

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

CHAMBER RULES

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

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA

Board of County Commissioners

Regular Meeting – March 6, 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 Valentino.
3. Pledge of Allegiance to the Flag.
4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.

6. Proclamations.

Recommendation: That the Board adopt the following four Proclamations:

A. The Proclamation commending and congratulating David Farris on his selection as the "Employee of the Month" for March 2014;

B. The Proclamation, in recognition of the removal of the greatest number of non-native, invasive lionfish, congratulating Captain Andy Ross and Niuhi Dive Charters for removing 156 non-native, invasive lionfish from the Gulf of Mexico reefs;

C. The Proclamation commending the leaders and congregation of Macedonia Baptist Church of Pensacola, Florida, for their dedication to providing religious and civic service to the Pensacola community and congratulating the church on its 100th Anniversary; and

D. The Proclamation congratulating Tyler Day on his retirement and thanking him for his contribution to the artistic development of our community and for leading Ballet Pensacola to national recognition.

(THE PROCLAMATION FOR TYLER DAY WILL BE DISTRIBUTED UNDER SEPARATE COVER.)

7. Written Communication:

- A. January 23, 2014, communication from Ann O. Mitchell, Sole Proprietor Jabulisa Properties, LLC, requesting the Board forgive the fines relative to a Code Enforcement Lien attached to property located at 8819 Burning Tree Road.

Recommendation: That the Board review and consider lien relief request made by Ann O. Mitchell against property located at 8819 Burning Tree Road.

On June 18, 2009, the Board amended the “Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens” Policy, Section III, H2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board’s policy.

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

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

- B. January 24, 2014, communication from Michael D. Tidwell, Attorney At Law, representing R. Douglas Permenter, requesting the Board provide a partial lien relief for a Code Enforcement Lien attached to property located at 1700 Cedar Point Road.

Recommendation: That the Board review and consider lien relief request made by Michael D. Tidwell against property located at 1700 Cedar Point Road.

On June 18, 2009, the Board amended the “Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens” Policy, Section III, H2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board’s policy.

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

Mr. Tidwell has no other recourse but to appeal before the Board under Written Communication.

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
Ernie Lee Magaha Government Building, Suite 130

I. Consent Agenda

1. Recommendation Concerning Acceptance of January 2014 Investment Report

That the Board accept, for filing with the Board's Minutes, the *Investment Portfolio Summary Report* for the month ended January 31, 2014, as required by Ordinance Number 95-13; on January 31, 2014, the portfolio market value was \$246,296,608 and portfolio earnings totaled \$445,668 for the month and \$1,015,599 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 0.02%; the long-term CORE portfolio achieved a total return of 0.44%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.43%.

2. Recommendation Concerning Acceptance of TDT Collections Data

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the December 2013 returns received in the month of January 2014, as prepared by the Finance Department of the Clerk of Court and Comptroller's Office: this is the fourth month of collections for the Fiscal Year 2013-2014; total collections for the December 2013 returns was \$307,066.23; this is a 11.19% increase over the December 2012 returns; total collections year to date are .16% more than the comparable time frame in Fiscal Year 2012-2013.

3. Recommendation Concerning Disposition of Records

That the Board approve Records Disposition Document No. 554, for disposition of Board of County Commissioners' Records, Item 32a, Minutes: Official Meetings (Transcripts: Microfilmed on Rolls 492 through 494), for the period January 17, 2013, through May 29, 2013, in accordance with State Retention Schedule GS1, since the permanent records have been scanned and/or microfilmed.

4. Recommendation Concerning Acceptance of Documents
Provided by the Escambia County Health Facilities Authority

That the Board accept, for filing with the Board's Minutes, the following documents provided to the Clerk to the Board's Office by Paula G. Drummond, Executive Director, Escambia County Health Facilities Authority:

A. The 2014 Meeting Schedule for the Escambia County Health Facilities Authority, as received in the Clerk to the Board's Office on February 20, 2014; and

B. A copy of the *Escambia County Health Facilities Authority Pensacola, Florida, Financial Statements September 30, 2013 and 2012*, as audited by Saltmarsh, Cleaveland & Gund, Certified Public Accountants and Consultants, and received in the Clerk to the Board's Office on February 21, 2014.

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 February 18, 2014;

B. Approve the Minutes of the Attorney-Client Session held February 18, 2014, at 4:00 p.m.;

C. Approve the Minutes of the Attorney-Client Session held February 18, 2014, at 3:30 p.m.;

D. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held February 18, 2014; and

E. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole (C/W) Workshop held February 13, 2014.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. Recommendation Concerning the Review of the Rezoning Cases heard by the Planning Board on February 4, 2014, January 9, 2012 and March 12, 2012

That the Board take the following action concerning the rezoning cases heard by the Planning Board on February 4, 2014, January 9, 2012 and March 12, 2012:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2014-01, Z-2014-02 and Z-2012-01 or remand the cases back to the Planning Board; and
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. Case No.: Z-2014-01

Address: 400 S Fairfield Dr
Property Reference No.: 20-2S-31-3101-000-003
Property Size: 0.36 (+/-) acres
From: R-1, Single-Family District, Low Density (4 du/acre)
To: R-6, Neighborhood Commercial and Residential District, (cumulative) High Density (25 du/acre)
FLU Category: MU-S, Mixed-Use Suburban
Commissioner District: 1
Requested by: Lisa Sharp, Agent for Hasham Yousef, Owner
Planning Board Approval
Recommendation:
Speakers: Lisa Sharp, Howard Noel

2. Case No.: Z-2014-02

Address: 8400 Cove Ave
Property Reference: 10-1S-30-1101-090-006
Property Size: 1.26 (+/-) acres
From: R-3, One-Family and Two-Family District, (cumulative) Medium Density (10 du/acre)
To: R-5, Urban Residential/Limited Office District, (cumulative) High Density (20 du/acre)
FLU Category: MU-U, Mixed-Use Urban
Commissioner District: 3

Requested by: Wiley C. "Buddy" Page, Agent for Amy Bloodsworth Mims, Owner
Planning Board Approval
Recommendation:
Speakers: Buddy Page, Kathleen Robinson, Trisha Pohlmann

3. Case No.: Z-2012-01

Address: 9869 N Loop Rd
Property Reference: 13-3S-31-7101-000-001 and 14-3S-31-2101-000-000
Property Size: 43.4 (+/-) acres
From: R-R, Rural Residential District (cumulative) Low Density
To: AMU-2, Airfield Mixed Use-2 District (cumulative to AMU-1 only)
FLU Category: MU-S, Mixed-Use Suburban
Commissioner District: 2
Requested by: Jesse W. Rigby, Agent for James Hinson, Jr., Owner
Planning Board Denial
Recommendation:
Speakers: Jesse W. Rigby, John Roberts, Jeff Sauer, Brenda Sauer, James Hinson, Kurt Burge

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 February 4, 2014, January 9, 2012 and March 12, 2012; and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

April 3, 2014

A. 5:45 p.m.-A Public Hearing to amend the official Zoning Map to include the following Rezoning Cases heard by the Planning Board on March 4, 2014.

Case No.: **Z-2013-20**
Address: 12511 Lillian Hwy
Property 02-2S-32-6000-005-002
Reference No.:
Property Size: 3.26 (+/-) acres
From: R-4, Multiple-Family District (cumulative) medium high density (18 du/acre)
To: R-6, Neighborhood Commercial and Residential District (cumulative) high density (25 du/acre)
FLU Category: MU-S, Mixed-Use Suburban
Commissioner 1
District:
Requested by: Jesse W. Rigby, Agent for Bobby Gene and Sally Lynn Reynolds, Owners

Case No.: **Z-2014-03**
Address: End of Stone Blvd
Property 14-1N-31-1001-011-002
Reference No.:
Property Size: 14.67 (+/-) acres
From: ID-CP, Commerce Park, District (cumulative)
To: ID-2, General Industrial District (noncumulative)
FLU Category: MU-S, Mixed-Use Suburban
Commissioner 5
District:
Requested by: Bill Newlon, Agent for Black Gold of Northwest Florida, LLC, Owner

Case No.: **Z-2014-04**
Address: 12501 Lillian Hwy

Property 02-2S-32-6000-002-002
Reference No.:
Property Size: .77 (+/-) acres
From: R-4, Multiple-Family District (cumulative) Medium High
Density (18 du/acre)
To: R-6, Neighborhood Commercial and Residential District
(cumulative) High Density (25 du/acre)
FLU Category: MU-U, Mixed-Use Urban
Commissioner 1
District:
Requested by: Ronald D. Bailey, Trustee for Ronald D. Bailey Trust

Case No.: Z-2014-05
Address: 6841 Kemp Rd
Property 24-1S-30-1600-000-001
Reference No.:
Property Size: 9.38 (+/-) acres
From: R-5, Urban Residential/Limited Office District,
(cumulative) High Density (20 du/acre)
To: C-2, General Commercial and Light Manufacturing
District (cumulative) (25 du/acre)
FLU Category: MU-U, Mixed-Use Urban
Commissioner 3
District:
Requested by: T. Heath Jenkins, Agent for Rodney Sutton, Owner

B. 5:46 p.m. - A Public Hearing - LSA-2014-01 Stone Blvd

C. 5:47 p.m. - A Public Hearing - SSA-2014-01 6841 Kemp Rd

D. 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance
Amending the Escambia County Comprehensive Plan 2030

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Federal Transit Administration Fiscal Year 2014 Annual Certifications and Assurances for Escambia County Area Transit - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Federal Transit Administration (FTA) Fiscal Year 2014 Annual Certifications and Assurances for Escambia County Area Transit (ECAT):

A. Approve and authorize the Chairman to sign the FTA Fiscal Year 2014 Certifications and Assurances for the Federal Transit Administration Assistance Programs;

B. Ratify the County Attorney's signature, dated February 11, 2014, as the Affirmation of Applicant's Attorney on the FTA Fiscal Year 2014 Certifications and Assurances for the Federal Transit Administration Assistance Programs; and

C. Authorize ECAT to file the Certifications and Assurances electronically, as required, using the Federal personal passwords of the Chairman and County Attorney.

In 1998, the FTA instituted the requirement that all Grant applications and Grant Management Reports be submitted electronically via the Transportation Electronic Award and Management (TEAM) System. Additionally, since 1996, the list of Certifications and Assurances must be filed electronically prior to the filing of the Grant application. These Certifications and Assurances provide a basis for all financial, administrative, and accounting Agreements between the FTA and the grantee. Under the current FTA Authorization Act, entitled Moving Ahead for Progress in the 21st Century (MAP-21), Escambia County will receive an approximate \$3,000,000 apportionment in Fiscal Year 2014 Federal Funding for mass transit.

The Chairman and the County Attorney must obtain passwords and PIN codes by contacting Richelle Gosman, Federal Transit Administration (FTA), at (404) 865-5478 or by email at richelle.gosman@dot.gov.

2. Recommendation Concerning the Request for Disposition of Property for Court Administration - Craig Van Brussel, Court Technology Officer

That the Board approve the request for Disposition of Property Form for the Court Administrator's Office, for property that has been listed and described in detail on the spreadsheet provided. The listed items have been determined to be of no further usefulness to the Court; thus, it is requested that they be auctioned as surplus or properly disposed of.

3. Recommendation Concerning a Resolution Supporting Additional Lionfish Control Efforts - Keith Wilkins, Community & Environment Department Director

That the Board adopt and authorize the Chairman to sign a Resolution supporting the development of additional lionfish control efforts and more effective lionfish control measures, and encouraging and requesting the Florida Fish and Wildlife Conservation Commission, Florida Legislature, Gulf of Mexico Fishery Management Council, National Marine Fisheries Service, other state and federal agencies, non-governmental organizations, and volunteer groups to support the development and implementation of lionfish removal and population control measures.

4. Recommendation Concerning the Assignment of Agreement PD 02-03.079, 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 Assignment of Agreement providing for an administrative modification to PD 02-03.079, Professional Services as Governed by Florida Statute 287.055, between Escambia County, Florida, and Gallet & Associates, Inc., changing the name to Terracon Consultants, Inc.

5. Recommendation Concerning a Reappointment to the BID Inspections Fund Advisory Board - Donald R. Mayo, Interim Building Official

That the Board take the following action concerning the reappointment of Thomas Henry, to the BID (Building Inspections Department) Inspections Fund Advisory Board (IFAB):

A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures; and

B. Reappoint, retroactively, Thomas Henry, Thomas Home Corporation, (Construction Industry Trade), for a second three-year term, effective October 1, 2013, through September 30, 2016.

6. Recommendation Concerning an Appointment to the Escambia County
Disability Awareness Committee - Commissioner Steven L. Barry, District 5

That the Board confirm the appointment of Angela McMahan to the Escambia County Disability Awareness Committee, to serve as the District 5 appointee, replacing Teresa H. Langham, who resigned, effective March 6, 2014, and running concurrently with Commissioner Steven L. Barry's term of office, or at his discretion.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Second Amendment of Agreement Relating to Inmate Telephone Services for the Escambia County Jail - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Second Amendment of Agreement Relating to Inmate Telephone Services between Escambia County, Florida, and Centurylink Public Communications, Inc., d/b/a Centurylink, for the Escambia County Jail:

A. Approve the Second Amendment of Agreement with Centurylink Public Communications, Inc., d/b/a Centurylink; and

B. Authorize the Chairman to sign the Agreement.

[Funding: Fund 111, Jail Inmate Commissary Fund, Cost Center 290406]

2. Recommendation Concerning the 2013 Emergency Solutions Grant Agreement with The EscaRosa Coalition on the Homeless, Inc. - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning approval of the Agreement for Emergency Solutions Grant (ESG) 2013 Allocation Administration, Emergency Solutions Grant Program, with The EscaRosa Coalition on the Homeless, Inc. (ECOH):

A. Approve an Agreement between Escambia County and The EscaRosa Coalition on the Homeless, Inc., providing 2013 Emergency Solutions Grant support, in the amount of \$3,074, for administering and coordinating the Homeless Management Information System (HMIS) and associated homeless continuum of care initiatives; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and all related forms or documents as may be required to fully implement the Agreement.

[Funding: Fund 110, Other Grants & Projects Fund, Emergency Solutions Grant (ESG), Cost Center 220561]

3. Recommendation Concerning a Grant Application to the Florida Fish and Wildlife Conservation Commission for a Public Boat Ramp on Perdido Bay - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning a Grant Application to the Florida Fish and Wildlife Conservation Commission (FWC) for a public boat ramp on Perdido Bay:

A. Approve applying for a Florida Boating Improvement Program (FBIP) Grant up to \$150,000, with a 25% match not-to-exceed \$50,000, to the FWC for the design, engineering, and permitting of a new public boat ramp on Perdido Bay, located in the 10800 Block of Lillian Highway;

B. Authorize the Office of Purchasing to solicit for a firm to provide design and engineering services, and to obtain environmental permits, subject to funding by Grant award and/or other sources; and

C. Authorize the County Administrator to sign the Grant Application and any subsequent documents relating to the Grant Application without further Board action.

[Funding: Fund 110, Other Grants & Projects Fund, Cost Center 220807, Vessel Registration Fees, and/or Fund 352, "LOST III," Cost Center 220102, NESD Capital Projects]

4. Recommendation Concerning the Acquisition of Real Property Located on East Olive Road - 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 (totaling approximately 1.49 acres), located on East Olive Road, from Teresa G. Barham:

A. Authorize the purchase of a parcel of real property located in the 2600 Block of East Olive Road (totaling approximately 1.49 acres), from Teresa G. Barham, for the appraised value of \$100,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve and authorize the Chairman or Vice Chairman to sign the Contract for Sale and Purchase for the acquisition of a parcel of real property located in the 2600 Block of East Olive Road (totaling approximately 1.49 acres); and

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

[Funding Source: Fund 352, "LOST III," Account No. 210109/56101/56301, Project No. 10EN0363]

5. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Vacation of Portions of Rawls Avenue and Orange Avenue and Alleyway, on the Board's Own Motion - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the scheduling of a Public Hearing to consider the vacation of portions of Rawls Avenue (approximately 0.16 acres) and Orange Avenue and alleyway (approximately 0.18 acres), on the Board's own motion:

A. Authorize the scheduling of a Public Hearing for April 3, 2014, at 5:31 p.m., to consider the vacation of portions of Rawls Avenue (approximately 0.16 acres) and Orange Avenue and alleyway (approximately 0.18 acres), on the Board's own motion; and

B. Authorize the expenditure of funds for all costs associated with this vacation.

[Funding Source: Fund 352, "LOST III," Accounts 210107/56101/56301, Project No. 08EN0313]

6. Recommendation Concerning Supplemental Budget Amendment #103 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #103, Other Grants and Projects Fund (110) in the amount of \$454,455, to recognize prior year funds from the Density Reduction Grant - Area "A" that was not rolled over into this year's Budget, and to appropriate these funds into the correct Cost Center for Fiscal Year 2013/2014.

7. Recommendation Concerning Supplemental Budget Amendment #107 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #107, General Fund (001) in the amount of \$4,515, to recognize reimbursements from the firing range, and to appropriate these funds back into the Sheriff's Budget for law enforcement activities in Escambia County.

8. Recommendation Concerning Commissary Services for the Road Prison - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off of the County of Watauga, North Carolina, Service Agreement, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and award a Purchase Order, in the amount of \$140,000, to Kimble's Food by Design, for commissary services at the Road Prison, PD 13-14.031, effective March 1, 2014, and renewable for one-year periods, in accordance with the terms and conditions of the Agreement.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 290205, Object Code 55201]

9. Recommendation Concerning the Purchase of ADA Vehicles for Escambia County Area Transit - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off of the State of Florida Department of Transportation Contract #TRIPS-11-CA-TP, 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 13 Champion Cutaway Transit Vehicles for Escambia County Area Transit, in accordance with the specifications, in the amount of \$839,007, to Creative Bus, Inc.

[Funding: Fund 320, FTA Capital Project Fund, Cost Center 320420, Object Code 56401]

10. Recommendation Concerning the Purchase of Vehicles for the Solid Waste Management Department - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off of the Florida Sheriff's Association & Florida Association of Counties, Bid #13-11-0904, Specification #9, 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 Ford F550 4x4 cab and chassis, in accordance with the specifications, to Duval Ford, LLC, d/b/a Duval Ford, in the amount of \$111,310, for the Department of Solid Waste Management.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 56401]

11. Recommendation Concerning an Agreement for Comprehensive Operations Analysis of Escambia County Area Transit PD 13-14.012 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve and authorize the Chairman to sign the Agreement for Comprehensive Operations Analysis, PD 13-14.012, between Escambia County, Florida, and Nelson/Nygaard Consulting Associates, Inc., in an amount not-to-exceed \$150,000, for a Comprehensive Operations Analysis of the routes, schedules, and amenities of Escambia County Area Transit.

[Funding: Fund 320, FTA Capital Projects Fund, Federal Grant, Grant #X804, Cost Center 320417, Object Code 53101]

III. For Discussion

1. Discussion Concerning Community/Feral Cats - Commissioner Grover C. Robinson, IV, District 4

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning the Scheduling of a Public Hearing on March 18, 2014 at 2:01 p.m. to Consider Adoption of an Ordinance Extending the Temporary Moratorium Enacted by Ordinance No. 2013-30 for an Additional Six Months.

That the Board authorize scheduling a Public Hearing on March 18, 2014 at 2:01 p.m. to consider adoption of an ordinance extending the temporary moratorium enacted by Ordinance No. 2013-30 for an additional six months.

2. Recommendation Concerning a Memorandum of Understanding (MOU) Between the Board of County Commissioners of Escambia County, Florida, and the Sheriff of Escambia County for the Escambia County Jail to Accept Bail Bond Agent Registrations on Behalf of the Sheriff.

That the Board approve and authorize the Chairman to execute the MOU that will allow the Escambia County Jail to accept bail bond agent registrations on behalf of the Sheriff.

3. Recommendation Concerning Settlement of a Workers' Compensation Claim Involving Richard Teevan

That the Board approve a washout workers' compensation settlement for former Corrections Officer Richard Teevan in the amount of \$60,000.00, inclusive of attorney's fees and costs. In exchange for this settlement amount, Mr. Teevan will execute a general release and waiver of future employment on behalf of Escambia County.

II. For Discussion

1. Recommendation Concerning the 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.

III. For Information

1. Recommendation Concerning *Okaloosa County, et al. v. Department of Juvenile Justice* (Case No. 1D13-0465).

That the Board accept the attached opinion from the First District Court of Appeal reversing the Final Order of the Department of Juvenile Justice (DJJ) which had reduced the credit of \$811,728.80 given to Escambia County pursuant to the statutory cost-sharing arrangement between DJJ and Escambia County and reinstating the original credit.

10. Items added to the agenda.
11. Announcements.
12. Adjournment.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5734

Proclamations 6.

BCC Regular Meeting

Meeting Date: 03/06/2014

Issue: Adoption of Proclamations

From: Larry Newsom, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board adopt the following four Proclamations:

A. The Proclamation commending and congratulating David Farris on his selection as the "Employee of the Month" for March 2014;

B. The Proclamation, in recognition of the removal of the greatest number of non-native, invasive lionfish, congratulating Captain Andy Ross and Niuhi Dive Charters for removing 156 non-native, invasive lionfish from the Gulf of Mexico reefs;

C. The Proclamation commending the leaders and congregation of Macedonia Baptist Church of Pensacola, Florida, for their dedication to providing religious and civic service to the Pensacola community and congratulating the church on its 100th Anniversary; and

D. The Proclamation congratulating Tyler Day on his retirement and thanking him for his contribution to the artistic development of our community and for leading Ballet Pensacola to national recognition.

(THE PROCLAMATION FOR TYLER DAY WILL BE DISTRIBUTED UNDER SEPARATE COVER.)

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, David Farris, an Emergency Medical Technician (EMT) in the Emergency Medical Services Division of the Public Safety Department, began his employment with the County on September 15, 2003, and is selected for "Employee of the Month" for March 2014, for the standards of excellence that he has displayed in the performance of his duties; and

WHEREAS, as an EMT, Mr. Farris responds to 9-1-1 emergency calls for medical and trauma type emergencies and is responsible for the safe response to the emergency scene and the safe transportation of the patient to the hospital. He also assists family members on the scene if additional care is needed for safely transporting them with their family member; and

WHEREAS, Mr. Farris is a dedicated EMT, who has advanced above standard EMT duties by obtaining training to become certified in Intravenous (IV) Therapy. Since non-certified EMTs cannot administer IV therapy in the State of Florida, this additional knowledge and skill is an invaluable asset to a partner paramedic when caring for a patient in critical condition; and

WHEREAS, Mr. Farris noticed that he and his peers routinely lacked the ability to access medical protocols and other reference materials easily and quickly while on emergency scenes. Gifted with a keen technical ability, he combined both his passion and skill sets to solve this problem by developing and implementing an app that fellow employees can download to their phone or other device for free. And while he is still refining his work, fellow paramedics and EMTs are in awe and genuinely appreciate his significant effort to help them help others; and

WHEREAS, Mr. Farris has received numerous accolades from Baptist, Sacred Heart, and West Florida Hospitals for successfully treating critical cardiac care patients, suffering from severe heart attacks. These patients would not have had a successful outcome without the treatment and safe transportation given by Mr. Farris in such a quick and efficient manner.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates David Farris on his selection as the "Employee of the Month" for March 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: March 6, 2014

PROCLAMATION

WHEREAS, since their first sighting at artificial and natural reefs in the Gulf of Mexico off the Escambia County coast in 2010, the non-native, invasive lionfish have become substantially abundant at Gulf reefs and are now becoming established within the estuarine waters; and

WHEREAS, non-native, invasive species pose a serious threat to naturally-functioning aquatic, estuarine, and marine ecosystems; and

WHEREAS, private citizens are encouraged by Escambia County to assist in the removal of lionfish and other non-native, invasive species whenever possible and safe to do so; and

WHEREAS, Escambia County initiated a Pilot Project to establish incentives for divers to conduct underwater removal of the lionfish in a two-month contest; and

WHEREAS, the greatest number of lionfish removed by a single dive team during the Pilot Project was 156; and

WHEREAS, Captain Andy Ross led the dive team Niuhi Dive Charters and was successful in removing the greatest number of lionfish.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, in recognition of the removal of the greatest number of non-native, invasive lionfish, congratulates Captain Andy Ross and Niuhi Dive Charters for removing 156 non-native, invasive lionfish from the Gulf of Mexico reefs.

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: March 6, 2014

PROCLAMATION

WHEREAS, Macedonia Baptist Church of Pensacola, Florida, is celebrating 100 years of uplifting and spiritually fortifying lives of the citizenry of Pensacola; and

WHEREAS, Macedonia Baptist Church began as an idea in the heart of Mother Lula Farris in 1913 that evolved as an established institution by 1914. Given the name The Long Faith Baptist Church and calling Reverend Holmes as its first pastor, the church was later renamed Macedonia Baptist Church of Pensacola, Florida; and

WHEREAS, Macedonia Baptist Church is an assertive and progressive church which strives for excellence in religion, Christian education, and spiritual guidance of its parishioners and the community. The church has had to cross many rivers and go through many valleys to become the exemplary religious institution that it is today; and

WHEREAS, an inspiring example of an organization that possesses strength of profound determination, Macedonia Baptist Church is the only church in the Pensacola community that can boast of having its existing pastor serve consecutively for 63 years, longer than any other church in the community; and

WHEREAS, through its pastor, the Reverend A.L. Durant, Sr., Macedonia Baptist Church became a member and supporter of the ECDC Precinct 50, held a seat on the PIC Board for Youth Development, and participates in the Annual Martin Luther King Day Parade celebration; and

WHEREAS, for more than 60 years, Macedonia Baptist Church has been a sterling example for religious institutions and has demonstrated its commitment to the Pensacola community through extensive involvement in community affairs. The church has staunchly supported the First West Florida Baptist Center, and Reverend Durant, Sr., has served as Special Assistant to the President of the Florida General Baptist Convention and as the Vice Chairman of the Florida Baptist Convention Board of Directors.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, commends the leaders and congregation of Macedonia Baptist Church of Pensacola, Florida, for their dedication to providing religious and civic service to the Pensacola community and congratulates the church on its 100th Anniversary.

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: March 6, 2014



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5735

Written Communication 7. A.

BCC Regular Meeting

Meeting Date: 03/06/2014

Issue: Environmental (Code) Enforcement Lien Relief – 8819 Burning Tree Road

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

January 23, 2014, communication from Ann O. Mitchell, Sole Proprietor Jabulisa Properties, LLC, requesting the Board forgive the fines relative to a Code Enforcement Lien attached to property located at 8819 Burning Tree Road.

Recommendation: That the Board review and consider lien relief request made by Ann O. Mitchell against property located at 8819 Burning Tree Road.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board's policy.

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

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

BACKGROUND:

Property located at 8819 Burning Tree Road has a code enforcement lien attached. The prior owner, Chad Day, was noticed for code violations and failed to comply forcing the county to take the property before a Special Magistrate. Mr. Day was found to be in violation and an order was issued.

In September of 2013 Mr. Day entered into a sales agreement with Ann O. Mitchell. Ms. Mitchell knew the property located at 8819 Burning Tree Road had an open and active code enforcement order against it at the time of their agreement. The property was brought into compliance by Mr. Day and the fines stopped.

Ms. Mitchell closed on the property on November 27, 2013.

The Office of Environmental Enforcement mailed Ms. Mitchell a "Certification of Cost" order.

She at that time sent our department a letter requesting to contest the Certification of Cost. A hearing date was set for January 7, 2014.

Special Magistrate Robert Beasley heard Mr. and Ms. Mitchell's appeal and reduced the fines from \$25,050.00 to \$15,050.00. The total cost of the lien was reduced from \$26,150.00 to \$16,150.00

Following the Certification of Cost hearing Ms. Mitchell sent a request to appear before the Board for even more of a reduction of lien.

BUDGETARY IMPACT:

The itemized costs shown in the code enforcement for lien:

Cost

A. Administrative Cost: \$1,100.00

B. Daily Fines: \$25,050.00

TOTAL \$26,150.00

Cost After Certification of Cost Hearing

A. Administrative Cost: \$1,100.00

B. Daily Fines: \$15,050.00

TOTAL \$16,150.00

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

8819 Burning Tree Road



Office of Environmental Enforcement



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

Property Address: 8819 Burning Tree Road
Property Owner: Chad R Day
Original Complaint: Overgrowth, trash, debris and deteriorated structure
EE Case #: CE 120200615

02/28/12 Received complaint. Officer observed overgrowth, trash, debris and deteriorated house. Copy of Notice of Violation mailed to listed owner and bank.

03/08/12 Notice of Violation mailed to bank was received.

03/16/12 Reinspection conducted. Violations mailed.

04/13/12 Overgrowth cut other violations remain. Photos taken.

05/17/12 Hearing notice posted on property and mailed certified mail to owner and bank. Notice mailed to list owner returned marked "Vacant/Unable to forward". Bank received their notice.

06/05/12 Hearing held. County awarded court cost in the amount of \$1,100.00. Deadline to comply was 7/06/12 and a \$50.00 per day fine awarded if owner fail to comply. Order mailed to owner and bank both regular and certified mail. Copy of order returned marked "unclaimed".

06/07/12 Copy of Order was mailed to the owner and bank.

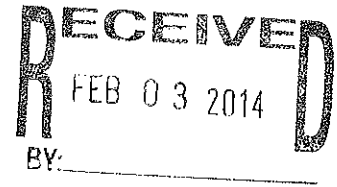
11/19/13 Violations abated by owner.

01/07/14 Certification of Cost Hearing held. Mr. and Mrs. Mitchell were present to contest the cost. Special Magistrate Beasley heard their request and reduced the daily fines from \$25,050.00 to \$15,050.00 making the total lien amount due \$16,150.00.

Lien amount	<u>Cost</u>
Court Cost	\$1,100.00
Daily fines (\$50.00 per day)(was \$25,050)	<u>\$15,050.00</u>
TOTAL (original lien amount \$26,150.00)	\$16,150.00

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

**ANN O. MITCHELL
8806 BURNINGTREE ROAD
PENSACOLA, FLORIDA 32514**



Ms. Sandra Slay
Division Manager
Office of Environmental Enforcement
Escambia County Central Office Complex
3363 West Park Place
Pensacola, FL 32505

January 23, 2014

RE: Appeal to the Commissioners of the Special Magistrate's Order of January 7, 2014

Dear Ms. Slay,

On June 5, 2012 an order was issued to Chad R. Day (the owner at that time of the house located at 8819 Burning Tree Road, Pensacola, Florida), ordering him to make certain repairs to the house and remove Trash and Debris (Case No: CE#12-02-00615). (A copy of the Order of June 5, 2012 is attached hereto as Exhibit "A"), Failure on Mr. Day's part to correct the violation within the time allowed resulted in fine being assessed in the amount of US\$50.00 per day.

It is my understanding that Mr. Day abandoned the house and that it was subsequently foreclosed upon by the Lender and the Federal Home Loan Mortgage Corporation became the owner. By Real Estate Contract dated 17 September 2013, I agreed to purchase the house. Upon becoming aware of the above mentioned Order, I agreed with the owner to increase the purchase price by a sufficient amount so that the owner could undertake the necessary repairs and cleanup to comply with the Order of June 5, 2012. The repairs and cleanup were undertaken in November of this year and the per diem fine of US\$50 ceased as of November 19, 2013(Exhibit "B"). On November 27, 2013, I purchased the house located at 8819 Burning Tree Road in Pensacola.

At closing I was provided with an undated and unsigned Order of the Special Magistrate In and For Escambia County, Florida in the amount of \$26,150. It was my understanding that the fines of this Order may under certain circumstances be abated. I therefore, respectfully requested the abatement of the fines set forth in the above mentioned order.

At a hearing before Special Magistrate Robert O. Beasley on January 7, 2014, the fine was reduced by US\$10,000 to US\$15,050 (See Exhibit "C"). In light of the repairs and cleanup already completed and of the continuing work being undertaken on the house (it is being completely power washed and repainted), I respectfully request the Commissioners to further abate the fines.

At that hearing it was pointed out to the Special Magistrate that the County had the right but not the obligation to make the necessary repairs and cleanup. (Special Magistrate Beasley's Order of 5 June 2012 states in part:

"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** (emphasis added). The Order goes on to say "The reasonable costs of such will be assessed against you and will constitute a lien on the property".

Had the county undertaken the necessary repairs and cleanup at that time, it is suggested that the amount of the lien would at most have been approximately US\$7,500 which was the amount it cost to bring the violation into compliance in November of 2013. .

I therefore respectfully request that at a minimum, the Commissioners reduce the fine in the Special Magistrate's Order of 7 January 2014 from US\$16,050 to US\$7,500. This being the amount of the lien had the county undertaken the necessary repairs in June of 2012. I remain available to answer any questions or provide any additional information.

Sincerely yours,

Ann O. Mitchell

Ann O. Mitchell

Sole Proprietor Jabulisa Properties LLC (Purchaser)

Recorded in Public Records 06/13/2012 at 09:17 AM OR Book 6869 Page 1593,
Instrument #2012046085, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2012046111 06/13/2012 at 09:32 AM
OFF REC BK: 6869 PG: 1629 - 1633 Doc Type: CF-1
RECORDING: \$44.00

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

ESCAMBIA COUNTY, FLORIDA

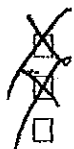
VS.

**CASE NO: CE#12-02-00615
LOCATION: 8819 Burning Tree Road
PR# 061S30-1000-011-019**

**Chad R. Day
8819 Burning Tree Road
Pensacola, Florida 32514**

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/her in
the form of testimony by the Enforcement Officer and the respondent or
representative, MA, 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



☒ 42-196 (a) Nuisance Conditions

☒ 42-196 (b) Trash and Debris

☒ 42-196 (c) Inoperable Vehicle(s); Described _____

☐ 42-196 (d) Overgrowth



Certified to be a true copy
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 Ernie Lee Magaha p.c.
Date 06-13-12

- ☒ 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: Clad R.D.M.
shall have until 7/5/, 2012 to correct the violation and to bring the violation into compliance. Corrective action shall include:

- ☒ 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 \$ 50.06 per day, commencing 7/6, 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 \$ 1,100.00 are awarded in favor of Escambia County as the prevailing party against Clad Day.

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 5th day of June, 2012.



