termination of Sundown in Order to Sell recorded in Book 6409, Page 118.

6. Proof of payment of taxes and assessments for the year 2012, and prior years, plus any penalties and interest.

7. Note: The following is for informational purposes only and is given without assurance or guarantee: 2012 ad valorem taxes show **PAID** in the gross amount of $45,718.82 for Tax Identification No. 06-4S-32-1000-000-030.

NOTE: The following conveyance(s) have been recorded within the last 24 months:

None

Agent File Number:
FAST File Number: 2080-3049919

PART II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.

3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.

4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.

5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.

6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.

7. Any minerals or mineral rights leased, granted or retained by current or prior owners.

8. Taxes and assessments for the year 2013 and subsequent years, which are not yet due and payable.

NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

9. Amendment to Articles of Incorporation recorded in Book 1536, Page 95 and Book 2261, Page 610

10. Easement granted to Gulf Power Company by instrument recorded in Book 7, Page 387.

11. Easement granted to Gulf Power Company by instrument recorded in Book 1399, Page 307.

12. This Policy does not insure title to any part of the land lying below the mean high water line of any abutting body of water.

13. Riparian and/or littoral rights are not insured.

14. The right, title or interest, if any, of the public to use a public beach or recreation area or any part of the land described in Schedule A hereof, lying between the water abutting said land and the most inland of any of the following: (a) the natural line of vegetation; (b) the most extreme high water mark; (c) the bulkhead line; or (d) any other line which has been or which hereafter may be legally established as relating to such public use.

15. Due to all or a part of the land described herein being artificially filled in land in what was formerly navigable waters, this policy is subject to the right of the United States Government, arising by reason of the United States Government's control over navigable waters in the interest of navigation and commerce and/or the inalienable right of the State of Florida in the lands and/or waters of such character.

16. Any adverse claim to any portion of the land which has been created by artificial means or has accreted to any such portion so created.

17. Coastal Construction Control Line as established by Sections 161.052 and 161.053, Florida Statutes.

18. Any and all residual royalty rights of Coastal Petroleum Company, or its assigns, resulting from any agreements with the Trustees of the Internal Improvement Trust Fund of Florida, which does not include the right of entry for exploration, mining or drilling.

Agent File Number:
Issuing Office File Number: 2080-3049919

Note: All of the recording information contained herein refers to the Public Records of Escambia County, Florida , unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

Holbrook, Akel, Cold, Stiefel and Ray P.A.
One Independent Drive, Suite 2301
Jacksonville, FL 32202
Phn - (904)356-6311
Fax - (904)356-7330

10/08/2013

Re: Agent File Number:
FAST File Number: **2080-3049919**

Property Address: , **, FL**

YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.

An order has been placed with this company for a title insurance policy. The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on :

REFINANCE TRANSACTIONS:
To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

SALES TRANSACTIONS:
To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above-referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to the above address or fax number prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.

First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference: 064S321000000030
Account: 104624395
Owners: SUNDOWN OWNERS ASSOCIATION INC TERMINATION TRUSTEE
Mail: 2810 INVERNESS CT PENSACOLA, FL 32503
Situs: 32507
Use Code: VACANT RESIDENTIAL
Taxing Authority: COUNTY MSTU
Tax Inquiry: Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

2013 Certified Roll Assessment

Improvements:	$0
Land:	$2,138,400
Total:	$2,138,400
Save Our Homes:	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value Type	Official Records (New Window)

None

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2013 Certified Roll Exemptions

None

Legal Description

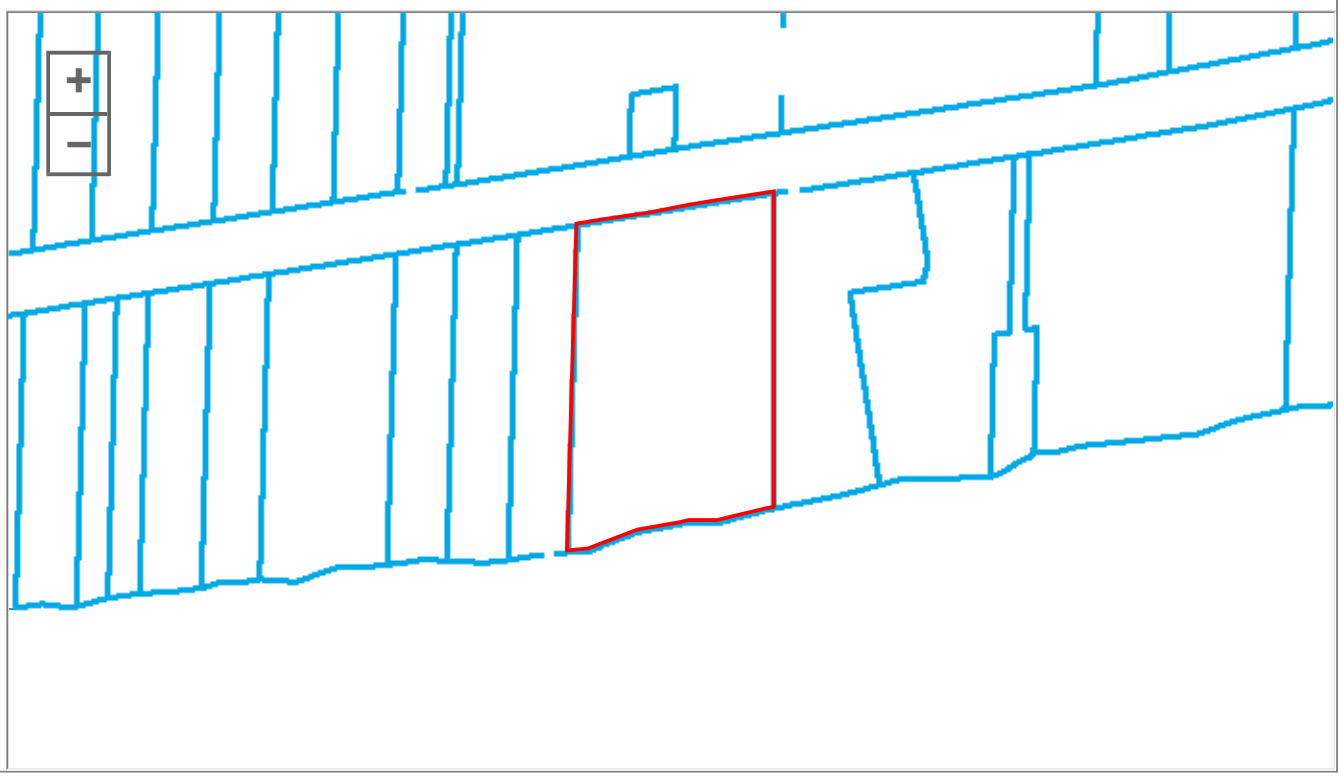
BEG AT INTER OF CENTER LI OF S R 292 (100' R/W) W LI OF SEC N 77 DEG 29 MIN 0 SEC E ALG CENTER LI OF RD 445 02/100 FT...

Extra Features

None

Parcel Information

Launch Interactive Map



Section Map Id:
06-4S-32

Approx. Acreage:
4.0000

Zoned:
R-3PK

Evacuation & Flood Information
Open Report

SUNDOWN PROJECT



ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT
LWG 09/05/13 DISTRICT 2

SUNDOWN PROPERTY (APPROXIMATELY 4.0 ACRES)
Parcel Reference Number: 06-4S-32-1000-000-030
Account # 104624395

Brantley & Associates Real Estate Appraisal Corp.

Mobile * Pensacola * Panama City

R. Shawn Brantley, MAI, CCIM
FL: Cert Gen RZ 289
AL: Certified General Real Property Appraiser G00419

Barbara M. Martin, MAI
FL: Cert Gen RZ 2552

Bruce A. Black
FL: Cert Gen RZ 2714

Barbara S. Brantley, CPA
Administration & Finance

David C. Singleton, MAI, MBA
FL: Cert Gen RZ 3501
AL: Certified General Real Property Appraiser G01003

Torri L. Matherne
FL: Cert Gen RZ 2987

Michael Miragliotta
FL: Cert Gen RZ 2173

October 30, 2013

Larry Goodwin
Real Estate Acquisition Manager
Escambia County Public Works Department
3633 West Park Place
Pensacola, FL 32505

Re: Appraisal Report of ±4.13 acres of waterfront land located along the Gulf of Mexico at 16447 Perdido Key Drive, Pensacola, Escambia County, Florida.
B&A File VWF13WU7756

Dear Mr. Goodwin:

At your request, we have inspected the above referenced real estate for the purpose of estimating the fee simple market value as of a current date.

The subject property is ±4.13 acres of multi-family waterfront land located at 16447 Perdido Key Drive and on the north shore of the Gulf of Mexico, on Perdido Key. Based on our investigation and analysis of the information gathered, we are of the opinion that the fee simple market value for the subject land, as of October 20, 2013 is as follows:

FEE SIMPLE MARKET VALUE OPINION
THREE MILLION DOLLARS
($3,000,000)

The above value opinion is subject to the limiting conditions and general assumptions contained in this appraisal. In addition, the following extraordinary assumption and/or hypothetical condition applies to this analysis:

1. **We were provided with a previous appraisal which we have relied upon for information about the subject property, particularly a survey contained therein, with a stated acreage of 4.13 acres. We assume this information to be accurate.**

G. Daniel Green
& ASSOCIATES
COMMERCIAL & RESIDENTIAL APPRAISAL, CONSULTING & SALES

October 25, 2013

Escambia County Public Works Department
C/o Mr. Larry Goodwin
3363 West Park Place
Pensacola, Florida32505

Re: Vacant Multi-Family Land | 16470 Perdido Key Drive| Pensacola, Escambia County Florida 32507

Dear Mr. Goodwin:

In response to your request, we have conducted the required investigation, gathered the necessary data, and made certain analyses that have enabled us to form an opinion of the current market value of the Fee Simple interest in the above captioned subject property.

The purpose of the appraisal is to develop an opinion of the market value of the Fee Simple interest in the subject property based on a personal observation and information provided to our office, and the investigation and analyses undertaken, as of October 24, 2013, the Effective Date of this appraisal, subject to the attached assumptions and limiting conditions. The intended user is Mr. Larry Goodwin, Escambia County Public Works Department. The intended use of this appraisal is for potential acquisition of the subject property by Escambia County Public Works Department. No other use of this report by any other entity or person is authorized.

We have analyzed the market value of the subject property based on our opinion of the highest and best use of the subject property. Subject to the assumptions, limiting conditions and certification set forth herein, it is our professional opinion the market value of the Fee Simple interest in the subject property as of October 24, 2013 is:

$3,100,000
THREE MILLION ONE HUNDRED THOUSAND DOLLARS
FEE SIMPLE INTEREST OF
±4.04ACRES OF VACANT MULTI-FAMILY LAND
AS OF
OCTOBER 24, 2013

103 baybridge drive • gulf breeze, fl 32562
tel 850.934.1797 • fax 850.932.8679
gdanielgreen.com

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-33. Approval of Various Consent Agenda Items – Continued

22. See Page 76.

23. Taking the following action concerning the FWC Contract #12485, *State of Florida Fish and Wildlife Conservation Commission Grant Agreement for "Land Acquisition for Recovery and Management of Perdido Key Beach Mice," Escambia County, FL Habitat Conservation Plan Land Acquisition* (Funding: Grant amount is $2,364,522, with a 26% local match; the 26% match is identified in Local Option Sales Tax III, Fund 352: Project 08NE0072 [Perdido Key HCP] – $70,901; Project 08NE0048 [Primary Dune Restoration] – $18,473; Project 12NE1712 [Perdido Key Access] – $688,500; and Project 08NE0028 [Environmentally Sensitive Lands] – $30,000):

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

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

24. Taking the following action concerning the 2013/2014 Emergency Solutions Grant (ESG) Agreement with Loaves and Fishes Soup Kitchen, Inc. (Funding: Fund 110, ESG, Cost Center to be assigned):

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

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

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-26. Approval of Various Consent Agenda Items – Continued

2. Adopting the Resolution *(R2013-132)* approving Supplemental Budget Amendment #016, General Fund (001) and Article V Fund (115), in the amount of $54,397, to recognize a transfer of funds from the General Fund, and to appropriate these funds for a Mental Health Case Manager position for Court Administration as part of the Jail transition for Fiscal Year 2013-2014.

3. Adopting the Resolution *(R2013-133)* approving Supplemental Budget Amendment #020, General Fund (001) and the Community Redevelopment Fund (151), a reduction in the amount of $40,986, to recognize an adjustment to the Escambia County Tax Increment Financing (TIF) Districts; this adds $88,796 to reserves for operating and reduces $40,986 for the County TIF Areas, as well as, reduces $47,810 in the allocation to the City TIF Areas based on the final certification of property values.

4. Adopting the Resolution *(R2013-134)* approving Supplemental Budget Amendment #024, Local Option Sales Tax III Fund (352), in the amount of $2,364,522, to recognize proceeds from the State of Florida Fish and Wildlife Conservation Commission, and to appropriate these funds for land acquisition for recovery and management of the Perdido Key beach mice.