Robert O. Beasley
Special Magistrate
Office of Environmental Enforcement



Office of Environmental Enforcement

3363 W Park Place
Pensacola, Florida 32505
Phone: 850.595-1820
Fax: 850.595-1840
Sandra Slay, Division Manager

December 10, 2013

RR# 91 7199 9991 7032 4502 0368

Ann O Mitchell
8806 Burningtree Road
Pensacola, FL 32514

RE: CE 12-02-00615
8819 Burning Tree Road

Dear PNC Bank National Association:

Effective November 19, 2013, the referenced property was brought into compliance in accordance with Escambia County Code of Ordinances and the Special Magistrates Order of June 05, 2012, that is recorded in the official records Book 6869 Page 1629.

Please be advised that the County will submit the enclosed affidavit and supporting purchasing documents if applicable, to the Special Magistrate and request that the Special Magistrate issue the proposed order unless you request a hearing to address the validity of the costs on or before 20 days from the date of this letter. **If you wish to request a hearing, please submit a written request to the Clerk for the Special Magistrate, Office of Environmental Enforcement, 3363 W Park Place., Pensacola, Florida 32505.**

Sincerely,

A handwritten signature in cursive script that reads "Sandra Slay".

Sandra Slay Division Manager
Office of Environmental Enforcement

Enclosures

SL/jkg

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 12-02-00615
Location: 8819 Burning Tree Road
PR# 061S30-1000-011-019

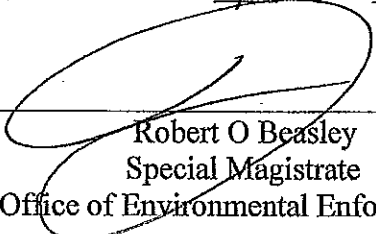
Ann O Mitchell
8806 Burningtree Road
Pensacola, FL 32514

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of June 05, 2012; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash & Debris, 30-203 (n), and (dd). THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated June 12, 2012.

Itemized	Cost
a. Fines \$50.00 per day (7/06/12-11/19/13)	\$25,050.00 15,050.00
b. Court Costs	\$ 1,100.00
c. County Abatement Fees	\$ 0.00
Total:	\$26,150.00 16,150.00

DONE AND ORDERED at Escambia County, Florida on this 7th day of July, 2014.


 Robert O Beasley
 Special Magistrate
 Office of Environmental Enforcement



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5689

Written Communication 7. B.

BCC Regular Meeting

Meeting Date: 03/06/2014

Issue: Environmental (Code) Enforcement Parcel Lien Relief – 1700 Cedar Point Road

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

January 24, 2014, communication from Michael D. Tidwell, Attorney At Law, representing R. Douglas Permenter, requesting the Board provide a partial lien relief for a Code Enforcement Lien attached to property located at 1700 Cedar Point Road.

Recommendation: That the Board review and consider lien relief request made by Michael D. Tidwell against property located at 1700 Cedar Point Road.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board's policy.

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

Mr. Tidwell has no other recourse but to appeal before the Board under Written Communication.

BACKGROUND:

November 22, 2006 The Office of Environmental Enforcement recieved a complaint concerning a vacant deteriorated house, overgrowth, trash, debris and inoperable vehicles. Officer investigated complaint and found violations. A Notice of Violation was mailed both regular and certified mail to owner.

January 8, 2007 the Notice of Violation was returned marked "unclaimed".

A follow up inspection was conducted and the officer observed violations remained. Photos were taken. A title search was requested.

Officer prepared case for court and a Hearing Notice was mailed to owner both regular and certified mail. A copy of the Hearing Notice was posted at property.

April 24, 2007 Special Magistrate Hearing was held. Owner was found to be in violation. County was awarded \$1,100.00 court cost, \$50.00 per day fine if owner failed to abate violation by May 1, 2007. Copy of order was mailed to owner and returned marked "unclaimed".

May 9, 2007 Officer conducted their follow up and found the property to still be in violation and referred the case to county abatement.

February 8, 2008 The Office of Environmental Enforcement mailed the owner a Notice Prior to Demolition letter. Owner received letter but made no contact with this office.

April 18, 2008 Escambia County abated violations.

BUDGETARY IMPACT:

The itemized costs for lien:

Cost

A. Administrative Cost: \$1,100.00

B. Daily Fines: \$17,600.00

C. Abatement Cost: \$4,950.00

TOTAL \$23,650.00

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

230 Washburn Street



Office of Environmental Enforcement



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

Property Address: 230 Washburn Street
Property Owner: Arletha Dolores Brooks, Estate of C/O Raymond Brooks Jr.
Original Complaint: Overgrowth, trash, debris, inoperable vehicles and deteriorated structure
EE Case #: CE 06110432

11/22/06 Received complaint. Officer observed overgrowth, trash, debris, inoperable vehicle and dilapidated house.

12/08/06 Notice of violations mailed both regular and certified mail to owner. Officer posted property with copy of violation notice.

01/08/07 Notice of violation returned marked "unclaimed".

01/17/07 Violations remain. Photos taken.

01/19/07 Title search ordered.

04/10/07 Hearing notice posted on property and mailed certified mail to owner.

04/24/07 Hearing held. County awarded court cost in the amount of \$1,100.00. Deadline to comply was 5/01/07 and a \$50.00 per day fine awarded if owner fail to comply. Order mailed to owner both regular and certified mail. Copy of order returned marked "unclaimed".

05/09/07 Violations remain. Case was referred to county abatement.

02/08/08 Notice Prior to Demolition mailed to owner. Received by owner.

04/18/08 Violations abated by county.

Lien amount	<u>Cost</u>
Court Cost	\$1,100.00
Abatement Cost	\$4,950.00
Daily fines (\$100.00 per day)	<u>\$17,600.00</u>
TOTAL	\$23,650.00

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

MICHAEL D. TIDWELL
ATTORNEY AT LAW

811 N. SPRING STREET

PENSACOLA, FL 32501

PHONE 850-434-3223

FAX 850-434-3822

E-MAIL - MTIDWELL@EMERALDCOASTTITLE.COM

JANUARY 24, 2014

Office of Environmental Enforcement
Attn: Sandra Slay
3363 W. Park Place
Pensacola, FL 32505

RECEIVED
FEB 03 2014
BY: _____

Re: R. Douglas Permenter
1700 Cedar Point Road

Dear Ms. Slay:

I represent R. Douglas Permenter who purchased the referenced property at Tax Deed Sale in November 8, 2013.

Soon after he purchased the property, Doug asked me to Quiet the Title for him on the property so he could improve and market the property. When my title search came in we picked up a Code Enforcement Lien dated April 24, 2007 and recorded in OR Book 6134 Page 1226 of the Public Records.

The defendants in that case were Arletha Brooks Dolores Brooks, Estate of C/O Raymond Brooks, Jr. and covered property located at 230 Washburn St. The mailing address as shown on the lien for the defendants is 529 W. Devon St., Pensacola, Florida. The property Doug bought at the Tax Deed Sale was previously owned by C.B. Brooks and Armetha Brooks with a mailing address of P.O. Box 3299, Muncie, Indiana 47302.

In light of the the similarity of the name, the Title Company is requiring us to address the lien and will not remove that requirement from the Title Insurance Commitment. We are confident that the lien against Arletha is a separate and distinct obligation from that of Armetha and should not cloud the title to the property Doug purchased.

We are respectfully requesting that you consider releasing our property from the lien. There is no question the properties are different, and in light of the different mailing addresses and spelling of the names we are confident that Arletha and Armetha are two different people.

If you have any additional questions or need additional information, please let me know. I have attached copies of all of the pertinent documents.

Thank you,


Michael D. Tidwell

MDT/cr

Recorded in Public Records 04/27/2007 at 03:22 PM OR Book 6134 Page 1226,
Instrument #2007040535, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$27.00

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

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No.: 06-11-0432
Location: 230 Wasburn Street
PR# 121S30-4101-006-011

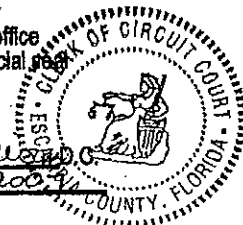
Arletha Dolores Brooks, Estate of
C/O Raymond Brooks Jr.,
529 W. Devane Street
Pensacola, FL 32534-3615

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,
_____ 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 Code of Ordinances 30-203(a), (b) (d) & (e);
1007.07.06(c)

has occurred and continues.

Certified to be a true copy
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: Heather S. [Signature]
Date: April 27, 2007



THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby ORDERED that: The heirs of Lauretta Delores Brooks shall have until May 1, 2007 to correct the violation and to bring the violation into compliance. Corrective action shall include: remove all trash, debris, solid waste, overgrowth in excess of 12 inches, the inoperable vehicle and the dilapidated structure

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 52⁰⁰ per day, commencing May 2, 2007. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. Immediately upon your full correction of this violation, you should 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 abate the violation for you and the reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$1,100.00 are hereby awarded in favor of Escambia County as the prevailing party against the heirs of Lauretta Delores Brooks. 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 may make all reasonable repairs necessary to bring the

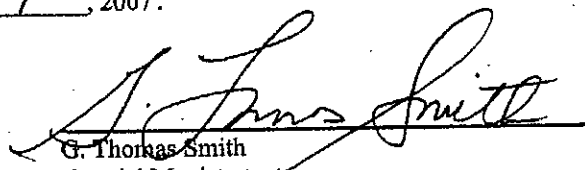
property into compliance if the violator does not correct the violation by a specified date. The costs of such repairs shall be certified to the Special Magistrate and may be added to any fines imposed pursuant to this order.

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 6708 Plantation Road Pensacola, Florida 32504 and the Escambia County Circuit Court Clerk at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of the 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 24th day of April, 2007.


G. Thomas Smith
Special Magistrate
Office of Environmental Enforcement

This instrument was prepared by:
Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

Tax Deed File No. 13-747
Property Identification No. 342N314401000001
Tax Account No. 120604000

TAX DEED

State of Florida
County of Escambia

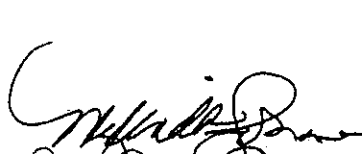
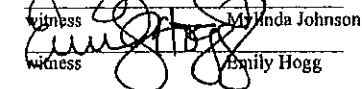
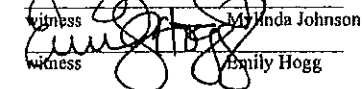
The following Tax Sale Certificate Numbered 07505 issued on May 30, 2008 was filed in the office of the tax collector of this County and application made for the issuance of a tax deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the costs and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was on the 4th day of November 2013, offered for sale as required by law for cash to the highest bidder and was sold to: R. DOUGLAS PERMENTER, PO BOX 489 GULF BREEZE FL 32562, being the highest bidder and having paid the sum of his bid as required by the Laws of Florida.


Now, on this 4th day of November 2013, in the County of Escambia, State of Florida, in consideration of the sum of (\$6,500.00) SIX THOUSAND FIVE HUNDRED AND 00/100 Dollars, being the amount paid pursuant to the Laws of Florida does hereby sell the following lands, including any hereditaments, buildings, fixtures and improvements of any kind and description, situated in the County and State aforesaid and described as follows:

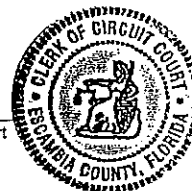
BEG AT SE COR OF N 1/2 OF NE 1/4 OF SE 1/4 OF SE 1/4 105 FT FOR POB CONTINUE N 225 FT W TO W LI OF E 1/2 OF SE 1/4 OF SE 1/4 S TO SW COR OF N 1/2 OF NE 1/4 OF SE 1/4 OF SE 1/4 E 450 FT N 105 FT E 210 FT TO POB DB 545 P 372 LESS MINERAL RIGHTS

** Property previously assessed to: ESTATE OF C B BROOKS, ARMETHA BROOKS OR HER ESTATE

SECTION 34, TOWNSHIP 2 N, RANGE 31 W


witness  Myrinda Johnson
witness  Emily Hogg


PAM CHILDERS, Clerk of the Circuit Court
Escambia County, Florida



State of Florida
County of Escambia

On this 8th day of NOVEMBER 2013 before me Emily Hogg personally appeared Pam Childers, Clerk of the Circuit Court in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned.

Witness my hand and official seal date aforesaid.

PAM CHILDERS, Clerk of the Circuit Court

By: 
Emily Hogg, Deputy Clerk



Escambia County Tax Collector

generated on 11/19/2013 2:21:22 PM CST

Tax Record

Last Update: 11/19/2013 2:21:22 PM CST

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number		Tax Type		Tax Year	
12-0604-000		REAL ESTATE		2013	
Mailing Address		Property Address			
BROOKS C B & ARMETHA		1700 CEDAR POINT RD BLK			
PO BOX 3299					
MUNCIE IN 47302		GEO Number			
		342N31-4401-000-001			
TAX DEED ISSUED					
Exempt Amount		Taxable Value			
See Below		See Below			
Exemption Detail		Millage Code		Escrow Code	
NO EXEMPTIONS		06			
Legal Description (click for full description)					
342N31-4401-000-001 1700 CEDAR POINT RD BLK BEG AT SE COR OF N 1/2 OF NE 1/4 OF SE 1/4 OF SE 1/4 105 FT FOR POB CONTINUE N 225 FT W TO W LI OF E 1/2 OF SE 1/4 OF SE 1/4 S TO SW COR OF N 1/2 OF NE 1/4 OF SE 1/4 OF SE 1/4 E 450 See Tax Roll For Extra Legal					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.6165	35,358	0	\$35,358	\$233.95
PUBLIC SCHOOLS					
By Local Board	2.2480	35,358	0	\$35,358	\$79.48
By State Law	5.3090	35,358	0	\$35,358	\$107.72
SHERIFF	0.6850	35,358	0	\$35,358	\$24.22
M.S.T.U. LIBRARY	0.3590	35,358	0	\$35,358	\$12.69
WATER MANAGEMENT	0.0400	35,358	0	\$35,358	\$1.41
Total Millage		15.2575	Total Taxes		\$539.47
Non-Ad Valorem Assessments					
Code	Levying Authority				Amount
NFP	FIRE - 595-4960				\$11.12
Total Assessments					\$11.12
Taxes & Assessments					\$550.59
If Paid By		Amount Due			
11/30/2013		\$528.57			
12/31/2013		\$534.07			

1/31/2014	\$539.58
2/28/2014	\$545.08
3/31/2014	\$550.59
4/30/2014	\$567.11

Prior Year Taxes Due
NO DELINQUENT TAXES

[Click Here To Pay Now](#)



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-5751

Clerk & Comptroller's Report 9. 1.

BCC Regular Meeting

Consent

Meeting Date: 03/06/2014

Issue: January 2014 Investment Report

From: Pam Childers, Clerk of the Circuit Court & Comptroller

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of January 2014 Investment Report

That the Board accept, for filing with the Board's Minutes, the *Investment Portfolio Summary Report* for the month ended January 31, 2014, as required by Ordinance Number 95-13; on January 31, 2014, the portfolio market value was \$246,296,608 and portfolio earnings totaled \$445,668 for the month and \$1,015,599 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 0.02%; the long-term CORE portfolio achieved a total return of 0.44%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.43%.

Attachments

January 2014 Investment Report



INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

INVESTMENT PORTFOLIO SUMMARY REPORT

FISCAL YEAR 2013-2014

January 31, 2014



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
January 31, 2014

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value	
	December 31, 2013	January 31, 2014
Bank Accounts	\$ 28,710,019	\$ 23,358,134
Money Market Accounts	24,854,236	24,858,938
State Board of Administration	92,157,303	92,169,406
Money Market Mutual Fund	698,553	89,268
U.S. Treasury Bond/Notes	29,388,069	51,313,561
Federal Agency Bond/Note	47,611,079	32,485,580
Municipal Bonds	8,249,461	2,563,013
Corporate Notes	19,423,070	19,458,707
Commercial Paper	-	-
Total Portfolio Assets:	\$ 251,091,790	\$ 246,296,608
Current Month Earnings:	\$ 109,230	\$ 445,668
Fiscal Year to Date Earnings:	\$ 569,930	\$ 1,015,599

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:		December 31, 2013	January 31, 2014
Market Value		\$ 145,721,558	\$ 140,386,479
Month End Yield			
Short Term Portfolio Yield:		0.15%	0.15%
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:		0.03%	0.02%
Weighted Average Days to Maturity			
Short Term Portfolio Yield:		1 Day	1 Day
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:		50 Days	49 Days
Fiscal YTD Earnings:		\$ 32,062	\$ 48,868

LONG TERM CORE PORTFOLIO:		December 31, 2013	January 31, 2014
Market Value		\$ 105,370,232	\$ 105,910,129
Month End Yield			
CORE Portfolio Yield to Maturity at Cost:		1.00%	0.82%
CORE Portfolio Yield to Maturity at Market:		0.80%	0.69%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:		0.38%	0.34%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:		0.74%	0.65%
Monthly Total Return Performance			
CORE Portfolio		-0.38%	0.44%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:		-0.14%	0.16%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:		-0.48%	0.43%
Effective Duration (Years)			
CORE Portfolio		2.51	2.54
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:		1.83	1.82
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:		2.64	2.62
Fiscal YTD Earnings:		\$ 537,868	\$ 966,730



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2013-2014
January 31, 2014

SHORT TERM INVESTMENT PORTFOLIO:

Month End Yield

Short Term Portfolio Yield:	0.15%
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield	0.02%

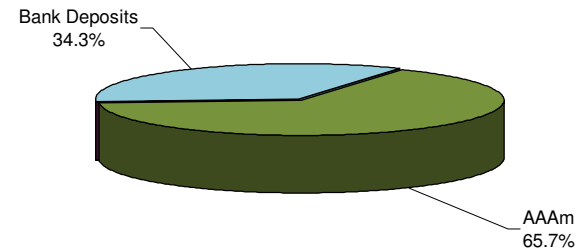
Earnings

Current Month Earnings:	\$ 16,806
Year-to-Date Earnings:	\$ 48,868

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	\$ 23,358,134	16.6%
BB&T Money Market Account	9,785,664	7.0%
Servisfirst Money Market Account	15,073,274	10.7%
State Board of Administration	92,169,406	65.7%
Total Short Term Portfolio Assets:	\$ 140,386,479	100.0%

Short Term Portfolio Credit Quality



LONG TERM INVESTMENT PORTFOLIO:

Month End Yield

CORE Portfolio Yield to Maturity at Cost:	0.82%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.34%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.65%

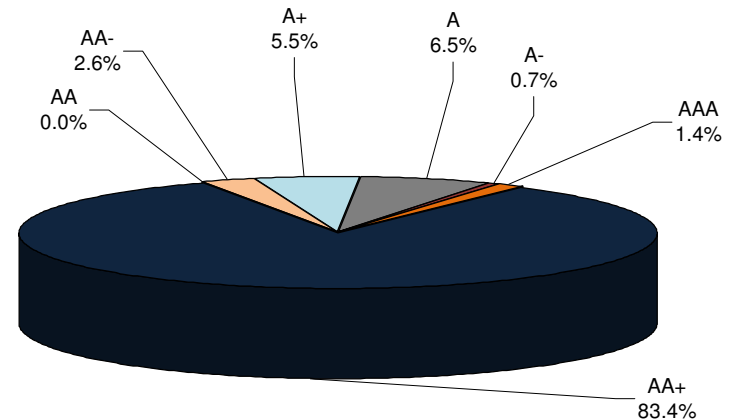
Earnings

Current Month Earnings:	\$ 428,862
Year-to-Date Earnings:	\$ 966,730

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	\$ 51,313,561	48.5%
Federal Agency Bond / Note	32,485,580	30.7%
Municipal Obligations	2,563,013	2.4%
Corporate Note	19,458,707	18.4%
Money Market Mutual Fund - Federated Government	89,268	0.1%
Total Long Term Core Portfolio Assets:	\$ 105,910,129	100.0%

Long Term Core Portfolio Credit Quality





ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2013-2014
January 31, 2014

Security Type	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	\$ 92,169,406	37.4%	25%	No
United States Treasury Securities	51,313,561	20.8%	100%	Yes
Federal Instrumentalities	32,485,580	13.2%	100%	Yes
Certificates of Deposit/ Savings Accounts	24,858,938	10.1%	20%	Yes
Corporate Notes	19,458,707	7.9%	20%	Yes
State and/or Local Government Debt	2,563,013	1.0%	25%	Yes
Bank Accounts - Bank of America	23,358,134	9.5%	100%	Yes
Money Market Mutual Fund	89,268	0.0%	50%	Yes
Total Investment Holdings	\$ 246,296,608	100.0%		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	\$ 92,169,406	37.4%	25%	No
United States Treasury Securities	51,313,561	20.8%	100%	Yes
Federal Home Loan Bank (FHLB)	2,598,684	1.1%	25%	Yes
Federal National Mortgage Association (FNMA)	23,456,396	9.5%	25%	Yes
Federal Home Loan Mortgage Corporation (FHLMC)	6,430,499	2.6%	25%	Yes
Branch Banking and Trust Money Market Account	9,785,664	4.0%	10%	Yes
Servisfirst Money Market Account	15,073,274	6.1%	10%	Yes
American Honda Finance	903,914	0.4%	5%	Yes
Anheuser-Busch Corporate Notes	2,010,942	0.8%	5%	Yes
Apple Inc. Corporate Notes	1,126,486	0.5%	5%	Yes
Bank of New York Mellon Corporate Notes	2,764,947	1.1%	5%	Yes
Caterpillar Corporate Notes	700,433	0.3%	5%	Yes
Coca-Cola Company	579,847	0.2%	5%	Yes
General Electric Corporate Notes	3,288,073	1.3%	5%	Yes
JP Morgan Chase Corporate Notes	3,012,828	1.2%	5%	Yes
McDonald's Corporate Notes	1,107,085	0.4%	5%	Yes
Pepsico Corporate Notes	700,005	0.3%	5%	Yes
Toyota Corporate Notes	1,103,491	0.4%	5%	Yes
Wells Fargo & Company Corporate Notes	2,160,655	0.9%	5%	Yes
Michigan State Municipal Bond	1,055,288	0.4%	10%	Yes
Calleguas Water District, CA REV Bond	1,507,725	0.6%	10%	Yes
Pennsylvania State Municipal Bond	-	0.0%	10%	Yes
Money Market Mutual Fund - Federated Government	89,268	0.0%	25%	Yes
Bank Accounts - Bank of America	23,358,134	9.5%	100%	Yes
Total Investment Holdings	\$ 246,296,608	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-5732

Clerk & Comptroller's Report 9. 2.

BCC Regular Meeting

Consent

Meeting Date: 03/06/2014

Issue: Acceptance of December 2013 TDT Collections

From: Pam Childers, Clerk of the Circuit Court & Comptroller

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collections Data

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the December 2013 returns received in the month of January 2014, as prepared by the Finance Department of the Clerk of Court and Comptroller's Office: this is the fourth month of collections for the Fiscal Year 2013-2014; total collections for the December 2013 returns was \$307,066.23; this is a 11.19% increase over the December 2012 returns; total collections year to date are .16% more than the comparable time frame in Fiscal Year 2012-2013.

Attachments

December 2013 TDT



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: February 11, 2014
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 December 2013 returns received in the month of January 2014, as prepared by the Finance Department of the Clerk and Comptroller's Office. This is the fourth month of collections for the fiscal year 2014.

- ✓ Total collected for the month of December 2013 returns was \$307,066.23. This is a 11.19% increase over the December 2012 returns.
- ✓ Total collections year to date are .16% more than the comparable time frame in Fiscal Year 2013.

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

PC/lh

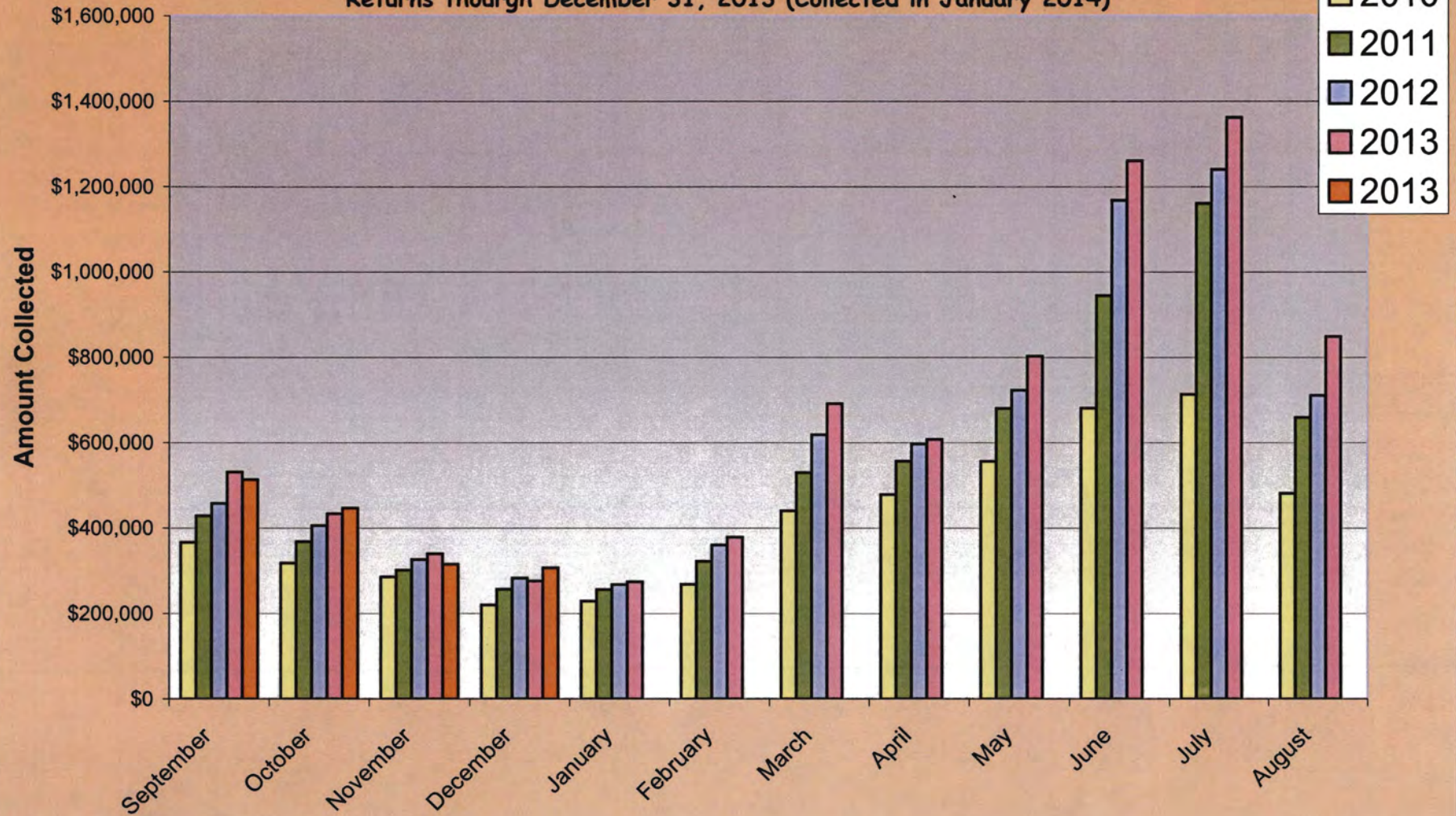
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 REPORTED IN FISCAL YEAR FORMAT
 ESCAMBIA COUNTY FLORIDA
 AS OF JANUARY 2014

	Fiscal Year 2014	Fiscal Year 2013		
Zip Code	YTD Collected	YTD Collected	Difference	% Change
32501	46,859	41,895	4,964	12%
32502	81,254	93,056	(11,802)	-13%
32503	706	5,957	(5,251)	-88%
32504	295,082	278,994	16,088	6%
32505	53,065	37,260	15,805	42%
32506	51,778	56,328	(4,550)	-8%
32507	201,083	190,299	10,784	6%
32514	123,166	131,376	(8,210)	-6%
32526	53,177	67,578	(14,401)	-21%
32534	36,196	41,725	(5,529)	-13%
32535	642	516	126	24%
32561	640,195	635,699	4,496	1%
32562	-	-	-	0%
32577	-	-	-	0%
Total	\$ 1,583,203	\$ 1,580,683	\$ 2,520	0%

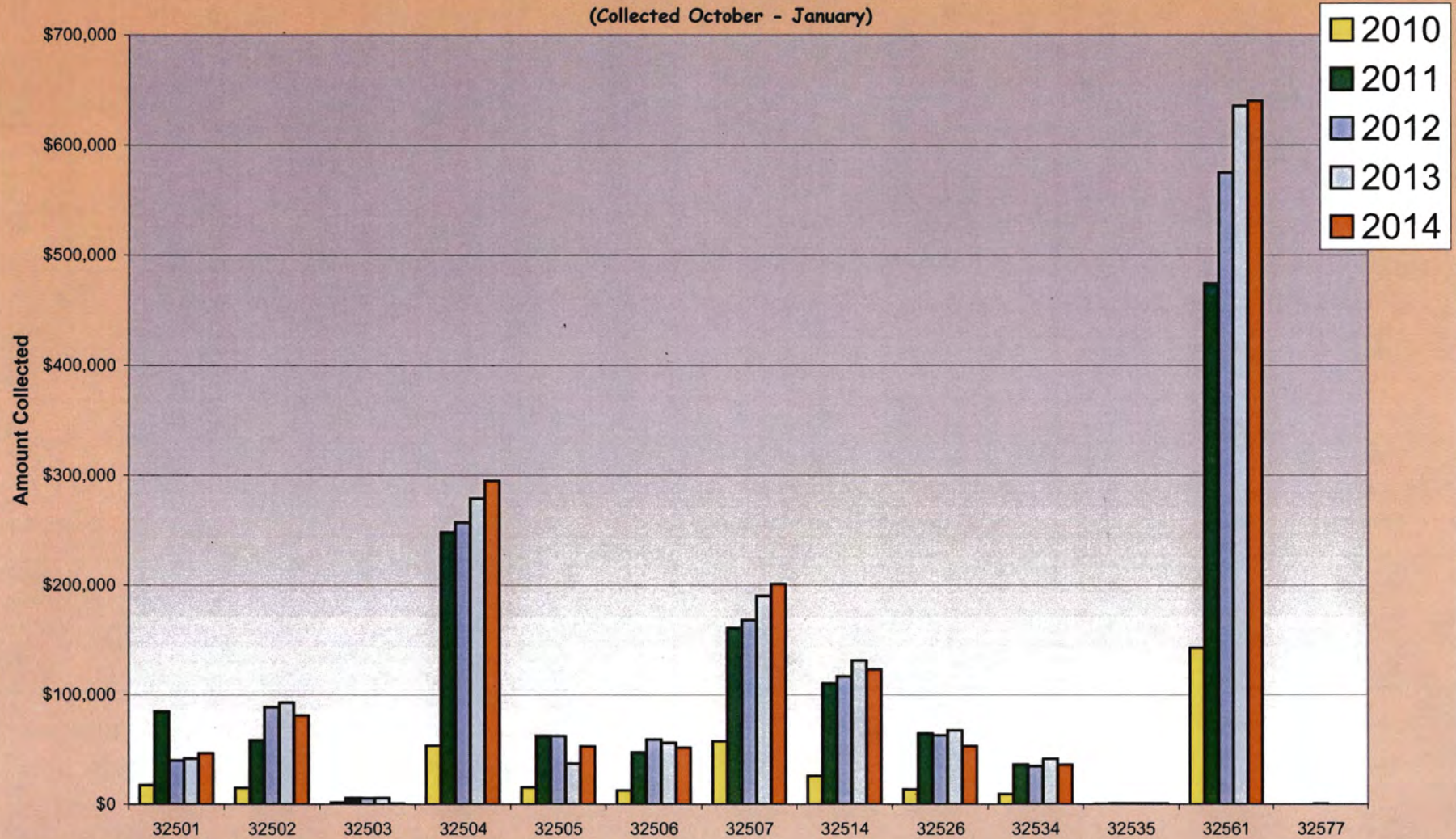
Tourist Development Tax Collections

5-Year Comparison

Returns through December 31, 2013 (Collected in January 2014)



Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
September thru December Returns
(Collected October - January)

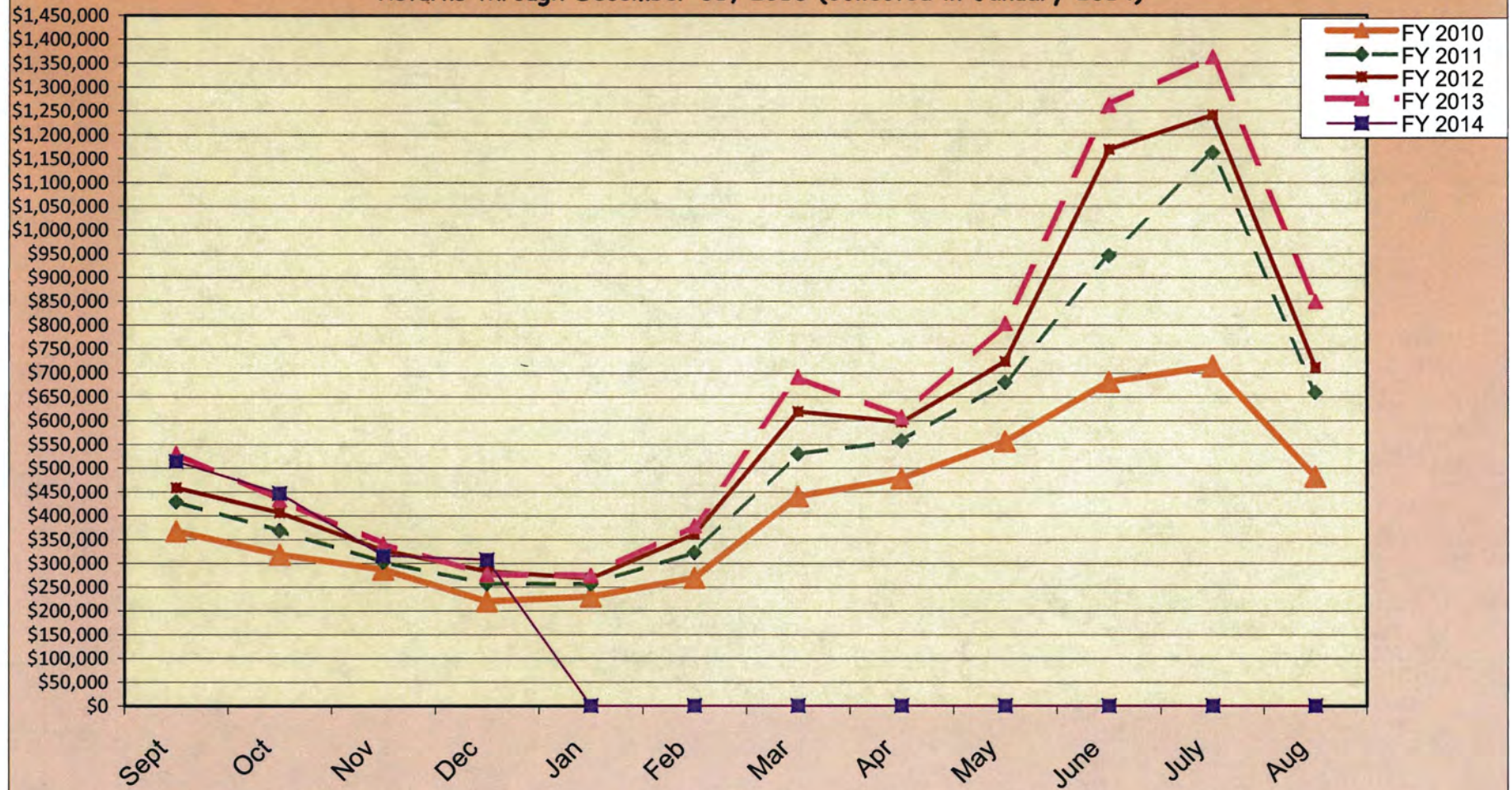


TOURIST DEVELOPMENT TAX

5 YEAR TRENDLINE

FY 2010 - FY 2014

Returns through December 31, 2013 (Collected in January 2014)



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBIA COUNTY FLORIDA
 FISCAL YEAR 2014
 AS OF JANUARY 31 2014

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	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%
12/13	10,512	3%	19,841	6%	127	0%	70,184	22%	14,698	5%
01/14	9,802	3%	17,221	6%	167	0%	69,013	22%	13,282	4%
Total	\$ 46,859	3%	\$ 81,254	5%	\$ 706	0%	\$ 295,082	19%	\$ 53,065	3%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	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%
12/13	12,566	4%	29,239	9%	23,652	7%	13,183	4%	8,083	3%
01/14	11,745	4%	33,224	11%	30,444	10%	13,144	4%	9,909	3%
Total	\$ 51,778	3%	\$ 201,083	13%	\$ 123,166	8%	\$ 53,177	3%	\$ 36,196	2%

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% 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%
12/13	104	0%	113,290	36%	-	0%	-	0%	315,478	100%
01/14	89	0%	99,026	32%	-	0%	-	0%	307,066	100%
Total	\$ 642	0%	\$ 640,195	40%	\$ -	0%	\$ -	0%	1,583,203	100%

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

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	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%
12/12	9,528	3%	22,759	7%	2,017	1%	73,028	21%	10,171	3%
01/13	8,921	3%	17,622	6%	708	0%	53,840	19%	8,555	3%
Total	\$ 41,895	3%	\$ 93,056	6%	\$ 5,957	0%	\$ 278,994	18%	\$ 37,260	2%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/12	15,753	3%	83,654	16%	33,847	6%	15,553	3%	9,695	2%
11/12	18,431	4%	49,162	11%	34,114	8%	17,748	4%	11,369	3%
12/12	12,937	4%	30,458	9%	34,884	10%	14,070	4%	12,653	4%
01/13	9,207	3%	27,025	10%	28,530	10%	20,208	7%	8,008	3%
Total	\$ 56,328	4%	\$ 190,299	12%	\$ 131,376	8%	\$ 67,578	4%	\$ 41,725	3%

Month of Collection	Zip Code									
	32535		32561		32562		32577		Total Month	% OF Total
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% 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%
12/12	102	0%	117,258	35%	-	0%	-	0%	339,864	100%
01/13	37	0%	93,496	34%	-	0%	-	0%	276,156	100%
Total	\$ 516	0%	\$ 635,699	40%	\$ -	0%	\$ -	0%	\$ 1,580,683	100%

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

Month Of Collection	For The Month Of	THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2005-2014									
		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
DEC	NOV	214,278	229,491	212,939	206,205	185,367	214,475	226,459	244,845	254,898	236,608
JAN	DEC	208,669	198,766	179,798	163,665	169,734	164,750	192,546	212,164	207,117	230,300
TOTAL		\$904,071	\$993,246	\$862,507	\$896,538	\$863,907	\$892,551	\$1,017,069	\$1,105,225	\$1,185,513	\$1,187,402

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	2014
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
DEC	NOV	71,106	76,287	70,980	68,735	61,789	71,492	75,487	81,615	84,966	78,869
JAN	DEC	69,486	65,960	59,933	54,555	56,578	54,917	64,182	70,721	69,039	76,767
TOTAL		\$298,488	\$330,273	\$287,502	\$298,846	\$287,969	\$297,517	\$339,023	\$368,408	\$395,171	\$395,801



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-5724

Clerk & Comptroller's Report 9. 3.

BCC Regular Meeting

Consent

Meeting Date: 03/06/2014

Issue: Records Disposition

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Disposition of Records

That the Board approve Records Disposition Document No. 554, for disposition of Board of County Commissioners' Records, Item 32a, Minutes: Official Meetings (Transcripts: Microfilmed on Rolls 492 through 494), for the period January 17, 2013, through May 29, 2013, in accordance with State Retention Schedule GS1, since the permanent records have been scanned and/or microfilmed.

Attachments

Disposition No. 554

RECORDS DISPOSITION DOCUMENT

NO. 554

PAGE 1 OF 1 PAGES

1. AGENCY NAME and ADDRESS

HONORABLE PAM CHILDERS
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
190 GOVERNMENTAL CENTER
PENSACOLA, FL 32502

2. AGENCY CONTACT (Name and Telephone Number)

Heather Mahoney
ARCHIVES AND RECORDS DIVISION
(CLERK TO THE BOARD)
(850) 595 - 3937 Ext.

3. NOTICE OF INTENTION: The scheduled records listed in Item 5 are to be disposed of in the manner checked below (specify only one).

☐ a. Destruction ☒ b. Microfilming and Destruction ☐ c. Other _____

4. SUBMITTED BY: I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements for the records have been fully justified, and that further retention is not required for any litigation pending or imminent.

PAM CHILDERS

Escambia County Florida Clerk of the Circuit Court & Comptroller

Signature

Name and Title

Date

5. LIST OF RECORD SERIES

a. Schedule No.	b. Item No.	c. Title	d. Retention	e. Inclusive Dates	f. Volume In Cubic Feet	g. Disposition <u>Action and</u> <u>Date</u> Completed After Authorization
GS1	32	MINUTES: OFFICIAL MEETINGS (TRANSCRIPTS: MICROFILMED ON ROLLS 492 THROUGH 494)		1/17/2013 - 5/29/2013	4.5	

6. DISPOSAL AUTHORIZATION: Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

Custodian/Records Management Liaison Officer

Date

7. DISPOSAL CERTIFICATE: The above listed records have been disposed of in the manner and on the date shown in column g.

Signature

Date

Name and Title

Witness



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-5773

Clerk & Comptroller's Report 9. 4.

BCC Regular Meeting

Consent

Meeting Date: 03/06/2014

Issue: Acceptance of Documents Provided by the Health Facilities Authority

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of Acceptance of Documents Provided by the Escambia County Health Facilities Authority

That the Board accept, for filing with the Board's Minutes, the following documents provided to the Clerk to the Board's Office by Paula G. Drummond, Executive Director, Escambia County Health Facilities Authority:

A. The 2014 Meeting Schedule for the Escambia County Health Facilities Authority, as received in the Clerk to the Board's Office on February 20, 2014; and

B. A copy of the *Escambia County Health Facilities Authority Pensacola, Florida, Financial Statements September 30, 2013 and 2012*, as audited by Saltmarsh, Cleaveland & Gund, Certified Public Accountants and Consultants, and received in the Clerk to the Board's Office on February 21, 2014.

Attachments

Health Facilities Authority 2014 Meeting Schedule

Health Facilities Authority Financial Statements



ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

Capital Finance Solutions for Non-Profit Health Facilities

February 19, 2014

Hon. Pam Childers
Escambia County Clerk of Court
& Comptroller
Attn: Ms. Doris Harris
Office of Clerk to the BCC
221 S. Palafox Place – Suite 130
Pensacola, FL 32502

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY
FL
2014 FEB 20 P 4:13
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

Dear Ms. Childers:

Attached for filing in your office is the 2014 Annual Meeting Schedule for the Escambia County Health Facilities Authority. The official public notice of the Authority's 2014 meeting dates was published in the Pensacola News Journal on January 11, 2014. I provided the County Administrator's office with a copy of this schedule in December 2013.

Please let me know if you need further information.

Sincerely yours,

Paula G. Drummond
Executive Director

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

1019 N. 12th Avenue • Pensacola, FL 32501

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

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

2014 Meeting Schedule

Approved 12-17-13

All regular meetings are held on the third Tuesday of the month at 4:00 p.m. in the offices of the Authority, unless otherwise noted

No meeting in January

February 18, 2014

March 18, 2014

April 15, 2014

May 20, 2014

June 17, 2014

July 15, 2014

August 19, 2014

No meeting in September

October 21, 2014

November 18, 2014

December 16, 2014

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
PENSACOLA, FLORIDA
FINANCIAL STATEMENTS
SEPTEMBER 30, 2013 AND 2012

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

PENSACOLA, FLORIDA

FINANCIAL STATEMENTS

SEPTEMBER 30, 2013 AND 2012

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INDEPENDENT AUDITOR'S REPORT

Board of Directors
Escambia County Health Facilities Authority
Pensacola, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of Escambia County Health Facilities Authority (the "Authority"), as of and for the years ended September 30, 2013 and 2012, and the related notes to the financial statements, which 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 opinions 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. 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 financial position of the Authority as of September 30, 2013 and 2012, and the respective changes in financial position and cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on 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 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 January 29, 2014, on our consideration of the Authority'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 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.



Pensacola, Florida
January 29, 2014

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2013 AND 2012**

The following is a narrative overview and analysis of the Authority's significant financial activities for the fiscal year ended September 30, 2013.

Operational Highlights

- The Escambia County Health Facilities Authority (the "Authority") has been in operation since 1975. The Authority is constituted as a public instrumentality, and the exercise by the Authority of the powers conferred upon it by Florida law is held to be the performance of an essential public function. Its primary mission is to provide health facilities within its jurisdiction with the means to assist with the development and maintenance of the public health. It accomplishes this mission by providing health care organizations with capital financing at tax exempt rates to fund the facilities and structures needed by the community. The Authority is self-supporting and receives no federal, state or local governmental funding. The Authority receives no tax revenues from any source, and has no taxing power. Its operations are funded through revenues generated by its financing activities, and investment earnings on its reserves. By law, the Authority must maintain its operations until all of its outstanding bonds have matured and been redeemed. Additional information about the Authority, its history, and operations can be found on its website at www.echealthfinance.org.
- The Authority has one employee who serves as Executive Director and General Counsel. This employee is an attorney in good standing with The Florida Bar since 1978. She has represented the Authority for more than 31 years, first in her private practice of law for 22 years, and then as an employee since 2005. In addition, the Authority retains an external certified public accountant ("CPA") to provide financial management and oversight services on a continuous basis. The Authority's CPA has provided services since 2003. Clerical and other services are provided as needed by independent contractors engaged by the Executive Director from time to time.
- The Authority issues tax exempt revenue bonds, notes, and leases (collectively "bonds") to finance capital projects for non-profit health care organizations under the provisions of Chapters 154 and Chapter 159, Florida Statutes; the Internal Revenue Code of 1986, as amended; and other applicable laws and regulations. The Authority is also called upon from time to time to consider and approve amendments or supplements to the financing documents associated with its outstanding bonds. Since 1975 the Authority has issued more than \$805,000,000 in 33 series of revenue bonds, refunding bonds, or tax exempt equipment leases, to finance or refinance projects for 12 separate health care organizations. The majority of the bond issues have benefited local hospital systems and their affiliated facilities within the State of Florida. See Note 6 - Conduit Debt Obligations for additional information on the Authority's financing activities.
- On September 30, 2013, the Authority had \$322,745,003 in outstanding bonds. The Authority is a conduit issuer which means that none of the Authority's general revenues or assets is pledged to the repayment of these bonds. The health care facilities on whose behalf the bonds were issued (the "Borrowers") are responsible for payment of principal and interest on the bonds. All of the Authority's rights and obligations in connection with these bonds are assigned to a corporate trustee pursuant to a Trust Indenture for each issue. The Trustee receives the debt service payments from the Borrowers, makes scheduled payments to the bondholders, and performs such other duties as are set forth in the Indentures. The Authority has received no notice from a Trustee that any Borrower was in default in connection with its obligations to pay debt service payments on its outstanding bonds.

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2013 AND 2012**

Operational Highlights (Continued)

- No new bonds were issued during fiscal year 2013. The Authority assisted Baptist Hospital, Inc. with three of its outstanding bond issues during the fiscal year, and one bond issue for Ascension Health Credit Group was fully redeemed. The Baptist Hospital Series 2009A bonds were reissued on July 1, 2013 in connection with the amendment of the loan agreement to reduce the interest rate on the loan from 5.49% to 3.25%. In connection with the Series 2010A bonds, certain remedial actions pursuant to Treas.Reg. §1.141-12 were taken following the sale to a third party of substantially all the assets of The Baptist Manor, Inc., a member of the Obligated Group. A portion of the proceeds from the sale will be treated as being financed or refinanced with the proceeds of the Series 2010 bonds. The 2010 Baptist Hospital \$15,000,000 Tax Exempt Lease Financing was fully subscribed with the issuance of Schedule of Property No. 2 in the amount of \$8,499,641. The Authority's \$41,105,000 Series 2002C bonds for Ascension Health Credit Group were paid in full and redeemed on June 18, 2013.
- The following table shows the name of each outstanding bond issue, the original issue dates, maturity dates, and current amounts outstanding:

Name of Issue	Issue Date	Maturity Date	Amount Outstanding on 9-30-2013
\$12,320,000 Escambia County Health FA Revenue Bonds (Azalea Trace, Inc.) Series 2003 A	07/24/03	11/15/15	\$3,615,000
\$25,395,000 Escambia County Health FA Revenue Bonds (Azalea Trace, Inc.) Series 2003 B	07/24/03	11/15/29	\$25,395,000
\$191,850,000 Revenue Bonds (Ascension Health Credit Group) Series 2003 A	03/01/03	11/15/14	\$102,880,000
\$154,515,000 Revenue Bonds (Florida Health Care Facility Loan Program) Series 2000 A	07/25/00	07/01/20	\$10,865,000
\$8,600,000 Revenue Bonds (Covenant Hospice, Inc.) Series 2005 A	06/01/05	06/05/30	\$6,749,191
\$900,000 Revenue Bonds (Covenant Hospice, Inc.) Series 2005 B	08/23/05	07/05/30	\$707,178
\$15,000,000 Revenue Bond (Baptist Hospital, Inc.) Series 2009	12/09/09	11/01/19	\$12,150,309
\$155,000,000 Health Care Facilities Revenue Bonds (Baptist Hospital, Inc.) Series 2010A	02/15/10	08/15/36	\$149,515,000
\$15,000,000 Health Facilities Authority Baptist Hospital, Inc. Tax Exempt Lease Financing	12/08/10	12/14/15	\$10,868,325

- The Authority reinstated its Grant Program in fiscal year 2013. The purpose of the grant program is to assist local non-profit organizations with capital funding to improve, enhance and facilitate their provision of health care related services to Escambia County residents. The grants are not loans, and do not require repayment by the recipient. The Authority designated \$250,000 from its reserves to fund grants over a five fiscal year period. The amount of grant funds available in each of the five fiscal years is \$50,000 and any amounts not awarded will carry over to the following fiscal year. The goal is to assist at least two or more organizations each year which otherwise might not be able to acquire or upgrade their equipment or facilities due to lack of sufficient funding.

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2013 AND 2012**

Operational Highlights (Continued)

- Two grants were awarded during the fiscal year 2013 to local non-profit organizations. The first grant in the amount of \$30,000 was awarded to upgrade computer systems and equipment for a medical clinic with three locations in Escambia County. This clinic provides medical care without charge for persons who are uninsured but do not qualify for Medicare or Medicaid coverage. The second grant in the amount of \$10,000 was awarded to equip and supply a small medical clinic in a non-profit community based school providing prevention, diversion and early intervention services for at risk high school age young women.
- At the end of fiscal year 2013, the Authority had net position of \$3,057,451. The majority of these funds are designated as reserved for specific purposes. A reserve of \$1,500,000 has been set aside to insure funds for operating expenses of the Authority over the long term (the "Operating Reserve"). A reserve fund of \$1,200,000 is maintained for bond issue contingency funding. The remaining Grant Program reserve is \$239,242. The Authority determines the levels of these reserves on an annual basis.
- The Authority had a net operating loss for fiscal year 2013 of \$124,776. The Authority has limited ability to increase its annual revenues in the current interest rate environment. The spread between tax exempt and taxable interest rates is small enough that health facilities have many options for financing their capital needs. Currently, the Authority funds its operations through its annual fees derived from past financings, and the earnings on its investments. Annual bond fees were established according to the fee policy in existence at the time the bonds were issued, and cannot be increased. The Authority has historically kept annual fees at low levels as a consideration to the non-profit Borrowers. The existence of operating reserves has also factored into the decision to maintain annual fees at their current level.
- The Authority maintains a managed custodial investment account to achieve higher yields on reserved funds. At September 30, 2013, the investment portfolio for this account was approximately 32% U.S. Government Obligations and federal agency Mortgage-backed Securities, 54% Corporate Bonds, 4% Certificates of Deposit, and 10% cash and short term investments.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Authority's basic financial statements. They are: 1) entity-wide financial statements and 2) notes to the financial statements.

Entity-wide financial statements are designed to provide readers with a broad overview of the Authority's finances in a manner similar to a private-sector business. The Statement of Net Position presents information on all the Authority's assets and liabilities, with the difference between the two reported as net position. The Statements of Revenues, Expenses, and Changes in Net Position present information showing how the Authority's net position has changed during the most recent fiscal year end. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows.

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2013 AND 2012**

Overview of the Financial Statements (Continued)

The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the entity-wide financial statements. The notes to the financial statements begin on page 11 of this report.

Summary of Financial Condition

Escambia County Health Facilities Authority's Net Position

	<u>2013</u>	<u>2012</u>
Current Assets	<u>\$ 3,061,746</u>	<u>\$ 3,156,939</u>
Non-Current Assets:		
Investments	26,783	49,016
Capital assets	2,107	3,591
Other assets	450	450
	<u>29,340</u>	<u>53,057</u>
Total Assets	<u><u>\$ 3,091,086</u></u>	<u><u>\$ 3,209,996</u></u>
Current Liabilities	\$ 27,821	\$ 20,201
Non-Current Liabilities	<u>5,814</u>	<u>11,315</u>
Total Liabilities	<u>33,635</u>	<u>31,516</u>
Net Position:		
Net investment in capital assets	2,107	3,591
Designated for future operations	1,500,000	1,800,000
Designated for bond issue contingencies	1,200,000	1,200,000
Designated for charitable grants	239,242	-
Undesignated	116,102	174,889
	<u>3,057,451</u>	<u>3,178,480</u>
Total Liabilities and Net Position	<u><u>\$ 3,091,086</u></u>	<u><u>\$ 3,209,996</u></u>

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2013 AND 2012**

**Escambia County Health Facilities Authority's Revenues,
Expenses, and Changes in Net Position**

	<u>2013</u>	<u>2012</u>
Operating Revenues	\$ 69,903	\$ 61,748
Operating Expenses	(194,679)	(195,873)
Nonoperating Revenues	14,505	37,800
Nonoperating Expenses	<u>(10,758)</u>	<u>-</u>
 Change in Net Position	 (121,029)	 (96,325)
 Net Position - Beginning of Year	 <u>3,178,480</u>	 <u>3,274,805</u>
 Net Position - End of Year	 <u><u>\$ 3,057,451</u></u>	 <u><u>\$ 3,178,480</u></u>

At the end of the fiscal year the Authority had net position of \$3,057,451 which is a decrease of \$121,029 from the net position at the beginning of the fiscal year. Total investment income was \$14,505, which represents a 62% decrease in nonoperating revenues from the prior fiscal year. Investment income includes net unrealized losses of \$40,660 and \$8,050 for the years ended September 30, 2013 and 2012, respectively. Unrealized losses are due primarily to fluctuations in the fair market value of securities held in the investment account. Nonoperating revenues excluding net unrealized losses increased 20% to \$55,165 as of September 30, 2013 from \$45,850 as of September 30, 2012. The total operating expenses for the fiscal year were \$194,679, of which \$144,201 was incurred for payroll and related expenses. The total nonoperating expenses for the year were \$10,758, all of which was for charitable grant payments that were charged against the reserve account for grants, net position designated for charitable grants, and were not considered part of regular operating expenses.

Requests for Information

Questions concerning any of the information provided in this report may be directed to the following mailing address or through the Contact Us section of the Authority's website at www.echealthfinance.org.

Escambia County Health Facilities Authority
Attn: Executive Director
P.O. Box 2667
Pensacola, FL 32513-2667

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2013 AND 2012

ASSETS

	2013	2012
Current Assets:		
Cash and cash equivalents	\$ 812,761	\$ 665,890
Investments	2,232,728	2,468,813
Interest receivable	15,696	22,125
Prepaid insurance	561	111
Total current assets	<u>3,061,746</u>	<u>3,156,939</u>
Non-Current Assets:		
Investments	26,783	49,016
Capital assets, net of accumulated depreciation	2,107	3,591
Deposits	450	450
Total non-current assets	<u>29,340</u>	<u>53,057</u>
Total Assets	<u><u>\$ 3,091,086</u></u>	<u><u>\$ 3,209,996</u></u>

LIABILITIES AND NET POSITION

Current Liabilities:		
Accrued expenses	\$ 4,279	\$ 2,914
Compensated absences	12,784	17,287
Charitable grants payable	10,758	-
Total current liabilities	<u>27,821</u>	<u>20,201</u>
Non-Current Liabilities:		
Compensated absences	<u>5,814</u>	<u>11,315</u>
Total liabilities	<u>33,635</u>	<u>31,516</u>
Net Position:		
Net investment in capital assets	2,107	3,591
Unrestricted:		
Designated for future operations	1,500,000	1,800,000
Designated for bond issue contingencies	1,200,000	1,200,000
Designated for charitable grants	239,242	-
Undesignated	116,102	174,889
Total net position	<u>3,057,451</u>	<u>3,178,480</u>
Total Liabilities and Net Position	<u><u>\$ 3,091,086</u></u>	<u><u>\$ 3,209,996</u></u>

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

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
YEARS ENDED SEPTEMBER 30, 2013 AND 2012

	<u>2013</u>	<u>2012</u>
Operating Revenues:		
Fees -		
Annual bond	\$ 56,505	\$ 57,062
Monthly	898	1,086
Bond and issuer counsel	12,500	3,600
Total operating revenues	<u>69,903</u>	<u>61,748</u>
Operating Expenses:		
Accounting and auditing	16,303	15,643
Bond issuance	3,059	3,480
Depreciation	1,484	1,304
Dues and subscriptions	2,560	1,730
Office expense	5,550	6,458
Payroll	114,031	114,353
Payroll taxes	9,286	8,164
Pension and benefits	20,884	16,160
Rent	11,377	11,090
Seminars, training, and travel	10,145	17,491
Total operating expenses	<u>194,679</u>	<u>195,873</u>
Operating Loss	<u>(124,776)</u>	<u>(134,125)</u>
Nonoperating Revenues (Expenses):		
Investment income	14,505	37,800
Charitable grants	(10,758)	-
Total nonoperating revenues, net	<u>3,747</u>	<u>37,800</u>
Change in Net Position	(121,029)	(96,325)
Net Position - Beginning of Year	<u>3,178,480</u>	<u>3,274,805</u>
Net Position - End of Year	<u><u>\$ 3,057,451</u></u>	<u><u>\$ 3,178,480</u></u>

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

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
STATEMENTS OF CASH FLOWS
YEARS ENDED SEPTEMBER 30, 2013 AND 2012

	2013	2012
Cash Flows From Operating Activities:		
Receipts from health facilities and others	\$ 69,903	\$ 61,748
Payments to vendors	(79,614)	(79,993)
Payments to employees	(122,670)	(109,684)
Net cash used in operating activities	<u>(132,381)</u>	<u>(127,929)</u>
Cash Flows From Investing Activities:		
Purchases of investments	(739,286)	(1,320,305)
Sales and maturities of investments	945,445	1,337,430
Purchase of capital assets	-	(983)
Receipts from investment income	73,093	40,429
Net cash provided by investing activities	<u>279,252</u>	<u>56,571</u>
Net Increase (Decrease) in Cash and Cash Equivalents	146,871	(71,358)
Cash and Cash Equivalents, Beginning of Year	<u>665,890</u>	<u>737,248</u>
Cash and Cash Equivalents, End of Year	<u><u>\$ 812,761</u></u>	<u><u>\$ 665,890</u></u>
Reconciliation of Operating Loss to Net Cash Used in Operating Activities:		
Operating loss	\$ (124,776)	\$ (134,125)
Adjustments to reconcile loss from operations to net cash used in operating activities:		
Depreciation	1,484	1,304
Changes in:		
Prepaid insurance	(450)	223
Accrued expenses	1,365	195
Compensated absences	<u>(10,004)</u>	<u>4,474</u>
Net cash used in operating activities	<u><u>\$ (132,381)</u></u>	<u><u>\$ (127,929)</u></u>

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

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2013 AND 2012

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Reporting Entity:

The Escambia County Health Facilities Authority (the "Authority") was created on March 6, 1975 by resolution of the Escambia County Board of County Commissioners. The Authority members are appointed by the Escambia County Board of County Commissioners, with the operation and administration of the Authority governed by Chapter 154 Part III, Chapter 159 Part II, and Chapters 163 and 189 of the Florida Statutes. The Authority is self-supporting and generates revenues by providing financing for governmental and non-profit health care facilities within and outside of the State of Florida. There are no other component units which form the reporting entity.

Measurement Focus, Basis of Accounting and Financial Statement Presentation:

The Authority 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 financial statements are reported using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

The Authority distinguishes between operating and nonoperating revenues and expenses. Operating revenues and expenses consist of charges for services and the costs of providing those services, including depreciation. All other revenues and expenses are reported as nonoperating.

The Authority applies all applicable Governmental Accounting Standards Board ("GASB") pronouncements. Additionally, the Authority applies pronouncements of the Financial Accounting Standards Board ("FASB") and its predecessor bodies, issued on or before November 30, 1989, unless those pronouncements contradict or conflict with GASB pronouncements.

Use of 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.

Cash and Cash Equivalents:

For purposes of the statement of cash flows, the Authority considers all highly liquid investments with an original maturity of three months or less to be cash equivalents, including investments in the Local Government Surplus Funds Trust Fund Investment Pool. Maturities and reinvestments of invested funds are shown as purchases and sales and maturities of investments in the statement of cash flows.

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2013 AND 2012**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Capital Assets:

Capital assets are recorded at cost and are depreciated over the estimated useful lives of individual assets. Estimated useful life is management's estimate of the length of time that the asset is expected to meet service demands. The straight-line method of depreciation is used based on an estimated useful life of five years.

Compensated Absences:

It is the Authority's policy to permit employees to accumulate an unlimited amount of earned but unused paid time off. Accordingly, the Authority records an accrual for earned but unused paid time off in accordance with GASB Statement No. 16, *Accounting for Compensated Absences*. Accrued but unused paid time off expected to be used within the next fiscal year is recorded as a current liability in the accompanying financial statements. The amount expected to be carried forward to future years is recorded as a non-current liability. See Note 4 for further information.

Reclassifications:

Certain reclassifications have been made to previously reported 2012 amounts to conform to the 2013 presentation. These reclassifications had no effect on previously reported net position.

NOTE 2 - DEPOSITS AND INVESTMENTS

Deposits:

At September 30, 2013, the carrying amount of the Authority's deposits was \$120,002 and the bank balance was \$125,347, which was held by qualified public depositories under Chapter 280, Florida Statutes. Accordingly, these deposits are considered to be fully insured.

Concentration of Credit Risk:

The Authority's investment policy provides that except for U.S. Treasury securities, U.S. Government Agency securities, the Local Government Surplus Funds Trust Fund ("Florida PRIME"), investments insured by the Federal Deposit Insurance Corporation ("FDIC"), and certain money market funds, no more than 6% of the assets of the portfolio may be invested in the securities of any single issuer.

As of September 30, 2013, 18% of the Authority's investments were in the Florida PRIME and the Fund B Surplus Funds Trust Fund, which are exempt from the concentration risk policy, while the remaining 82% of investments were in U.S. Government obligations, mortgage-backed securities and corporate bonds through a custodial account. At September 30, 2013, no assets subject to the concentration risk policy represented 6% or more invested in the securities of any single issuer.

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2013 AND 2012**

NOTE 2 - DEPOSITS AND INVESTMENTS (Continued)

Credit Risk:

The investment of surplus funds and restricted reserve funds is governed by the provisions of Section 218.415, Florida Statutes, and Subsection 16 as to the types of investments that can be made. Pursuant to the provisions of this statute, the Authority has a comprehensive written investment policy which authorizes investments in the following securities:

- (a) Debt Obligations of the U.S. Treasury.
- (b) Government Agency Notes and Bonds.
- (c) Mortgage Backed Securities – U.S. Government Agencies and Federal Instrumentalities (U.S. Government Sponsored Agencies).
- (d) Corporate Bonds (Rated single A or better at time of purchase by at least one nationally recognized statistical rating organization “NRSRO”).
- (e) Commercial paper (Rated A-1/P-1 or better by at least one NRSRO).
- (f) Interest Bearing Time Deposits, Checking and Savings Accounts (from financial institutions qualified under Section 280.02, Florida Statutes, unless exempted therefrom as provided in the Statute).
- (g) Bankers Acceptances (Rated A-1/P-1 or better by at least one NRSRO).
- (h) Taxable Municipal Bonds (Rated single A or better by at least one NRSRO).
- (i) Tax Exempt Municipal Bonds (Rated single A or better by at least one NRSRO).
- (j) Money Market Funds (Rated “AAAm” by Standard & Poor’s or the equivalent by another rating agency), and other forms of investments which qualify under the following definition: Securities of, or other investments in, any open-end or closed-end management-type investment company or investment trust registered under the Investment Company Act of 1940, 15 U.S.C. ss. 80a-1 et seq., as amended from time to time, provided that the portfolio of such investment company or investment trust is limited to obligations of the United States Government or any agency or instrumentality thereof and to repurchase agreements fully collateralized by such United States Government obligations, and provided that such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian.
- (k) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
- (l) Florida PRIME or any governmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, Florida Statutes having a rating of “AAAm” by Standard & Poor’s or the equivalent by another rating agency.
- (m) Investments authorized under Section 218.415 (16) and (17), Florida Statutes, as the same may be amended from time to time, which may not be specifically listed.
- (n) Other investments or securities which may be specifically approved from time to time by action of the Authority at a public meeting.

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2013 AND 2012**

NOTE 2 - DEPOSITS AND INVESTMENTS (Continued)

Credit Risk (Continued):

In November 2007, the State Board of Administration (“SBA”) implemented a temporary freeze on assets held in the Local Government Surplus Funds Trust Fund Investment Pool (“Pool”) due to an unprecedented amount of withdrawals from the Pool coupled with the absence of market liquidity for certain securities within the Pool. The significant amount of withdrawals followed reports that the Pool held asset-backed commercial paper that was subject to sub-prime mortgage risk. In December 2007, based on recommendations from an outside financial advisor, the SBA restructured the Pool into two separate pools. The Florida PRIME consisted of all money market appropriate assets, which was approximately \$12 billion or 86% of Pool assets. Fund B Surplus Funds Trust Fund (“Fund B”) consisted of assets that either had defaulted on a payment, paid more slowly than expected, and/or had any significant credit and liquidity risk, which was approximately \$2 billion or 14% of Pool assets. At the time of restructuring, pool participants had their balances proportionately allocated into the Florida PRIME and Fund B.

Although the Authority’s investment policy does not contain a credit quality rating requirement from a nationally recognized rating agency for the Florida PRIME, Standard and Poor’s Ratings Services assigned its “AAAm” principal stability fund rating to the Florida PRIME as of September 30, 2013. The Florida PRIME is an external 2a7-like investment pool, in which the fair value of the Authority’s position in the pool is the same as the value of the pool shares. Fund B is a fluctuating net asset value (“NAV”) pool, and the fair value factor applied to the cost of investments in Fund B was 1.13262284 as of September 30, 2013. Fund B was not rated by a nationally recognized statistical rating agency as of September 30, 2013.

Participants cannot make additional deposits into, or any withdrawals from, Fund B. Participants in Fund B will receive periodic distributions to the extent that Fund B receives proceeds deemed material by the SBA from (1) the natural maturities of securities, coupon interest collections, or collateral interest and principal pay downs; or (2) the sale of securities, collateral liquidation, or other restructure and workout activities undertaken.

Additional information regarding the Local Government Surplus Funds Trust Fund may be obtained from the State Board of Administration.

The Authority’s investment policy states that a credit quality rating of single A or better from a nationally recognized rating agency is required at the time of purchase for its investments in corporate bonds. Moody’s Investor Services assigned rates ranging from the “Aa2” (Standard & Poor’s equivalent of “AA”) rating to the “A2” (Standard & Poor’s equivalent of “A”) rating to the Authority’s investments in corporate bonds as of September 30, 2013, except for one corporate bond which had its rating lowered to “Baa1” by Moody’s Investor Services subsequent to its purchase.

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2013 AND 2012

NOTE 2 - DEPOSITS AND INVESTMENTS (Continued)

Credit Risk (Continued):

The Authority's investment policy states that a credit quality rating of single "AAAm" by Standard & Poor's or the equivalent is required for its investments in money market funds. Standard & Poor's assigned the rate of "AAAm" to the Authority's investments in money market funds as of September 30, 2013.