5. Approving Budget Amendment Request #028, Jail Inmate Commissary Fund (111), in the amount of $102,078, to recognize a reallocation of operating funds for two positions associated with the Inmate Commissary portion of the Escambia County Jail; there are no new positions being created with this Budget Amendment.

6. Adopting the Resolution *(R2013-136)* approving Supplemental Budget Amendment #029, Other Grants and Projects Fund (110), in the amount of $236,374, to recognize proceeds from four State of Florida, Division of Emergency Management Federal Fiscal Year 2013 Homeland Security Subgrant Agreements, and to appropriate these funds for Public Safety activities related to hazardous materials, training, and facility security.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5506 **County Administrator's Report 9. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/02/2014
Issue: Approval to Issue Purchase Order in Excess of $50,000 for Security Services for West Florida Public Library
From: Darlene Howell, Library Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Security Services at the West Florida Public Library - Darlene Howell, Library Administrator

That the Board approve the issuance of a Purchase Order, in excess of $50,000, to Securitas Security Services USA, Inc., PD 10-11-043, to continue to provide security services at the West Florida Public Library, as provided below:

Securitas Security Services USA, Inc. - $50,585.92

[Funding: Fund 113, Library Fund, Other Contractual Services, Cost Center 53401]

BACKGROUND:

Effective October 1, 2013, the County assumed responsibility for the operations of the West Florida Public Library System. Contracts for security services are considered crucial. In order to prevent any lapse in service, the Library wishes to contract with the County's current security provider, Securitas Security Services USA, Inc., effective January 2, 2014.

BUDGETARY IMPACT:

Funding: Library, Fund 113, Other Contractual Services, Cost Center 53401

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5476 **County Administrator's Report 9. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 01/02/2014
Issue: Chairman's 2014 Annual Appointments to Boards and Committees
From: George Touart, Interim County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Chairman's 2014 Annual Appointments to Boards and Committees - George Touart, Interim County Administrator

That the Board confirm Chairman Lumon J. May's 2014 annual appointments to Boards and Committees on which Commissioners serve, as submitted, effective January 2, 2014.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy Section I, B1, Appointment Policy Procedures, requires confirmation by the Board of all appointments to Boards and Committees on which Commissioners serve.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

List of Appointments

LIST OF BOARDS AND COMMITTEES ON WHICH COMMISSIONERS SERVE
2014 ANNUAL APPOINTMENTS MADE BY CHAIRMAN LUMON J. MAY

BOARDS/COMMITTEES

Area Agency on Aging (1) – Comr. Robertson

Area Housing Commission (1) – Marie Young (2012-2015) (Ch. 421, F.S. – 4 YEAR TERMS) (According to F.S. and the Special Act Relating to the Area Housing Commission, Marie Young can continue to serve as the Board's appointee, even when she is no longer an elected official)

Greater Pensacola Chamber Board of Directors (1) – Comr. Valentino
(Note: The Chamber Bylaws Require the Chairman or Chairman's Designee Serve on this Board.)

Bay Area Resource Council (2) – Comr. Robinson & Comr. Barry

Community Action Program Committee, Inc. – Comr. May

Community Drug & Alcohol Commission (1) – Comr. May

Community Enterprise Investments, Inc. (1) – Comr. May

Council on Aging (1) – Comr. May was appointed to serve through December 2013
(Note: Appointments to this Committee are made by the Council on Aging, not by the BCC Chairman. The Council on Aging will announce their 2014 appointee at their annual meeting December 17, 2013. This appointment will be confirmed at an upcoming BCC Meeting.)

Downtown Improvement Board (1) – Comr. Robinson

Early Learning Coalition of Escambia County (1) – Robert Cothran (Comr. Barry's designee through 2016)

Escambia County Transportation Disadvantaged Coordinating Board – Comr. May (2016)

Extension Council-Escambia County (1) – Comr. Barry

Florida-Alabama Transportation Planning Organization (All 5 Commissioners)
(Note: Formerly Transportation Planning Organization/Metropolitan Planning Organization)

Juvenile Justice Council (1) – Comr. May **(Note: Chairman or Designee)**

Military Affairs Committee (1) – Comr. Barry

Northwest Florida Oil Impact Coalition – (1) Comr. Robinson (Serves as Chairman of this Coalition, with term to run concurrent with his term of office or until the Coalition sunsets, whichever occurs first)

Northwest Florida Regional Transportation Planning Organization (2) – Comr. Barry (2016), Comr. Valentino (2014). **(Note: The Florida-Alabama TPO Makes Appointments to this Organization – On January 18, 2012, an amendment was made to the Northwest Florida Regional TPO's bylaws allowing members to serve through the duration of their elected office. At their December 12, 2012, Meeting the Florida-Alabama TPO appointed Comr. Barry to replace the seat vacated by Comr. White.)**

Pensacola-Escambia Development Commission (2) – Comr. Barry (2013-2015) & Comr. Robertson (2012-2014) **(Note: Each Commissioner is appointed for staggered two-year terms.)**

Public Safety Coordinating Council-Escambia County (1) – Comr. May

Resource, Conservation & Development Council (1) – Comr. Barry

Tourism Administration & Convention Committee (1) – Comr. May

Tourist Development Council (1) – Comr. Valentino

Value Adjustment Board (2) – Comr. Robinson & Comr. Valentino **(Please Note: Section 194.015, F.S. Revised the Membership of the Board Effective 09/01/08)**

West Florida Regional Planning Council (2) – Comr. Valentino & Comr. Robertson

(REVISED 12/11/2013)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5471 **County Attorney's Report** **9. 1.**
BCC Regular Meeting **Action**
Meeting Date: 01/02/2014
Issue: Schedule a Public Hearing to Consider Amending the Noise Ordinance
From: Kerra Smith, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing on January 16, 2014, at 5:34 p.m., for Consideration of Amending the Noise Ordinance.

That the Board authorize the scheduling of a public hearing on January 16, 2014, at 5:34 p.m. to consider amending the Noise Ordinance, Chapter 42, Article III, Sections 42-63 and 42-67 of the Escambia County Code of Ordinances, to define the Core Area of Santa Rosa Island (Pensacola Beach), and establish separate noise restrictions for the commercial and residential areas of Santa Rosa Island.

BACKGROUND:

At its July 25, 2013, board meeting the Board adopted an Ordinance amending the Noise Ordinance to establish findings regarding the unique nature of Santa Rosa Island (Pensacola Beach) and the Perdido Key areas of the County, and retaining decibel-based noise regulations in these areas. The Board requested that the Santa Rosa Island Authority evaluate the single-family residential areas of the island and make a recommendation to the Board if it desired additional amendments.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Ordinance was prepared by Assistant County Attorney, Kerra A. Smith.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The ordinance will be distributed to the Escambia County Sheriff's Office, the State Attorney's Office, and any other relevant agencies.

Attachments

Draft - SRI Noise Ordinance

ORDINANCE 2014-__

AN ORDINANCE RELATING TO ESCAMBIA COUNTY, FLORIDA; AMENDING CHAPTER 42, ARTICLE III, SECTIONS 42-63 AND 42-67 OF THE CODE OF ORDINANCES; DEFINING THE CORE AREA OF SANTA ROSA ISLAND; MODIFYING LEGISLATIVE FINDIINGS AND NOISE RESTRICTIONS ON SANTA ROSA ISLAND; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE**;** PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the County has determined that noise beyond a certain defined decibel readings can be injurious to the health, safety, welfare, tranquility, and peace of the public; and,

WHEREAS, Santa Rosa Island of Escambia County is unique in both usage and geography; and,

WHEREAS, the Escambia County Board of County Commissioners has determined that providing two different noise regulation standards for the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential better ensures the health, safety, welfare, tranquility, and peace of the public;

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

SECTION 1. Chapter 42, Article III, Sections 42-63 and 42-67 of the Escambia County Code of Ordinances are hereby amended as follows:

Sec. 42-63. - Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

The Core Area of Santa Rosa Island means the predominately commercial district of Pensacola Beach more particularly described as beginning at a point on the Northerly R/W line of Ft. Pickens Rd. and the Southeast Corner of Block "C", La Caribe, being a subdivision recorded in Plat Book 15, Page 10 of the Public Records of Escambia County, Florida; thence depart said Northerly R/W line and run Northerly along the Easterly Boundary line of La Caribe Subdivision to the waters edge of Little Sabine Bay, thence run Northeasterly, Northerly and Northwesterly along the meanderings of said waters edge of Little Sabine Bay to the Bulkhead of the Bob Sikes Bridge at Pensacola Beach Blvd.; thence continue Easterly along said Bulkhead to the Southerly waters edge of Santa Rosa Sound; thence run Northeasterly, Southwesterly, Southerly, Southeasterly and Easterly along the meanderings of said waters edge of Santa Rosa Sound to a point lying on the extension of the Western Boundary of Lot 3, Block 3, Villa Primera, being a Subdivision recorded in Plat Book 2, Page 78 of the

DRAFT

Public Records of Escambia County, Florida; thence Southerly along said Western Boundary of Lot 3 to the Southwest Corner of said Lot 3, Block 3, Villa Primera; thence Easterly along the Southern Boundary of said Lot 3, Block 3, a distance of 35 Ft. to the Northeast Corner of Lot 14, Block 3, Villa Primera Subdivision; thence Southerly along the Eastern Boundary of Lot 14, Block 3, a distance of 93.88 Ft. to the Northerly R/W line of Via De Luna Drive; thence Westerly along said Northerly R/W line of Via De Luna Dr. to a point of intersection with the Northerly extension of the Westerly R/W line of Avenida 10; thence Southerly along said Westerly extension, West R/W line and Southerly extension of Westerly R/W line to the waters edge of the Gulf of Mexico; thence Southwesterly along said waters edge of the Gulf of Mexico to a point of intersection with the Westerly Boundary line of Block H, First Addition to Villa Sabine, being a Subdivision recorded in Plat Book 5, Page 75 of the Public Records of Escambia County, Florida; thence Northwesterly along said Boundary line of Block H to the Northerly R/W of Fort Pickens Rd.; thence Northeasterly along said R/W to the Southeast Corner of Lot 1, Block A, Spanish Landing Subdivision, being a subdivision recorded in Plat Book 8, Page 24 of the Public Records of Escambia County, Florida; thence Northwesterly along the Easterly Boundary line of said Lot 1, Block A, Spanish Landing to the Southerly waters edge of Little Sabine Bay; thence Northeasterly and Easterly along the Southerly shoreline of said Little Sabine Bay to a point of intersection of the waters edge and the Westerly Boundary line of Deep Water Cove Condominium Phase I; thence Southeasterly along said Westerly Boundary line to the Northerly R/W line of Fort Pickens Rd.; thence Northeasterly along the Northerly R/W line of Fort Pickens Rd. to the Point of beginning, as generally depicted in the following map:

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

Findings:

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

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

B. These areas are often marketed to tourists and other short-term visitors as destinations inclusive of such amenities.

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

D. On Santa Rosa Island there exist two distinct geographic areas: (1) The Core Area of Santa Rosa Island is a geographic area of Pensacola Beach that is comprised of predominantly commercial businesses particularly restaurants, bars, and entertainment venues providing a variety of musical entertainment; and, (2) the remainder of Santa Rosa Island outside of the Core Area, which is almost exclusively comprised of private residences. ~~The barrier islands are surrounded by water and have unique geographical features such as limited topography and vegetation.~~

E. The barrier islands are surrounded by water and have unique geographical features such as limited topography and vegetation. ~~The combination of these factors creates situations where continuing conflicts over noise are likely and therefore an objective decibel-based regulation is more appropriate than an unreasonableness standard.~~

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

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

(a) *Santa Rosa Island (Pensacola Beach):* In no event shall a person operate or cause to be operated or create any source of sound in the Core Area of Santa Rosa Island in such a manner so as to create a sound level which exceeds 70 dbA's (sound level measurement) when measured by a sound level meter at or within the property boundary of the receiving land use. On the remainder of Santa Rosa Island, outside the Core Area, in no event shall a person operate or cause to be operated or create any source of sound in such a manner as to create a sound level which exceeds 65 dbA's (sound level measurement) between the hours of 7:00AM and 10:00PM, and which exceeds 55 dbA's (sound level measurement) between the hours of 10:00PM and 7:00AM when measured by a sound level meter at or within the property boundary of the receiving land use.

(b) *Perdido Key:* In no event shall a person operate or cause to be operated or create any source of sound in such a manner so as to create a sound level which exceeds an average of 70 dbA (sound level measurement) when measured by taking four sound readings over a continuous 15-minute period, with the four readings taken at approximately at equal intervals. Those sound readings shall be taken at or within the property boundary of the receiving land use. With regards to sound measurements of live music performances, when possible,

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none of the four readings shall be taken during a break, intermission or other period when no music is emanating from the sound equipment.

SECTION 2. SEVERABILITY.

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

SECTION 3. INCLUSION IN THE CODE.

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

SECTION 4. EFFECTIVE DATE.

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

DONE AND ENACTED THIS _____ DAY OF_____, 2014.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Enacted:_____

_____
Deputy Clerk

Filed with Department of State:_____

(Seal)

Effective:_____

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5516 **County Attorney's Report 9. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 01/02/2014
Issue: Department of Justice's Proposed Consent Agreement
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Department of Justice's Proposed Consent Agreement

That the Board discuss the Department of Justice's proposed Consent Agreement related to operations at the Escambia County Jail.