Interest Rate Risk:

The Authority's investment policy is structured to ensure appropriate diversification of investments as a means of managing its exposure to fair value losses arising from increasing interest rates.

Investments:

As of September 30, 2013 and 2012, the Authority had the following investments:

Investment	Maturities	2013	2012
Money market funds	Average of less than 60 days	\$ 232,194	\$ 15,465
Local Government Surplus Funds Trust Fund	Average of 44 days	460,565	431,584
Fund B Surplus Funds Trust Fund	Average of 4.04 years	26,783	49,016
Certificate of deposit	Maturity of 2 years	100,000	-
U.S. Government obligations	Average of 1.08 years	670,001	1,132,150
Mortgage-backed securities	Average of 8.53 years	111,725	170,330
Corporate bonds	Average of 1.75 years	1,351,002	1,166,333
		<u>\$ 2,952,270</u>	<u>\$ 2,964,878</u>

NOTE 3 - CAPITAL ASSETS

Changes in capital assets were as follows:

	Beginning Balance	Additions	Disposals	Ending Balance
Office equipment	\$ 18,864	\$ -	\$ -	\$ 18,864
Less accumulated depreciation	(15,273)	(1,484)	-	(16,757)
	<u>\$ 3,591</u>	<u>\$ (1,484)</u>	<u>\$ -</u>	<u>\$ 2,107</u>

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2013 AND 2012

NOTE 4 - COMPENSATED ABSENCES

Compensated absences consist of accumulated unpaid paid time off, which covers personal or family member illness, medical care, bereavement leave, or other personal time off. During the fiscal year, the Authority's employee received a payment for 21 days of accumulated leave in connection with her entering the Florida Retirement System ("FRS") Deferred Retirement Option Program ("DROP"). The one-time annual leave payment was factored into the employee's pension calculations as authorized under FRS regulations. See Note 7 for further information on the Florida Retirement System. Changes in compensated absences were as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Payments</u>	<u>Ending Balance</u>	<u>Current Portion</u>
Compensated absences	\$ 28,602	\$ 13,972	\$ (23,976)	\$ 18,598	\$ 12,784

NOTE 5 - RISK MANAGEMENT

The Authority is exposed to various levels of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The Authority does not carry insurance against these risks. The Authority has implemented a policy that any check drawn on an Authority account in the amount of \$50,000 or more requires the signatures of two authorized signors on the account. The Authority does maintain a crime shield policy that covers the Authority against theft up to \$50,000. The Authority and its Executive Director have implemented financial policies and procedures to establish a system of internal controls, including the engagement of an external certified public accountant who provides extensive financial management services on a continuous basis. The Executive Director has discretionary authority to make purchases for day to day operations in amounts that do not exceed \$2,500, subject to the budget appropriation for the expense category; all other expenditures exceeding that value are pre-approved by the Board prior to payment. There have been no losses for these risks in any of the prior three fiscal years, and the Authority is not aware of any liabilities related to these risks as of September 30, 2013.

NOTE 6 - CONDUIT DEBT OBLIGATIONS

The Authority is a conduit issuer of tax exempt bonds and lease financing transactions (collectively "revenue bonds") to fund capital projects for qualified private sector non-profit health care organizations. As a conduit issuer, the Authority has no obligation to repay the revenue bonds from its general revenues. The Authority undertakes its financing activities pursuant to the provisions of Chapter 154, Part III and Chapter 159, Part II, Florida Statutes. The revenue bonds are limited obligations of the Authority payable only from funds made available by the borrowers under the terms of financing documents for each issue.

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2013 AND 2012**

NOTE 6 - CONDUIT DEBT OBLIGATIONS (Continued)

The Authority has no taxing power and the revenue bonds do not constitute a debt or pledge of the full faith and credit of the Authority, Escambia County, the State of Florida or any political subdivision thereof. Accordingly, the revenue bonds are not reported as liabilities in the accompanying financial statements.

The outstanding balance of conduit debt obligations issued by the Authority was \$322,745,003 and \$374,159,453 at September 30, 2013 and 2012, respectively.

NOTE 7 - PENSION PLANS

The Authority's employee is covered by the Florida Retirement System ("FRS" or "System"), a contributory multiple-employer public employee retirement system. The Authority's employee is included in the class of regular employees, whose participants 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, equal to 1.6% of their average final compensation for each year of credited service (the FRS Pension Plan). Average final compensation is the employee's average salary for the five highest years of salary earned during covered employment. Benefits fully vest on reaching 6 years of credited service. Vested employees may retire before age 62 or 30 years of credited service and receive reduced retirement benefits. Vested employees who reach eligible retirement age may participate in the Deferred Retirement Option Program ("DROP") which allows the employees to effectively retire under the System Retirement Plan while delaying actual retirement for up to 60 months from the date of reaching eligible retirement age. On entering DROP, employees no longer earn retirement service credit, and their pension benefit is calculated as of the date they entered the program. Pension benefits accumulate in the FRS Trust Fund, earning tax-deferred interest, while the employee continues to work for an FRS Employer until the DROP participation period ends. These accumulated benefits are not available to the employee until actual retirement. The System also provides death and disability benefits. Benefits are established by Chapter 121, Florida Statutes.

The System issues a publicly available financial report that includes financial statements and required supplementary information for the System. That report may be obtained by writing to Florida Division of Retirement, 2639 N. Monroe Street, and 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. Employees are required to contribute 3% of monthly gross compensation to their retirement account with the System. For the year ended September 30, 2012 and through June 30, 2013, the Authority's percentage contribution was 5.18%. On July 1, 2013 the Authority's employee entered the DROP which changed the contribution rates. The DROP participation period for the employee ends as of November 30, 2017. The employee was no longer required to make contributions, and the Authority's rate changed to 12.84% due to a substantial increase put into place by the Florida Legislature in an effort to provide for full funding of the Pension Plan's unfunded actuarial liability. The prior year DROP rate was 5.44%. Contributions for the years ended September 30, 2013, 2012, and 2011 were \$9,047, \$5,349, and \$7,083, respectively.

**ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2013 AND 2012**

NOTE 8 - OPERATING LEASE

The Authority leases office space under a new operating lease which commenced on July 1, 2013 and expires on June 30, 2016. Rent expense for the facility lease amounted to \$11,377 and \$11,090 for the years ended September 30, 2013 and 2012, respectively. The minimum future rental payments total \$33,652 through June 30, 2016.

NOTE 9 - RELATED PARTY TRANSACTIONS

A member of the Authority's Board of Directors holds a key position in the local Commercial Services division of a Pensacola based bank used by the Authority for two of its depository accounts. The Authority also maintains an investment account that is handled by the Investment Management and Corporate Trust Services divisions at the bank's corporate headquarters in Alabama. The board member is not affiliated with these Alabama divisions. At September 30, 2013, amounts at this bank totaled approximately \$2,522,000, and were held in checking, money market, and investment accounts.

NOTE 10 - CHARITABLE GRANT PROGRAM

The Authority reinstated its Charitable Grant Program during fiscal year 2013 to improve health care related services to residents of Escambia County, Florida. The Authority designated \$250,000 to fund the Charitable Grant Program over the next five years. During fiscal year 2013, the Authority approved grants to assist the following non-profit organizations: Pace Center for Girls to equip and furnish the health care clinic in their new facility (up to \$10,000) and Health and Hope Clinic to purchase information technology and other equipment for three clinic locations including one new facility (up to \$30,000). During fiscal year 2013, the Authority expensed \$10,758 in funding for these grants. At December 31, 2013, \$29,242 remained available for funding these grants and \$210,000 was available for funding additional grants.

NOTE 11 - NEW ACCOUNTING STANDARD

The GASB has issued Statement No. 68 *Accounting and Financial Reporting for Pensions; an amendment of GASB Statement No. 27*. The Statement requires governmental entities that participate in defined benefit pension plans to report in their statement of net position a net pension liability. The net pension liability is the difference between the total pension liability (the present value of projected benefit payments to employees based on their past service) and the assets (mostly investments reported at fair value) set aside in a trust and restricted to paying benefits to current employees, retirees, and their beneficiaries. The statement also requires employers to present more extensive note disclosures and required supplementary information, including disclosing descriptive information about the types of benefits provided, how contributions to the pension plan are determined, and assumptions and methods used to calculate the pension liability. The provisions in this statement are effective for financial statements for fiscal years beginning after June 15, 2014. The impact of this statement on the Authority's financial statements has not been determined.

**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
Escambia County Health Facilities Authority
Pensacola, Florida

We have audited, 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, the financial statements of Escambia County Health Facilities Authority (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 thereon dated January 29, 2014.

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 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 over financial reporting 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. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting 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 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*.

Purpose of 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 Authority'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.



Pensacola, Florida
January 29, 2014

MANAGEMENT LETTER

Board of Directors
Escambia County Health Facilities Authority
Pensacola, Florida

We have audited the financial statements of Escambia County Health Facilities Authority (the “Authority”) as of and for the fiscal year ended September 30, 2013, and have issued our report thereon dated January 29, 2014.

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. 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 January 29, 2014, 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. The Authority made significant changes in controls during the year ended September 30, 2013 to address Auditor’s Comment 2005-1, found in the preceding auditor’s Report on Internal Control Over Financial Reporting and on Compliance and Other Matters.
- 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.

Board of Directors
Escambia County Health Facilities Authority

- 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 had the following recommendation:

In prior audits we noted a lack of segregation of certain duties due to the small size of the Authority's staff. The Authority made significant efforts during the year ended September 30, 2013 to mitigate risks associated with the segregation of duties issue, including expanding the financial management services of the Authority's external certified public account to provide monthly account reconciliations, payroll distribution and reporting, and additional oversight. We recognize the Authority Board and its staff have implemented financial policies and procedures to establish a system of internal controls designed to deter errors or inappropriate transactions, and detect any such transactions within three weeks of each month's end. Although the Authority has taken the steps it considers practical and effective, the duties of signing checks and entering transactions in the accounting system have not been fully segregated. We recommend these duties be periodically re-evaluated to insure risks are being mitigated to the greatest extent feasible.

- 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 statement 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 the management letter, unless disclosed in the notes to the financial statements. This information is included in the notes to the financial statements. 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 government 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 Authority 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 Authority 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 Authority'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.

Board of Directors
Escambia County Health Facilities Authority

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.

A handwritten signature in cursive script, reading "Saltmarsh Cleveland & Lund".

Pensacola, Florida
January 29, 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-5726

Clerk & Comptroller's Report 9. 5.

BCC Regular Meeting

Consent

Meeting Date: 03/06/2014

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 February 18, 2014;
- B. Approve the Minutes of the Attorney-Client Session held February 18, 2014, at 4:00 p.m.;
- C. Approve the Minutes of the Attorney-Client Session held February 18, 2014, at 3:30 p.m.;
- D. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held February 18, 2014; and
- E. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole (C/W) Workshop held February 13, 2014.

Attachments

February 18, 2014, Agenda Work Session Report

February 13, 2014 CW Workshop Report

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD FEBRUARY 18, 2014
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:01 a.m. – 10:27 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
Larry M. Newsom, Interim County Administrator
Alison Rogers, County Attorney
Doris Harris, Deputy Clerk to the Board
Katie L. Macarthur, Administrative Assistant, County Administrator's Office

1. FOR INFORMATION: The agenda package for the 5:30 p.m., February 18, 2014, Regular Board Meeting was reviewed as follows:
 - A. Katie L. Macarthur and County Attorney Rogers reviewed the agenda cover sheet, and Lamar T. Christenberry provided an update concerning the proposed purchase of property for 4-H, George Hawthorne commented concerning the recent "Magic" Johnson event and future opportunities with "Magic" Johnson, and Becky Azelton presented a certificate to Donald R. Mayo, who won the "most steps" incentive for Escambia County's walkers participating in the "Florida Walks" challenge;
 - B. The Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;
 - C. Horace Jones and County Attorney Rogers reviewed the Growth Management Report;
 - D. Katie L. Macarthur, Keith Wilkins, County Attorney Rogers, Interim County Administrator Newsom, and Amy Lovoy reviewed the County Administrator's Report;
 - E. County Attorney Rogers reviewed the County Attorney's Report; and
 - F. Commissioner Valentino and Commissioner May each reviewed his add-on item.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD FEBRUARY 13, 2014
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:04 a.m. – 11:06 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
Larry Newsom, Interim County Administrator
Alison Rogers, County Attorney
Susan Woolf, General Counsel to the Clerk
Doris Harris, Deputy Clerk to the Board
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

AGENDA NUMBER

1. Call To Order

Chairman May called the Committee of the Whole (C/W) Workshop to order at 9:04 a.m.

2. Was the Meeting Properly Advertised?

The C/W was advised by Doris Harris, Deputy Clerk to the Board, that the Meeting was advertised in the Pensacola News Journal on February 8, 2014, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule February 10-February 14, 2014 – Legal No. 1618736*.

3. Legislative Day

A. Board Discussion – The C/W was advised by Interim County Administrator Newsom that his office/staff is available to assist the Commissioners in preparation for Legislative Day; and

B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

4. 4-H

- A. Board Discussion – The C/W was advised by Commissioner Barry that there are pending contracts for the purchase of two parcels (totaling approximately 108 acres), in the Molino area, for 4-H, and heard his request that Lamar Christenberry, liaison for entities involved in the 4-H issue, be allowed to further update the Board at Agenda Review next Tuesday (*February 18, 2014*); and
- B. Board Direction – None.

5. RESTORE Act Update

- A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *RESTORE Act Update*, presented by Bentina Terry, Chair, Escambia County RESTORE Advisory Committee, and the C/W:
 - (1) Heard a review/update from Ms. Terry of the following RESTORE-related subjects/activities, which are outlined in the PowerPoint Presentation:
 - (a) Local, State, Federal, and Research and Monitoring allocation percentages from the Gulf Coast Restoration Trust Fund;
 - (b) Florida Counties Distribution of Funds;
 - (c) Eligible Activities and Projects;
 - (d) U.S. Treasury Regulations for the Gulf Coast Restoration Trust Fund;
 - (e) General Conditions of RESTORE Act Funding;
 - (f) RESTORE Advisory Committee's Role, Public Input Meetings, and Next Steps; and
 - (g) RESTORE Categories set by the BCC;
 - (2) Heard the request from Commissioner May that the Request for Proposals to hire a RESTORE consultant be brought to the Board for review prior to advertising; and

(Continued on Page 3)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

5. Continued...

- (3) Heard the request from Commissioner Robertson that the Board be informed of all RESTORE Act-related meetings; and

B. Board Direction – None.

Speaker(s):

Bill Williams

6. 9 Mile Road PD&E Study

- A. Board Discussion – The C/W was advised by Commissioner May that this item has been dropped from the agenda; and

B. Board Direction – None.

7. Project Stallion

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

(1) Was advised by Ms. Lovoy that:

- (a) The City of Pensacola (City) is requesting \$8 million from the County to fill the local financing gap for Project Stallion;
- (b) The City is proposing to repay the County a total of \$3.2 million by December 31, 2019, pursuant to a mutually acceptable Interlocal Agreement, by which the City will pledge certain available revenue sources (e.g., Communication Services Tax, Electric Franchise Fee, or ESP revenues), and the remaining \$4.8 million would be an investment by the County;
- (c) The company (ST Aerospace) will be entering into a lease agreement with the City, which will contain certain performance benchmarks and job guarantees, including provisions for a payback from the company for each job below the required 300 each year;

(Continued on Page 4)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

7. Continued...

A. Continued...

(1) Continued...

- (d) The County's investment (of \$4.8 million) will be used to build a hangar and related infrastructure at Pensacola International Airport; furthermore, 36 months from the date the Project is completed, the City will promise to repay the County \$4,068 per job, per year, for seven years (through the term of the lease agreement), for each job below the required 300; and
 - (e) The Pensacola City Council is expected to hear this Presentation tonight at its meeting;
- (2) Heard comments from Commissioner Valentino, who advised that he supports all aspects of the PowerPoint Presentation, with no changes;
 - (3) Heard Commissioner May request that a long-term strategic plan for how to develop employable skills, workforce readiness, and job creation be established as the Project moves forward;
 - (4) Heard comments from Commissioner Robinson, who advised that Project Stallion is a priority for District 4, as \$800,000 of the District's LOST (Local Option Sales Tax) monies is being contributed to the Project, and expressed his support for the conditions outlined in the PowerPoint Presentation;
 - (5) Heard comments from Commissioner Barry, who requested that language identifying the City's funding source to pay back the loan (\$3.2 million), be included in the Interlocal Agreement between the City and the County; and
 - (6) Agreed to allow staff to move forward with drafting the Interlocal Agreement between the City and the County; and

B. Board Direction – None.

Speaker(s):

Gerald Wingate
Colleen Castille
Richard Barker, Jr.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

8. Recommendation Concerning the West Florida Public Library Board of Governance Bylaws

Recommendation: That the Board approve the Bylaws established by the West Florida Library Board of Governance (BOG); Resolution Number R2013-17 established the West Florida Public Library Board of Governance on January 22, 2013; Section 17, Bylaws, states that the "Board of Governance shall adopt appropriate bylaws consistent with the provisions of the Agreement"; on November 20, 2013, the BOG approved the proposed Bylaws for adoption; the Bylaws were reviewed and approved by the County's Legal Office on December 3, 2013.

No Action Taken; the C/W agreed to approve the Bylaws, as presented

Speaker(s):

Darlene Howell

(COMMISSIONER ROBERTSON WAS ABSENT DURING DISCUSSION OF THIS ITEM)

9. Process to Name a Replacement to the West Florida Public Library Board of Governance to Complete the Remaining Term of Rodney Kendig

- A. Board Discussion – The C/W heard the request from Darlene Howell, Library Administrator, for Board direction regarding naming a replacement to the West Florida Public Library Board of Governance to complete the remaining term of Rodney Kendig, and agreed to open the appointment up to the public; and
- B. Board Direction – None.

(COMMISSIONER ROBERTSON WAS ABSENT DURING DISCUSSION OF THIS ITEM)

10. Adjourn

Chairman May declared the C/W Workshop adjourned at 11:06 a.m.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5729

Growth Management Report 9. 1.

BCC Regular Meeting

Meeting Date: 03/06/2014

Issue: Review of the Rezoning Cases heard by the Planning Board on February 4, 2014, January 9, 2012 and March 12, 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 February 4, 2014, January 9, 2012 and March 12, 2012

That the Board take the following action concerning the rezoning cases heard by the Planning Board on February 4, 2014, January 9, 2012 and March 12, 2012:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2014-01, Z-2014-02 and Z-2012-01 or remand the cases back to the Planning Board; and
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. Case No.: Z-2014-01

Address: 400 S Fairfield Dr
Property Reference No.: 20-2S-31-3101-000-003
Property Size: 0.36 (+/-) acres
From: R-1, Single-Family District, Low Density (4 du/acre)
To: R-6, Neighborhood Commercial and Residential District,
(cumulative) High Density (25 du/acre)
FLU Category: MU-S, Mixed-Use Suburban
Commissioner District: 1
Requested by: Lisa Sharp, Agent for Hasham Yousef, Owner
Planning Board: Approval
Recommendation:
Speakers: Lisa Sharp, Howard Noel

2. Case No.: Z-2014-02

Address: 8400 Cove Ave
Property Reference: 10-1S-30-1101-090-006
Property Size: 1.26 (+/-) acres

From: R-3, One-Family and Two-Family District, (cumulative) Medium Density (10 du/acre)
To: R-5, Urban Residential/Limited Office District, (cumulative) High Density (20 du/acre)
FLU Category: MU-U, Mixed-Use Urban
Commissioner District: 3
Requested by: Wiley C. "Buddy" Page, Agent for Amy Bloodsworth Mims, Owner
Planning Board Approval
Recommendation:
Speakers: Buddy Page, Kathleen Robinson, Trisha Pohlmann

3. Case No.: Z-2012-01

Address: 9869 N Loop Rd
Property Reference: 13-3S-31-7101-000-001 and 14-3S-31-2101-000-000
Property Size: 43.4 (+/-) acres
From: R-R, Rural Residential District (cumulative) Low Density
To: AMU-2, Airfield Mixed Use-2 District (cumulative to AMU-1 only)
FLU Category: MU-S, Mixed-Use Suburban
Commissioner District: 2
Requested by: Jesse W. Rigby, Agent for James Hinson, Jr., Owner
Planning Board Denial
Recommendation:
Speakers: Jesse W. Rigby, John Roberts, Jeff Sauer, Brenda Sauer, James Hinson, Kurt Burge

BACKGROUND:

The above cases were owner initiated and heard at the February 4, 2014, January 9, 2012 and March 12, 2012 Planning Board meetings. 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 requested by the applicant and advertised. The review shall be limited to the record below. Only a party of record to the proceedings before the Planning Board or representative shall be afforded the right to address the Board of County Commissioners and only as to the correctness of the findings of fact or conclusions of law as based on the record. The Board of County Commissioners shall not hear testimony."

To further the County's policy of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board recommended order and the LDC Map Amendment for this month's rezoning cases. This report

item addresses only the review and upholding of the Planning Board's recommendation. The next report item will address the Public Hearing for the LDC Zoning Map Amendment.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Z-2014-01

Z-2014-02

Z-2012-01

Z-2014-01

PLANNING BOARD REZONING HEARINGS - FEBRUARY 4, 2014

<p>9</p> <p>1 passes 4/0.</p> <p>2 (The motion passed unanimously.)</p> <p>3 MR. TATE: The rezoning hearing package</p> <p>4 with staff's Findings-of-Fact and the legal</p> <p>08:43AM 5 advertisement will be marked and included in</p> <p>6 the record as Composite Exhibit A for all of</p> <p>7 today's cases.</p> <p>8 (Composite Exhibit A. Rezoning Hearing</p> <p>9 Package with Staff's Findings-of-Fact and</p> <p>10 Legal Advertisements were identified and</p> <p>11 admitted.)</p> <p>12 MR. TATE: There are two cases to be heard</p> <p>13 today.</p> <p>14 (Transcript continues on Page 10.)</p> <p>15 * * *</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>	<p>11</p> <p>1 MR. TATE: No to all.</p> <p>2 MS. DAVIS: No to all the above.</p> <p>3 MR. WINGATE: I have visited the site and</p> <p>4 am familiar with the site, and no</p> <p>08:44AM 5 communication with the staff.</p> <p>6 MR. TATE: Staff, was notice of the</p> <p>7 hearing sent to all interested parties?</p> <p>8 MS. MALLORY: Yes, it was.</p> <p>9 MR. TATE: Was notice of the hearing</p> <p>08:44AM 10 posted on the subject property?</p> <p>11 MS. MALLORY: Yes, it was.</p> <p>12 MR. TATE: Staff will now present the maps</p> <p>13 and photographs for Case Z-2014-01.</p> <p>14 (Presentation of Maps and Photographs.)</p> <p>08:44AM 15 MR. LEMOS: Good morning. Juan Lemos,</p> <p>16 Escambia County Planner. Once again, this is</p> <p>17 Rezoning Case Z-2014-01, 400 South Fairfield</p> <p>18 Drive. These are the locational criteria maps</p> <p>19 for the parcel in question. This is our</p> <p>08:45AM 20 zoning map, 500-foot buffer, which shows the</p> <p>21 zoning of property as R-1. This is the Future</p> <p>22 Land Use Map for the property with the</p> <p>23 surrounding Mixed Use Suburban mostly with</p> <p>24 some Mixed Use Suburban to the south. This is</p> <p>08:45AM 25 our existing land use for the property and the</p> <p>850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>
<p>10</p> <p>1 * * *</p> <p>2 <u>CASE NO: Z-2014-01</u></p> <p>3 Applicant: Lisa Sharp, Agent for Hasham Yousef</p> <p>4 Address: 400 South Fairfield Drive</p> <p>5 From: R-1, Single-Family District,</p> <p>6 Low Density, (4 du/acre)</p> <p>7 To: R-6, Neighborhood Commercial and</p> <p>8 Residential District, (cumulative)</p> <p>9 High Density, (25 du/acre)</p> <p>08:43AM 10</p> <p>11 MR. TATE: The first case is Rezoning Case</p> <p>12 Number Z-2014-01, which requests the rezoning</p> <p>13 of property from R-1 to R-6, as requested by</p> <p>14 Lisa Sharp, agent.</p> <p>08:43AM 15 Members of the Board, has there been any</p> <p>16 ex parte communications between you and the</p> <p>17 applicant, the applicant's agents, attorneys</p> <p>18 or witnesses, with fellow Planning Board</p> <p>19 members or anyone from the general public</p> <p>08:44AM 20 prior to these hearings? Have you gone and</p> <p>21 visited the subject property? Please also</p> <p>22 disclose if you are a relative or business</p> <p>23 associate of the applicant or the applicant's</p> <p>24 agent.</p> <p>08:44AM 25 MS. ORAM: No to all.</p> <p>MR. GOODLOE: No to ex parte, but I have</p> <p>visited the site.</p> <p>850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>	<p>12</p> <p>1 500-foot surrounding property. This is an</p> <p>2 aerial photograph of the existing site.</p> <p>3 This is our public hearing sign posted on</p> <p>4 the site. We are looking east along</p> <p>08:45AM 5 Mier Henry to the south. That's looking</p> <p>6 toward the rear of the parcel in question.</p> <p>7 This is looking north along Fairfield Drive.</p> <p>8 Looking north between the site and the</p> <p>9 adjacent rear parcel from Mier Henry Road.</p> <p>08:46AM 10 This is looking north of the adjacent parcel</p> <p>11 from across Fairfield Drive. This is looking</p> <p>12 northwest across Fairfield to the existing</p> <p>13 Medical Center. Looking south across from</p> <p>14 Fairfield. Looking southeast, once again,</p> <p>08:46AM 15 across from Fairfield Drive. This is looking</p> <p>16 to the southwest from the existing site.</p> <p>17 Looking west across from Fairfield onto the</p> <p>18 actual site. These are our 500-foot radius</p> <p>19 maps for the mailings and this is the actual</p> <p>08:46AM 20 mailing list for the 500-foot.</p> <p>21 That concludes the presentation.</p> <p>22 MR. TATE: Thank you.</p> <p>23 Would the applicant or their</p> <p>24 representative please come forward? Good</p> <p>08:46AM 25 morning. Would you please swear the witness.</p> <p>850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM</p>

PLANNING BOARD REZONING HEARINGS - FEBRUARY 4, 2014

13

1 (Lisa Sharp sworn.)

2 MR. TATE: Would you please state your

3 full name and address for the record.

4 MS. SHARP: Lisa Sharp. My business

08:47AM 5 address is 4475 Bayou Boulevard.

6 MR. TATE: Thank you. Have you received a

7 copy of the rezoning hearing package with

8 staff's Findings-of-Fact?

9 MS. SHARP: I do not believe I have.

08:47AM 10 MR. TATE: Staff.

11 (Staff hands document to witness.)

12 MR. TATE: I'm going to ask you a question

13 about that in just a moment, so I'll give you

14 a moment to review it.

08:47AM 15 Do you understand that you have the burden

16 of providing by substantial competent evidence

17 that the proposed rezoning is consistent with

18 the Comprehensive Plan, furthers the goals,

19 objectives and policies of the Comprehensive

08:48AM 20 Plan and is not in conflict with any portion

21 of the Land Development Code?

22 MS. SHARP: Yes.

23 MR. TATE: Could you just review that

24 quickly? I think what I'm asking for or going

08:48AM 25 to ask you is whether or not you're in

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14

1 agreement with staff's Findings-of-Fact.

2 MS. SHARP: Okay. (Reviewing document.)

3 Yes, I'm in agreement.

4 MR. TATE: I have a question for one

08:49AM 5 person who signed up to speak. Mr. Noel, on

6 the form that you filled out you indicated

7 that you just would like to be notified of any

8 further action related to this. I'm wondering

9 or asking are you planning to speak at today's

08:49AM 10 meeting?

11 MR. NOEL: Yes, I will.

12 MR. TATE: Thank you.

13 Ms. Sharp, would you please present your

14 case to our Board?

08:49AM 15 MS. SHARP: Sure. We're here just because

16 of an unfortunate situation. This was a

17 foreclosure. This property originally was

18 built by Circle K back in, I believe it was,

19 1985, so this has always been a commercial

08:50AM 20 property. It had a grandfathered clause for

21 commercial up until recently when it went

22 through a foreclosure.

23 The purpose of coming in now we've just

24 gotten an investor that's purchased the

08:50AM 25 property. He would like to bring that back to

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15

1 a convenience store and in order to do that we

2 needed the R-6 zoning, which is consistent

3 with what it's been in the past. Outside of a

4 convenience store, this parcel was also used

08:50AM 5 as a retail/office for what was called Laser

6 Tech which was the most recent tenant.

7 So like I said, it's been consistent all

8 these years. It's just in an unfortunate

9 situation it went through a foreclosure and

08:50AM 10 now we're having to come back here.

11 MR. TATE: Do you have anything else?

12 MS. SHARP: No, sir.

13 MR. TATE: Staff, will you go ahead with

14 your presentation?

15 (Presentation by Juan Lemos, previously

16 sworn.)

17 MR. LEMOS: Yes, sir. Once again, Juan

18 Lemos, Escambia County Planner. This is

19 Rezoning Case 2014-01.

08:51AM 20 Under Criterion (1), the proposed

21 amendment to R-6 is consistent with the intent

22 and the purpose of the Future Land Use

23 category Mixed Use Suburban as is stated in

24 Comprehensive Plan Policy FLU 1.3.1. The

08:51AM 25 Mixed Use Suburban category does allow for

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16

1 residential uses. Also, the densities and

2 allowed uses are compatible with those

3 provided for the Future Land Use categories.

4 The proposed amendment is consistent with the

08:51AM 5 intent of CPP 1.5.3., as it does promote the

6 efficient use of the existing roads and the

7 established utilities and infrastructure.

8 Should the amendment be approved, the

9 buffering requirements stated in CPP

10 FLU 1.1.9 will be reviewed at the time the

11 project is submitted for Site Plan Review.

12 Under Criterion (2), the proposed

13 amendment **can be** consistent with the intent

14 and purpose of the Land Development Code.

15 Based on staff's research, the existing

16 structure has housed a variety of

17 neighborhood commercial uses since the 1980s.

18 Furthermore, the R-6 district is intended to

19 provide for a mixed use area of residential,

20 office, professional and certain types of

21 neighborhood convenience shopping, retail

22 sales and services which permit a reasonable

23 use of property, while preventing the

24 development of blight or slum conditions. The

25 parcel does meet the Land Development Code,

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PLANNING BOARD REZONING HEARINGS - FEBRUARY 4, 2014

17		19	
1	Neighborhood-Commercial locational criteria,	1	found no changed conditions that would impact
2	as stated in Land Development Code	2	the amendment or property.
3	7.20.04.C.2. The site is situated on an	3	Criterion (5), according to the National
4	arterial roadway within one-quarter of a mile	4	Wetland Inventory, wetlands and hydric soils
5	from a traffic generator clinic located to the	08:54AM 5	were not indicated on the subject property.
6	west, immediately across Fairfield road. If	6	When applicable, further review during the
7	approved, the proposed amendment would rectify	7	site plan review process will be necessary to
8	the current legal, nonconforming use of the	8	determine if there would be any significant
9	parcel.	9	adverse impacts on the natural environment.
08:53AM 10	Under Criterion (3), the proposed	08:54AM 10	Under Criterion (6), the proposed
11	amendment is compatible with the surrounding	11	amendment would result in a logical and
12	and existing uses in the area. Within the	12	orderly development pattern by promoting
13	500-foot radius impact area, staff observed	13	compatible infill development and the
14	properties with zoning districts C-2, R-6,	14	separation of urban and suburban land uses.
15	R-5, R-4, R-2 and R-1. The range and span of	15	The location has historically been used to
16	zoning districts found within the 500-foot	16	provide neighborhood commercial services to
17	radius clearly indicates the transitional	17	the area. Fairfield Drive serves as a
18	characteristics of this area. There are 24	18	North-South arterial traffic connector between
19	single-family residences, six vacant	19	Highway 98 and Lillian Highway, which are
20	residential, two churches, one professional	20	heavy commercial intersections. Based on the
21	medical building and one parcel owned by the	21	analysis of the current zoning map and the
22	County.	22	existing land uses, it's staff's opinion that
23	(Mr. Woodward enters.)	23	the neighborhood commercial nature of the
24	MR. TATE: Hold on for just one moment. I	24	parcel is in line with the development
25	would just like to acknowledge the arrival of	25	patterns of the area.
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18		20	
1	another Board member. Mr. Woodward, I'm going	1	That concludes the staff presentation.
2	to ask that you sit out this.	2	MR. TATE: Thank you. Do you have any
3	MR. WOODWARD: I'm going to listen,	3	questions or examination -- would you like to
4	though.	4	examine their --
5	MR. TATE: Listen in and then the next one	08:55AM 5	MS. SHARP: No.
6	you'll come in as a voting member. Thank you.	6	MR. TATE: We will go ahead and move on to
7	MR. LEMOS: The existing pattern of	7	the public presentation portion of this
8	development towards Highway 98 to the south,	8	hearing.
9	includes various multifamily developments and	9	For those members of the public who wish
10	a warehouse distribution facility. The	08:55AM 10	to speak on this matter please note that the
11	nearest commercial, C-2, zoning is within 250	11	Planning Board bases its decisions on the
12	feet of the existing site. By definition,	12	criteria and exceptions described in Section
13	Fairfield Drive is an arterial level of	13	2.08.02.B of the Escambia County Land
14	service roadway, providing connections between	14	Development Code. During its deliberations,
15	major activity centers in that area of the	08:55AM 15	the Planning Board will not consider general
16	county.	16	statements of support or opposition.
17	MR. TATE: Just one moment. I would just	17	Accordingly, please limit your testimony to
18	like to acknowledge arrival of another Board	18	the criteria and exceptions described in
19	member, Mr. Woodward. I'm going to ask that	19	Section 2.08.02.D, and that is those that you
08:53AM 20	you sit out this.	08:56AM 20	find in front of you on the board, the
21	MR. WOODWARD: I'm going to listen,	21	criteria there.
22	though.	22	Please also note that only those
23	MR. TATE: Listen in and then the next one	23	individuals who are present and give testimony
24	come in as a voting member.	24	on the record at this hearing before the
08:53AM 25	MR. LEMOS: Under Criterion (4), the staff	08:56AM 25	Planning Board will be allowed to speak at the
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PLANNING BOARD REZONING HEARINGS - FEBRUARY 4, 2014

21		23	
1	subsequent hearing before the Board of County Commissioners.	1	are we saying, that if it is approved because
2		2	of the former occupation and the fact that it
3	I have at this point received a request	3	was grandfathered in for a number of years, it
4	from one member of the audience that would	4	sounds like 25 or 24 years, that it's
08:56AM 5	like to speak on this. If there's anybody	08:59AM 5	effectively consistent once it goes through;
6	else, you need to go ahead and get this turned	6	is that what we're saying?
7	in to us right away.	7	MR. LEMOS: Yes, ma'am. That's basically
8	Mr. Noel, could you please come forward?	8	it. We just want to make sure if approved the
9	Would you please state your full name and	9	proposed amendment will rectify the current
08:56AM 10	address for the record and be sworn in?	08:59AM 10	legal nonconforming parcel. Once again, as
11	MR. NOEL: My name is Howard Noel. I live	11	the staff here, once they reach the 365-day
12	at 8024 Templeton Road, which is within	12	mark, basically we have no recourse but to
13	500 feet of this property.	13	come for rezoning. If they would have
14	(Howard Noel sworn.)	14	continued the use for the 364 day, we wouldn't
08:57AM 15	MR. NOEL: I would like to speak in	08:59AM 15	be here right now.
16	opposition of the rezoning.	16	MR. TATE: Anything else?
17	MS. DAVIS: Please speak into the mike.	17	MS. DAVIS: Thank you.
18	We can't hear you.	18	MR. TATE: Is there anything further from
19	MR. NOEL: I'm in opposition to this	19	the applicant?
08:57AM 20	rezoning because I don't think it's compatible	08:59AM 20	MS. SHARP: No, sir.
21	with the adjacent uses. The street of	21	MR. TATE: I would like to ask staff could
22	Templeton Road is approximately 40 homes,	22	you go to the zoning map for me, please?
23	single-family homes, and I feel that the	23	MR. LEMOS: Yes.
24	rezoning of this property to R-6 would result	24	MR. TATE: I need another look at it. So
08:57AM 25	in rezoning creep of adjacent property owners	09:00AM 25	we already have R-6 within 500 feet, C-2, R-4,
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22		24	
1	using this as justification or rezoning their	1	and that is where the transitional element of
2	properties along Mier Henry.	2	R-6 is.
3	I question the use of -- the intended use	3	MR. JONES: Absolutely. You see what you
4	of this property since two previous	4	have are sporadic zoning categories that are
08:57AM 5	convenience stores on that same property have	09:00AM 5	within that 500 feet vicinity and that's why
6	failed financially. There is now increase	6	staff made its recommendation that basically
7	competition. Within two blocks there is a	7	with all of those uses along South Fairfield
8	Circle K nearby. I don't think this is a	8	it basically would be a logical fit for that
9	practical use for this property and I fear	9	zoning category within that radius of that
08:58AM 10	rezoning creep as a result of rezoning this	09:00AM 10	property.
11	single property. So I'm in opposition to	11	MR. GOODLOE: Mr. Chairman, if we could
12	that.	12	get the staff to put up what's allowed in R-6.
13	MR. TATE: Thank you, Mr. Noel. Are there	13	MR. JONES: Yes. While they're doing
14	any other members of the public who wish to	14	that, R-6 basically is like a neighborhood
08:58AM 15	speak on this matter? If not, I will now	09:01AM 15	commercial type zoning district where the uses
16	close the public comment portion of this	16	are not that intense. That commercial in a
17	hearing.	17	neighborhood can live in close proximity to
18	Board members, do you have any questions	18	one another because of the R-6 allowable uses
19	for the applicant, staff or members of the	19	within the R-6 category. It's a transition
08:58AM 20	public?	09:01AM 20	zone basically.
21	MS. DAVIS: I do for the staff.	21	MR. TATE: Anything in the prior zones
22	MR. TATE: Go ahead.	22	also can be done.
23	MS. DAVIS: Under Criterion (2), we went	23	MR. JONES: Absolutely.
24	through this, I think, about a month ago.	24	MR. TATE: Can you go back to the
08:58AM 25	Your comment "can be consistent", now, what	09:02AM 25	conditional uses?
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PLANNING BOARD REZONING HEARINGS - FEBRUARY 4, 2014

25

1 (Complies.)