BACKGROUND:

In May 2013, the Department of Justice (DOJ) forwarded a findings letter to the Escambia County Sheriff and the Board of County Commissioners regarding the jail.

BUDGETARY IMPACT:

TBD

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney is in communication with counsel for the Department of Justice.

PERSONNEL:

TBD

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

TBD

Attachments

Proposed Consent Agreement From DOJ
Ltr. to Attorney David Deutsch Dated June 21, 2013

CONSENT AGREEMENT

INTRODUCTION

1. The purpose of this Consent Agreement ("Agreement") is to remedy the constitutional violations at the Escambia County Jail identified in the findings letter that the United States issued on May 22, 2013 ("Findings Letter"). The Jail is an integral part of the public safety system in Pensacola, Florida. Through the provisions of this Agreement, the Parties seek to ensure that the conditions in the Jail protect the constitutional rights of prisoners confined there. By ensuring that the conditions in the Jail are constitutional, Defendant will also provide for the safety of staff and promote public safety in the community.

2. Plaintiff is the United States.

3. Defendant is Escambia County, Florida.

4. Defendant shall ensure that all agencies and individuals under its control take all actions necessary to comply with the provisions of this Agreement.

5. Defendant both funds and operates the Jail in Pensacola, Florida ("the Jail") and is responsible for providing care, custody, and control of the Jail's prisoners. The Jail can house up to 1,442 prisoners. The Jail's current population is 1,314, consisting of 1,092 male and 222 female prisoners. Roughly 65 percent of the Jail's prisoners are African Americans and 35 percent are Caucasian. About 72 percent of the Jail's prisoners are pre-trial detainees.

6. The Jail consists of the Main Detention Facility ("Main Jail"), with a capacity of 815 prisoners, and a current daily occupancy of 713, and a Central Booking and Detention Facility ("CBD"), with a capacity of 697 prisoners, and a current daily occupancy of 601. The Main Jail provides general population housing for male prisoners, special housing for juveniles, and administrative, mental health, infirmary, disciplinary confinement, and protective custody housing. CBD houses the Jail's female prisoners in general population, prisoners remanded to the custody of the Jail, and prisoners awaiting classification. CBD is the central intake and booking facility for all of the County's law enforcement agencies as well as state law enforcement entities.

7. The United States Department of Justice ("DOJ") enters into this agreement with Defendant after having conducted an investigation into conditions at the Jail pursuant to its authority under the Civil Rights of Institutionalized Persons Act ("CRIPA"), 42 U.S.C. § 1997. During its investigation, DOJ conducted a series of tours of the Jail, each lasting between three to five days. The most recent DOJ tour was conducted October 15-17, 2012.

8. On May 22, 2013, DOJ issued a Findings Letter, pursuant to 42 U.S.C. § 1997 (a) (1), which concluded that certain conditions at the Escambia County Jail violated the constitutional rights of prisoners, and recommended remedial measures.

9. This Agreement is the result of a cooperative effort between DOJ and Defendant that evinces a commitment to achieve and maintain constitutional conditions at the Escambia County Jail. Through the provisions of this Consent Agreement, the Parties seek to protect the constitutional rights of prisoners at Escambia, provide for the safety of staff, and avoid the risks and burdens of litigation.

10. No person or entity is intended to be a third-party beneficiary of this Agreement for purposes of any civil, criminal, or administrative action. Accordingly, no person or entity may assert any claim or right as a beneficiary or protected class under this Agreement. This Agreement is not intended to impair or expand the right of any person or entity to seek relief against the County or its officials, employees, or agents for their conduct. This Agreement is not intended to alter legal standards governing any such claims.

11. Defendant stipulates that the conditions at the Escambia County Jail necessitate the remedial measures contained in this Agreement, including supervision, non discrimination, and mental health and suicide provisions.

12. The Parties stipulate that this Agreement complies in all respects with the Prison Litigation Reform Act, 18 U.S.C. § 3626(a). The Parties further stipulate and the Court finds that the prospective relief in this Agreement is narrowly drawn, extends no further than necessary to correct the violations of federal rights as alleged by DOJ in its Complaint and Findings Letter (attached as Exhibit "A"), is the least intrusive means necessary to correct these violations, and will not have an adverse impact on public safety or the operation of a criminal justice system. Accordingly, the Parties represent, and this Court finds, that the Agreement complies in all respects with 18 U.S.C. § 3626(a).

I. DEFINITIONS

1. "Adequate" shall mean that level of service required for compliance with the Constitution of the United States.

2. "Compliance" is discussed throughout this Agreement in the following terms: substantial compliance, partial compliance, and non-compliance. "Substantial Compliance" with a provision means that Defendant has achieved compliance with most or all of the components of the relevant Agreement provision. "Partial Compliance" with a provision means that the Defendant has achieved compliance with some of the components of the relevant Agreement provision, but significant work remains. "Non-compliance" means that the Defendant has not met most or all of the components of the Agreement provision.

3. "DOJ" shall refer to the United States Department of Justice, which represents the United States in this matter.

4. "Document," when used in this Agreement as a verb, means completing a report, either in hard copy or in electronic format, with sufficient supporting data, facts, and explanation.

5. "Effective Date" means the date the Agreement is entered as a Court order.

6. "Extraordinary and exceptional circumstances" refers to a substantial and imminent risk to the safety of a prisoner or other persons.

7. "Implement" or "implementation" means putting a remedial measure into place and into practice by all necessary means, including, *inter alia*, staffing augmentation, training impacted personnel, and maintaining data.

8. "Include" or "including" means "include, but not be limited to" or "including, but not limited to."

9. "Isolation" or "segregation" means the involuntary confinement in a locked room or cell, either alone or double-celled, for approximately 21 or more hours per day.

10. "Prisoner" means an individual detained, housed, held, in the custody of, or confined in the Jail for any period of time.

11. "Interdisciplinary Team" refers to a team consisting of treatment staff from various disciplines, including medical, nursing, and mental health and one or more members from corrections or security functions.

12. "Jail" refers to all correctional facilities operated by Defendant and includes: the Main Jail, a Central Booking and Detention Facility, and any facility that may be built, leased, or otherwise used to replace or supplement the current Jail facilities.

13. "Jail Management" refers to those who have the authority and responsibility for the day-to-day operations of the Jail, and the oversight of employees, contractors, and volunteers.

14. "Long-term isolation" means a period of isolation intended to last or that does last more than 14 consecutive days.

15. "Mental Health Review Committee" refers to a group consisting of the Jail Mental Health Director or designee, and the Lead Jail Psychiatrist.

16. "Monitor" means the individual selected to oversee implementation of the Agreement.

17. "Psychotropic medication" means any substance used to treatment of mental health problems or mental illness that affects the mind and is capable of modifying mental activity or behavior.

18. "Qualified Mental Health Professional" is a psychiatrist, psychologist, psychiatric social worker, psychiatric nurse, or a professional who by virtue of his or her education, credentials, and experience is licensed by Florida and permitted by law to evaluate and care for patients' mental health needs.

19. "Qualified Mental Health Staff" refers to individuals with a minimum of a bachelor's degree and two years of experience who provide mental health services under the direct supervision of a Qualified Mental Health Professional.

20. "Qualified Nursing Staff" means staff currently licensed by Florida as registered or licensed practical nurses.

21. "Quality Assurance" means a system for assessing the implementation and effectiveness of remedies instituted under this Agreement, identifying any existing deficits, and effectuating new measures to cure identified deficits.

22. "Remedial Measure" includes each and every measure detailed in the substantive provisions of this Agreement geared toward achieving the Agreement's goals, including new policies, procedures, training curricula, and outcome measures. However, the term *does not* refer to specific operational decisions.

23. "Security rounds" is when correctional officers walk into and through their assigned housing units.

24. "Self harm" is an act by a prisoner that inflicts damage to, or threatens the integrity of, his or her body. These acts include, but are not limited to, hanging, self-strangulation, asphyxiation, cutting, self-mutilation, ingestion of a foreign body, insertion of a foreign body, head banging, drug overdose, jumping, and biting.

25. "Sentinel event" is an unexpected occurrence involving death or serious physical or psychological injury, or the risk thereof. The phrase "or the risk thereof" includes any process variation for which a recurrence would carry a significant chance of a serious adverse outcome. Such events are called "sentinel" because they signal the need for immediate investigation and response.

26. "Serious injury" includes any injury that requires immediate medical treatment by jail-based medical providers or hospital care.

27. "Serious mental illness" ("SMI") means: (1) a diagnosable mental, behavioral or emotional disorder of sufficient duration to meet diagnostic criteria specified within DSM-IV or their ICD-9-CM equivalent (and subsequent revisions) with the exception of DSM-IV "V" codes, substance use disorders, and developmental disorders, which are excluded, unless they co-occur with another diagnosable serious mental illness; or (2) a substantial disorder of thought or mood that significantly impairs judgment, behavior, or capacity to recognize reality or cope with the ordinary demands of life.

28. “Serious suicide attempt” means a suicide attempt that is either potentially life-threatening or that requires medical treatment or hospitalization.

29. “Special needs prisoner” means any prisoner who is suicidal, has mental illness and/or intellectual and/or developmental disabilities, is intoxicated, or is otherwise a danger to himself/herself or others.

30. “Suicide Precautions” means any level of watch, observation, or measures to prevent self-harm.

31. “Sustain Implementation” means to achieve a prolonged and continuous practice.

32. “Train” means to instruct in the skills addressed to a level that the trainee has a documented post-training level of proficiency. “Trained” means to have achieved such proficiency in the skills and to implement those skills regularly.

33. “Treatment Plan” refers to an individualized plan that is based on assessments, identifies the care needs, and develops strategies to meet those needs. The purpose of the plan is to transition the prisoner through the continuum of care in a safe and effective way. To accomplish this goal, the plan documents treatment goals, objectives, and treatment interventions; states criteria for terminating specific interventions; and documents the prisoner’s progress in meeting the goals and objectives. The plan requires that each discipline must collaborate to assess and reassess the patient, and then integrate interdisciplinary documentation of needs, goals, strategies and interventions. Disciplines represented in any treatment plan referred to under this Agreement shall include, at a minimum, medical, mental health, and security staff.

II. SUBSTANTIVE PROVISIONS

A. PROTECTION FROM HARM

The goal of this subsection of the Agreement is to ensure that, consistent with constitutional standards, Defendant provides prisoners with a reasonably safe and secure environment where prisoners are protected from assault by other prisoners and are not subjected to unnecessary or excessive uses of force by Jail staff. To achieve this goal, Defendant shall adopt and fully implement each of the remedial measures detailed in the enumerated provisions of this subsection. Prior to adopting and implementing each of these remedial measures, Defendant shall consult with and obtain approval from the Monitor and DOJ. The Monitor and DOJ shall base their assessment of whether to approve the adoption and implementation of each of the enumerated remedial measures on whether the measure is entirely consistent with the goal of ensuring that Defendant provide prisoners with a reasonably safe and secure environment.

Unless otherwise indicated, within 100 days of the Effective Date, Defendant shall provide the Monitor and DOJ with first drafts of policies, procedures, training curricula and other remedial measures they propose to adopt. These remedial measures shall be adopted no later than 60 days and fully implemented no later than 200 days after approval by the Monitor and DOJ.

1. New Security Policies, Procedures, and Training Curricula. Defendant shall adopt and fully implement the following security policies, procedures, and training:

   a. Policies, procedures, and training curricula ensuring that correctional officers and security supervisors conduct and document security rounds. These remedial measures shall ensure that correctional officers and security supervisors conduct an adequate and reasonable number of rounds at irregular intervals inside each and every housing unit. Rounds shall be conducted on each shift, every day. The frequency of rounds may differ based on the classification status of the prisoners housed in a particular unit. These remedial measures shall require correctional officers and security supervisors to document any security deficiencies observed during rounds and to note any corrective actions taken.

   b. Policies, procedures, and training curricula that ensure the appropriate use of video surveillance as a security enhancement. These remedial measures shall prevent the use of video surveillance as a substitute for rounds and correctional officers' direct observations of the prisoners and the safety conditions in the housing units.

   c. A policy, procedure, and training curricula ensuring the documentation of all security rounds on forms or logs and prohibiting the use of pre-printed rounding times and/or signatures.

   d. Policies, procedures, and training curricula that ensure security staff appropriately searches cells for contraband. These remedial measures shall include, for all shifts, the following:

      (1) Random visual searches of individual cells in housing areas and cellblocks;

(2) Random searches of common areas of the housing units and other areas in which prisoners have access (e.g. classrooms, visiting areas, laundry);

(3) Regular searches of intake cells;

(4) Periodic large scale searches of housing units, including areas that have prisoner access such as education and program space, the medical unit, gang holding cells, and central booking; and

(5) Documentation of the contraband recovered in searches for review by Jail leadership.

e. Policies, procedures, and training curricula ensuring that correctional officers assigned to special management units, including disciplinary segregation, protective custody, and infirmary, receive at least eight hours of specialized training prior to working on those units, and annually thereafter.

2. New Policies, Procedures, and Training Curricula for Notifying Managers. Defendant shall adopt and fully implement policies, procedures, and training curricula for notifying managers of serious security/safety related incidents in the Jail. These remedial measures shall ensure managers learn of the incidents shortly after they have occurred, enabling the managers to take action, if required, to prevent additional harm to prisoners or to take other corrective action. These remedial measures shall also ensure staff notifies Jail leadership of serious safety/security incidents by no later than the end of each shift.

3. Collection of Data. Defendant shall adopt and fully implement new policies, procedures, and training curricula concerning the collection, maintenance, and analysis of security and safety related data. These remedial measures shall ensure that sufficient information is collected to assess whether staff members have complied with policy; whether corrective action is necessary, including training or discipline; the effectiveness of training and policies; and whether conditions at the Jail comply with this Agreement.

4. Consolidated Report for Tracking Prisoner Violence. Defendant shall adopt and fully implement new policies and procedures for tracking prisoner violence. These remedial measures shall ensure that the Jail has a system for tracking all serious safety/security related incidents that captures in one report the most relevant information for each incident, including location, any injuries sustained to prisoners or staff, any prisoner or staff witnesses, any medical care provided, primary and secondary staff involved, the reviewing supervisor, external reviews and results, the remedy taken, and administrative sign-off. These remedial measures shall also require Jail management and leadership to effectively review and use the consolidated report.

5. Periodic Reporting of Data to the Monitor and DOJ for Purposes of Assessing Compliance. Ninety days after the Effective Date and every six months thereafter until the termination of this Agreement, Defendant shall submit to the Monitor and DOJ a Periodic Security/Safety Report, detailing the use of force by staff and prisoner-on-prisoner assaults, and whatever other information the Monitor and DOJ deems necessary for assessing progress toward meeting the goal of this subsection of the Agreement – the achievement of a reasonably safe

and secure environment for the Jail's prisoners. Excepting the initial submission, The Monitor and DOJ shall, within 60 days of receiving the Periodic Security/Safety Report, assess and report back on whether the Defendant is making substantial progress toward achieving the goal of this subsection. If a review of any given Report indicates that substantial progress has not been made, the Monitor and DOJ shall determine what additional remedial measures need to be adopted and implemented under this Agreement. Irrespective of whether the Defendant has complied with the other requirements of this Agreement, this Agreement shall remain in effect up and until such time as the data and information provided in the Periodic Security/Safety Report to the Monitor and DOJ establish that the goal of this subsection has been achieved in full for a sustained period of time.

6. Implementation of Prison Rape Elimination Act Requirements. New regulations promulgated pursuant to the Prison Rape Elimination Act of 2003, 42 U.S.C. § 15601, *et seq*., ("PREA") include those related to the prevention, detection, reporting, and investigation of sexual assault and sexual harassment. Accordingly, Defendant shall adopt and implement policies, procedures, training curricula, protocols, audits, and other remedial measures consistent with the requirements of PREA. http://www.ojp.usdoj.gov/programs/pdfs/prea_final_rule.pdf .

7. Security Staffing. To achieve the goal of providing prisoners with a reasonably safe and secure environment and to avoid an unacceptable and excessive risk of harm to prisoners, correctional staffing and supervision must be sufficient to adequately supervise prisoners in their daily living, in movement throughout the facilities, and during their participation in programs and services.

   a. To achieve adequate staffing levels, Defendant shall implement the recommendations of the Staffing Study that Justice Concepts prepared for them in March 2011 (Attachment B). Consistent with the Justice Concepts Staffing Study, Defendant shall:

      (1) Fill all existing vacancies, both funded and authorized, that exist as of the Effective Date and use best efforts to retain and fill any vacancies that may occur in the future;

      (2) In Year One of the Effective Date: budget for and employ 30 additional detention staff;

      (3) In Year Two of the Effective Date: budget for and employ 30 additional staff (for a total of 60);

      (4) In Year Three of the Effective Date: budget for and employ 20 additional detention staff (for a total of 80); and

      (5) In Year Four of the Effective Date: budget and employ 20 additional staff (for a total of 100).

b. Two Years after the Effective Date, the Defendant may have another comprehensive staffing study prepared for the Jail to determine whether new staffing levels can be adopted to supersede the levels detailed in Provision II.A.7.a above. (See NIC Jail Staffing Analysis workbook http://static.nicic.gov/Library/016827.pdf) (Defendant has indicated that they may want to explore strategies for reducing the prisoner population, which may in turn have the effect of reducing the need for jail beds and for security/supervision posts in the Jail). Upon completion of any new staffing plan and analysis, Defendant shall provide their findings to the Monitor and DOJ for review and approval. The Monitor and DOJ shall have 30 days to require any revisions to the staffing plan. Defendant shall fund staffing for the Jail based on the staffing plan and analysis, together with any revisions mandated by the Monitor and DOJ. The Monitor and DOJ shall set the timetable for the hiring of any additional staff.

8. Monitor And DOJ May Identify Additional Security/Safety Related Remedial Measures. Defendant shall adopt and implement any additional remedial measures – including additional policies, procedures, and training curricula – that the Monitor and DOJ identify as necessary to achieve the goal of a reasonably safe and secure environment.

B. HOUSING OF PRISONERS BY RACE

The goal of this subsection of the Agreement is to ensure that, consistent with constitutional standards, Jail staff do not consider race or ethnicity when making housing determinations for the Jail's prisoners.

Prior to adopting and implementing each of the remedial measures detailed in this subsection, Defendant shall consult with and obtain approval from the Monitor and DOJ. The Monitor and DOJ shall provide approval only when the Defendant's approach to adopting and implementing any given remedial measure is entirely consistent with the goal of ensuring that neither race nor ethnicity is considered when Jail staff makes housing determinations for the Jail's prisoners.

Defendant shall provide the Monitor and DOJ with first drafts of policies, procedures, training curricula and other remedial measures they propose to adopt within 100 days of the Effective Date. These remedial measures shall be adopted no later than 60 days and fully implemented no later than 200 days after approval by the Monitor and DOJ.

1. Existing Policy Concerning Classification and Housing. Defendant shall fully implement their recently revised classification policy: G.O.809.1 classification 10142011. Defendant shall be deemed to have fully implemented this policy upon having consulted with and obtained approval from the Monitor and DOJ. The Monitor and DOJ shall only approve of Defendant's implementation of this policy if its implementation is consistent with the goal of ensuring that neither race nor ethnicity is considered when Jail staff makes housing determinations for the Jail's prisoners.

2. New Policies, Procedures, and Training Curricula Concerning the Housing of Prisoners. Defendant shall adopt and fully implement whatever policies, procedures, and training curricula are necessary to ensure that neither race nor ethnicity are considered, either formally or informally, in the course of staff making housing determinations for prisoners.

3. Collection of Data. Defendant shall adopt and fully implement new policies, procedures, and training curricula concerning the collection, maintenance, and analysis of housing and classification decisions. These remedial measures shall ensure that sufficient information is collected to assess whether staff members have complied with policy; whether corrective action is necessary, including training or discipline; the effectiveness of policies; and whether conditions at the Jail comply with the goal of this subsection of the Agreement.

4. Periodic Reporting of Data to the Monitor and DOJ for Purpose of Assessing Compliance. Ninety days after the Effective Date, and every six months thereafter until the termination of this Agreement, Defendant shall submit to the Monitor and DOJ a Periodic Desegregation Report, detailing the racial and ethnic composition of each of the Jail's housing pods, and whatever other information the Monitor and DOJ deem necessary for assessing progress toward meeting the goal of this subsection of the Agreement – ensuring that Jail staff do not consider race or ethnicity in the course of making housing determinations. The Monitor and DOJ shall, within 60 days of receiving the Periodic Desegregation Report, assess and report back on whether the Defendant has achieved the goal of this subsection. If a review of any given Report indicates that Defendant has not achieved or is no longer achieving the goal of this subsection, the Monitor and DOJ shall determine what additional remedial measures need to be adopted and implemented under this Agreement. Irrespective of whether the Defendant has complied with the other requirements of this Agreement, this Agreement shall remain in effect up and until such time as the data and information provided in the Periodic Desegregation Report establish that the goal of this subsection has been achieved in full for a sustained period of time.

C. MENTAL HEALTH CARE AND SUICIDE PREVENTION

The goal of this subsection of the Agreement is to ensure that, consistent with constitutional standards, Defendant provides prisoners with adequate mental health care.

Prior to adopting and implementing each of the remedial measures in this subsection, Defendant shall consult with and obtain approval from the Monitor and DOJ. The Monitor and DOJ shall provide approval only when the Defendant's approach to adopting and implementing any given remedial measure is entirely consistent with the goal of ensuring that Defendant provides adequate mental health care to the Jail's prisoners.

Unless otherwise indicated, Defendant shall provide the Monitor and DOJ with first drafts of policies, procedures, training curricula and other remedial measures they propose to adopt within 100 days of the Effective Date. These remedial measures shall be adopted no later than 60 days after approval by the Monitor and DOJ and fully implemented no later than 200 days after approval by the Monitor and DOJ.

1. Existing Policies. Defendant shall fully implement Escambia County Jail policies J-A-06 Continuous Quality Improvement Program, J-A-09 Privacy of Care, J-D-01 Pharmaceutical Operations and Medication Service, J-D-05 Hospital and Specialty Care, J-E-04 Health Assessment, J-E-05-Mental Health Screening and Evaluation; J-E-07 Non-Emergency Health Care Requests and Services, J-G-02 Patients with Special Needs, J-G-03-Medical & Mental Health Infirmary Care, J-G-04-Basic Mental Health Services, J-G-05 Suicide Prevention Program, J-H-01 Health Record, and J-I-01 Restraint and Seclusion. Defendant shall only be deemed to have fully implemented these policies upon having consulted with and obtained approval from the Monitor and DOJ. The Monitor and DOJ shall only approve

of the Defendant's implementation of these policies if Defendant's implementation is consistent with the goal of ensuring that Defendant provides adequate mental health care to the Jail's prisoners.

2. Mental Health Staffing (Generally). Defendant shall adopt and fully implement new policies and procedures ensuring the deployment and retention of an adequate number of Qualified Mental Health Professionals and Staff; the availability of Mental Health Professionals for consultation – either in person or by phone – 24 hours a day; and the maintenance of a written and up-to-date mental health staffing plan.

3. Psychiatry hours. Defendant shall adopt and fully implement new policies and procedures ensuring that every week of the year at least two psychiatrists work at the Jail, each for at least 32 hours a week. These hours shall be clearly documented and logged.

4. Collaboration between Psychology, Psychiatry, and Jail Leadership. Defendant shall adopt and fully implement new policies, procedures and training curricula to ensure adequate collaboration between Psychology, Psychiatry, and Jail Leadership. These remedial measures shall include measures that ensure adequate interdisciplinary treatment plans, the collaborative planning of the clinical treatment of prisoners' mental health needs, and collaborative management of mental health services generally. These measures shall also foster an adequate amount of communication between the Jail's Psychologists and Psychiatrists and the Jail Administrator and Director of Mental Health Services. Adequate communication between Jail's psychologists and psychiatrists and its leadership shall involve, in part, ensuring that leadership is routinely informed of the resource needs of the Jail's mental health program.

5. Initial Screening. Defendant shall adopt and fully implement new policies, procedures, and training curricula concerning screening practices at the Jail. These remedial measures shall ensure that: trained and Qualified Medical or Mental Health Staff shall administer an initial mental health/suicide screen for all incoming arrestees; the mental health screening shall be done at the same time as medical screening, both of which shall take place prior to housing placement (the mental health screening may include or be in addition to the assessment required under the PREA standards (see Section II.A.6 above)); the medical and mental health screenings shall take place within four hours of booking; the results of the screening shall be shared with appropriate correctional staff; the mental health screening shall include explicit screening for the potential for self-harm, delirium, depression, mania, and psychosis; and the screening form shall include the identification and assessment of the following factors:

    a. Past suicidal ideation or attempt;

    b. Current suicidal ideation, threat, or plan;

    c. Prior mental health treatment or hospitalization;

    d. Recent significant loss such as the death of a family member or close friend;

    e. History of suicidal behavior by family members or close friends;

f. Suicide risk during any prior confinement (i.e., whether prisoner has previously been on a suicide watch);

g. Any observations by the transporting officer, court, transferring agency, or similar individuals regarding the prisoner's potential suicidal risk or mental health;

h. Substance(s) or medication(s) used, including the amount, time of last use, and history of use;

i. Any physical observations, such as shaking, seizing, or hallucinating;

j. History of drug withdrawal symptoms, such as agitation, tremors, seizures, hallucinations, or delirium tremens; and

k. History/serious risk of delirium, depression, mania, and psychosis.

The screening instrument will be validated by a Qualified Mental Health Professional approved by the Monitor and DOJ within X days of the Effective Date and every 12 months thereafter, if necessary.