2 MR. TATE: Do any other members of the

3 Board have any question or need to see any

4 other information?

09:02AM 5 If there are no further questions or

6 comments, the Chair will entertain a motion.

7 (Motion by Mr. Goodloe.)

8 MR. GOODLOE: A motion, Mr. Chairman.

9 MR. TATE: Please.

09:02AM 10 MR. GOODLOE: **I move we recommend approval**

11 **of the rezoning application from R-1 to R-6 to**

12 **the Board of County Commissioners and adopt**

13 **the Findings-of-Fact provided in the rezoning**

14 **hearing package.**

09:02AM 15 MR. WINGATE: Second.

16 MR. TATE: We have a motion and a second.

17 All those in favor, please signify by raising

18 your right hand.

19 (Board members vote.)

09:03AM 20 MR. TATE: Thank you. The motion passes.

21 (The motion passed unanimously.)

22 MR. WOODWARD: Mr. Chair, let the record

23 reflect that I totally abstained.

24 (Conclusion of Case Z-2014-01. The

25 transcript continues on Page 26.)

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26

1 * * *

2 CASE NO: Z-2014-02

3 Applicant: Wiley C. "Buddy" Page, Agent

4 for Amy Bloodsworth Mims

5 Address: 8400 Cove Avenue

6 From: **VOID** R-3, One-Family and Two-Family District,

7 (cumulative) Medium Density (10 du/acre)

8 To: R-5, Urban Residential/Limited Office

9 District, (cumulative)

10 High Density (20 du/acre.)

09:03AM 11 MR. TATE: Thank you. Please let the

12 record reflect as we enter into our next

13 rezoning case that there are five members

14 present and we do have a quorum.

09:04AM 15 We have a question real quick before we

16 enter into this case. She's going to have to

17 leave at 9:30. We may or may not be out of

18 this. We have a quorum at this point without

19 her.

09:04AM 20 MR. ROSS: That's correct.

21 MR. TATE: So would it be best for her not

22 to participate or participate while she's

23 here?

09:04AM 24 MR. ROSS: I think Ms. Davis can certainly

25 participate up to the point she has to leave.

We might get done fairly quickly. We don't

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27

1 know. Really, I think, a lot of that comes in

2 if for some reason this was remanded back and

3 you did not participate in the vote we might

4 have an issue, but certainly I think you can

09:04AM 5 participate up to that point.

6 MR. TATE: She's done that to us once.

7 The second rezoning application for

8 consideration today is Case Number Z-2014-02,

9 which requests rezoning of 8400 Cove Avenue

09:04AM 10 from R-3, One-Family and Two-Family District,

11 to R-5, Urban Residential Limited Office

12 District.

13 Planning Board members. I'm going to ask

14 you again if you have visited the site, have

09:05AM 15 you talked with any of the staff or with any

16 other Planning Board members? Please also

17 disclose if you are a relative or business

18 associate of the applicant or the applicant's

19 agent.

09:05AM 20 We'll go ahead and start again with the

21 Navy.

22 MS. ORAM: No to all from the Navy.

23 MR. GOODLOE: No to all.

24 MR. WOODWARD: No to all.

09:05AM 25 MR. TATE: No to all.

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28

1 MS. DAVIS: No to all.

2 MR. WINGATE: I did visit the site.

3 MR. TATE: Staff, was notice of the

4 hearing sent to all interested parties?

09:05AM 5 MS. MALLORY: Yes, it was.

6 MR. TATE: We start off the hearing

7 posted on the subject of the hearing.

8 MS. MALLORY: Yes, sir, it was.

9 MR. TATE: We will now have staff present

09:05AM 10 the maps and photographs for Case Z-2014-02.

11 (Presentation of Maps and Photographs.)

12 MR. HOLMER: Yes, sir, once again, this is

13 Rezoning Case Z-2014-02, 8400 Cove Avenue.

14 This is the location map. This is the

09:06AM 15 500-foot radius map showing the zoning

16 currently on the site as R-3. You do see a

17 mixture of zoning on the south of Detroit.

18 This is our Mixed Use Urban. This is the

19 Future Land Use. On these maps you see where

09:06AM 20 Eight Mile Creek crosses the property from the

21 northeast to the southwest. The existing land

22 use map of the area and aerial map of the

23 site.

24 MR. TATE: That's all you have?

09:06AM 25 MR. HOLMER: Yes, sir.

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Planning Board-Rezoning

5. A.

Meeting Date: 02/04/2014
CASE : Z-2014-01
APPLICANT: Lisa Sharp, Agent for Hasham Yousef
ADDRESS: 400 S Fairfield Dr
PROPERTY REF. NO.: 20-2S-31-3101-000-003
MU-S, Mixed-Use
FUTURE LAND USE: Suburban
DISTRICT: 1
OVERLAY DISTRICT: NA
BCC MEETING DATE: 03/06/2014

SUBMISSION DATA:

REQUESTED REZONING:

FROM: R-1, Single-Family District, Low Density (4 du/acre)

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

RELEVANT AUTHORITY:

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

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

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

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

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Suburban (MU-S) category provides 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 and Public and Civic uses. The maximum residential density is 10 dwelling units per acre. The non-residential maximum intensity is 1.0 Floor Area Ratio (FAR).

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

FINDINGS

The proposed amendment to R-6 **is consistent** with the intent and purpose of Future Land Use category MU-S, as stated in CPP FLU 1.3.1. The Mixed-Use Suburban category does allow for non-residential uses. Also, the densities and allowed uses are compatible to those provided for in the FLU category. The proposed amendment is consistent with the intent of CPP 1.5.3. as it does promote the efficient use of the existing roads and the established utilities and infrastructure. Should the amendment be approved, the buffering requirements stated in CPP FLU 1.1.9 will be reviewed at the time the project is submitted for Site Plan Review.

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 **can be** consistent with the intent and purpose of the Land Development Code. Based on staff's research, the existing structure has housed a variety of neighborhood commercial uses since the 1980s. Furthermore, the R-6 district is intended to provide for a mixed use area of residential, office, professional and certain types of neighborhood convenience shopping, retail sales and services which permit a reasonable use of property, while preventing the development of blight or slum conditions. The parcel does meet the Land Development Code, Neighborhood-Commercial locational criteria, as stated in 7.20.04.C. 2. The site is situated on an arterial roadway within a one-quarter of a mile from a traffic generator clinic located to the West, immediately across Fairfield road. If approved, the proposed amendment would rectify the current legal, non-conforming use of the parcel.

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, R-6, R-5, R-4, R-2 and R-1. The range and span of zoning districts found within the 500' radius clearly indicates the transitional characteristics of this area. There are 24 single-family residences, 6 vacant residential, 2 churches, 1 professional medical building and 1 parcel owned by the County. The

existing pattern of development towards Hwy 98 to the South, includes various multi-family developments and a warehouse distribution facility. The nearest commercial, C-2, zoning is within 250 feet of the existing site. By definition, Fairfield Drive is an arterial level of service roadway, providing connections between major activity centers in that area of the County.

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.

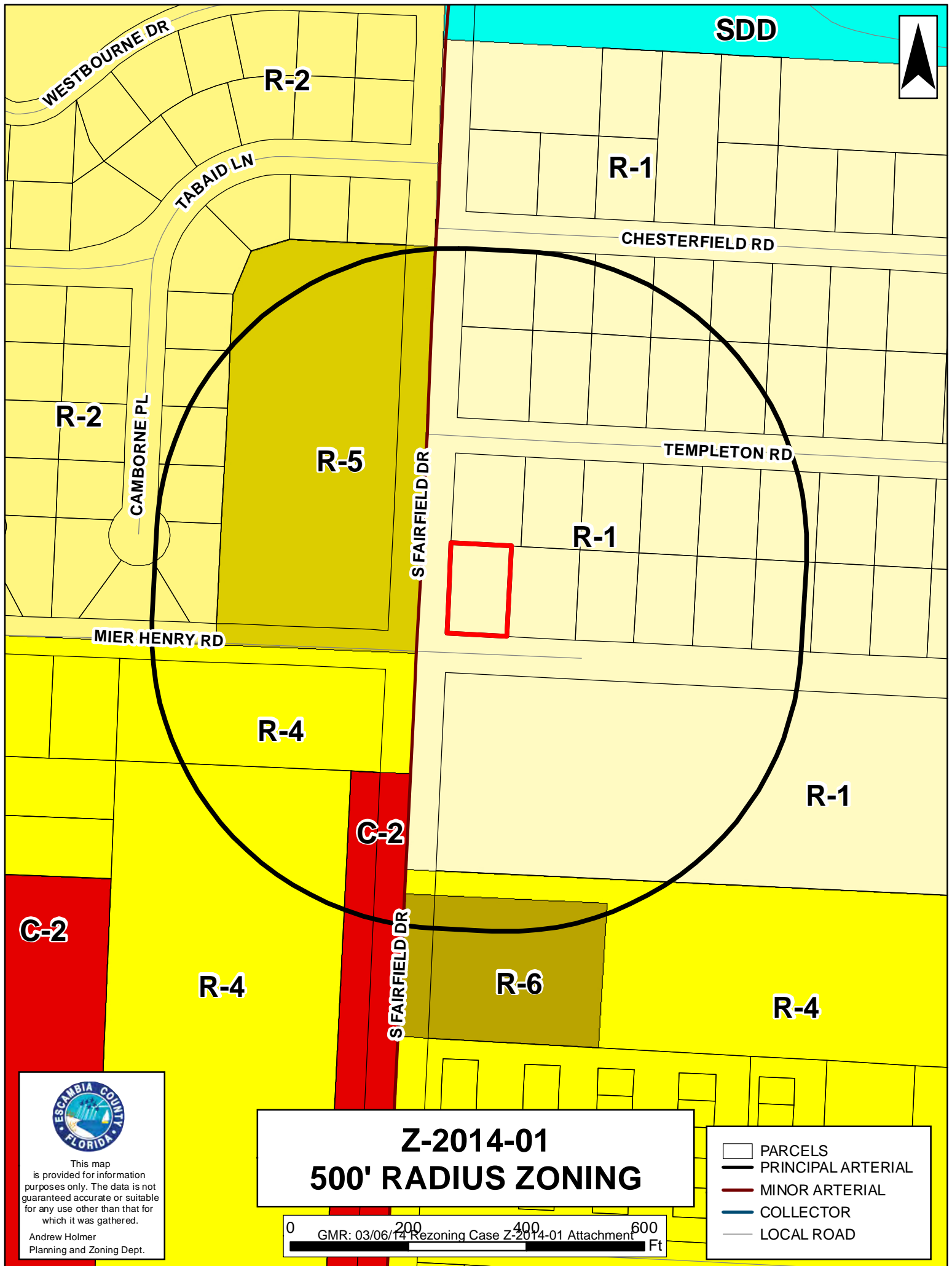
Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

FINDINGS

The proposed amendment **would** result in a logical and orderly development pattern by promoting compatible infill development and the separation of urban and suburban land uses. The location has historically been used to provide neighborhood commercial services to the area. Fairfield Drive serves as a North-South arterial traffic connector between Highway 98 and Lillian Highway, which are heavy commercial intersections. Based on the analysis of the current zoning map and the existing land uses, it's staff's opinion, that the neighborhood commercial nature of the parcel is in line with the development patterns of the area.

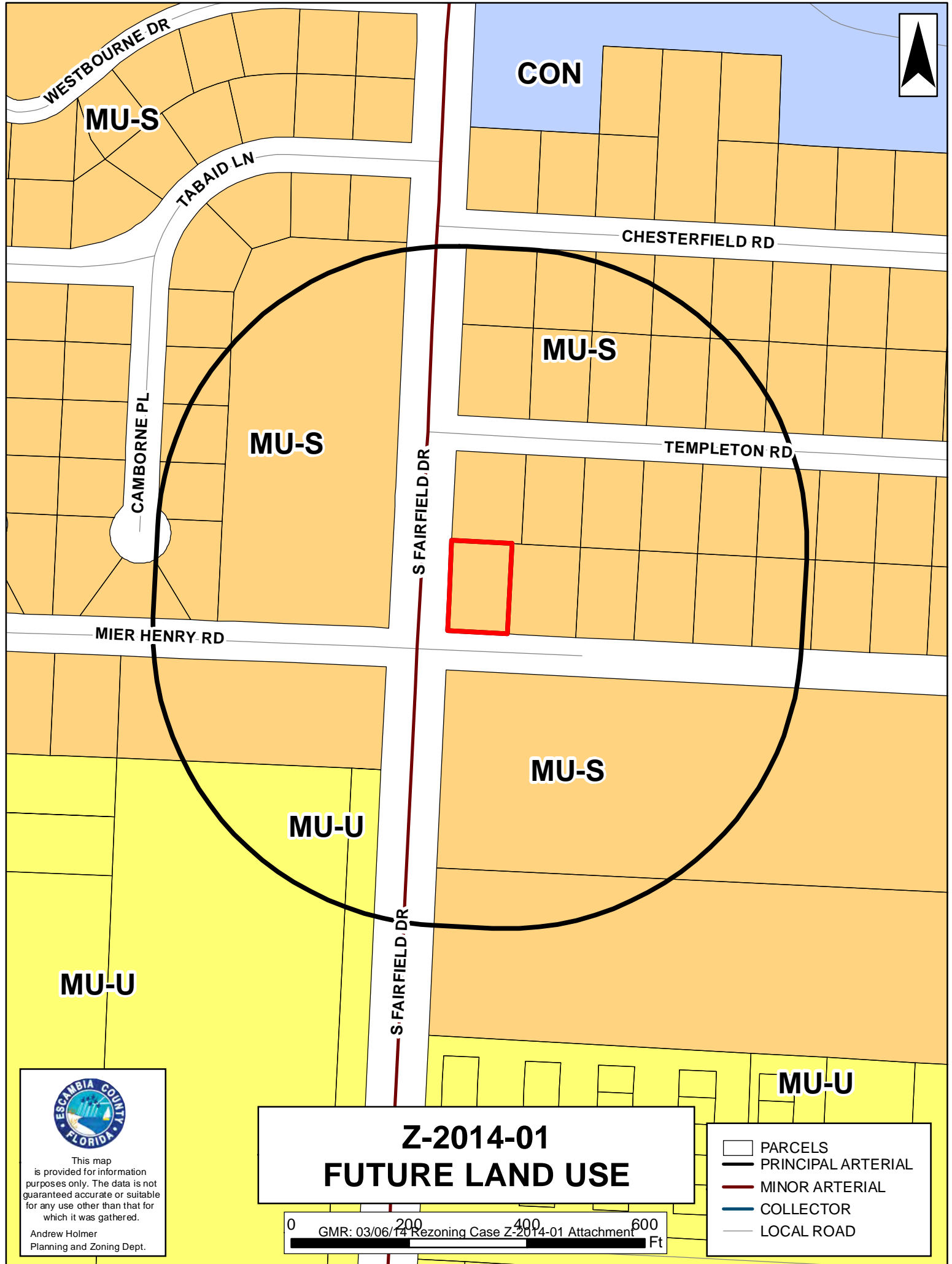
Attachments


Z-2014-01



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Andrew Holmer
Planning and Zoning Dept.










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Andrew Holmer
Planning and Zoning Dept.

Z-2014-01

FUTURE LAND USE

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

0200400600

GMR: 03/06/14 Rezoning Case Z-2014-01 Attachment

Ft



S FAIRFIELD DR

MIER HENRY RD



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Andrew Holmer
Planning and Zoning Dept.

Z-2014-01 AERIAL MAP

0 50 100 150
GMR: 03/06/14 Rezoning Case Z-2014-01 Attachment Ft

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



NOTICE OF PUBLIC HEARING REZONING

CASE NO.: Z-2014-01

CURRENT ZONING: R-2 PROPOSED ZONING: R-6

PLANNING BOARD

DATE: 02/04/14 TIME: 8:30 AM

LOCATION OF HEARING

ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
ROOM 104 BOARD MEETING ROOM

BOARD OF COUNTY COMMISSIONERS

DATE: 03/06/14 TIME: 5:45 PM

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 595-3475 OR VISIT
WWW.MYESCAMBIA.COM

PLEASE DO NOT REMOVE THIS SIGN
PROPERTY OF ESCAMBIA COUNTY

Public Hearing Sign



Looking East along Mier Henry

GMR: 03/06/14 Rezoning Case Z-2014-01 Attachment



**Looking North Along
Fairfield**



**Looking North
between site and
adjacent rear parcel
from Mier Henry**

GMR: 03/06/14 Rezoning Case Z-2014-01 Attachment



**Looking North to
adjacent parcel**

GWR 03/06/14 Rezoning Case Z-2014-01 Attachment



Looking Northwest across Fairfield

GMR: 03/06/14 Rezoning Case Z-2014-01 Attachment



Looking South from Fairfield



Looking Southeast from across Fairfield



**Looking Southwest from
parcel**

GMR: 03/06/14 Rezoning Case Z-2014-01 Attachment



**Looking West across from
Fairfield onto site**

GMR: 03/06/14 Rezoning Case Z-2014-01 Attachment



**Coldwell Banker Commercial
United, REALTORS**
4475 Bayou Blvd.
Pensacola, FL 32503

BUS. (850) 432-5320
TOLL FREE (866) 626-2593

December 31, 2013

Escambia County Planning and Zoning
3363 West Park Place
Pensacola, Florida 32505

RE: Rezoning request for 400 S. Fairfield Drive

To Whom It May Concern:

The purpose of this letter is to request the rezoning of the above referenced property and to address the criteria as required. We are requesting a change to a minimum zoning of R-6 in order to allow for a convenience store without gas. This parcel was previously owned and operated by Circle K from 1985-1995 as a convenience store. It has since been used as retail/office and recently lost the grandfathered commercial use during foreclosure.

- A. **Consistency with the Comprehensive Plan:** As per the Escambia County GIS Division, the future land use for the above referenced property is MU-S. This zoning allows for residential, retail and services, professional office, recreational facilities, and public and civic uses. As per the plan, Escambia County intends to achieve the following mix of land uses for new development within a ¼ mile of arterial roadways or transit corridors by 2030. Residential 70-85%, Public/Recreational/Institutional 10-25%, Non-residential 5-10%.
- B. **Consistency with the Land Development Code:** The parcel is consistent with the current Land Development Code. Ingress/egress to the property is located on both Fairfield Dr and Mier Henry Rd, and has on-site parking for safety and convenience. Due to the intended use, there should be no nuisance impact on the adjoining properties. Refuse and service areas are in place and do not impact parking. The property currently has utilities established and a fencing buffer along the back of the property. Signage shall be consistent with neighboring properties and shall be placed on the exterior of the building and potentially within the designated sign area located on the property. Environment impact is minimal at best and stormwater management is in place.
- C. **Compatibility with surrounding uses:** Currently, the neighboring businesses in the area are churches and professional office buildings. As previously stated, this property was used as a convenience store, as well as, retail/office and should therefore remain compatible with the proposed use.

- D. **Changed conditions:** There are currently no changed conditions affecting the property.
- E. **Effect on natural environment:** With the proposed rezoning, there would be no adverse impacts on the natural environment.
- F. **Development patterns:** As per the future land use of MU-S, the proposed change should fall within the logical and orderly development pattern for the area.

Thank you for your consideration in the matter.

Lisa Sharp
Signature of Owner/Agent

LISA SHARP
Printed Name

12/31/13
Date

STATE OF Florida

COUNTY OF Escambia

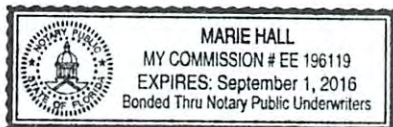
The foregoing instrument was acknowledged before me this 31 day of December 2013 by LISA SHARP.

Personally known or Produced Identification ☒ Type of Identification drivers license

Marie Hall
Signature of Notary

(notary seal must be affixed)

Marie Hall
Printed Name of Notary





Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #: Z-2014-1

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

Please make the following three appointments with the Coordinator.

Appointment for pre-application meeting: 10-13

Appointment to turn in application: 1-2-14

Appointment to receive findings-of-fact: _____



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: R-1 to: R-6

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

Owner(s) Name: Hasham Yousef Phone: (850) 206-5278

Address: 7101 Joy St H-6 Pensacola, FL 32504 Email: hashyous@yahoo.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: 400 S. FAIRFIELD DRIVE

Property Reference Number(s)/Legal Description: 2028313101000003

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.

Lisa Sharp
Signature of Owner/Agent

LISA SHARP
Printed Name Owner/Agent

12/31/13
Date

Hasham Yousef
Signature of Owner

Hasham Yousef
Printed Name of Owner

12/31/13
Date

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 31 day of December 20 13,
by Lisa Sharp and Hasham Yousef

Personally Known ☐ OR Produced Identification ☒ Type of Identification Produced: drivers license

Marie Hall
Signature of Notary
(notary seal must be affixed)

Marie Hall
Printed Name of Notary



FOR OFFICE USE ONLY

CASE NUMBER: Z-2014-1

Meeting Date(s): _____ Accepted/Verified by: _____ Date: _____

Fees Paid: \$ _____ Receipt #: _____ Permit #: _____



Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #: 2-2014-1

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 2025313101000003

Property Address: 400 S. FAIRFIELD DRIVE

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 31ST DAY OF DECEMBER, YEAR OF 2013.

[Signature]
Signature of Property Owner

Hashem Yousel
Printed Name of Property Owner

12-31-13
Date

Signature of Property Owner

Printed Name of Property Owner

Date

STATE OF FLORIDA
COUNTY OF Escambia

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That CHARTERBANK, a Federal Savings Association, Grantor, whose mailing address is 1233 O.G. Skinner Drive, West Point, GA 31833, for and in consideration of Ten and 00/100 (\$10.00) Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby bargain, sell, convey and grant unto Hasham Yousef, Grantee, whose mailing address is 7101 Joy St. H-6 Pensacola, FL 32504, his heirs, successors and assigns, all that certain land situate in Escambia County, Florida, to-wit:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 9, BLOCK 12, SECOND ADDITION TO FORTE ESTATES, AS RECORDED IN PLAT BOOK 6, PAGE 63 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, FOR THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 15' EAST ALONG THE EAST RIGHT OF WAY OF FAIRFIELD DRIVE (STATE ROAD 32-289-A, 100' RIGHT OF WAY) FOR A DISTANCE OF 150.00 FEET TO THE NORTH RIGHT OF WAY OF AN UNNAMED COUNTY ROAD (66.0 FOOT RIGHT OF WAY); THENCE SOUTH 89 DEGREES 50' EAST ALONG THE SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 103.34 FEET; THENCE NORTH 0 DEGREES 15' WEST FOR A DISTANCE OF 150.00 FEET TO THE SOUTH LINE OF SAID SECOND ADDITION TO FORTE ESTATES; THENCE NORTH 89 DEGREES 50' WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 103.34 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 20, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

SUBJECT TO zoning, restrictions, prohibitions and other requirements imposed by governmental authorities; restrictions and matters appearing on the plat, if there is a recorded plat, or contained in any other instrument recorded in the public records; valid easements and mineral reservations of record affecting the property, if any, which are not hereby reimposed and taxes for the current and subsequent years.

Tax Parcel No. 202a313101000003

Together with all and singular the tenements, hereditament and appurtenances hereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

AND Grantor does hereby covenant with Grantee, except as above noted, that at the time of delivery of this deed, the premises were free from all encumbrances made by Grantor, and that Grantor warrants and will defend against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has caused its name and seal to be affixed hereto and has duly authorized the undersigned officer to sign on its behalf this 8 day of Nov, 2013.

Signed, sealed and delivered
in the presence of:

Witness: Bob Jackson

Witness: Steven Selars

CHARTERBANK

By: James H. Chandler
Its Vice President

(Corporate Seal)



STATE OF GEORGIA
COUNTY OF CARROLL

GMR: 03/06/14 Rezoning Case Z-2014-01 Attachment

The foregoing instrument was acknowledged before me this 8 day of Nov, 2013, by James H.

8192 Six Pence Dr.
Pensacola, FL 32514



Telephone (850) 433-8545
(850)932-8585
Fax (850) 433-8282/932-0004

THE UNDERSIGNED CLIENT(S) ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS SURVEY:

Hasham Yousef

THE PURPOSE OF THIS SURVEY IS FOR A TITLE TRANSACTION AND ITS ACCOMPANYING MORTGAGE, IF ANY. THIS MAP IS CERTIFIED AS MEETING THE FLORIDA MINIMUM TECHNICAL STANDARDS TO THE FOLLOWING AND IS FOR THE BENEFIT OF ONLY THE FOLLOWING LISTED CLIENT(S), AGENT(S), AND COMPANIES:

Hasham Yousef;

;
;
;
;

Legal Description: (per O.R. Book 7102, page 1406)

COMMENCING AT THE SOUTHWEST CORNER OF LOT 9, BLOCK 12, SECOND ADDITION TO FORTE ESTATES, AS RECORDED IN PLAT BOOK 6, PAGE 63 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, FOR THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 15' EAST ALONG THE EAST RIGHT OF WAY OF FAIRFIELD DRIVE (STATE ROAD 32-289-A, 100' RIGHT OF WAY) FOR A DISTANCE OF 150.00 FEET TO THE NORTH RIGHT OF WAY OF AN UNNAMED COUNTY ROAD (66.0 FOOT RIGHT OF WAY); THENCE SOUTH 89 DEGREES 50' EAST ALONG THE SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 103.34 FEET; THENCE NORTH 0 DEGREES 15' WEST FOR A DISTANCE OF 150.00 FEET TO THE SOUTH LINE OF SAID SECOND ADDITION TO FORTE ESTATES; THENCE NORTH 89 DEGREES 50' WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 103.34 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 20, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

Use of this Survey by any other Party not listed above is not authorized. This Survey Drawing will be void for any such unauthorized use. Updates of this Survey are available by calling Lands End Surveying, Inc. Payment in full acknowledges receipt and acceptance of this Survey by all Clients, Agents, and Companies.

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Page 2 of 2

Note: This Report not valid without Map on Page one of two on reverse side

Flood Statement:

Surveyor's Notes:

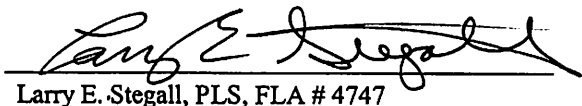
1. No Title Search of the Public Records has been performed by this firm and lands shown hereon were not abstracted for ownership, easements, or right-of-ways. The parcel shown hereon may be subject to setbacks, easements, zoning, and restrictions that may be found in the Public Records of said County.
2. Measurements shown were made to United States standards. The accuracy of measurements shown meet the standards required in the appropriate land area.
3. All bearings and/or angles and distances are Deed and Actual unless otherwise noted: Deed = (D); Actual Field Measurement = (A); Plat = (P)
4. Underground portions of foundations, footings, or other underground structures were not located unless otherwise noted.
5. Fence locations as shown are exaggerated and are not to scale for clarity purposes. Building eaves/overhangs were not located unless otherwise noted on map.

Revisions:

Survey #467-2013

Surveyor's Certificate:

I hereby state that I have recently surveyed or that a survey of the above described property was made under my direct supervision and that the above-ground survey and subsequent map as shown are true, accurate, and correct to the best of my knowledge and belief and that this Survey and Map meet the Minimum Technical Standards as set forth by the Florida Board of Surveyors and Mappers, pursuant to Rule 5J-17.050 thru 17.052 and §472.027 of the Florida Statutes.


Larry E. Stegall, PLS, FLA # 4747

December 19, 2013

Date

Florida Licensed Business #6832

NOT VALID WITHOUT
THE SIGNATURE AND THE
ORIGINAL RAISED SEAL OF A
FLORIDA LICENSED SURVEYOR
AND MAPPER.

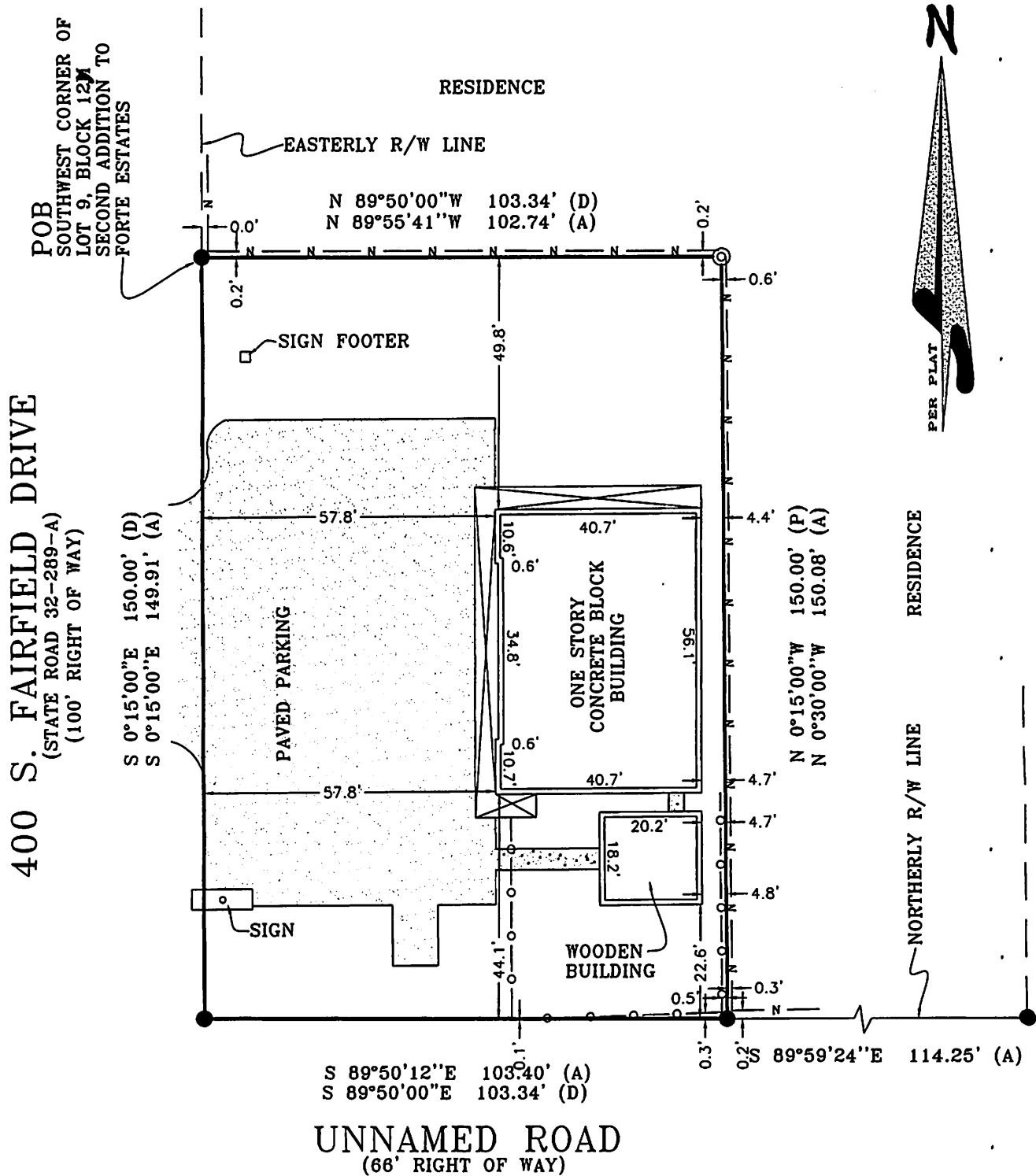
Per Florida Statutes

8192 SIX PENCE DRIVE
Pensacola, FL 32514



(850) 433-8545
FAX (850) 433-8282
LANDSENDSURVEYING.COM

Field Date: 12-19-2013	Type of Survey: Boundary & Improvements	Survey Number: 467-2013
Field Book/Page: 269/60		Scale: 1"=30'



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EITHER IN WHOLE OR PART, OR TO BE USED FOR ANY OTHER PURPOSE OR TRANSACTION. THIS MAP CANNOT BE USED FOR THE BENEFIT
OF ANY OTHER PERSON, COMPANY, OR FIRM NOT LISTED ON PAGE 2 WITHOUT THE PRIOR WRITTEN CONSENT OF COPYRIGHT OWNER.
THIS MAP IS INTENDED TO BE PRINTED ON A PAPER SIZE OF 8.5"x14" TO FIT THE SCALE INDICATED HEREON. ANY OTHER SIZE PRINTED RENDERS THIS MAP INVALID.