6. Mental Health Assessments. Defendant shall adopt and fully implement new policies, procedures, and training curricula to ensure the following:

a. A Qualified Mental Health Professional or a member of the Qualified Mental Health Staff who is appropriately supervised by a Qualified Mental Health Professional shall conduct appropriate mental health assessments within the following time periods from the initial screen or other identification of need:

(1) 10 days, or sooner if medically necessary, for prisoners with routine mental health needs;

(2) 24 hours, or sooner if medically necessary, for prisoners with urgent mental health needs; and

(3) Immediately, but no later than two hours, for prisoners with emergent mental health needs.

b. A Qualified Mental Health Professional shall perform a mental health assessment no later than the next working day following any adverse triggering event (i.e., any suicide attempt, any suicide ideation, or any aggression to self resulting in serious injury).

c. The mental health assessment shall include a recorded diagnosis section on Axis I, II, and III, using the DSM-IV-TR, or subsequent Diagnostic and Statistical Manual of the American Psychiatric Association;

d. A Qualified Mental Health Professional shall, as part of a prisoner's interdisciplinary treatment team, maintain a risk profile for each prisoner on the mental health case load and develop and implement a treatment plan to minimize the risk of harm to each prisoner;

e. Jail staff shall request, obtain, and review available information regarding any diagnosis made by a prisoner's community or hospital treatment provider, and shall account for a prisoner's psychiatric history as a part of the mental health assessment;

f. If a prisoner is assessed as having mental illness, the prisoner shall be referred to the psychiatrist and psychologist for appropriate treatment and an initial treatment plan shall be developed and implemented;

g. Adequate and timely treatment for prisoners whose assessments reveal mental illness and/or suicidal ideation shall include timely and appropriate referrals for specialty care and visits with Qualified Mental Health Professionals, when clinically appropriate;

h. Jail staff shall adequately document the mental health assessment and initial treatment plan in the prisoner's medical record; and

i. On an annual basis, Defendant shall assess the process for screening prisoners for mental health needs to determine whether prisoners are being appropriately identified for care. Based on this assessment, Defendant shall recommend changes, if any, to the screening system. The assessment and recommendations will be documented and provided to the Monitor and DOJ within X days. The revised screening system will be implemented no later than X days after approval by the Monitor and DOJ.

7. Referrals and Access to Care. Defendant shall adopt and fully implement new policies, procedures, and training curricula to ensure prisoners are adequately referred to Qualified Mental Health Professionals. These remedial measures shall require levels of referrals based on acuteness of need and shall include "routine referrals," "urgent referrals," and "emergent referrals."

a. A prisoner designated as a "Routine Referral" will be seen by a Qualified Mental Health Professional within 10 days, and a psychiatrist within the following 48 hours, when clinically indicated (e.g., for medication and/or diagnosis assessment).

b. A prisoner designated as an "Urgent Referral" will be seen by a Qualified Mental Health Professional within 24 hours, and a psychiatrist within 48 hours, when clinically indicated.

c. A prisoner designated as an "Emergent Referral" shall be seen by a Qualified Mental Health Professional within two hours. "Emergent Referrals" shall include prisoners identified as at risk of harming themselves or others. If clinically indicated, the prisoner will be seen by a psychiatrist within 24 hours (or the next business day). "Emergent Referrals" must be placed on constant observation at least until seen by a Qualified Mental Health Professional.

8. Prisoner Requests for Mental Health Care. Defendant shall adopt and fully implement new policies, procedures, and training curricula to ensure that:

a. Prisoners submitting sick call requests for mental health treatment shall be seen by a Qualified Health or Mental Health Professional in a timely manner, as clinically appropriate;

b. Defendant shall permit prisoners who are illiterate, non-English speaking, or otherwise unable to submit written sick call requests for mental health care to verbally request care. Such verbal requests shall be promptly transmitted to a Qualified Mental Health Professional and documented by the staff member who receives the request on an appropriate form; and

c. The Jail shall develop and implement an effective system for documenting, tracking, and responding to sick call requests for mental health care.

9. Psychiatric Hospitalization/Crisis Services. Defendant shall adopt and fully implement new policies, procedures, and training curricula ensuring that prisoners requiring emergency psychiatric hospitalization or who are acutely mentally ill receive timely and adequate treatment either on site or by agreement with a local hospital. These remedial measures shall require Defendant to provide crisis and acute care in an appropriate therapeutic environment that is available to all prisoners who need it, including access to beds in a mental health care setting for short-term treatment and regular, consistent treatment sufficient to address the crisis.

10. Treatment Plans and Treatment. Defendant shall adopt and fully implement new policies, procedures, and curricula ensuring adequate treatment plans and treatment. These remedial measures shall ensure that:

a. Each prisoner on the mental health caseload receives a comprehensive, individualized treatment plan developed by a clinician with participation from the prisoner and from others, as appropriate (e.g., mental health, medical, or correctional staff) within 10 days of his/her mental health assessment;

b. Treatment plans are clearly written and include mental health assessments, diagnoses, treatment programs and goals, and medications;

c. Treatment plans adequately address prisoners' mental health needs and contain interventions specifically tailored to the prisoners' diagnoses and risks;

d. Treatment plans provide treatment programming and modalities, including group therapy, to optimize the overall level of functioning of prisoners within the correctional environment, and are geared toward successfully integrating prisoners with mental illness into the general population or discharge into the community;

e. Treatment plans include the timely and appropriate provision of therapy, counseling, and other mental health programs for all prisoners on the mental health caseload;

f. Generally, treatment plans are reviewed every 30 days for the first three months of placement, and once every 90 days thereafter. However, treatment plans shall be updated whenever there is a significant worsening in the prisoner's clinical status.

g. Jail staff coordinate and collaborate with community mental health and supportive services prior to a prisoner's release.

11. Medication Administration. Defendant shall adopt and fully implement new policies, procedures, and training curricula to ensure all medications are appropriately prescribed, stored, controlled, dispensed, and administered, in accordance with all applicable laws, and as follows:

a. Initial doses of prescribed medications shall be delivered to prisoners within 48 hours of the prescription, unless it is clinically required to deliver the medication sooner;

b. Prisoners entering the Jail shall continue to receive current medications prescribed by a licensed medical provider, or acceptable alternate medications, within 24 hours of entry, unless the facility physician makes an alternative clinical judgment;

c. Medical staff who administer medications to prisoners shall document the following information in the prisoner's Medical Administration Record: the name and dosage of each dispensed medication, the date and time each medication is administered, and the date and time for any refusal of medication;

d. Prisoner's unified health record shall be updated within one week of the end of each month and include a copy of the prisoner's Medical Administration Record for that month;

e. Psychotropic medications shall be used only in accordance with accepted professional judgment and standards, in particular, that medication is not used in lieu of less intrusive therapies, for the convenience of staff or as punishment, or as a substitute for adequate staff;

f. Prisoners who are being treated with psychotropic medications shall be seen regularly by a psychiatrist to monitor responses and potential reactions to those medications, and provide treatment where appropriate. This shall occur at least every month but more frequently for those in crisis, acute settings, or undergoing medication adjustments. Defendant shall ensure that changes to a prisoner's psychotropic medications are clinically justified and documented in the prisoner's medical record; and,

g. Prisoners diagnosed with SMI and refusing to take medication shall not be discharged from the mental health caseload, but instead shall be monitored and counseled on the benefits of medication.

12. Housing and Isolation. Defendant shall adopt and fully implement new policies, procedures, and training curricula concerning the housing of prisoners with SMI; the use of isolation/segregation on prisoners with SMI; and the adequate provision of mental health services in isolation/segregation units. These remedial measures shall ensure that:

a. Housing options for prisoners with SMI include general population, a mental health unit, and a step-down unit for prisoners with SMI that is similar to a general population unit in which prisoners are out of their cells during the day by default;

b. Isolation is not used as an alternative to the provision of adequate mental health care and treatment;

c. All isolation decisions for prisoners with SMI include the input of a Qualified Mental Health Professional who has conducted a face-to-face evaluation of the prisoner in a confidential setting, is familiar with the details of the prisoner's available clinical history, and has considered the prisoner's mental health needs and history;

d. Isolation is presumed to be contraindicated for all prisoners with SMI;

e. Prior to placement in any form of isolation, all prisoners are screened by a Qualified Mental Health Professional to determine:

(1) whether the prisoner has SMI, and

(2) whether there are any other acute mental health contraindications to isolation;

f. If a Qualified Mental Health Professional finds that a prisoner has SMI or other acute mental health contraindications to isolation, that prisoner is not to be placed in isolation absent extraordinary and exceptional circumstances;

g. Prisoners who are placed in a secure mental health unit or a step-down unit receive a minimum of one individual or group therapy session per week and other adequate treatment as described in this Agreement, including adequate opportunities for unstructured activities;

h. Any determination to keep a prisoner with SMI in isolation is documented in writing and includes the reasons for the determination;

i. Prisoners with SMI who are not diverted or removed from isolation are offered a heightened level of care that includes the following:

(1) One to two hours of out-of-cell sessions of structured individual or group therapeutic treatment and programming each day, with each session lasting a minimum of one hour, or longer if determined by a Qualified Mental Health Professional, for a total of at least 10 hours of out-of-cell structured time each week;

(2) At least two hours of unstructured out-of-cell recreation with other prisoners each day, including exercise, dining, and other leisure activities that provide opportunities for socializing, but excluding showers, for a total of at least 14 hours of out-of-cell unstructured time each week; and

(3) Qualified Mental Health Professionals conduct rounds at least daily to assess the mental health status of all prisoners in isolation and the effect of isolation

on each prisoner's mental health to determine whether continued placement in isolation is appropriate. On weekends and holidays, Qualified Nursing Staff may conduct daily rounds to assess mental health status, as indicated above, as long as the Nursing Staff have mental health telephonic back-up and the ability to get a face-to-face mental health evaluation either by an on-call Mental Health Staff coming in or by sending the prisoner out for an immediate evaluation and treatment (e.g., to an emergency room);

(4) All out-of-cell time is documented, indicating the type and duration of activity; and

(5) Rounds are not a substitute for treatment and are documented.

j. Prisoners with SMI are not placed in isolation for more than 24 hours without the written approval of the Jail Administrator or designee, and Director of Mental Health Services.

k. If a prisoner in isolation decompensates or develops symptoms of SMI where such symptoms had not previously been identified, the prisoner will be immediately removed from such confinement and referred for appropriate assessment and treatment.

l. If a prisoner with SMI in isolation suffers a deterioration in his or her mental health, decompensates, engages in self-harm, or develops a heightened risk of suicide, that prisoner will be immediately referred for appropriate assessment, including a determination of whether isolation is causing or contributing to the decompensation, and for treatment.

m. Prisoners will not be placed into long-term isolation, and prisoners currently subject to long-term isolation will be immediately removed from such confinement and referred for adequate assessment and treatment.

n. Document the placement and removal of all prisoners to and from isolation.

13. Collaboration between Mental Health and Security Staff. Defendant shall adopt and fully implement new policies, procedures, and training curricula that ensure an adequate level of collaboration between Mental Health and Security Staff. These remedial measures shall, in part, require that all correctional staff providing security for prisoners with SMI receive documented training regarding security and supervision issues specific to prisoners with mental illness, including:

a. Use of force on prisoners with mental illness;

b. Pill call procedures to prevent prisoners with SMI, prisoners on the mental health units, and prisoners with mental illness in segregation units from hoarding or hiding pills;

c. Signs of mental illness and indices of when referrals should be made to Mental Health Staff; and

d. Proper procedures in instances in which one prisoner threatens to harm another with whom he/she is being placed in a suicide watch cell or a cell in a mental health unit.

14. Disciplinary Action. Defendant shall adopt and fully implement new policies, procedures, and training curricula concerning disciplinary actions. These remedial measures shall ensure that:

a. The designated Jail official responsible for prisoner disciplinary hearings has a roster of the mental health caseload listing the prisoners currently receiving mental health care;

b. Disciplinary charges against prisoners with mental illness are reviewed by a Qualified Mental Health Professional prior to imposition of *any* sanctions on the prisoner;

c. Prior history of decompensation in isolation or segregated housing/lock-down is considered a contraindication to placement in such confinement for disciplinary reasons;

d. Whenever Jail officials consider placing a prisoner on the mental health roster in isolation or segregated housing/lock-down for disciplinary reasons, a Qualified Mental Health Professional reviews the disciplinary charges against the prisoner to determine the extent to which the charge is related to SMI. The Qualified Mental Health Professional will make recommendations to correctional staff as to:

(1) whether the prisoner's mental illness should be considered as a mitigating factor because it played a significant role in causing the disciplinary infraction; and

(2) whether placing the prisoner in isolation and/or lock-down would adversely affect the prisoner's mental health;

e. Whenever a prisoner with SMI is the subject of a disciplinary hearing or process is, a member of the Mental Health Staff participates in the hearing or process, the hearing officer documents the participation of Mental Health Staff member, and the hearing officer considers the recommendation of the Mental Health Staff member, including treatment alternatives. If actions deviate from the Mental Health Staff recommendation, the hearing officer must document reasons for those actions;

f. Disciplinary sanctions for prisoners with mental illness are reviewed on a quarterly basis by the Director of Mental Health Services;

g. Prisoners are not subject to discipline for refusing treatment or medications or for engaging in self-injurious behavior or threats of self-injurious behavior;

h. Staff may only use a restraint on a prisoner on the mental health caseload after obtaining written approval from a Qualified Mental Health Professional, absent exigent circumstances, unless used in the course of transporting a prisoner;

i. The use of restraints is adequately monitored;

j. Four and five point restraints, such as restraint chairs, are used only when necessary to protect prisoners or staff from immediate and imminent risks of harm; and

k. The use of four and five point restraints is adequately monitored, and monitoring includes video recording the prisoner for the entire period that any such restraint is being used on him or her and for the period immediately prior to when the prisoner was subjected to the use of the restraint.

15. Suicide Prevention. Defendant shall adopt and fully implement policies, procedures, and training curricula to ensure adequate suicide prevention. The remedial measures shall mandate the following:

a. Progressive levels of supervision of those identified by the Jail staff as at-risk for suicide ("at-risk prisoners") (e.g., constant direct supervisions, 15 minute checks, 30 minute checks);

b. Documentation by officers of their checks on at-risk prisoners;

c. The safe housing and supervision of prisoners based on the acuity of their mental health needs;

d. The removal of suicide hazards from all areas housing at-risk prisoners;

e. The housing of at-risk prisoners in close proximity to staff who can hear and/or see them. To every extent possible, the isolation of at-risk prisoners should be avoided, and except where the prisoner is actively engaging in self-destructive behavior, the Jail shall ensure that suicidal prisoners are not denied routine privileges such as showers, visits, telephone calls, and recreation;

f. The availability of cut-down tools to all Jail staff who may be first responders to suicide attempts;

g. The availability of emergency response equipment stored in emergency response bags located in close proximity to the Jail's housing units. Equipment shall include a first aid kit, a CPR mask or Ambu bag, and an emergency rescue tool. Defendant shall train all Security and Medical Staff on the location(s) of emergency response bags in the vicinity of their work areas, and on how to use the emergency response equipment;

h. An adequate self-harm screening instrument that includes adequate screening factors and assessment triggers;

i. A risk management system, which shall be part of the overall quality assurance system, for identifying levels of risk for suicide and self-injurious behavior that requires intervention in an adequate and timely manner to prevent or minimize harm to prisoners. The system shall include the following processes:

(1) Incident reporting, data collection, and data aggregation to capture sufficient information to formulate reliable risk assessment at the individual and system levels regarding prisoners with mental illness and developmental disabilities:

i. Incidents involving weapons, self-harm, use of force, suicide, suicide attempts, or prisoner-on-prisoner assaults shall be tracked and analyzed by the Jail on a quarterly basis.

ii. All such incidents shall be reviewed as part of a regularly scheduled suicide prevention committee composed of Security, Nursing, Medical Staff, and Qualified Mental Health Staff. The Jail shall develop a corrective action plan where appropriate, and the Jail's response shall be clearly documented.

(2) Identification of at-risk prisoners in need of clinical or interdisciplinary review or treatment.

(3) Identification of situations involving at-risk prisoners that require review by a interdisciplinary team and/or systemic review.

(4) A hierarchy of interventions that corresponds to levels of risk.

(5) Mechanisms to notify multidisciplinary teams and the risk management system of the efficacy of interventions.

(6) Development and implementation of interventions that adequately respond appropriately to trends.

j. Criteria and procedures for designating a prisoner as at-risk of suicide that ensure prisoners are identified in a timely manner (within four hours of admission, or sooner if clinically indicated), and that confidential assessments are documented appropriately;

k. An evaluation by a psychiatrist within 24 hours of being identified by staff as at-risk for suicide or requiring crisis level care;

l. The development and implementation of an adequate step-down level of observation whereby prisoners, upon evaluation and determination by a Qualified Mental Health Professional, may, where clinically appropriate, be released gradually from more restrictive levels of supervision to less restrictive levels for an appropriate period of time prior to their discharge from suicide precautions. Step-down placements should continue to be suicide-resistant and located in such a way as to provide full visibility to staff. The Jail shall ensure that prisoners are placed on a level of observation that is not unduly restrictive;

m. Adequate out-of-cell time, including clinically appropriate structured and unstructured activities, for all at-risk prisoners;

n. Daily and meaningful interactions with a Qualified Mental Health Staff for each at-risk prisoners; and

o. Timely and adequate follow-up assessment and care for each prisoner discharged from the Jail's suicide precaution list. Specifically, each such prisoner shall receive follow-up within four hours of discharge and every day for five days following

discharge, in accordance with a treatment plan developed by a Qualified Mental Health Professional.

16. Morbidity/Mortality Reviews. Defendant shall adopt and fully implement new policies, procedures, and training curricula ensuring that an adequate interdisciplinary review of any suicide, serious suicide attempt or other sentinel event occurs within 60 days of the incident. These remedial measures shall require that Morbidity/Mortality Reviews include a corrective action plan with timetables for completion.

17. Discharge Planning. Defendant shall adopt and fully implement new policies, procedures, and training curricula ensuring that prisoners with mental illness are provided adequate discharge planning, including a sufficient amount of prescribed medications to make it to their next appointment and appropriate referrals to community mental health services. These remedial measures shall require Jail staff to develop relationships with and solicit input from community mental health organizations and providers regarding prisoners' mental health needs in the Jail and upon discharge from the Jail.

18. Confidentiality. Defendant shall adopt and fully implement new policies, procedures, and training curricula ensuring that discussion of patient information and clinical encounters are conducted confidentially, with adequate sound privacy, and in a manner designed to encourage the subsequent use of health services. These remedial measures shall ensure the confidentiality of all mental health assessments. Also, they shall ensure that correctional staff is not present during clinical encounters, unless the prisoner poses a probable risk to the safety of staff.

19. Health Records. Defendant shall adopt and fully implement new policies, procedures, and training curricula concerning health records. These remedial measures shall include measures to ensure that:

    a. The Jail maintains complete, legible, confidential, and well-organized mental health records as part of the medical records at the Jail, separate from the prisoner record;

    b. Access to individual prisoner mental health records is restricted to medical and mental health personnel, and mental health information is shared with jail officers only when the Medical or Mental Health Staff believes it necessary;

    c. Jail staff does not divulge prisoner mental health information to other prisoners.

20. Collection of Data and a Quality Assurance Plan. Defendant shall adopt and implement new policies, procedures, and training curricula to ensure adequate quality assurance at the Jail for mental health services. These remedial measures shall include measures to ensure that sufficient information is collected to assess whether staff members have complied with policy; whether corrective action is necessary, including training or discipline; the effectiveness of policies; and whether conditions at the Jail comply with the goal of providing adequate mental health services. These remedial measures also shall require Defendant to develop and implement an adequate quality assurance plan for assessing the quality of mental health services as well as for assessing compliance with the terms of this Agreement. The quality assurance plan shall include the following:

a. Creation of a multi-disciplinary review committee (including the Medical and Nursing Directors, one or more members of the Psychiatry Staff, the Director of Mental Health Services, and a Security Staff designee);

b. A documented review of a representative sample of charts of those receiving mental health treatment on a quarterly basis, provide feedback to Mental Health Staff, and refer staff for appropriate training;

c. Periodic review of screening, assessments, use of psychotropic medications, and emergency room visits and hospitalizations for prisoners with mental illness;

d. Periodic review of housing of prisoners with mental illness, particularly prisoners with SMI;

e. Periodic review of the use of isolation;

f. Tracking and trending of data on a quarterly basis;

g. Morbidity and mortality reviews with critical analyses of causes or contributing factors, recommendations, and corrective action plans with timelines for completion; and

h. Corrective action plans with timelines for completion to address problems that arise during the implementation of this Agreement and prevent those problems from reoccurring.

21. Periodic Reporting of Data to the Monitor and DOJ for Purposes of Assessing Compliance. Ninety days after the Effective Date, and every six months thereafter until the termination of this Agreement, Defendant shall submit to the Monitor and DOJ a Periodic Mental Health Report containing a representative sampling of charts of those receiving mental health treatment and relevant records concerning outpatient referrals for mental health services, and detailing the number of days all prisoners with SMI are spending in isolation/solitary confinement, data concerning how much time elapses between when prisoners enter the Jail and when they receive mental health screenings and assessments, and whatever other information and outcome measures the Monitor deems necessary for assessing Defendant's progress toward meeting the goal of this subsection of the Agreement – the provision of adequate mental health care to the Jail's prisoners. Excepting the initial submission, The Monitor and DOJ shall, within 60 days of receiving the Periodic Security/Safety Report, assess and report back on whether the Defendant is making substantial progress toward achieving the goal of this subsection. If a review of any given Report indicates that substantial progress has not been made, the Monitor and DOJ shall determine what additional remedial measures need to be adopted and implemented under this Agreement.

22. Monitor And DOJ May Identify Additional Mental Health Related Remedial Measures. Defendant shall adopt and implement any additional remedial measures – including additional policies, procedures, and training curricula – that the Monitor and DOJ identify as necessary to achieve the goal of a reasonably safe and secure environment.

III. REPORTING REQUIREMENTS AND RIGHT OF ACCESS

1. Defendant shall submit semi-annual compliance reports to the Monitor and DOJ, the first of which shall be submitted 90 days after the Effective Date, and every six months thereafter until the Agreement is terminated. Each compliance report shall consist of the Security/Safety Report, the Desegregation Report, and the Mental Health Report described in the Substantive Provisions (Section II) of this Agreement, and also summarize audits and continuous improvement and quality assurance activities and contain findings and recommendations that would be used to track and trend data compiled at the Jail.

2. Defendant shall promptly notify the Monitor and DOJ upon any sentinel event, including the death or serious suicide attempt of any prisoner. Defendant shall forward to the Monitor and DOJ incident reports and medical and/or mental health reports related to the sentinel event, including autopsies, and/or death summaries of prisoners as well as all final Internal Affairs Division investigations reports that involve prisoners.

3. Each compliance report shall describe the actions Defendant has taken during the reporting period to implement this Agreement and shall make specific reference to the Agreement provisions being implemented.

4. Defendant shall maintain sufficient records to document that the requirements of this Agreement are being properly implemented and shall make such records available to DOJ for inspection and copying (e.g., Defendant shall document trainings provided pursuant to this Agreement, and track the training of all staff). In addition, Defendant shall maintain, and provide upon request, all records or other documents to verify that they have taken such actions as described in their compliance reports (e.g., census summaries, policies, procedures, protocols, training materials, investigations, and incident reports).

5. DOJ and its attorneys, consultants, and agents shall have unrestricted access to the Jail, prisoners, staff and documents as reasonably necessary to address issues affected by this Agreement.

6. Within 30 days of receipt of written questions from DOJ concerning Defendant's compliance with the requirements of this Agreement, Defendant shall provide DOJ with written answers and any requested documents.

7. Defendant shall designate a compliance coordinator to oversee compliance with this Agreement and to serve as the point of contact.

IV. MONITORING

1. Monitor Selection. The Parties will jointly select a Monitor to oversee implementation of the Agreement. Should the Parties be unable to agree on the Monitor, each shall recommend no more than two candidates to the Court and the Court will appoint the Monitor from the names submitted by the Parties. Neither Party, nor any employee or agent of either Party, shall have any supervisory authority over the Monitor's activities, reports, findings, or recommendations. The cost for the Monitor's fees and expenses shall be borne by Defendant. The selection of the Monitor shall be conducted solely pursuant to the procedures set forth in this Agreement, and will not be governed by any formal or legal

procurement requirements. The Monitor may be terminated only for good cause, unrelated to the Monitor's findings or recommendations, and only with approval of the Court. Should the Parties agree that the Monitor is not fulfilling his or her duties in accordance with this Agreement, the Parties may move the Court for the Monitor's immediate removal and replacement. One Party may unilaterally move the Court for the Monitor's removal for good cause, and the other Parties will have the opportunity to respond to the petition.

2. Monitor Qualifications. The Monitor and his or her staff shall have experience and education or training related to the subject areas covered in this Agreement.

3. Monitoring Team. The Monitor may hire or consult with such additional qualified staff as necessary to fulfill the duties required by the Agreement ("Monitoring Team"). The Monitor is ultimately responsible for the findings regarding compliance. The Monitoring Team will be subject to all the same access rights and confidentiality limitations as the Monitor. The Parties reserve the right to object for good cause to members of the Monitoring Team. The Court will decide any unresolved objections to members.

4. Monitor Access. The Monitor shall have full and complete access to the Jail, staff, prisoners, all Jail records, and prisoner medical and mental health records. Defendant shall direct all employees to cooperate fully with the Monitor. All non-public information obtained by the Monitor shall be maintained in a confidential manner.

5. Monitor Ex Parte Communications. The Monitor shall be permitted to initiate and receive ex parte communications with all Parties.

6. Limitations on Public Disclosures by the Monitor. Except as required or authorized by the terms of this Agreement or the Parties acting together, the Monitor shall not make any public statements (at a conference or otherwise) or issue findings, except as required under paragraph G, *infra*, with regard to any act or omission of Defendant or its agents, representatives or employees. Any press statement made by the Monitor regarding the monitoring of this Agreement or his or her employment as Monitor must first be approved in writing by all Parties. The Monitor shall not testify in any other litigation or proceeding with regard to any act or omission of Defendant or any of their agents, representatives, or employees related to this Agreement, nor testify regarding any matter or subject that he or she may have learned as a result of his or her performance under this Agreement. Reports issued by the Monitor shall not be admissible against Defendant in any proceeding other than a proceeding related to the enforcement of this Agreement by Defendant or DOJ. Unless such conflict is waived by the Parties, the Monitor shall not accept employment or provide consulting services that would present a conflict of interest with the Monitor's responsibilities under this Agreement. Neither the Monitor nor any person or entity hired or otherwise retained by the Monitor to assist in furthering any provision of this Agreement shall be liable for any claim, lawsuit or demand arising out of the Monitor's performance pursuant to this Agreement. This provision does not apply to any proceeding before a court related to performance of contracts or subcontracts for monitoring this Agreement.