PAGE 1 OF 2

NOTE: This map is not complete or valid without report on page 2 of 2

DRAWN BY CHIP EVANS

Bearing Reference HELD THE EASTERLY R/W LINE OF FAIRFIELD PER DEED		Source of Information: Field Evidence & Recorded Plat	
NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.			
SEE PAGE 2 FOR SIGNATURE AND EMBOSSED SEAL			
LARRY E. STEGALL P.L.S., FLA #4747 LB # 6832 LARRY@LANDSENDSURVEYING.COM			
LEGEND o Degree , Feet or Minutes ,, Inches or Seconds N North S South E East W West P.C.P. Permanent Control Point P.R.C. Point of Reverse Curve P.C. Point of Curvature P.T. Point of Tangency P.O.C. Point of Commencement P.O.B. Point of Beginning R/W Right of Way		P.R.M. Permanent Reference Monument R Radius R.P. Radius Point L.A. Length of Arc C.H. Chord and Chord Bearing <0.0> Existing Spot Elevation B.S.L. Existing Setback Line (D) Deed (P) Plat (A) Actual field measurement (X) Existing Hole in Concrete Set "X" Cut in Concrete 1/2" Metal Rod-Found Capped Iron rod-Found Capped Iron rod-Found Capped Iron rod-Found Capped Iron rod-Found Capped Iron rod-Found Metal Pipe-Found	
		Capped Iron rod-set Lb.6832 Nail & disk found Nail & disk set Lb.6832 Concrete Monument Found Utility Pole (M) Meter E—E—E Utility wires overhead Concrete or Pavement N—N—N Chain link fence o—o—o Wooden fence X—X—X Wire Fence □—□—□ Plastic Fence Wood Deck or Dock Covered area (porch, carport, etc.) Pavers or Brick	



Development Services Department
Building Inspections Division
3363 West Park Place
Pensacola, Florida, 32505
(850) 595-3550
Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **597129**

Date Issued. : 01/02/2014

Cashier ID : VHOWENS

Application No. : PRZ140100001

Project Name : REZONING

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
-------------------	--------------------	-------------	---------

Check

1008	\$1,270.50	App ID : PRZ140100001
------	------------	-----------------------

\$1,270.50	Total Check
-------------------	--------------------

Received From : HHASHAM YOUSEF LISA SHARP

Total Receipt Amount : **\$1,270.50**

Change Due : \$0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
---------------	-----------	-------------	---------	-------------

PRZ140100001	689137	1,270.50	\$0.00	400 S FAIRFIELD DR, PENSACOLA, FL, 32506
--------------	--------	----------	--------	--

Total Amount :	1,270.50
-----------------------	-----------------

\$0.00	Balance Due on this/these Application(s) as of 1/2/2014
---------------	--

YOUSEF HASHAM
7101 JOY STREET H-6
PENSACOLA, FL 32504

TCIP-D LLC
1401 E BELMONT ST
PENSACOLA, FL 32501

GALLEGUEZ LEO S & LINDA A
300 CAMBORNE PL
PENSACOLA, FL 32506

BAILEY CHARLES E JR
310 CAMBORNE PL
PENSACOLA, FL 32506

EWING EDELBURGA A
320 CAMBORNE PL
PENSACOLA, FL 32506

HARRIS RAYMOND & MAXINE
7830 PINE FOREST RD APT E14
PENSACOLA, FL 32526

BRADY MICHAEL R & RAMONA K
340 CAMBORNE PL
PENSACOLA, FL 32506

MILLER SAMUEL G
350 CAMBORNE PL
PENSACOLA, FL 32506

ESCAMBIA COUNTY
221 PALAFOX PL STE 420
PENSACOLA, FL 32502

FAIRFIELD DRIVE BAPTIST
401 S FAIRFIELD DR
PENSACOLA, FL 32506

RAPIER JONI HELEN & SPROLES
10203 SABLE TRL LN
HOUSTON, TX 77064

HENDERSON MARY ELIZABETH &
8059 CHESTERFIELD RD
PENSACOLA, FL 32506

WAITS WOOD D & NORIKO
8025 CHESTERFIELD RD
PENSACOLA, FL 32506

SCHNEIDER GEORGE J & MANMEI
7993 CHESTERFIELD RD
PENSACOLA, FL 32506

WOOLCOCK TEDDY W & BARBARA
7967 CHESTERFIELD RD
PENSACOLA, FL 32506

IWATA HISAKO TRUSTEE
PO BOX 3811
PENSACOLA, FL 32516

MITCHELL CHARLES L & MARY M
8058 TEMPLETON RD
PENSACOLA, FL 32506

NOEL HOWARD S & IRENE P
8024 TEMPLETON RD
PENSACOLA, FL 32506

BLANCHARD JOSEPHINE M
7990 TEMPLETON RD
PENSACOLA, FL 32506

BUTLER ALTON & AUDREY NELL
7966 TEMPLETON RD
PENSACOLA, FL 32506

LOWERY MEI L TRUSTEE
1115 WINDCHIME WAY
PENSACOLA, FL 32504

ROBINSON EVA
7886 TEMPLETON RD
PENSACOLA, FL 32506

MULLINS ANNETTA JEAN
8059 TEMPLETON RD
PENSACOLA, FL 32506

OSBORN MICHAEL B & NIDA M
8025 TEMPLETON RD
PENSACOLA, FL 325065531

LEWIS HOWARD III
7993 TEMPLETON RD
PENSACOLA, FL 32506

RAYBURN WILLIAM W III & KATHRYN J
7967 TEMPLETON RD
PENSACOLA, FL 32506

PITMAN MARCUS A
7931 TEMPLETON RD
PENSACOLA, FL 32506

BLIM JON GARDNER
7889 TEMPLETON RD
PENSACOLA, FL 32506

OSBORN MICHAEL B
8025 TEMPLETON RD
PENSACOLA, FL 325065531

LEWIS HOWARD III
7993 TEMPLETON RD
PENSACOLA, FL 32506

1:3,692

-



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

~~LDC Workshop~~ Rezoning
Speaker Request Form

Please Print Clearly

Meeting Date: 2-4-14

Case# Z-2014-01 DL

*Name: HOWARD NOEL

*Address: 8024 TEMPLETON RD *City, State, Zip: 32506

Email Address: — Phone: 453-3501

Please indicate if you:

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

All items with an asterisk * are required.

Chamber Rules

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

Z-2014-02

PLANNING BOARD REZONING HEARINGS - FEBRUARY 4, 2014

	25	
1	(Complies.)	
2	MR. TATE: Do any other members of the	
3	Board have any question or need to see any	
4	other information?	
09:02AM 5	If there are no further questions or	
6	comments, the Chair will entertain a motion.	
7	(Motion by Mr. Goodloe.)	
8	MR. GOODLOE: A motion, Mr. Chairman.	
9	MR. TATE: Please.	
09:02AM 10	MR. GOODLOE: I move we recommend approval	
11	of the rezoning from R-1 to R-6 to	
12	the Board of County Commissioners and adopt	
13	the Findings-of-Fact provided in the rezoning	
14	hearing package.	
09:02AM 15	MR. WINGATE: Second.	
16	MR. TATE: We have a motion and a second.	
17	All those in favor, please signify by raising	
18	your right hand.	
19	(Board members vote.)	
09:03AM 20	MR. TATE: Thank you. The motion passes.	
21	(The motion passed unanimously.)	
22	MR. WOODWARD: Mr. Chair, let the record	
23	reflect that I totally abstained.	
24	(Conclusion of Case Z-2014-01. The	
25	transcript continues on Page 26.)	
850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM		

	26	
1	* * *	
2	<u>CASE NO: Z-2014-02</u>	
3	Applicant: Wiley C. "Buddy" Page, Agent	
4	for Amy Bloodsworth Mims	
5	Address: 8400 Cove Avenue	
6	From: R-3, One-Family and Two-Family District,	
7	(cumulative) Medium Density (10 du/acre)	
8	To: R-5, Urban Residential/Limited Office	
9	District, (cumulative)	
09:03AM 10	High Density (20 du/acre.)	
11	MR. TATE: Thank you. Please let the	
12	record reflect as we enter into our next	
13	rezoning case that there are five members	
14	present and we do have a quorum.	
09:04AM 15	We have a question real quick before we	
16	enter into this case. She's going to have to	
17	leave at 9:30. We may or may not be out of	
18	this. We have a quorum at this point without	
19	her.	
09:04AM 20	MR. ROSS: That's correct.	
21	MR. TATE: So would it be best for her not	
22	to participate or participate while she's	
23	here?	
09:04AM 24	MR. ROSS: I think Ms. Davis can certainly	
25	participate up to the point she has to leave.	
	We might get done fairly quickly. We don't	
850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM		

	27	
1	know. Really, I think, a lot of that comes in	
2	if for some reason this was remanded back and	
3	you did not participate in the vote we might	
4	have an issue, but certainly I think you can	
09:04AM 5	participate up to that point.	
6	MR. TATE: She's done that to us once.	
7	The second rezoning application for	
8	consideration today is Case Number Z-2014-02,	
9	which requests rezoning of 8400 Cove Avenue	
09:04AM 10	from R-3, One-Family and Two-Family District,	
11	to R-5, Urban Residential Limited Office	
12	District.	
13	Planning Board members, I'm going to ask	
14	you again if you have visited the site, have	
09:05AM 15	you talked with anybody about this or with any	
16	other Planning Board members? Please also	
17	disclose if you are a relative or business	
18	associate of the applicant or the applicant's	
19	agent.	
09:05AM 20	We'll go ahead and start again with the	
21	Navy.	
22	MS. ORAM: No to all from the Navy.	
23	MR. GOODLOE: No to all.	
24	MR. WOODWARD: No to all.	
09:05AM 25	MR. TATE: No to all.	
850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM		

	28	
1	MS. DAVIS: No to all.	
2	MR. WINGATE: I did visit the site.	
3	MR. TATE: Staff, was notice of the	
4	hearing sent to all interested parties?	
09:05AM 5	MS. MALLORY: Yes, it was.	
6	MR. TATE: Was notice of the hearing	
7	posted on the subject property?	
8	MS. MALLORY: Yes, sir, it was.	
9	MR. TATE: We will now have staff present	
09:05AM 10	the maps and photographs for Case Z-2014-02.	
11	(Presentation of Maps and Photographs.)	
12	MR. HOLMER: Yes, sir, once again, this is	
13	Rezoning Case Z-2014-02, 8400 Cove Avenue.	
14	This is the location map. This is the	
09:06AM 15	500-foot radius map showing the zoning	
16	currently on the site as R-3. You do see a	
17	mixture of zoning on the south of Detroit.	
18	This is our Mixed Use Urban. This is the	
19	Future Land Use. On these maps you see where	
09:06AM 20	Eight Mile Creek crosses the property from the	
21	northeast to the southwest. The existing land	
22	use map of the area and aerial map of the	
23	site.	
24	MR. TATE: That's all you have?	
09:06AM 25	MR. HOLMER: Yes, sir.	
850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM		

PLANNING BOARD REZONING HEARINGS - FEBRUARY 4, 2014

		29			31
1	MR. TATE: All right. Mr. Page.		1	says a change in the zoning categories and the	
2	MR. HOLMER: Forgive me. I'm a little off		2	criteria that's been found under Criterion	
3	this morning. We do have photographs to go		3	(1), the findings, whether the request in this	
4	through. So here's our public hearing sign		4	application is consistent with the	
09:07AM 5	that was posted on the site. This is looking		09:09AM 5	Comprehensive Plan, as stated the proposed	
6	north on Cove Avenue. The property in		6	amendment is consistent with the intent of	
7	question is on the left, which is the west		7	1.5.3 with the plan in terms of compact	
8	side of the road. This is looking south on		8	development, new development in built up	
9	Cove. This is looking east along Detroit from		9	areas, development consistency and Future Land	
09:07AM 10	the southwest corner of the property. It		09:09AM 10	Use categories.	
11	would be on the left there, which is north.		11	Under Criterion (2), consistency with the	
12	That's where Eight Mile Creek crosses to the		12	Land Development Code, the findings of staff	
13	southwest part of the property. This is		13	finds, Mr. Chairman, that the proposed	
14	looking west on Detroit from the intersection		14	amendment is consistent with the intent and	
09:07AM 15	of Cove Avenue. The 500-foot radius map for		09:10AM 15	purposes of the Land Development Code.	
16	the zoning postcard notifications. That's it.		16	Under Criterion (3), compatibility with	
17	MR. TATE: Okay. At this time we'll have		17	the surrounding areas, I think it's noted in	
18	the applicant come forward. Mr. Page. Thank		18	the findings of staff, with all of the	
19	you. Would you please swear in Mr. Page?		19	districts within 500 feet, which include R-2,	
09:08AM 20	(Wiley C. "Buddy" Page sworn.)		09:10AM 20	R-3, R-5, C-2 and ID-1, we have quite a	
21	MR. TATE: Have you received a copy -- I'm		21	diversity of land use activity or zoning	
22	sorry. Could you please state your full name		22	categories within that area. And the findings	
23	and address?		23	within that area allow Criterion (3) to be	
24	MR. PAGE: Buddy Page, 5337 Hamilton Lane,		24	found by the staff, which we certainly agree	
09:08AM 25	Pace, Florida, with Professional Growth		09:10AM 25	with, as being compatible.	
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		30			32
1	Management Services, LLC.		1	Under Criterion (4), changed conditions,	
2	MR. TATE: Have you received a copy of the		2	we concur with staff. We're not really aware	
3	rezoning hearing package with the staff's		3	of any changed conditions in that particular	
4	Findings-of-Fact?		4	area. Those uses and those zoning categories	
09:08AM 5	MR. PAGE: I have.		09:10AM 5	have been in place for some period of time.	
6	MR. TATE: Do you understand that you have		6	Under Criterion (5), consistency or the	
7	the burden of providing by substantial		7	effect on the natural environment, there are	
8	competent evidence that the proposed rezoning		8	some wetland issues that will need to be	
9	is consistent with the Comprehensive Plan,		9	addressed during the development review when	
09:08AM 10	furtheres the goals, objectives and policies of		09:11AM 10	the application comes in for placement of the	
11	the Comprehensive Plan and is not in conflict		11	structure on the property in the correct	
12	with any portion of the County's Land		12	location in terms of the flood zone and other	
13	Development Code?		13	areas such as compatibility with the	
14	MR. PAGE: I do.		14	environmental concerns that may be found on	
09:08AM 15	MR. TATE: Please proceed.		09:11AM 15	that site, too, Mr. Chairman. Under Criterion	
16	MR. PAGE: Thank you, Mr. Chairman. Did I		16	(5), it does show some wetlands in the area	
17	miss the portion where the staff reviews each		17	that will be complied with.	
18	of the criteria?		18	Under Criterion (6), the development	
19	MR. TATE: It actually occurs after your		19	patterns, again, given all the diversity,	
09:09AM 20	presentation and because we have people that		09:11AM 20	especially with industrial right across the	
21	are asking to speak on this, we're just going		21	street from the site, we feel like and the	
22	to kind of go through it, you, them and back		22	staff findings, too, would result in a logical	
23	and forth.		23	and orderly fashion.	
24	MR. PAGE: Sure. Very good.		24	So, Mr. Chairman, we meet and we concur	
09:09AM 25	Mr. Chairman, this application seeks as it		09:11AM 25	with the staff's findings that we meet all of	
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PLANNING BOARD REZONING HEARINGS - FEBRUARY 4, 2014

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1 the criteria and this Board is certainly aware
2 that once a finding has been made that we are
3 consistent with the Land Development Code, as
4 we are under (1) and (2), consistency with the
09:12AM 5 Comprehensive Plan, the burden of proof shifts
6 from the applicant to the unit of local
7 government to have a finding as to why it
8 should not be allowed. So we concur,
9 Mr. Chairman, with the findings of staff, and
09:12AM 10 your staff has been sworn in as expert
11 witnesses this morning, that we do comply and
12 meet each of the criteria that's specified.
13 MR. TATE: Thank you, Mr. Page.
14 Staff, if you have no questions for
09:12AM 15 Mr. Page, I would ask at this time that you
16 would proceed with your presentation.
17 MS. CAIN: Mr. Holmer will need to be
18 sworn.
19 (Andrew Holmer sworn.)
09:12AM 20 MR. TATE: We have previously recognized
21 Mr. Holmer as an expert witness. Does anyone
22 have any questions regarding his
23 qualifications?
24 Please proceed.
09:13AM 25 MR. HOLMER: Yes, sir. This is a request

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1 for rezoning from R-3 to R-5. As to the first
2 criteria, which is consistency with the
3 Comprehensive Plan, the proposed amendment is
4 consistent with the intent of CPP Future Land
09:13AM 5 Use element 1.5.3 as it does promote the
6 efficient use of existing public roads,
7 utilities and service infrastructure and to
8 maximize the development densities within the
9 FLUM category. The proposed amendment to R-5
09:13AM 10 is consistent with the intent and purpose of
11 the Future Land Use category Mixed Use Urban
12 as stated in the Comprehensive Plan.
13 Criterion (2), consistency with the Land
14 Development Code. The proposed amendment is
09:13AM 15 consistent with the intent and purpose of the
16 Land Development Code. There is a mixture of
17 residential, commercial and industrial zonings
18 along Detroit Boulevard. The proposed zoning
19 of R-5 would allow uses that form a transition
09:14AM 20 area between the lower density residential and
21 more intense commercial and industrial
22 development.
23 The third criteria is compatibility with
24 surrounding uses. The proposed amendment is
09:14AM 25 compatible with surrounding and existing uses

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1 in the area. Within the 500-foot radius
2 impact area the staff observed properties with
3 zoning districts R-2, R-3, R-5, C-2 and ID-1,
4 15 single-family residences, three vacant
09:14AM 5 properties, three mobile homes, one commercial
6 property and one industrial property.
7 Criterion (4), changed conditions. Staff
8 found no changed conditions that would impact
9 the amendment or the property.
09:14AM 10 Criterion (5), effect on the natural
11 environment. While the National Wetlands
12 Inventory does not show wetlands on the site,
13 Eight Mile Creek does cross the parcel and
14 hydric soils are indicated in the soil survey.
09:15AM 15 When applicable further review during site
16 plan review or the permitting process will be
17 necessary to determine if there will be any
18 significant adverse impact on the natural
19 environment.
09:15AM 20 Criterion (6). This is development
21 patterns. The proposed amendment would result
22 in a logical and orderly development pattern.
23 As stated above the site is in an area of
24 mixed uses and zoning and R-5 would allow uses
09:15AM 25 that serve as a transition area between the

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1 lower density residential and the more intense
2 commercial and industrial development. That
3 concludes the staff's findings.
4 MR. TATE: Thank you.
09:15AM 5 Mr. Page, do you have any comments or
6 questions in regard to staff's?
7 MR. PAGE: No, sir.
8 MR. TATE: We'll go ahead and move into
9 public comment. For those members of the
09:15AM 10 public who wish to speak on this matter,
11 please note that the Planning Board bases its
12 decision on the criteria and exceptions
13 described in Section 2.08.02.D of the Escambia
14 County Land Development Code. During its
09:16AM 15 deliberations, the Planning Board will not
16 consider general statements of support or
17 opposition. Accordingly, please limit your
18 testimony to the criteria and exceptions
19 described in Section 2.08.02.D which is in
09:16AM 20 front of you on the board. Please also note
21 that only those individuals who are present
22 and give testimony on the record at this
23 hearing before the Planning Board will be
24 allowed to speak at the subsequent hearing
09:16AM 25 before the Board of County Commissioners.

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PLANNING BOARD REZONING HEARINGS - FEBRUARY 4, 2014

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1 I have received a couple of speaker
2 request forms from the public. And just so
3 everybody is on the same page here, you may
4 have noticed in the last hearing that we had a
09:16AM **5** three-minute clock. We ask that you respect
6 the clock and that will help us as we move
7 these meetings forward.
8 The first is Kathleen Robinson. You had
9 indicated that you want information, but you
09:16AM **10** don't want to speak. I just wanted to offer
11 you that opportunity to speak if you did
12 because if you don't speak here you can't
13 speak at the next meeting in front of the
14 Board of County Commissioners. You can
09:17AM **15** attend, but your voice can't be heard.
16 MS. ROBINSON: That's fine.
17 MR. TATE: Thank you. And then, Trisha
18 Pohlmann. Would you please state your full
19 name and address for the record?
09:17AM **20** MS. POHLMANN: Trisha Pohlmann, 8510 Cove
21 Avenue.
22 (Trisha Pohlmann sworn.)
23 MR. TATE: And your address?
24 MS. POHLMANN: 8510 Cove Avenue.
25 MR. TATE: Go ahead.

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1 MS. POHLMANN: I'm here to oppose the
2 rezoning basically because we would prefer to
3 keep it a single-family residential area.
4 Although under Criterion (2) it is true there
09:17AM **5** are R-5 and other uses in the 500-foot radius,
6 there are no R-5 on the side of Detroit.
7 Currently there are no R-5 or other zonings on
8 the side that the zoning is being requested
9 for, so it's all basically R-3.
09:18AM **10** The R-2 that's mentioned that's in the
11 500-foot radius doesn't even front Detroit.
12 It is a small portion of an area on a street
13 that is like a block away, so I don't know if
14 that should be considered or not. I
09:18AM **15** understand it's in the 500-foot radius so you
16 do need to consider it.
17 And then the R-2 and the ID, like I said
18 before, are on Detroit Boulevard, but across
19 the street. So we just feel that once the
09:18AM **20** usage is increased it opens the door for uses
21 other than what is compatible with what is
22 already in the area there.
23 MR. TATE: When you look at our criteria
24 there, what would you say your statement is
25 most in line with?

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1 MS. POHLMANN: (2).
2 MR. TATE: Not consistent with the Land
3 Development Code?
4 MS. POHLMANN: Yes.
09:19AM **5** I don't know if this is relevant. I don't
6 even know if I can say it. It certainly
7 doesn't speak to any criteria other than just
8 to mention that of the 26 property owners who
9 were sent the cards, only five actually live
09:19AM **10** on Cove Avenue and we represent three here.
11 Thank you.
12 MR. TATE: Thank you.
13 Mr. Page, do you have any questions?
14 MR. PAGE: No, sir.
09:19AM **15** MR. TATE: I will now close the public
16 comment portion of this hearing.
17 Board members, do you have any questions
18 for the applicant, staff or members of the
19 public?
09:19AM **20** I would like to see the rezoning, the
21 surrounding uses again.
22 (Staff complies.)
23 MR. TATE: R-5, obviously still is a
24 single-family district, but it does allow for
09:20AM **25** multifamily.

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1 MR. JONES: It does. R-5 does allow for
2 multifamily dwellings along with professional
3 offices, doctors' offices and real estate
4 offices. It does give very very limited
09:20AM **5** commercial, but, again, they're like doctors'
6 offices, professional offices and I want to be
7 mindful of the fact that even R-3, R-3 is not
8 truly a single-family district. R-3 allows
9 for triplexes, duplexes, as well.
09:20AM **10** MR. TATE: Can you go to the rezoning map,
11 now? I'm sorry, not rezoning, zoning. What's
12 the size of this parcel? I believe it's in
13 our notes.
14 MR. HOLMER: It is.
09:21AM **15** MR. TATE: Approximate.
16 MR. HOLMER: Rough guess, just about an
17 acre, maybe a little less than an acre.
18 MR. TATE: Mr. Page, do you know?
19 MR. PAGE: One and a quarter.
09:22AM **20** MR. TATE: It's one and a quarter acre.
21 I'm just asking so we can kind of understand
22 the relevancy of what uses in R-5 would fit on
23 that size of property. Can you please go
24 ahead to the uses?
09:22AM **25** MR. HOLMER: Sure. Bearing in mind that

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1 while a rezoning is not site plan specific,
 2 there's a lot of limitations on the site with
 3 the creek crossing and the hydric soils.
 4 MR. TATE: And even the size of the site
 09:22AM 5 itself. Could you go to the allowed uses in
 6 R-5?
 7 MR. HOLMER: The acreage is 1.12.
 8 MR. TATE: We got that.
 9 MR. HOLMER: Sure.
 09:23AM 10 MR. TATE: Do we have any other comments
 11 from any members of the Board or any questions
 12 of staff to the Board? No questions either
 13 way? All right, if there's nothing further
 14 from the applicant --
 09:23AM 15 MR. PAGE: No, sir.
 16 MR. TATE: -- the Chair will entertain a
 17 motion.
 18 (Motion by Mr. Woodward.)
 19 MR. WOODWARD: **I move that the**
 09:23AM 20 **Findings-of-Fact as set forth by the staff be**
 21 **accepted and I move or recommend the rezoning**
 22 **application to the Board of County**
 23 **Commissioners and adopt those**
 24 **Findings-of-Fact.**
 09:24AM 25 MS. DAVIS: Second.

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1 MR. TATE: We have a motion and a second.
 2 All those in favor, please signify by raising
 3 your right hand.
 4 (Board members vote.)
 09:24AM 5 MR. TATE: Thank you. The motion passes
 6 5/0.
 7 (Motion passes unanimously.)
 8 MR. TATE: At this time we'll go ahead and
 9 close the rezoning hearing meeting and adjourn
 09:24AM 10 and in a few minutes, at approximately 9:30,
 11 we'll move into our regularly scheduled
 12 Planning Board meeting.
 13 (Rezoning Hearing Proceedings concluded at
 14 9:30 a.m.)
 09:24AM 15
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1 CERTIFICATE OF REPORTER
 2
 3 STATE OF FLORIDA
 4 COUNTY OF ESCAMBIA
 5
 6 I, LINDA V. CROWE, Court Reporter and
 7 Notary Public at Large in and for the State of
 8 Florida, hereby certify that the foregoing Pages 2
 9 through 42 both inclusive, comprise a full, true, and
 10 correct transcript of the proceeding; that said
 11 proceeding was taken by me stenographically, and
 12 transcribed by me as it now appears; that I am not a
 13 relative or employee or agent or counsel of the
 14 parties, or relative or employee of such attorney or
 15 counsel, nor am I interested in this proceeding or
 16 its outcome.
 17 IN WITNESS WHEREOF, I have hereunto set my
 18 hand and affixed my official seal on 14th day of
 19 February 2014.
 20
 21
 22 LINDA V. CROWE, COURT REPORTER
 23 Notary Public - State of Florida
 24 My Commission No.: EE 860695
 25 My Commission Expires: 02-05-2017

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Planning Board-Rezoning

5. B.

Meeting Date: 02/04/2014

CASE : Z-2014-02

APPLICANT: Wiley C. "Buddy" Page, Agent for Amy Bloodsworth Mims

ADDRESS: 8400 Cove Ave

PROPERTY REF. NO.: 10-1S-30-1101-090-006

MU-U, Mixed-Use

FUTURE LAND USE: Urban

DISTRICT: 3

OVERLAY DISTRICT: N/A

BCC MEETING DATE: 03/06/2014

SUBMISSION DATA:

REQUESTED REZONING:

FROM: R-3, One-Family and Two-Family District, (cumulative) Medium Density (10 du/acre)

TO: R-5, Urban Residential/Limited Office District, (cumulative) High Density (20 du/acre)

RELEVANT AUTHORITY:

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

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

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

CPP FLU 1.3.1 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).

CPP FLU 2.1.2 Compact Development. To promote compact development, FLUM amendments and residential rezonings to allow higher residential densities may be allowed in the Mixed-Use Urban (MU-U) and Mixed-Use Suburban (MU-S) future land use categories.

FINDINGS

The proposed amendment **is consistent** with the intent of CPP FLU 1.5.3 as it does promote the efficient use of existing public roads, utilities and service infrastructure and to maximize the development densities within the FLU category. The proposed amendment to R-5 is consistent with the intent and purpose of Future Land Use category Mixed-Use Urban (MU-U) as stated in CPP FLU 1.3.1.

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.

6.05.09. R-3 one-family and two-family district, (cumulative) medium density. A. Intent and purpose of district. 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. Refer to article 11 for uses and densities allowed in R-3, one-family and two-family areas located in the Airport/Airfield Environs. Structures within Airport/Airfield Environs, Zones, and Surfaces remain subject to the height definitions, height restrictions, and methods of height calculation set forth in article 11. Refer to the overlay districts within section 6.07.00 for additional regulations imposed on individual parcels with R-3 zoning located in the Scenic Highway Overlay District and RA-1(OL) Barrancas Redevelopment Area Overlay District.

6.05.12. R-5 urban residential/limited office district, (cumulative) high density. A. Intent and purpose of district. This district is intended to provide for high density urban residential uses and compatible professional office development, and designed to encourage the establishment and maintenance of a suitable higher density residential environment and low intensity services. These uses form a transition area between lower density residential and commercial development. Maximum density is 20 dwelling units per acre except in the low density residential (LDR) future land use category where the maximum density is 18 dwelling units per acre. Refer to article 11 for uses, heights and densities allowed in R-5, urban residential/limited office areas located in the Airport/Airfield Environs.

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. There is a mixture of residential, commercial and industrial zonings along Detroit Blvd. The proposed zoning of R-5 would allow uses that form a transition area between lower density residential and more intense commercial and industrial development.

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-3, R-5, C-2 and ID-1. There are 15 single-family residences, three vacant properties, three mobile homes, one commercial property and one industrial property.

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

While the National Wetlands Inventory **does not show** wetlands on site, Eightmile Creek does cross the parcel and hydric soils are indicated in the soil survey. 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. As stated above, the site is in an area of mixed uses and zonings and R-5 would allow uses that serve as a transition area between lower density residential and more intense commercial and industrial development.