7. Monitor's Reports. The Monitor shall file with the Court, and provide the Parties, reports describing the steps taken by Defendant to implement this Agreement and evaluate the extent to which Defendant has complied with each substantive provision of the Agreement. The Monitor's Reports shall indicate a compliance rating for each provision and provide recommendations for achieving compliance with any provisions not in compliance at the

time of the Report. The Monitor shall issue an initial report four months after the Effective Date, and then every six months thereafter. The reports shall be provided to the Parties in draft form for comment at least two weeks prior to their issuance. These reports shall be written with due regard for the privacy interests of individual prisoners and staff.

8. Compliance Assessments. In the Monitor's report, the Monitor shall evaluate the status of compliance for each relevant provision of the Agreement using the following standards: (1) Substantial Compliance; (2) Partial Compliance, and (3) Non-compliance. To assess compliance, the Monitor shall review a sufficient number of pertinent documents to accurately assess current conditions; interview all necessary staff; and interview a sufficient number of prisoners to accurately assess current conditions. The Monitor shall be responsible for independently verifying representations from Defendant regarding progress toward compliance, and examining supporting documentation, where applicable. Each Monitor's report shall describe the steps taken by each member of the monitoring team to analyze conditions and assess compliance, including documents reviewed and individuals interviewed, and the factual basis for each of the Monitor's findings.

9. Monitor's Budget. Defendant shall provide the Monitor with a budget sufficient to allow the Monitor to carry out the responsibilities described in this Agreement. The Monitor shall pay the members of the Monitoring Team out of this budget.

10. Technical Assistance by the Monitor. The Monitor shall provide Defendant with technical assistance as requested by Defendant. Technical assistance should be reasonable and should not interfere with the Monitor's ability to assess compliance.

V. ENFORCEMENT

1. The Court shall retain jurisdiction over the implementation of this Agreement at the Jail or any other facility used to replace or supplement the jail for all purposes.

2. During the period that the Agreement is in effect, if the Monitor or DOJ determines that Defendant has not made substantial progress in implementing a remedial measure mandated by this Agreement, and such failure constitutes a violation of prisoners' constitutional rights, DOJ may initiate enforcement or contempt proceedings in Court against Defendant for an alleged failure to fulfill an obligation under Section II of this Agreement.

3. Before taking judicial action to initiate contempt or other enforcement proceedings, DOJ shall give Defendant written notice of its intent to initiate such proceedings, and the Parties shall engage in good-faith discussions to resolve the dispute and may petition the Court for a status conference to assist in resolution.

4. Defendant shall have 30 days from the date of such notice to cure the failure (or such additional time as is reasonable due to the nature of the issue and agreed upon by the Parties) and provide the complaining party with sufficient proof of its cure. At the end of the 30-day period (or such additional time as is reasonable due to the nature of the issue and agreed upon by the Parties), in the event that the complaining party determines that the

failure has not been cured, that party may initiate contempt proceedings without further notice. The Parties commit to work in good faith to avoid enforcement actions.

5. In case of an emergency posing an immediate threat to the health or safety of any prisoner or staff member at the Jail, however, DOJ may omit the notice and cure requirements herein and seek enforcement of the Agreement.

VI. CONSTRUCTION, IMPLEMENTATION, AND TERMINATION

1. Defendant shall implement all reforms within their areas of responsibility, as designated within the provisions of this Agreement that are necessary to effectuate this Agreement. The implementation of this Agreement will begin immediately upon the Effective Date.
2. Except where otherwise agreed to under a specific provision of this Agreement, Defendant shall implement all provisions of this Agreement within 180 days of the Effective Date.
3. This Agreement shall terminate after the Monitor and DOJ finds that Defendant maintained sustained substantial compliance of each and every provision for a period of 12 months. Non-compliance with mere technicalities, or temporary failure to comply during a period of otherwise sustained compliance, will not constitute failure to maintain substantial compliance. Temporary compliance during a period of otherwise sustained non-compliance will not constitute substantial compliance.
4. Failure by any Party to enforce this entire Agreement or any provision thereof with respect to any deadline or any other provision herein shall not be construed as a waiver of its right to enforce other deadlines or provisions of this Agreement.
5. If any unforeseen circumstance occurs that causes a failure to timely carry out any requirements of this Agreement, Defendant shall notify DOJ in writing within 20 calendar days after Defendant becomes aware of the unforeseen circumstance and its impact on the Defendant's ability to perform under the Agreement. The notice shall describe the cause of the failure to perform and the measures taken to prevent or minimize the failure. Defendant shall implement all reasonable measures to avoid or minimize any such failure. Notice shall not prevent DOJ from seeking court intervention.
6. This Agreement constitutes the entire integrated Agreement of the Parties, as it relates to protection from harm, housing of prisoners by race, mental health care, and suicide prevention. With the exception of DOJ's Findings Letter, no prior or contemporaneous communications, oral or written, will be relevant or admissible for purposes of determining the meaning of any provisions herein in this litigation or in any other proceeding.
7. The Agreement shall be applicable to, and binding upon, all Parties, their officers, agents, employees, assigns, and their successors in office.
8. Each Party shall bear the cost of its fees and expenses incurred in connection with this cause.
9. If any provision of this Agreement is declared invalid for any reason by a court of competent jurisdiction, said finding shall not affect the remaining provisions of this Agreement.

FOR THE UNITED STATES:

PAMELA COTHRAN MARSH
United States Attorney

JOCELYN SAMUELS
Acting Assistant Attorney General
Civil Rights Division

By: _____

ROB DAVIS
First Assistant U.S. Attorney
Northern District of Florida

_____

ROY L. AUSTIN, JR.
Deputy Assistant Attorney General
Civil Rights Division

_____

JONATHAN M. SMITH
Chief
Special Litigation Section

_____

JULIE ABBATE
Deputy Chief
Special Litigation Section

_____

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Civil Rights Division
Special Litigation Section
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FOR THE DEFENDANT:

So ORDERED this _____ day of _____, 2013

_____
United States District Court Judge

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson
District One

Gene M. Valentino
District Two

Lumon May
District Three

Grover C. Robinson, IV
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June 21, 2013

David Deutsch
Senior Trial Attorney
Special Litigation Section, Civil Rights Division
United States Department of Justice
601 D St., NW, Room 5630
Washington, DC 20004

Via Email and U.S. Mail

Re: Your Letter Dated May 2013

Dear Mr. Deutsch:

This letter is sent on behalf of the Escambia County Board of County Commissioners and the purpose is two-fold. First, the Board wishes to address the Department of Justice's findings related to operations at the Escambia County jail set forth in the letter sent to us in May 2013. While the Board of County Commissioners was not the entity operating the jail during the period of the Department's investigation, the Board does not intend to contest the findings presented in the letter and will work with the Department to ensure a plan is established to achieve a jail that is a constitutionally run facility. We understand that some of the deficiencies outlined in the letter are already being addressed by the Escambia County Sheriff, but agree that issues regarding mental health services and the inmate to correctional officer ratio are unresolved. In order to reach a solution to the staffing to inmate ratio, it is anticipated that the Board will present a multi-year tiered plan that addresses decreasing the inmate population while also increasing staffing appropriately in order to achieve a ratio that is acceptable to the Department. The Board hopes to engage in a cooperative effort with the Department to assemble this plan.

The second purpose of this letter is to request additional time for the response to the Department. Be aware that the Board of County Commissioners voted on June 20, 2013 to take over jail operations effective October 1, 2013. Additionally, we hold our annual budget workshops in July. As such, the Board will need additional time to review the situation and evaluate the relevant factors necessary to put together its plan and response. Therefore, we are requesting additional time to prepare and provide a response to you and ask that you please provide us with a reasonable amount of time to do that. Note that the County will coordinate with the Sheriff on what portions of the

response he intends to provide so we do not duplicate efforts or ignore necessary portions of the response.

Additionally, please accept our invitation to come to Escambia County to help us engage the stakeholders in helping us devise a plan to help reduce our inmate population. We believe you could play a vital role in conveying the gravity of the situation and the need for teamwork in accomplishing our goals.

Let me reiterate that we understand the need to move forward with a solution to the problems outlined in your letter and we intend to move as quickly as possible toward operating a constitutionally compliant jail facility in Escambia County, Florida. Please contact our County Attorney, Alison Rogers, with any questions or concerns at (850)595-4970.

Sincerely,

Gene M. Valentino,
Chairman of the Escambia County
Board of County Commissioners

GMV:AP/ds

cc: Sheriff David Morgan
Gerald E. Champagne, General Counsel, Escambia County Sheriff's Office

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5524 **County Attorney's Report 9. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 01/02/2014
Issue: Request of Chumuckla Hunting Club Regarding Property in Santa Rosa County (NOLF-X)
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Request of Chumuckla Hunting Club Regarding Property in Santa Rosa County (NOLF-X)

That the Board consider the request of the Chumuckla Hunting Club to continue to hunt on approximately 601 acres in Santa Rosa County.

BACKGROUND:

The County completed closing on the purchase of approximately 601 acres (NOLF-X parcel) from RMS Timberlands, LLC on December 20, 2013. The NOLF-X parcel was part of 7,103 acres that RMS Timberlands, LLC had licensed to Chumuckla Hunting Club pursuant to an Outdoor Recreational Activity License Agreement. In accordance with the terms of the License Agreement, the Chumuckla Hunting Club's right to hunt on the NOLF-X parcel ended when the County purchased it. However, the County's purchase does not affect the Chumuckla Hunting Club's right to hunt on the remaining 6,500 acres described in the License Agreement. The Chumuckla Hunting Club has requested that the County allow it to continue to hunt on the NOLF-X parcel through the remainder of hunting season. Hunting season ends on February 23, 2014 (general gun season) and March 2, 2014 (muzzle loader, crossbow or bow).

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

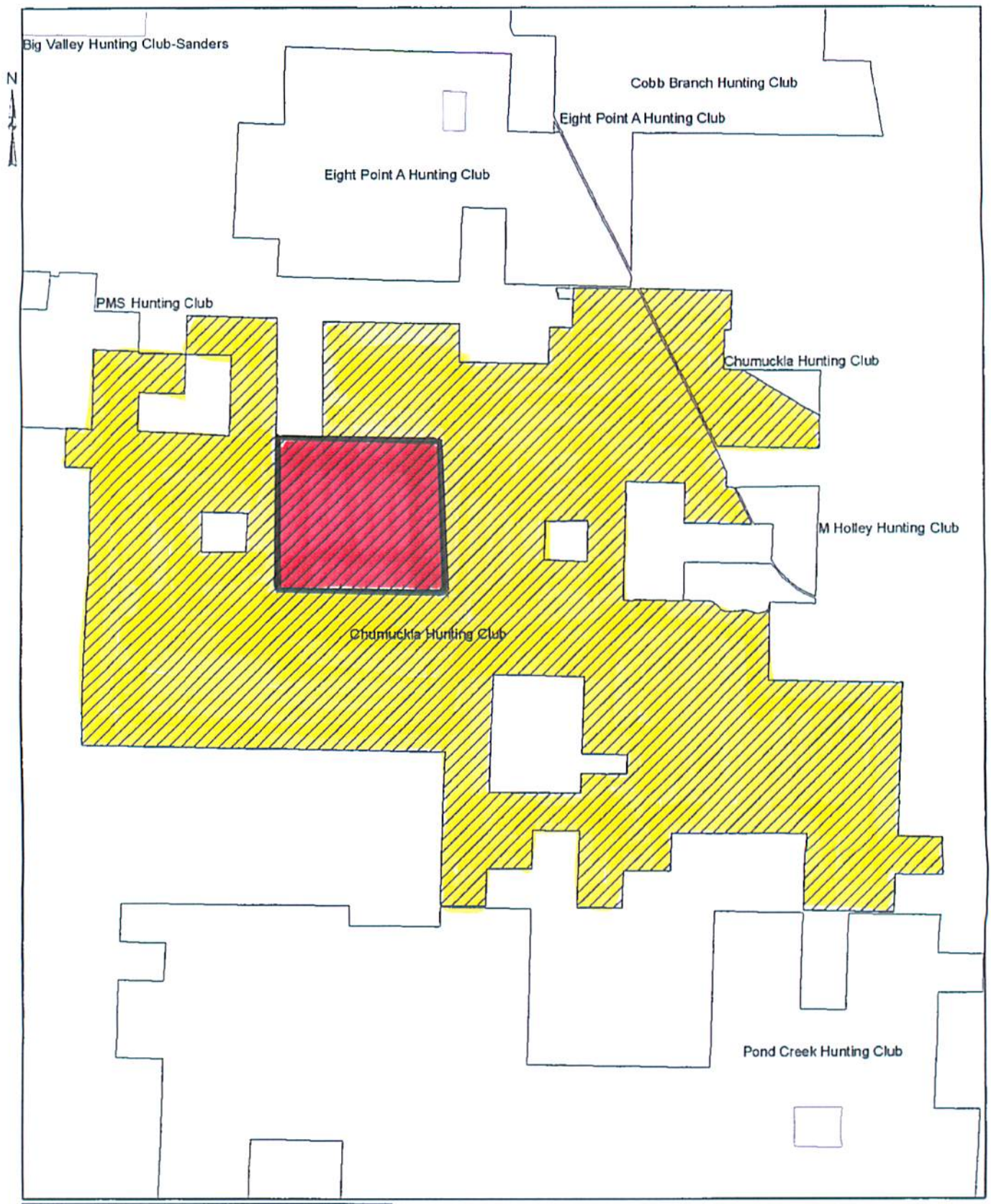
N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Chumuckla Hunting Club License



Location	BM10000000129
Contract #	FL-113-048-I
Lease	Chumuckla Hunting Club
Acres	7102 7031
	Leased Area

1:1,000,000

This map is not warranted for completeness or accuracy

1,800 0 1,800 3,600 5,400 Feet

RMS
Resource Management Service, LLC



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5479 **County Attorney's Report 9. 1.**
BCC Regular Meeting **Information**
Meeting Date: 01/02/2014
Issue: Relax Hospitality, LLC, and ADX Communications of Escambia, LLC, v. Escambia County, acting by and through its Board of Adjustment and CEJ South, Inc.
From: Kristin Hual, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Opinion in the Matter of Relax Hospitality, LLC, et al., v. Escambia County, et al., Granting Petitioners' Writ of Certiorari

That the Board accept, for filing with the Board's minutes, the attached Opinion in the matter of *Relax Hospitality, LLC, and ADX Communications of Escambia, LLC, v. Escambia County, acting by and through its Board of Adjustment, and CEJ South, Inc.,* filed December 2, 2013, in the Circuit Court of the First Judicial Circuit of Escambia County, Florida, granting Petitioners' Writ of Certiorari.