Attachments

Z-2014-02



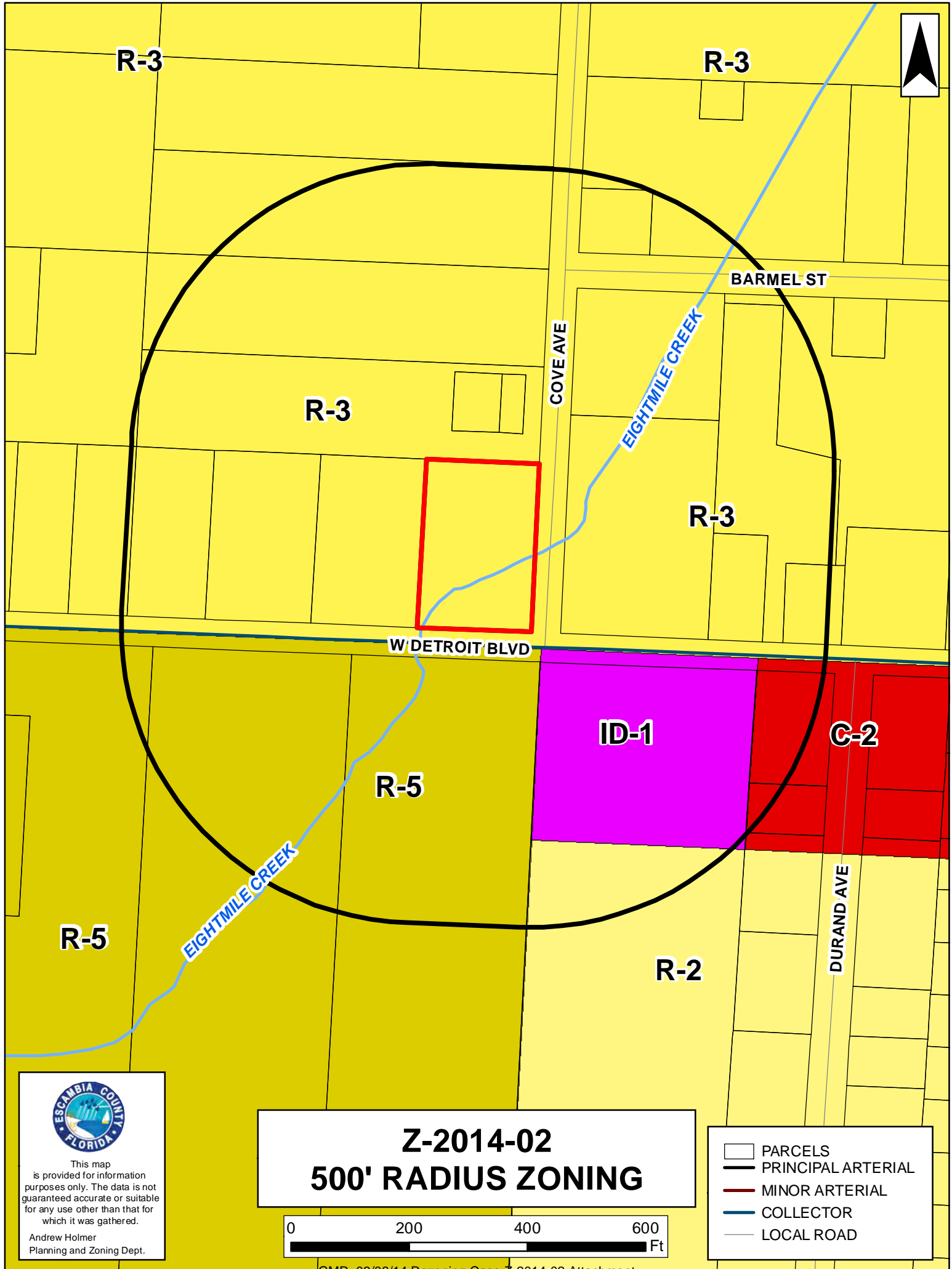
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2014-02 LOCATION MAP

0 1,000 2,000 3,000
Ft

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



MU-U

MU-U



MU-U

BARMEL ST

COVE AVE

EIGHTMILE CREEK

MU-U

W DETROIT BLVD

MU-U

MU-U

DURAND AVE

MU-U

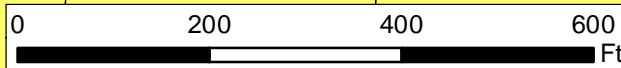
EIGHTMILE CREEK



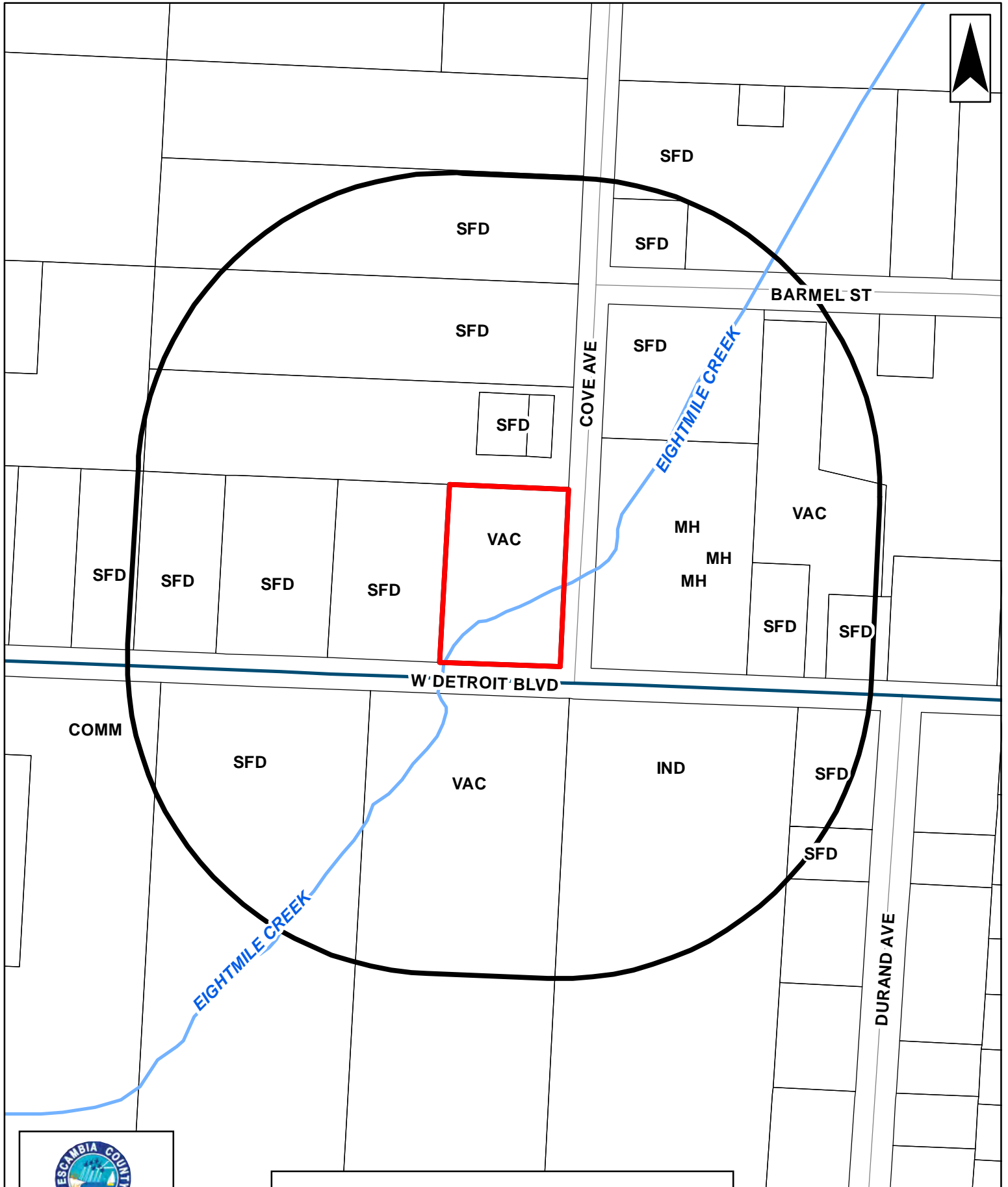
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Z-2014-02 FUTURE LAND USE



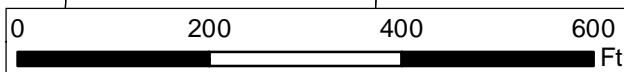
- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



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Andrew Holmer
Planning and Zoning Dept.

Z-2014-02 EXISTING LAND USE



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



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Andrew Holmer
Planning and Zoning Dept.

Z-2014-02 AERIAL MAP

0 50 100 150
Ft

- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- WETLANDS_2006



NOTICE OF PUBLIC HEARING REZONING

CASE NO.: [REDACTED] Z-2014-02
CURRENT ZONING: [REDACTED] R3 PROPOSED ZONING: [REDACTED] R-5

PLANNING BOARD

DATE: [REDACTED] 02/04/14 TIME: [REDACTED] 8:30 AM

LOCATION OF HEARING

ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
ROOM 104 BOARD MEETING ROOM

BOARD OF COUNTY COMMISSIONERS

DATE [REDACTED] 03/06/14 TIME: [REDACTED] 5:45 PM

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 505-2475 OR VISIT

Public Notice



**NOTICE OF PUBLIC HEARING
REZONING**

CASE NO. **2014-02**
SUBJECT **REZONING**

LOCATION OF HEARING
DATE **03/06/14** TIME **10:00 AM**
LOCATION OF HEARING **03/06/14**

BOARD OF COUNTY COMMISSIONERS
DATE **03/06/14** TIME **10:00 AM**
LOCATION OF HEARING **03/06/14**

REZONING CASE
DATE **03/06/14** TIME **10:00 AM**
LOCATION OF HEARING **03/06/14**

REZONING CASE
DATE **03/06/14** TIME **10:00 AM**
LOCATION OF HEARING **03/06/14**

Looking North
on Cove



Looking South
on Cove



Looking East
on Detroit



Looking West
on Detroit



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: R-3 to: R-5

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

Owner(s) Name: Amy Bloodsworth Mims Phone: _____

Address: 8903 Fowler Ave. Pensacola, FL 32534 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: 8400 Cove Ave. Pensacola, FL 32534

Property Reference Number(s)/Legal Description: 10-1S-30-1101-090-006

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

Amy Bloodsworth Mims
Signature of Owner

Wiley C. "Buddy" Page

Printed Name Owner/Agent

Date

Amy Bloodsworth Mims

Printed Name of Owner

Jan 3, 2014
Date

STATE OF Florida

COUNTY OF Escambia

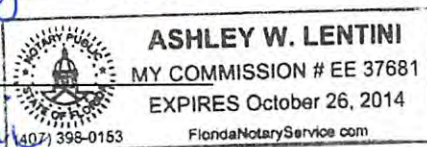
The foregoing instrument was acknowledged before me this 3rd day of January 20 14,
by Amy Bloodsworth Mims.

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

Ashley W. Lentini
Signature of Notary

(notary seal must be affixed)

Ashley W. Lentini
Printed Name of Notary



FOR OFFICE USE ONLY

CASE NUMBER: Z-2014-02

Meeting Date(s): 2-4-14 PB Accepted/Verified by: _____ Date: 1-3-14

Fees Paid: \$ _____ Receipt #: _____ Permit #: PR2140100002

3-6-14 BCC

Revised 3-22-11

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

Page 1



Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #: Z-2014-02

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 10-1S-30-1101-090-006

Property Address: 8400 Cove Avenue Pensacola, Florida 32534

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

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

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

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

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


Signature of Property Owner

Amy Bloodsworth Mims

Printed Name of Property Owner

Date

Signature of Property Owner

Printed Name of Property Owner

Date

Prepared By & Return To:

Stephen R. Moorhead

McDonald Fleming Moorhead

4636 Summerdale Blvd.

Pace, FL 32571

File Number: PACE-13-7084

Parcel ID #: 101S301101090006

Sale Price \$11000.00 / Doc Stmp \$77.00

**WARRANTY DEED
(INDIVIDUAL)**

This WARRANTY DEED, dated this 31st day of May, 2013, by Troy S. Hammock as to his separate non-homestead property whose address is 115 Countri Lane, Cantonment, FL 32533, hereinafter called the Grantor, to Amy Bloodsworth Mims, a married woman, whose address is 8902 Fowler Ave., Lot E, Pensacola, Florida 32534, hereinafter called the Grantee (Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alien, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in Escambia County, Florida, viz:

Beginning at the Southeast corner of Lot 9, Block 6, Section 10, Township 1 South, Range 30 West, Escambia County, Florida, thence run West 179 feet; thence run North 330 feet; thence run East 179 feet; thence run South 330 feet to Point of Beginning;

Less County Road Right of Ways in Official Records Book 98, Page 761, and Official Records Book 96, Page 121, of the Public Records of Escambia County.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2013 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

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 fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the date set forth above.

**SIGNED IN THE PRESENCE OF
THE FOLLOWING WITNESSES:**

Signature: Ashley Lentini
Print Name: Ashley Lentini

Signature: Troy S. Hammock
Troy S. Hammock

Signature: Nelson W. Lentin
Print Name: Nelson W. Lentin

State of Florida
County of Escambia

THE FOREGOING INSTRUMENT was acknowledged before me this 31st day of May, 2013, by: Troy S. Hammock.



Signature: Ashley W. Lentin
Notary Public
My Commission Expires: 10/26/14



Development Services Department
Escambia County, Florida

FOR OFFICE USE:

CASE #: Z-2014-02

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 8400 Cove Ave. Pensacola,
Florida, property reference number(s) 10-1S-30-1101-090-006

I hereby designate Wiley C. "Buddy" Page 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: Wiley C. "Buddy" Page Email: budpage1@att.net

Address: 5337 Hamilton Lane Pace, FL 32571 Phone: 850-232-9853

Amy Bloodsworth Mims
Signature of Property Owner

Amy Bloodsworth Mims
Printed Name of Property Owner

Jan 3, 2014
Date

Signature of Property Owner

Printed Name of Property Owner

Date

STATE OF Florida COUNTY OF Escambia
The foregoing instrument was acknowledged before me this 3rd day of January 20 14,
by Amy Bloodsworth Mims.

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

Ashley W. Lentini
Signature of Notary

Ashley W. Lentini (Notary Seal)
Printed Name of Notary



9/9/98; 6:31pm PH**ORDINANCE NO. 98-41**

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING APPENDIX D OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (ORDINANCE NO. 96-3) THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, "ZONING DISTRICTS"; SECTION 6.00.01, "LEGISLATIVE INTENT OF RESIDENTIAL DISTRICTS", TO ADD VR-3, AMENDING SECTION 6.01.00, "DISTRICTS ESTABLISHED", TO ADD VR-3, VILLAGES RURAL RESIDENTIAL, MEDIUM DENSITY TO THE LIST OF NON-CUMULATIVE DISTRICTS; DELETING SECTION 6.01.01, "UNZONED AREAS"; AMENDING SECTION 6.02.00. TO REFLECT ENTIRE COUNTY AS ZONED AND TO SHOW THE ZONING MAPS AS A SERIES; DELETING SECTION 6.05.20.B.18, AMENDING SECTION 6.05.20.D.2 TO INCLUDE SWIMMING CLUBS AND CUSTOMARY ATTENDANT FACILITIES; AMENDING SECTIONS 6.05.20.B.7, 6.05.21.B.7 AND 6.05.22.C.6 AMENDING THE PARCEL SIZE REQUIREMENTS FOR STABLES; AMENDING SECTION 6.05.21, "VR - VILLAGES RURAL RESIDENTIAL DISTRICTS", TO ADD VR-3, GROSS DENSITY (1 UNIT PER 2 ACRES); AMENDING SECTION 6.05.27, "GATEWAY BUSINESS DISTRICT", AMENDING THE LOCATIONAL DESCRIPTION OF THE DISTRICTS; AMENDING SECTION 6.05.28, "GATEWAY INDUSTRIAL DISTRICT", AMENDING THE LOCATIONAL DESCRIPTION OF THE DISTRICTS; AMENDING THE CONDITIONAL USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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


Section 1. Appendix D, Article 6, titled Zoning Districts, of the Escambia County Code of Ordinances, the Land Development Code (Ordinance 96-3), as amended, is hereby amended as follows:

6.00.01. Legislative intent of residential districts. The residential districts established in this section (AG, RR, SDD, R-1, R-1PK, R-2, R-2PK, R-3, R-3PK, R-4, R-5, R-6, V-1, V-2, V-3, V-4, V-5, VR-1, VR-2, VR-3, and residential portions of GMD, VM-1 and VM-2 and PUD/PUD-PK districts) are designed to promote and protect the health, safety, convenience, order, prosperity and other aspects of the general welfare. The general goals include:

6.01.00. Districts Established.

In order to regulate and limit the height and size of buildings, to regulate and limit the intensity of the use of lot areas, to regulate and determine the areas of open spaces within and

ECPA Home



Chris Jones

Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

Amendment 1/Portability Calculations

Back

Navigate Mode

☒ Account

☐ Reference

Printer Friendly Version

General Information

Reference: 101S301101090006

Account: 020138100

Owners: MIMS AMY BLOODSWORTH

Mail: 8902 FOWLER AVE LOT E
PENSACOLA, FL 32534

Situs: 8400 COVE AVE BLK 32534

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: \$24,624

Total: \$24,624

[Save Our Homes:](#) \$0

[Disclaimer](#)

[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
05/31/2013	7027	60	\$11,000	WD	View Instr
10/22/2012	6924	162	\$100	WD	View Instr
10/16/2012	6921	1904	\$100	WD	View Instr
06/11/2012	6869	778	\$100	OJ	View Instr
06/2005	5653	867	\$30,000	WD	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 LT 9 BLK 6 W 179 FT N 330 FT E
179 FT S 330 FT TO POB OR 7027 P 60...

Extra Features

None

Parcel Information

Section Map Id:
10-1S-30-2

Approx. Acreage:
1.2600

Zoned:
R-3

Evacuation & Flood Information
[Open Report](#)

COVE AVE

W DETROIT BLVD

Buildings

Images

None

Launch Interactive Map

1/1/2014

GMR: 03/06/14 Rezoning Case Z-2014-02 Attachment

EMPIRE

LAND SURVEYING
INC.

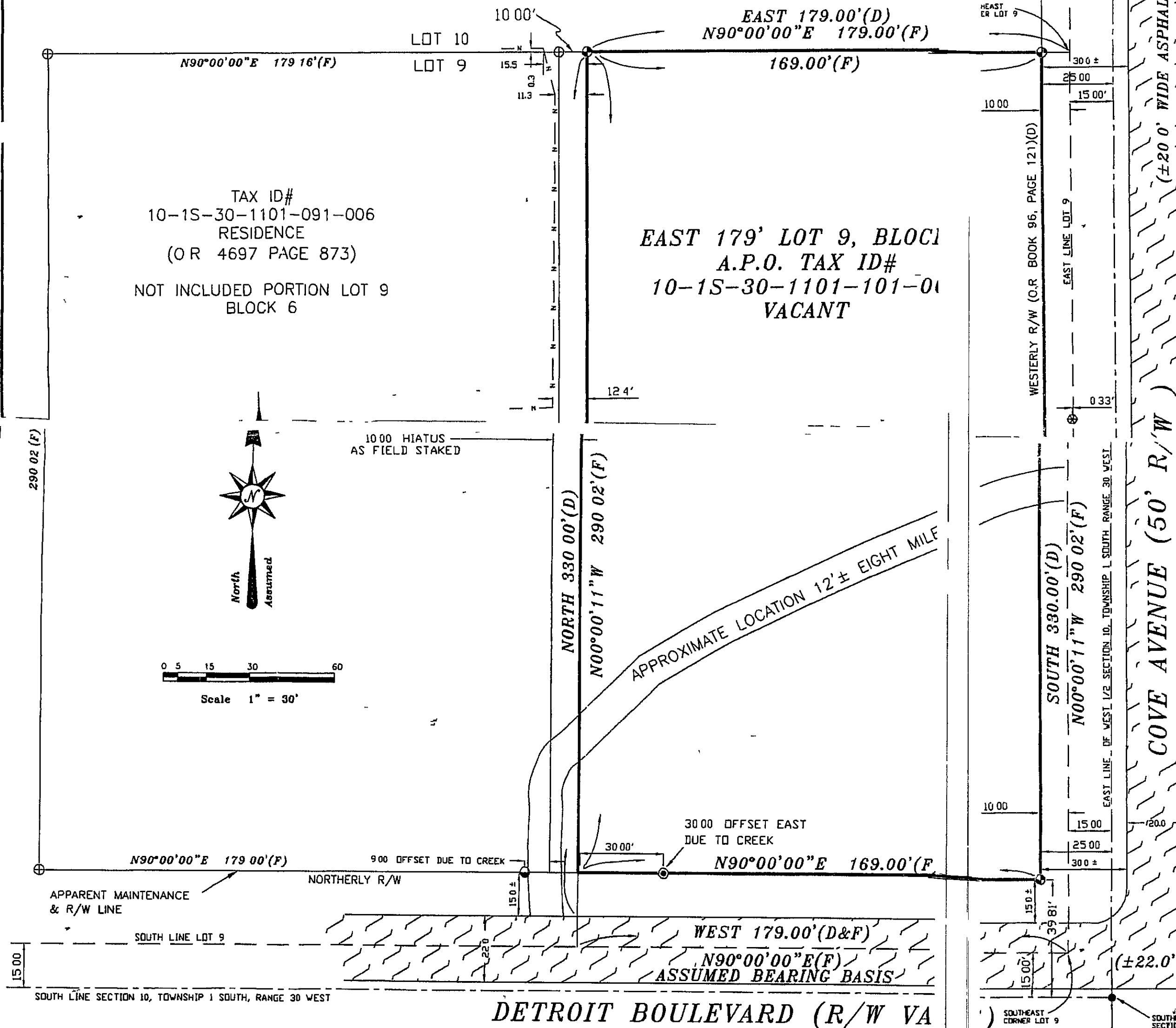
LOT 10, BLOCK 6
A.P.O. TAX ID#
10-1S-30-1101-101-006
RESIDENCE

TAX ID#
10-1S-30-1101-091-006
RESIDENCE
(OR 4697 PAGE 873)
NOT INCLUDED PORTION LOT 9
BLOCK 6

EAST 179' LOT 9, BLOCK 6
A.P.O. TAX ID#
10-1S-30-1101-101-006
VACANT



Scale 1" = 30'



BOUNDARY SURVEY COVE AVENUE A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA

LEGEND

- O R OFFICIAL RECORD BOOK
R/W RIGHT OF WAY
A.P.O. A PORTION OF
N 4 CHAIN LINK FENCE
● FOUND 1/2" CAPPED IRON ROD - OFFSET-SWEENEY
⊕ FOUND 1/2" CAPPED IRON ROD - BUTLER #3774
⊗ FOUND 5/8" CAPPED IRON ROD - FLORIDA DEPARTMENT OF TRANSPORTATION
⊙ SET 1/2" CAPPED IRON ROD LICENSED BUSINESS #6993
⊙ SET 1/2" RED CAPPED IRON ROD LICENSED BUSINESS #6993
X FOUND X CUT IN CONCRETE BRIDGE
● FOUND 1/2" IRON ROD - DISTURBED

LEGAL DESCRIPTION (DEED 461, PAGE 492)

BEGINNING AT THE SOUTHEAST CORNER OF LOT 9, BLOCK 6, SECTION 10, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE RUN WEST 179 FEET, THENCE RUN NORTH 330 FEET, THENCE RUN EAST 179 FEET THENCE RUN SOUTH 330 FEET TO POINT OF BEGINNING, EXCEPT ONE-HALF OF RIGHT-OF-WAY FOR PUBLIC ROADS ON THE EAST AND SOUTH SIDES OF LOT 9

SURVEYOR'S REPORT

- 1 THE PLAT RECORDED AT DEED BOOK 89, PAGE 369 DOES NOT DIMENSION ROAD RIGHT-OF-WAYS THE RIGHT-OF-WAY DIMENSIONING AS SHOWN WERE DETERMINED FROM ESCAMBIA COUNTY ENGINEERING AND APPARENT RIGHT OF WAY MAINTENANCE LINES
- 2 THE APPARENT MAINTENANCE RIGHT-OF-WAY OF COVE AVENUE IS PLUS OR MINUS 25.0' FROM CENTERLINE OF EXISTING ASPHALT PAVING ON COVE AVENUE

FLOOD ZONE DETERMINATION

THE PROPERTY DESCRIBED HEREON IS LOCATED IN FLOOD ZONES "A" AND "X" ACCORDING TO THE FLOOD INSURANCE RATE MAP, NUMBER 12033C0295-F, DATED FEBRUARY 23, 2000, FURNISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY

THE UNDERSIGNED CLIENT(S) ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS SURVEY:

JEFFERY S. LEWIS

THE PURPOSE OF THIS SURVEY IS FOR TITLE TRANSACTION AND ITS ACCOMPANYING MORTGAGE. THIS MAP IS CERTIFIED AS MEETING THE FLORIDA MINIMUM TECHNICAL STANDARDS TO THE FOLLOWING AND IS FOR THE BENEFIT OF ONLY THE FOLLOWING LISTED CLIENT(S), AGENT(S) AND COMPANIES

JEFFERY S. LEWIS
CITIZENS TITLE
AMERICAN PIONEER TITLE INSURANCE COMPANY

NOTED: THE ORIGINAL BLUE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

FIELD BOOK	DATE

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED, THAT THIS SURVEY WAS COMPLETED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THIS SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY RULE 61G17, FLORIDA ADMINISTRATIVE CODE; THAT THIS SURVEY ALSO COMPLIES WITH CHAPTERS 177 AND 472 FLORIDA STATUTES.

MARCH 17, 2004 LELAND M. EMPIRE, P.S.M.

EMPIRE LAND SURVEYING, INC.
PROFESSIONAL LAND SURVEYING • SERVING NORTHWEST FLORIDA
8720 N PALAFOX STREET, PENSACOLA, FLORIDA 32534
PHONE 850-477-3745 • FAX 850-477-3705
LICENSED BUSINESS #8993 STATE OF FLORIDA

REVISIONS

ENCROACHMENTS:

CLIENT: LEWIS
SOURCE OF INFORMATION:
FIELD SURVEY
PLAT RECORDED IN
DEED BOOK 89 PAGE 369
PENSACOLA, FLORIDA
#04-04-003

BEARING BASIS:
NORTHERLY E/W DETROIT N 81°00'00" E (ASSUMED)

TYPE OF SURVEY:
BOUNDARY WITH IMPROVEMENTS

GENERAL NOTES:
1 Fence locations as drawn are not to scale
2 Jurisdiction (wetlands) boundary lines not located unless otherwise noted
3 Footings foundations or any other subsurface structures were not located
4 All bearings and/or angles and distances are Deed and Actual unless otherwise noted Deed = (D) Actual Field Measurement = (F) Plat = (P)
5 All measurements were made in accordance with United States standards. The accuracy shown meet the standards required in the appropriate land area
6 No Title Search of the Public Records has been performed by this firm and lands shown hereon were not abstracted by this firm for ownership, easements or right-of-ways. The parcel shown hereon may be subject to setbacks, easements, zoning, and restrictions that may be found in the Public Records of said County

SCALE: 1" = 30'
FIELD DATE: 3/05/04
ORDER NO.: 089-04
FIELD BOOK: 45/23-24



Development Services Department

Building Inspections Division

3363 West Park Place
Pensacola, Florida, 32505
(850) 595-3550
Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **597210**

Date Issued. : 01/03/2014

Cashier ID : GELAWREN

Application No. : PRZ140100002

Project Name : Z-2014-02

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
-------------------	--------------------	-------------	---------

Cash

		\$1,156.16	App ID : PRZ140100002
--	--	------------	-----------------------

		\$1,156.16	Total Cash
--	--	-------------------	-------------------

Received From : BUDDY PAGE

Total Receipt Amount : **\$1,156.16**

Change Due : \$0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
---------------	-----------	-------------	---------	-------------

PRZ140100002	689220	1,156.16	\$0.00	8400 COVE AVE, PENSACOLA, FL, 32534
--------------	--------	----------	--------	-------------------------------------

Total Amount :

1,156.16

\$0.00

Balance Due on this/these
Application(s) as of 1/3/2014

MIMS AMY BLOODSWORTH
8902 FOWLER AVE LOT E
PENSACOLA, FL 32534

HIGGINS SHARON A
1500 W DETROIT BLVD
PENSACOLA, FL 32534

LEDET CHARLES A
1480 W DETROIT BLVD
PENSACOLA, FL 32534

TIMOTHY FRANCES R
8400 BOWMAN AVE
PENSACOLA, FL 32534

GRANT CHARLES D & PATSY A
8455 COVE AVE
PENSACOLA, FL 32534

GRANT BOBBY L
8441 COVE AVE
PENSACOLA, FL 32534

REBKAY PROPERTIES INC
223 SABINE DR
PENSACOLA BEACH, FL 32561

POHLMANN JEFFREY M & TRISHA K
8510 COVE AVE
PENSACOLA, FL 325341606

STEELE HOMER R
5720 ABBINGTON LANE
MILTON, FL 32583

OSWALD EDWARD E
8320 PILGRIM RD
PENSACOLA, FL 32514

ROBINSON MARK D
8430 COVE AVE
PENSACOLA, FL 32534

SEERY MICHAEL W & CHARLENE H
1350 W DETROIT BLVD
PENSACOLA, FL 32534

CANAN VICKI CONLEY
1340 W DETROIT BLVD
PENSACOLA, FL 32534

OSWALD EDWARD E
8320 PILGRIM RD
PENSACOLA, FL 32514

CROCHET LOUIS J III &
1470 W DETROIT BLVD
PENSACOLA, FL 32534

KNIGHT TURA G TRUSTEE
8520 COVE AVE
PENSACOLA, FL 32534

WALLER JEREMY
1555 W DETROIT BLVD
PENSACOLA, FL 32534

MCCLELLAN STEPHEN A &
1479 DETROIT BLVD
PENSACOLA, FL 32534

MANSFIELD PENSACOLA OFFICE LLC
1325 W DETROIT BLVD
PENSACOLA, FL 32534

FIRST NATIONAL BANK OF CRESTVIEW
C/O MICHAEL WM MEAD PA
24 WALTER MARTIN RD SUITE 3
FORT WALTON BEACH, FL 32548

MYRICK HAYWARD B
8331 DURAND AVE
PENSACOLA, FL 32534

STEWART E DEWAYNE
8361 DURAND AVE
PENSACOLA, FL 32534

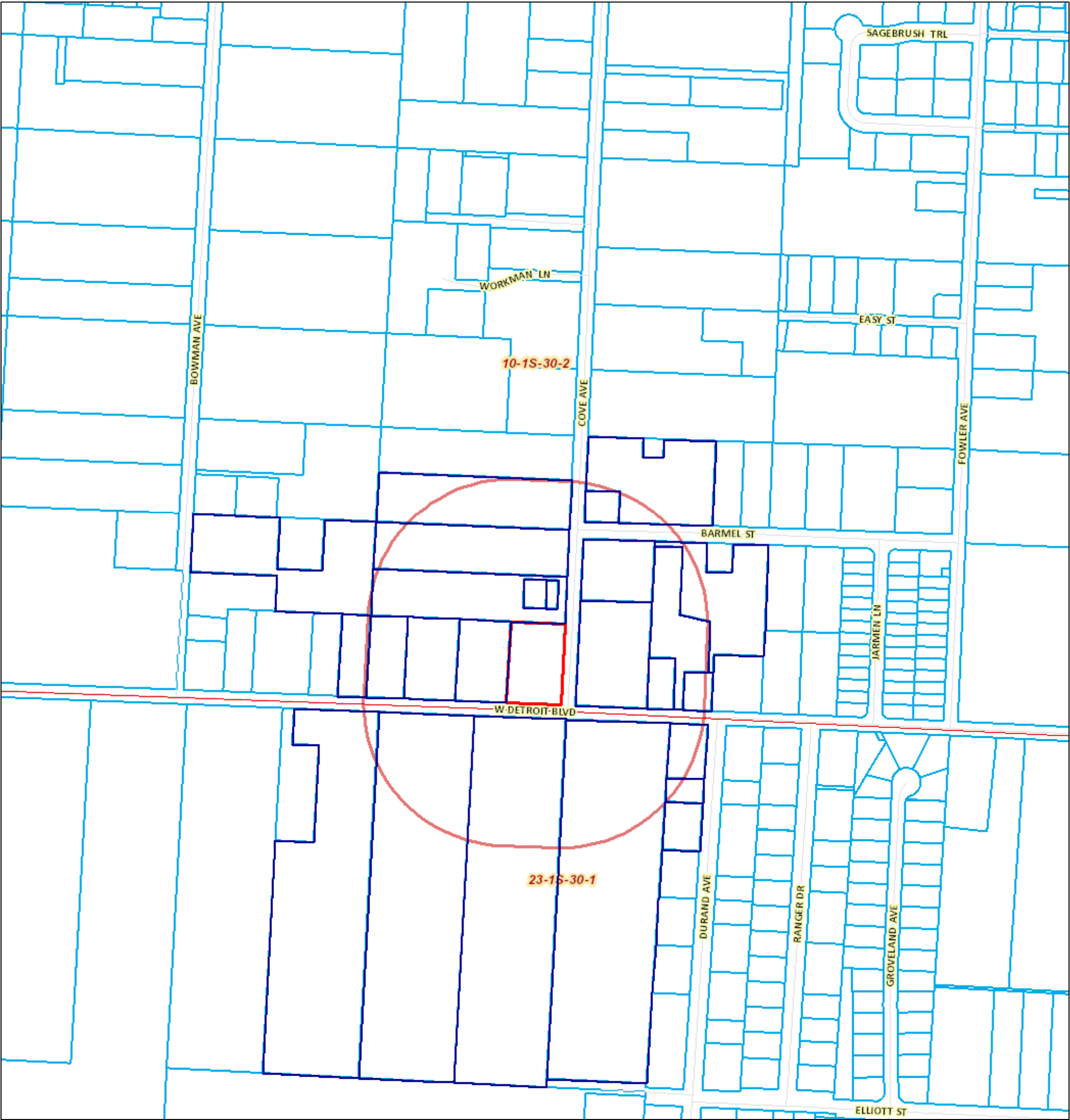
HELTON DORIS O
730 LEXINGTON RD
PENSACOLA, FL 32514

CRAIG TIMOTHY G
145 BLUE JAY RD
GREENVILLE, TN 37743

CRAIG TIMOTHY G
145 BLUE JAY RD
GREENVILLE, TN 37743

SCANLAN MARK S
3241 COPPER RIDGE CIR
CANTONMENT, FL 32533

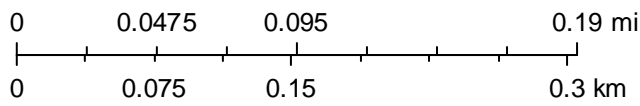
Chris Jones Escambia County Property Appraiser



January 6, 2014

1:4,118

- 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

~~LDC Workshop~~
Speaker Request Form

Rezoning DL

Please Print Clearly

Meeting Date: 2-4-14 Case # 2-2014-02

*Name: BUDDY PAGE

*Address: 5337 HAMILTON City, State, Zip: PAGE 32571

Email Address: budpage1@att.net Phone: 232-9893

Please indicate if you:

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

All items with an asterisk * are required.

Chamber Rules

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



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 2-4-14

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2014-02

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

 In Favor V Against

*Name: Kathleen Robinson

*Address: 8430 Cove Ave *City, State, Zip: Pensacola, FL 32534

Email Address: krobinson170@cox.net Phone: 269-665-0600

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

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



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: Feb 4, 2014

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2014-02

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ☒ Against

*Name: TRISHA POHLMANN

*Address: 8510 COVE AVE *City, State, Zip: 32534

Email Address: tkpohlmann@cox.net Phone: 478-1048

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-2012-01

IN AND FOR ESCAMBIA COUNTY, FLORIDA
ESCAMBIA COUNTY PLANNING BOARD

Quasi-judicial proceedings held before the

Escambia County Planning Board, on Monday, March 12th,
2012, at the Escambia County Central Office Complex,
3363 West Park Place, First Floor, Pensacola, Florida,
commencing at 8:30 a.m.

APPEARANCES

PLANNING BOARD:

WAYNE BRISKE, CHAIRMAN
TIM TATE, VICE CHAIRMAN
DOROTHY DAVIS
STEVEN BARRY
R. VAN GOODLOE
KAREN SINDEL
ALVIN WINGATE
PATTY HIGHTOWER, SCHOOL BOARD MEMBER (NOT PRESENT)
BRUCE STITT, NAVY REPRESENTATIVE
STEPHEN WEST, ASSISTANT COUNTY ATTORNEY

DEVELOPMENT SERVICES BUREAU:

T. LLOYD KERR, AICP, BUREAU CHIEF (NOT PRESENT)
HORACE JONES, DIVISION MANAGER, LONG RANGE PLANNING
ALLYSON CAIN, URBAN PLANNER DEVELOPMENTAL SERVICES
JOHN FISHER, URBAN PLANNER DEVELOPMENTAL SERVICES
DENISE HALSTEAD

GENERAL PUBLIC

REPORTED BY: SUSAN S. HINOTE, COURT REPORTER

1

PROCEEDINGS

MR. BRISKE: Good morning. Welcome to
the monthly meeting today for March 12th.
Before we get started I would like to ask for
the invocation and the pledge, please.