BACKGROUND:

On March 12, 2012, Respondent, CEJ South, Inc., filed an administrative appeal with the Board of Adjustment (BOA) seeking review of staff's administrative decision relating to a change of use permit for property located at 7253 Plantation Road. The permit was requested to allow the operation of a funeral home with crematory on a site where a restaurant was previously located. Staff's denial of the permit was based upon the Planning Board's prior interpretation of the relevant LDC provisions wherein the Planning Board concluded that a funeral home with a crematory was not a "permitted use" within the relevant zoning classification. On appeal, the BOA granted CEJ's administrative appeal after concluding that staff's denial of the permit based upon the interpretation of the Planning Board was arbitrary and capricious.

On May 17, 2012, Petitioners Relax Hospitality, LLC, and ADX Communications of Escambia, LLC (Petitioners), filed a Petition for Writ of Certiorari with the Circuit Court seeking review of the BOA's decision granting CEJ's change of use permit. Petitioners' asserted standing in the subject action as aggrieved parties where each entity owns property in the immediate vicinity of the subject property.

Upon review of the record on appeal, the Circuit Court concluded the Planning Board's interpretation was based upon the clear, unequivocal language of the LDC, and the BOA's decision finding Staff's denial of the permit both arbitrary and capricious was not supported by competent substantial evidence. Thus, the Court granted Petitioners' Petition for Writ of Certiorari, quashed the decision of the BOA, and remanded the matter for further proceedings.

Respondents' have 30 days from the date of the rendition of the Order to file a petition for certiorari with the First District Court of Appeal (DCA). In light of the Court's ruling, it is the recommendation of the County Attorney's Office that the County not request certiorari jurisdiction of the DCA to review the Circuit Court's Order.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Opinion

Recorded in Public Records 12/10/2013 at 09:29 AM OR Book 7111 Page 1429, Instrument #2013093308, Pam Childers Clerk of the Circuit Court Escambia County, FL

IN THE CIRCUIT COURT, FIRST JUDICIAL CIRCUIT, ESCAMBIA COUNTY, FLORIDA

2013 DEC -4 P 3:27

CIRCUIT CIVIL DIVISION
FILED & RECORDED

RELAX HOSPITALITY, LLC, a Florida limited liability company; and ADX COMMUNICATIONS OF ESCAMBIA, LLC, a Florida limited liability company,

Petitioners,

vs. **CASE NO. 2012 CA 001261**

ESCAMBIA COUNTY, acting by and through its BOARD OF ADJUSTMENT; and CEJ SOUTH, INC., a Florida corporation,

Respondents.

Opinion filed December 2, 2013

Jesse W. Rigby, Esquire, Clark, Partington, Hart, Larry, Bond & Stackhouse, 125 West Romana Street, Suite 800, Pensacola, FL 32502 Counsel for Petitioners

Kristin D. Hual, Esquire, Assistant County Attorney, 221 Palafox Place, Suite 430, Pensacola, FL 32502, Counsel for Respondent Escambia County

Kerry Ann Schultz, Esquire, Fountain, Schultz & Associates, PL, 2045 Fountain Professional Court, Ste. A, Navarre, FL 32566, Counsel for C.E.J. South, Inc.

A Petition for Writ of Certiorari was filed May 17, 2012. An Order to Show Cause was issued to Respondents May 31, 2012.

Respondent CNL Funding 2000-A, LP, a Delaware limited partnership, and a contingent seller of the parcel in question to Respondent CEJ South, Inc, a Florida Corporation, filed a Motion to Dismiss docketed June 20, 2012. Petitioners acquiesced to the motion to dismiss in a Response docketed June 25, 2012, and that

motion was granted June 27, 2012.

Respondent Escambia County filed a Response June 26, 2012. Respondent CEJ South filed a Response June 28, 2012. Petitioners' Reply Brief was filed July 2, 2012.

As Petitioners' Reply Brief was not docketed by the clerk until July 18, 2012, and although the Reply Brief does not bear the usual date stamp placed on documents received directly by this office, it likely had been delivered to the office of the undersigned and was not forwarded to the clerk until July 18.

Counsel for Respondent, CEJ, filed a Motion for Case Management Conference docketed November 29, 2012, which was noticed for hearing January 4, 2013. Another such motion was filed July 30, 2013, and noticed for hearing September 27, 2013. The court, on its own motion, has scheduled two additional case management conferences, most recently on November 27, 2013.[1]

For the purposes of this opinion, Petitioners, Relax Inn and ADX Communications of Escambia, LLC, shall hereafter jointly be referred to as Petitioners; while Respondents shall be referred to as either "Escambia County" or "CEJ", respectively. Additionally, the Escambia County Board of Adjustment shall be referred to as the "BOA"; while the Escambia County Land Development

1 The patience of the parties while awaiting issuance of an opinion in this matter is beyond commendable. While the administrative and docket management challenges of the undersigned are among the excuses for the delay in ruling in this case, they are not acceptable, and I apologize to the parties for any adverse impact the delay in ruling may have caused.

Code shall be referred to as the "LDC".

This case has an interesting, convoluted, conflicting procedural history.

CEJ submitted a zoning verification form to the Escambia County Development Services Department to verify the parcel in question was located in a C-2 zoning district. A staff member completed the form and verified the parcel was in zone C-2 and further opined that the parcel could be used as a crematory/funeral home.

When a question was raised regarding the accuracy of the verification, the Development Services Department head determined the proposed use was not permitted in zone C-2. §2.07.01 of the LDC places responsibility on the Planning Board to interpret the LDC. The Department head informed CEJ that an interpretation of the LDC could be requested from the Planning Board.

CEJ requested an interpretation, and the Planning Board Interpretation #2012-01 concluded that a crematory was not a permitted use within zone C-2. CEJ applied for a change of use permit from a restaurant to a funeral home with a crematory. That application was denied by Department staff based upon the Planning Board Interpretation.

CEJ filed an administrative appeal to the BOA pursuant to §§2.04.00 and 2.04.01, LDC. After a lengthy hearing, the BOA concluded the denial of the request to change the use permit base upon the interpretation of the Planning Board

was "arbitrary and capricious".

The Petition for Writ of Certiorari was timely filed from that decision. This court has jurisdiction pursuant to Article V, Section 5(b), Constitution of the State of Florida.

CEJ raises lack of standing of Petitioners in its Response. As that issue was not raised below, it was waived.

The parties agree *Haines City Community Development v. Heggs,* 658 so.2d 530 (Fla. 1995), *DeGroot v. Sheffield,* 95 So.2d 912 (Fla. 1957), and C*ity of Deerfield Beach v. Vaillant,* 419 So.2d 624 (Fla. 1982), establish the relevant standard of review.

At the quasi-judicial administrative appeal hearing, the BOA heard extensive testimony. The issue was complicated by discussion of the fact that two permits for similar projects in zone C-2 had been previously issued without questions being raised regarding the validity of interpretation of the LDC. BOA members engaged in critical debate regarding the Board's responsibility in this matter.

This court has no authority to conduct a *de novo* review and assess the weight of conflicting evidence presented to the BOA and has no desire to do so. *Dusseau v. Metropolitan Dade County Bd. County Com'rs,* 794 So.2d 1270 (Fla. 2001).

The parties disagree on where the focus of the review should be placed by this court.

This court declines to accept the suggestion of Respondents, Escambia County and CEJ, justifying the decision of the BOA. To do so would require this court to ignore the specific provisions of the LDC which have been lawfully adopted by the responsible legislative body, the Escambia County Commission. The conundrum facing the BOA, while understandable, is not supported by law.

Regardless of the apparent inconsistent, previous interpretations of the LDC by Developmental Services Department staff in the past, the interpretation of the Planning Board at issue in this case was based upon the clear, unequivocal language of the LDC. The LDC expressly lists or incorporates crematories by reference in other zoning classifications as either a permitted use or as a conditional use. The Petition contains a detailed analysis of the progression of permitted and conditional uses for crematories, funeral homes, and mortuaries in the LDC zoning classifications and the varied licensing options for such facilities under Ch. 497, Fla. Stat. The LDC neither lists nor incorporates crematories in the C-2 zoning classification. Thus, it is not necessary to apply the inverse of the basic concept of statutory construction of "*expressio unius est exclusio alterius*". The language in the LDC is clear and unequivocal as conceded by Respondent, Escambia County.

As a consequence, the matters heard by the BOA did not rise to the level of

competent, substantial evidence sufficient to sustain the finding that the denial of the request for change of use based upon the Planning Board's interpretation of the LDC was "arbitrary and capricious".

While it appears the BOA members thought the LDC should be interpreted to include crematories as a permitted or conditional use, that is an issue for the Escambia County Commission to resolve should they choose to amend the LDC. Petitioners suggest other alternatives such as an administrative application for a vested rights committee determination pursuant to §2.11.00, LDC, and there may be others. It is not within the purview of this court to either suggest or determine what alternatives should be pursued in this matter.

Accordingly, the Petition for Writ of Certiorari is granted, and the decision of the BOA is quashed. This matter is remanded for further proceedings consistent herewith.

Terry D. Terrell
Circuit Judge

A copy of this opinion was e-mailed to each attorney December 2, 2013.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5512 **County Attorney's Report 9. 2.**
BCC Regular Meeting **Information**
Meeting Date: 01/02/2014
Issue: Florida Department of Juvenile Justice's Reconciliation of Shared Detention Costs with Escambia County for FY 2012-2013
From: Charles Peppler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida Department of Juvenile Justice's Reconciliation of Shared Detention Costs with Escambia County for FY 2012-2013.

That the Board accept the following information:

The Department of Juvenile Justice, pursuant to the county cost-share provisions of Section 985.686, Florida Statutes, by which Escambia County is responsible for pre-disposition secure detention costs, issued a letter dated November 27, 2013 with the reconciliation of shared detention costs for FY 2012-2013 which was then revised with a final reconciliation spreadsheet on December 3, 2013. Escambia County is due a credit of $1,721,217.83. The Department of Juvenile Justice has refused to honor the credit alleging that it has no budgeted funds to apply the credit to future payments owed to the Department of Juvenile Justice for FY 2013-2014.

Under the terms of the final reconciliation, an appeal with the Department of Administrative Hearings would have been due no later than December 18, 2013. At the request of the Legislature and Florida Association of Counties, the Florida Department of Juvenile Justice issued a letter dated December 12, 2013 which postponed appeal rights until the 2014 Florida Legislature has met and determined whether or not to fund the credits owed the counties. As an inducement for the counties to forestall an appeal, the DJJ through its Chief of Staff has included this language in the December 12, 2013 letter: "All rights and remedies for the counties originating from the FY 12-13 reconciliations are preserved, and not waived, between now and the date of final agency action stated herein." With this letter in hand, the County can take a wait and see approach while the legislature is in session for 2014 to determine whether it will appropriate monies to fund the credits.

The December 12th DJJ letter has been discussed with Amy Lovoy, Director, Department of Management & Budget Services, and she concurs with postponing an appeal with the Division of Administrative Hearings until such time as the Florida Legislature has determined whether or not to fund the County's credit. In recent telephone conferences with several county attorneys and retained attorneys representing counties affected by the FY 2012-13 reconciliation, a consensus was reached that the counties will preserve all rights and remedies with the DJJ December 12th letter and that the counties should await financial assistance from the legislature

during the 2014 session before taking legal action.

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