(Invocation and Pledge of Allegiance.)

MR. BRISKE: I welcome all of you to the
meeting here today. We do have, it looks
like, a large number of speakers today, so as
we get going -- we do have a new Court
Reporter here who is joining us. We would
welcome her. I would ask the Board Members
just to identify yourselves as you start to
speak until she gets used to everyone here so
she has it for the record.

I would ask that members of the public
please keep your point short and brief so
that we can give everybody a chance to speak.
We will hear everyone's comments. But if
someone has said something several times
over, we'd ask that you just reiterate the
point quickly, just so that we can give
everyone a chance to speak.

So with that, we will call the meeting
to order, the meeting for the Escambia County

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Planning Board for March 12th, 2012, is
hereby called to order. We do have a full
Board so we have a quorum. And I'd like to
ask the staff do we have proof of
publication?

MS. HALSTEAD: Yes, sir, we do. The ad
was run on February 24th in the Pensacola
News Journal.

MR. BRISKE: Okay. And does that
meeting meet all of the -- excuse me. Does
that publication meet all of the legal
requirements?

MS. HALSTEAD: Yes, sir.

MR. BRISKE: Okay. The Chair will
entertain a motion to waive the reading of
the legal.

MS. DAVIS: I so move.

MR. BRISKE: There's a motion and a
second. All those in favor say aye.
(Board members vote.)

MR. BRISKE: Opposed?

(None.)

MR. BRISKE: Motion carries.

(The motion passed unanimously.)

MR. BRISKE: At this hearing, the

4

<p>1 Planning Board is acting under its authority 2 to hear and make recommendations to the Board 3 of County Commissioners on rezoning 4 applications. These hearings are 5 quasi-judicial in nature. Quasi-judicial 6 hearings are like evidentiary hearings in a 7 court of law; however, they are less formal. 8 All testimony will be given under oath 9 and anyone testifying before the Planning 10 Board may be subject to cross-examination. 11 All documents and exhibits that the Planning 12 Board considers must be entered into evidence 13 and made part of the record. Opinion 14 testimony will be limited to experts. And 15 closing arguments will be limited to the 16 evidence in the record. Before making our 17 decision, the Planning Board will consider 18 the relevant testimony, the exhibits entered 19 into evidence, and the applicable law. 20 Each individual who wishes to address 21 the Planning Board must complete a Speaker 22 Request Form and then you'll submit it up 23 here to the clerk. They're located on the 24 table in the back of the Chambers. You will 25 not be allowed to speak unless we receive a</p> <p style="text-align: right;">5</p>	<p>1 Planning Board regarding any matters under 2 consideration today are considered ex parte 3 communications. Ex parte communications are 4 presumed prejudicial under Florida law and 5 must be disclosed as provided in the Board of 6 County Commission Resolution 96-13. As each 7 case is heard, I will ask of any Board 8 Members who have been involved in any ex 9 parte communication please identify 10 themselves and describe the communication. 11 As required by Section 2.08.02.D of the 12 Escambia County Land Development Code, the 13 Planning Board's recommendation to the Board 14 of County Commissioners shall include 15 consideration of the following six criterion: 16 a. <u>Consistency with the Comprehensive</u> 17 <u>Plan</u>: whether the proposed amendment is 18 consistent with the Comprehensive Plan. 19 b. <u>Consistency with the Code</u>: whether 20 the proposed amendment is in conflict with 21 any portion of the Land Development Code, and 22 is consistent with the stated purpose and 23 intent of the Land Development Code. 24 c. <u>Compatibility with surrounding uses</u>: 25 whether and to the extent to which the</p> <p style="text-align: right;">7</p>
<p>1 completed form for our record. Please also 2 note that only those individuals who are here 3 today and can give testimony on the record at 4 this hearing will be allowed to speak at the 5 subsequent hearing before the Board of County 6 Commissioners. No new evidence can be 7 presented at the BCC meeting; therefore, all 8 testimony and evidence must be presented 9 today. 10 The Planning Board will consider -- 11 excuse me, will provide a recommendation for 12 each rezoning request to the Board of County 13 Commissioners. They will then review the 14 testimony, documents, and exhibits, consider 15 the closing arguments and make a final 16 decision. All decisions by the BCC are 17 final. Anyone who wishes to seek judicial 18 review of the decision of the Board of County 19 Commissioners must do so in a court of 20 competent jurisdiction within 30 days of the 21 date that the Board of County Commissioners 22 either approves or rejects the recommended 23 order of the Planning Board. 24 All written or oral communications 25 outside of this hearing with members of the</p> <p style="text-align: right;">6</p>	<p>1 proposed amendment is compatible with 2 existing and proposed uses in the area of the 3 subject properties. 4 d. <u>Changed conditions</u>: whether and to 5 the extent to which there are any changed 6 conditions that impact the amendment or the 7 properties. 8 e. <u>Effect on the natural environment</u>: 9 whether and the extent to which the proposed 10 amendment would result in significant adverse 11 impacts on the natural environment. 12 f. <u>Development patterns</u>: whether and 13 to the extent to which the proposed amendment 14 would result in a logical and orderly 15 development pattern. 16 At the beginning of each case, as long 17 as there are no objections from the 18 applicant, we will allow the staff to 19 present the location and zoning maps and 20 photographs for the property. 21 Then we will hear from the applicant and 22 any witnesses that they may wish to call. 23 Then we will hear from our staff and any 24 witnesses that they wish to call. 25 Finally, we will hear from members of</p> <p style="text-align: right;">8</p>

<p>1 the public who have filed a Speaker Request</p> <p>2 Form.</p> <p>3 At this time, I would ask our Court</p> <p>4 Reporter to swear in the staff members that</p> <p>5 are going to be testifying today and I would</p> <p>6 ask that each staff member identify their</p> <p>7 name and position for the record before we</p> <p>8 swear in, please.</p> <p>9 Horace, are you going to be testifying?</p> <p>10 MR. JONES: Yes, sir.</p> <p>11 MR. BRISKE: All right. If you'll</p> <p>12 start, please.</p> <p>13 MR. JONES: It's Horace Jones, Division</p> <p>14 Manager for the Planning and Zoning</p> <p>15 Department.</p> <p>16 MS. CAIN: Allyson Cain, Urban Planner</p> <p>17 II, Zoning Services.</p> <p>18 MR. FISHER: John Fisher, Urban Planner</p> <p>19 II, Zoning Service Department.</p> <p>20 (Staff members sworn.)</p> <p>21 MR. BRISKE: Okay. The Board has</p> <p>22 previously qualified all of these individuals</p> <p>23 to offer expo -- expert testimony in the area</p> <p>24 of land use and planning. Does anyone have</p> <p>25 any questions regarding his or her</p> <p style="text-align: right;">9</p>	<p>1 MR. BRISKE: And opposed?</p> <p>2 (None.)</p> <p>3 MR. BRISKE: All right. It passes</p> <p>4 unanimously. The Rezoning Hearing Package</p> <p>5 with the staff's Findings-of-Fact and the</p> <p>6 legal advertisement will be marked and</p> <p>7 included in the record as Composite Exhibit A</p> <p>8 for all of today's cases.</p> <p>9 (Composite Exhibit A was so marked and</p> <p>10 entered into evidence at this time.)</p> <p>11 MR. BRISKE: Today we have three cases</p> <p>12 to be heard. Our first case today is Case</p> <p>13 Z-2012-01. This is a case being remanded</p> <p>14 back to the Planning Board from the February</p> <p>15 2nd Board of County Commission meeting, 9869</p> <p>16 North Loop Road. This is from a Rural</p> <p>17 Residential District, RR, to an AMU, Airfield</p> <p>18 Mixed Use District.</p> <p>19 Members of the Board, has there been any</p> <p>20 ex parte communication between you, the</p> <p>21 applicant, the applicant's agents, attorneys,</p> <p>22 witnesses, with any fellow Planning Board</p> <p>23 Members or anyone from the general public</p> <p>24 prior to this hearing? I will also ask when</p> <p>25 you respond that you explain if you have</p> <p style="text-align: right;">11</p>
<p>1 qualifications to offer expert testimony?</p> <p>2 Okay. Hearing none, the Chair will entertain</p> <p>3 a motion to accept them as experts in the</p> <p>4 area of land use and planning.</p> <p>5 MR. BARRY: So move.</p> <p>6 MR. GOODLOE: Second.</p> <p>7 MR. BRISKE: Motion and second. All</p> <p>8 those in favor say aye.</p> <p>9 (Board members vote.)</p> <p>10 MR. BRISKE: Opposed?</p> <p>11 (None.)</p> <p>12 MR. BRISKE: Okay. It passes unanimously.</p> <p>13 The Rezoning Hearing Package for March</p> <p>14 12th, 2012, with the staff's Findings-of-Fact</p> <p>15 has previously been provided to the Board</p> <p>16 Members.</p> <p>17 The Chair will entertain a motion to</p> <p>18 accept the Rezoning Hearing Package and the</p> <p>19 staff's Findings-of-Fact, as well as the</p> <p>20 legal advertisement into evidence.</p> <p>21 MS. DAVIS: I so move.</p> <p>22 MS. SINDEL: Second.</p> <p>23 MR. BRISKE: Motion and a second. All</p> <p>24 those in favor?</p> <p>25 (Board members vote.)</p> <p style="text-align: right;">10</p>	<p>1 visited the subject property, and also</p> <p>2 disclose if you are a relative, business</p> <p>3 associate or attorney of the applicant or the</p> <p>4 applicant's agent.</p> <p>5 And, once again, I will ask that you</p> <p>6 state your name on the record so our Court</p> <p>7 Reporter can start. And we'll start down</p> <p>8 with Mr. Bruce Stitt, please.</p> <p>9 MR. STITT: Bruce Stitt, U.S. Navy, no</p> <p>10 ex parte communication. I have visited the</p> <p>11 site.</p> <p>12 MR. GOODLOE: No ex parte communication.</p> <p>13 I have visited the site.</p> <p>14 MR. BARRY: No communication. I have</p> <p>15 not visited the site.</p> <p>16 MR. BRISKE: Chairman Wayne Briske. I</p> <p>17 have no ex parte communication and I have not</p> <p>18 visited the site.</p> <p>19 MR. TATE: Vice Chairman Tim Tate. I've</p> <p>20 had no ex parte communication. I've not</p> <p>21 visited the site but I'm very familiar with</p> <p>22 its location.</p> <p>23 MS. DAVIS: Dorothy Davis. No to all of</p> <p>24 the above.</p> <p>25 MR. WINGATE: Alvin wingate. I have</p> <p style="text-align: right;">12</p>

1 visited the site by drive-by only.
2 KAREN SINDEL: Karen Sindel. I have had
3 no ex parte. I am not related to anyone
4 involved. I have visited the site twice.

5 MR. BRISKE: Okay. Thank you. Staff
6 was noticed of the hearing sent to all
7 interested parties.

8 MS. HALSTEAD: Yes, sir, it was.

9 MR. BRISKE: Okay. And was the notice
10 of the hearing also posted on the subject
11 property?

12 MS. HALSTEAD: Yes, sir.

13 MR. BRISKE: Okay. At this time, unless
14 there's an objection, Mr. Rigby, the staff
15 will present the maps and photographs for the
16 case.

17 MR. RIGBY: Okay.

18 MR. BRISKE: All right. If you will
19 please proceed with that.

20 (Presentation by Ms. Cain.)

21 MS. CAIN: This is Case 2012-01. This
22 is a locational map showing the location of
23 the subject parcel. This is a 500-foot
24 zoning map showing the RR zoning, as well as
25 the surrounding C-1 and R-6. This is the

13

1 MR. TATE: Okay. Okay. The mailing
2 list -- just so we're aware that there's
3 another piece of property that's owned by the
4 same -- it's part of the parcel but it's not
5 part of the --

6 MS. CAIN: Rezoning, correct.

7 MR. TATE: -- rezoning?

8 MR. BRISKE: Okay. Any other questions
9 on the maps for photography? Okay. Hearing
10 none, Mr. Rigby, if you'll please come
11 forward. I'll ask that you state your name
12 and position and address for the record, sir.

13 MR. RIGBY: Thank you, Mr. Briske.
14 Jesse Rigby, I'm with the law firm of Clark,
15 Partington, Hart in Pensacola, 125 West
16 Romano Street, Suite 800.

17 MR. BRISKE: Okay.

18 (Presentation by Mr. Rigby.)

19 MR. RIGBY: Members of the Board, we're
20 on a --

21 MR. BRISKE: Mr. Rigby, excuse me just a
22 moment. I have to ask you a couple of
23 questions --

24 MR. RIGBY: Okay. Sure.

25 MR. BRISKE: -- for our record here.

15

1 Future Land Use, Mixed Use Urban. This is
2 the existing Future Land Use showing --
3 outlined in red -- showing the subject
4 property with the existing land uses
5 surrounding. This is the aerial showing the
6 wetlands, as well. This is the public notice
7 sign on the site.

8 This is the subject property looking
9 south onto the subject property. This is
10 looking north across the street, North Loop,
11 from the subject property. Looking west.
12 This is looking east. And this is our
13 500-foot radius map from Chris Jones,
14 Property Appraiser, as well as our mailing
15 list with 500 feet that lists all property
16 owners.

17 MR. BRISKE: Board Members, any
18 questions on those maps or photographs?

19 MR. TATE: Can you go back -- Tim Tate.
20 Can you go back to the picture of the
21 500-foot map?

22 MS. CAIN: Uh-huh.

23 MR. TATE: That includes that parcel on
24 the other side of Blue Angel?

25 MS. CAIN: Yes.

14

1 Mr. Rigby, have you and your client received
2 a copy of the Rezoning Hearing Package with
3 staff's Findings-of-Fact?

4 MR. RIGBY: I have; I've received the
5 same information that was provided to you. I
6 was -- I will, just for the record, note that
7 I was handed literally just minutes before
8 the hearing a new document from the Navy. I
9 have scanned it one quick time.

10 MR. BRISKE: Okay. I believe Mr. Stitt
11 is going to go over that in detail when we
12 get into the case. Mr. Rigby, do you
13 understand that you have the burden of
14 proving by substantial, competent evidence
15 that the proposed rezoning is consistent with
16 the Comprehensive Plan, furthers the goals,
17 objectives, and policies of the Comprehensive
18 Plan, and is not in conflict with any portion
19 of the County's Land Development Code?

20 MR. RIGBY: I do.

21 MR. BRISKE: And, sir, please proceed.

22 MR. RIGBY: I know that you also
23 received a copy of the -- excuse me, a copy
24 of the transcript of the county commission
25 hearing of February the 2nd. Again, I was

16

not at that hearing. I was out of town. But after reading the transcript and talking with Mr. William Dunaway who represented my client, Knowhow Group, clients, Knowhow Group, U.S.A. and James Hinson, and after talking briefly with Ms. Alison Rogers, the county attorney, I believe that the Board of County Commission has asked that the Planning Board really address the following issues: Access, whether there is access from the Knowhow Group property to Blue Angel.

We raised that and it was discussed at the last meeting, but there is obviously some confusion at the county commission level, and I was not very clear. As I recall, we simply represented that we'd been informed that there was no access, that DOT would not authorize a road cut to Blue Angel.

And there was some need for clarification of why the two apartment complexes immediately north of Knowhow Group, which, I believe, is Austinwood and Countrywood, have -- why they have their ingress and egress on North Loop Road. They're interrelated.

17

The second issue is how does the lack of direct access to Blue Angel impact future use of the property if the western portion of the property is rezoned AMU-2?

Third, there was some discussion of split zoning that needs some clarification today.

And fourth, they asked, the County Commission, really asked quite specifically what the Navy's position is going to be with respect to the ultimate decision of this Board which was to recommend approval to rezone the western portion AMU-2 that is located in the AIPD-2 overlay district but to deny the application for the eastern portion and leave it therefore RR.

I believe we now have that with the Navy's response. I'm not sure at this point exactly what it says. But if I can, I'd like to address those points raised by the County Commission. I believe, of course, all evidence that was presented last time is in the record and need not be represented, frankly, by any party or by the neighbors.

And at the last hearing we told you that

18

direct access to Blue Angel was prohibited by FDOT but at that time we did not provide you any clear evidence of that fact.

What we could and did show you at the meeting, of course, is that are no accesses running from the Navy base, by aerial photographs, up to Sorrento. You saw that. And we know that that two apartment complexes have their ingress and egress on North Loop Road, and you would have thought that logically it would have been, at least for the larger one, Austinwoods, would have been direct onto Blue Angel.

You know have evidence in the record, in the package, and I've spoken with staff, and they provided that to you, and I would -- and, of course, you've accepted it in evidence now. And that is the FDOT right-of-way map that was used in 1977 to condemn the property through the eminent domain process and to acquire right-of-way to widen Blue Angel.

Now I'm not sure I can interpret that map for you. There's a lot of stuff on there. I am told that what it does is

19

convert this area into limited access. And, I believe, it clearly does that. And you also have, which is very important, the right-of-way contract for Limited Access Highway -- that's the title to it -- between Escambia County and FDOT that was approved by the County Commission on September 15, 1997 -- 1977, excuse me, with an attached resolution of the Secretary of Transportation, and you have the deed by which FDOT acquired the right-of-way from Mr. Hinson's parents.

These documents, again, are in the record as evidence. The deed is a standard deed of property that comes out of an eminent domain process. It records in the public records the limited access rights imposed on the former Hinson property, which is now the Knowhow Group property.

You also have some email communications in the package, as I recall, that had to do -- and, of course, these documents provided by the FDOT permitting representative, Ms. Heidi Taylor. And, again, what these documents show is that there is limited

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<p>1 access. Essentially, there is no access. 2 It's what limited access means, just like you 3 would have with an interstate highway, you 4 would have access only at certain 5 intersections. So there's essentially no 6 access to Blue Angel for many of the 7 properties in that area, including Knowhow 8 Group.</p> <p>9 The County -- and what we now know 10 is that the County Commission requested this. 11 Now what we don't know going back to 1977 is 12 why Mr. Kelson as the chairman, and other 13 members of the commission, actually made that 14 request. It is unusual. It meant that DOT 15 probably had to pay a little more money for 16 the property.</p> <p>17 We represented that it was -- the 18 hearsay is it comes from the Navy's request 19 of either the County or DOT; that seems to 20 make some sense. No one else would have had 21 an interest.</p> <p>22 But in summary, there will be no road 23 cuts. And, again, this explains specifically 24 why those apartment complexes have their 25 ingress and egress on North Loop Road.</p> <p style="text-align: right;">21</p>	<p>1 portion of the property is not going to 2 change in any regard with respect to those 3 neighbors to the north and to the east who 4 would abut that property.</p> <p>5 We would renew that application today to 6 split zone the property as you decided to do 7 last time. This property, again, that's 8 usable, is tucked away behind Countywood 9 apartments to the south of it.</p> <p>10 So, for the record, I believe that is 11 the impact of the lack of access to Blue 12 Angel. This property will be used for 13 residential purposes and not for pure 14 commercial purposes or, at least, it would 15 appear that no one can justify tucking a 16 restaurant around behind the apartments that 17 you have to get to from North Loop Road. 18 That makes no sense whatsoever from an 19 economic feasibility point of view.</p> <p>20 The second issue that the County 21 Commission wanted you to discuss or consider 22 was split zoning. And I don't want to call 23 staff, but I would like staff to confirm to 24 you whether my opinion is consistent with 25 theirs, and that is there is absolutely no</p> <p style="text-align: right;">23</p>
<p>1 What is the impact on the future use of 2 the Knowhow Group property resulting from the 3 lack of direct access? What I believe the 4 impact is, is if you look at those maps and 5 apply common sense, although AMU-2, as does 6 AMU-1, allow certain commercial uses of the 7 property, those uses are impractical. 8 They're impractical because although the road 9 fronts on Blue Angel, you can't access them, 10 and they are tucked around behind. Again, 11 you've seen the maps and you've seen the maps 12 that show the demarcation between the AIPD-1 13 and AIPD-2 zones.</p> <p>14 The only places that you can 15 theoretically put commercial that might have 16 some kind of access would be up close to that 17 little portion of the northern portion of the 18 property that goes up to North Loop Road. 19 And what we did in order to try to address 20 the neighbor's concerns about a change of the 21 nature of the property that's adjacent to 22 their parcel is at the last hearing we 23 modified the request and asked that you go 24 ahead and leave the eastern portion RR; that 25 allows no commercial uses, therefore, that</p> <p style="text-align: right;">22</p>	<p>1 prohibition in either the Comprehensive Plan 2 or in the Land Development Code to the split 3 zoning of parcels.</p> <p>4 And Mr. Briske, if we can, I would like 5 the staff to at least let you know whether 6 that's a dispute or not.</p> <p>7 MR. BRISKE: Horace?</p> <p>8 MR. JONES: Mr. Rigby is correct, the 9 Land Development Code or the Comprehensive 10 Plan does not prohibit split zoning.</p> <p>11 MR. RIGBY: And, in fact, it really 12 doesn't even address it. And, again, I think 13 that clarification is important for the 14 County Commission when they read the record 15 so we have that clearly -- evidence in the 16 record of that fact.</p> <p>17 Now, as you know, a zoning decision has 18 to take into consideration the six factors, 19 and the first of those is a Comprehensive 20 Plan. It's MU Urban, as we addressed at the 21 last hearing, MU Urban. Property owners have 22 a right to a minimum of two units per acre 23 and a maximum of ten. So you've got -- so 24 the zoning needs to be consistent with those 25 provisions.</p> <p style="text-align: right;">24</p>

At present, the way it sits there today, this property does not afford -- the zoning is inconsistent with this provision of the Comprehensive Plan. And although on its face it would say it's Rural Residential, which allows two units an acre, it really doesn't because the Land Development Code then restricts more than half of that property to one unit for every two and a half acres.

So the zoning is not ultimately the controlling portion of the AIPD-1 area on the east. That maximum density over there is one unit for every two and a half acres. So, therefore, on a parcel-wide basis, this zoning today, RR, is inconsistent with the Comprehensive Plan. And I made that position last time but probably not that clearly.

So we believe you need -- the owner has a right under the law to some change from the RR zoning or it's left inconsistent with the new Comprehensive Plan. It was not inconsistent with the old plan. It is inconsistent with the plan that was adopted a year and a half or so ago or a year ago.

There are also -- again, there's no

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prohibition in the Land Development Code to a split zoning so, therefore, what we're asking for today is consistent with the Land Development Code or not inconsistent with it. Those are the two factors that we have the burden to demonstrate and, I believe, we have done that with the evidence that's in the record.

There are significant change conditions both as a result of the growth in the immediate vicinity and as a direct result of the JLUS, Joint Land Use Study, recommendations of some ten years or so ago. Without the impact of JLUS, without the designation of the AIPD-1 overlay and the APZ-1 overlay, there would at least be an argument that Rural Residential is still consistent with the Comp Plan because it would have two units an acre. JLUS changed those conditions.

Now I would just note for you, in your recommendation that went to the County Commission, you adopted the staff report that there were no change conditions. I ask that you reevaluate that based upon the evidence

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that was presented about what happened, what is blossoming of commercial development at the Sorrento intersection, which is just about a half mile north, and the development of two large apartment complexes and, of course, JLUS.

So I would ask that you specifically consider amending a recommendation if you choose to recommend approval to recognize there are changed conditions that affect the zoning of the property.

Is the rezoning compatible with surrounding uses? This is a matter of consideration. It's not something that we have to prove as a matter of our burden of proof. And I would tell you that yes, it is compatible. And I believe the staff report agrees with that.

It's compatible especially if you leave the eastern portion RR so that those neighbors to the east and northeast know that the property next to their parcel will have no change in use. It will still be residential only, whatever could be put on it, which is a maximum of one unit every two

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and a half acres.

What about development patterns? Development patterns are clearly consistent with the greater density that's been afforded in that area to the apartment complexes to the north.

In summary, a split zoning of the parcel under the unique facts of this request is the only option, I will tell you, that furthers all the goals of the Comprehensive Plan. It is the -- now you could, I guess, honor our first request, which we now modify, and that's put AMU-2 on the whole property. I agree that's not appropriate because of other provisions in the code. So that's off the table.

You could put AMU-1 on the eastern portion of the property; you could do that. That would allow commercial uses. That might be better for my client, but I'm trying to recognize the fact that that's not necessarily the best thing for the neighbors. RR remains the best thing for the neighbors.

Second, you could -- or third, you could put AMU-1 on the entire property; that allows

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commercial uses, which again, is inconsistent with the eastern, and it absolutely provides no real help to my client. He goes from two units an acre on the western portion to three units an acre, but it still has a minimum lot size of a third of an acre. And that, again, because of the limited access, limited amount of land that's really available for use, that does not accomplish the need that's there.

I would again go back to a couple of other points about why AMU-2 is appropriate on that western portion. No other land use can achieve two units an acre minimum. AMU-1, even on the eastern portion of the property, would theoretically increase the density from two to three units an acre but it's still subject to the same, one unit for every two and a half acres, so it won't meet that. AMU-2 is the only way you get there.

AMU-1 prohibits clustering and allows no multi-family use. The only way you really get to a practical use of this property is to have some limited multi-family, and AMU-2's multi-family authorization is limited. You can have only a certain number of units in a

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building. So it's clustering but it's limited clustering. And also, as height limitations, you cannot have a high-rise condominium on that property under AMU-2.

In the Comp Plan, the policy that's designated CON 1.3.8 explicitly recognizes the need for density clustering. It says: To avoid undue harm to property owners, they can come from the restriction imposed by the AIPD-1 and AIP -- APZ-1 district, overlay district. It says explicitly: Escambia County shall include density clustering provisions in the LDC to avoid development in environmentally sensitive areas and AIPD districts wherever feasible. The only district they've allowed that in that can be used in the AIPD-2 district is AMU-2. So that's an express recognition of the need for the AMU-2.

Comp Plan policy FLU 4.1.2.B.5 provides that the County will not support a rezoning that results in increased residential density in excess of JLUS recommendations. The JLUS recommendation for AIPD-2 is three units an acre. This is entirely consistent with the

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plan that was adopted after the JLUS study.

I talked about changed conditions, environmental conditions, and development patterns are addressed in the County staff report, and I don't have any objection to those.

Again, just in summary, if you're going to comply with the existing provisions of the Comp Plan, you need to increase the density authorization at least on that western portion of the property. You can do that with AMU-2, leaving RR on the eastern portion. Split zoning is not prohibited. The limited access, the absence of access to Blue Angel, makes a commercial development of the property infeasible, just from common sense. We don't need an expert to tell us that. And clustering is explicitly recognized as a way to deal with the harm caused to property by the JLUS recommendations.

And let's not lose -- as we listen to whatever Mr. Stitt has offered to us, let's not lose -- let's not fail to recognize the fact that the Navy bought in on every one of

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these provisions in the code after that JLUS Study. This was pushed by the Navy. AMU-2 is in this code to deal with a AIPD-2 problem with a clear approval of the Navy ten years ago. And if we hear the Navy today say we don't want any rezoning, we're going to leave it all RR, that is absolutely inconsistent with the action they've taken historically and in the adoption of these very stringent requirements on the use of property surrounding the Navy base.

And I will wait, if I can, to respond to the Navy's comments after we hear those. And if there are no questions, I'll sit down.

MR. BRISKE: Thank you, Mr. Rigby. Board Members, any questions for Mr. Rigby? He's going to come back up and have a chance to cross-examine and redirect in a moment. Any questions at this point? Okay. At this time I'm going to ask Mr. Bruce Stitt, our Navy representative -- first of all, introduce yourself and introduce the document that you're going to bring into the record because this is new evidence, and then I'll get the Board to accept it as evidence into

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1 the case.

2 MR. STITT: Thank you, Mr. Chairman.
3 Madam Court Reporter, would you like a copy
4 of the memorandum?

5 COURT REPORTER: Yes. Thank you.

6 MR. BRISKE: Bruce, I'm going to bring
7 it in as evidence.

8 MR. STITT: Okay.

9 MR. BRISKE: Once you go ahead and
10 introduce it --

11 MR. STITT: Okay.

12 MR. BRISKE: -- then we'll get a motion
13 on that.

14 MR. STITT: All right. Thank you, Mr.
15 Chairman. Bruce Stitt, U.S. Navy
16 representative, ExOfficio, non-voting member
17 of the Planning Board. I have a memorandum.
18 My apologies for the lateness of the
19 memorandum. In coordinating with our
20 attorney, it didn't get completed until this
21 past Friday, so my apologies.

22 If I can, since I am, by regulation,
23 kind of -- kind of only allowed to speak at
24 this Planning Board meeting and not able to
25 present or defend at the Board of County

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1 Commissioner's meeting, if I may read into
2 the record the memorandum.

3 MR. BRISKE: Okay. Let's go ahead and
4 get you to introduce what the memorandum is
5 and then accept it into evidence so we have
6 it formally in the record. Okay. So this is
7 a letter from you as the Navy representative
8 to the Planning Board?

9 MR. STITT: Yes, sir.

10 MR. BRISKE: Okay. And it's going to
11 obviously address several concerns that the
12 Navy has?

13 MR. STITT: Yes, sir.

14 MR. BRISKE: Okay. At the pleasure of
15 the Board to accept into evidence, this will
16 be Navy Exhibit A.

17 MR. GOODLOE: Mr. Chairman, I recommend
18 we move to accept this as evidence into --

19 MS. SINDEL: Accept it.

20 MR. GOODLOE: -- consideration for
21 rezoning.

22 MR. CHAIRMAN: Okay. We have a motion
23 and a second. Any discussion?

24 MR. TATE: A question as to whether this
25 reaches the level of evidence or is -- I

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1 mean, is that what we consider staff's
2 Findings-of-Fact or does this just become
3 part of the staff record?

4 MR. BRISKE: All document and exhibits
5 have to be entered into evidence.

6 MS. SINDEL: And, I think, the problem
7 is Bruce is not allowed to answer questions
8 or do any presenting at the Board of County
9 Commissioners.

10 MR. TATE: Everything new has to be
11 here, I understand that. I'm just asking as
12 to the --

13 (Court Reporter asks Board Member to
14 repeat last statement.)

15 MR. BARRY: I'm assuming it wouldn't be
16 part of the Findings-of-Fact by the staff.

17 MR. BRISKE: This is not a part of the
18 Findings-of-Fact. This would be introduced
19 as an exhibit as evidence from the Navy.

20 MR. JONES: Horace Jones, again. I
21 would like to add for the staff this is our
22 first time, as well, receiving the
23 memorandum.

24 MR. TATE: Mr. Chair, also, I don't know
25 that the general public has seen it, have

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1 copies of it, as well.

2 MR. STITT: Mr. Chairman, I do have
3 additional copies, but not enough for the
4 audience. I have five -- four additional
5 copies I can give at this point

6 MR. BRISKE: Okay. Mr. Sauer?

7 MR. SAUER: Mr. Chairman, just so
8 there's no issue with the County
9 Commissioners, Bruce needs to be sworn also
10 so that they don't have an issue.

11 MR. BRISKE: Yes, sir. Thank you. Per
12 procedure, that's correct. I apologize. We
13 normally bring them up. We did not swear you
14 in at the beginning. Since you're going to
15 be presenting, I guess what's considered
16 evidence, we probably need to swear you in.

17 MR. STITT: Okay.

18 (Mr. Bruce Stitt sworn.)

19 MR. BRISKE: Okay. We have a motion
20 and a second on the floor. Is there any
21 other discussion about accepting this into
22 evidence? Okay, hearing none, the Chair will
23 call the motion. All those in favor say aye
24 (Board members vote.)

25 MR. BRISKE: Opposed?

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<p>1 (None.)</p> <p>2 MR. BRISKE: Okay. It passes</p> <p>3 unanimously.</p> <p>4 (Navy Exhibit A was so entered into</p> <p>5 evidence.)</p> <p>6 MR. BRISKE: Bruce, if you will, go</p> <p>7 ahead and read it in; that way, members of</p> <p>8 the public may also hear what is in the</p> <p>9 document and it will be made available for</p> <p>10 review. Maybe when we take a break we can</p> <p>11 put a couple of copies so that if people</p> <p>12 would like to review it can do that. All</p> <p>13 right. Go ahead, Mr. Stitt.</p> <p>14 (Presentation by Mr. Stitt:)</p> <p>15 MR. STITT: Thank you, Mr. Chairman.</p> <p>16 Again, Bruce Stitt, U.S. Navy representative,</p> <p>17 Ex-Officio member, Planning Board.</p> <p>18 The Mission statement for NAS Pensacola</p> <p>19 is to fully support the operational and</p> <p>20 training missions of tenants assigned;</p> <p>21 enhancing the readiness of the U.S. Navy, its</p> <p>22 sister armed services and other customers.</p> <p>23 Those tenants include training wings whose</p> <p>24 main focus is to train aviators and</p> <p>25 navigators. The establishment and</p> <p style="text-align: right;">37</p>	<p>1 (1) Incompatibility of increased</p> <p>2 densities. Rural Residential, RR, allows for</p> <p>3 two dwelling units per acre. The AMU-2</p> <p>4 allows for three dwelling units per acre.</p> <p>5 (2) Incompatibility based on the</p> <p>6 allowable development sought by the applicant</p> <p>7 within the AIPD-2.</p> <p>8 While the AMU-2 category was intended to</p> <p>9 allow a property owner to up-zone to three</p> <p>10 dwelling units per acre and allow for a</p> <p>11 commercial use option, it does not</p> <p>12 necessarily mean that the allowed uses will</p> <p>13 be compatible within the airfield operations.</p> <p>14 Allowable commercial uses within the AMU-2</p> <p>15 category have many uses including</p> <p>16 restaurants, offices, places of worship,</p> <p>17 family day cares and foster homes.</p> <p>18 If the existing land use of RR were to</p> <p>19 remain, it should still provide the property</p> <p>20 owner a variety of allowable uses and</p> <p>21 development choices, including the 17 unit</p> <p>22 subdivision which has already received</p> <p>23 preliminary development review approval.</p> <p>24 There are six criteria used for</p> <p>25 determining whether a rezoning request can be</p> <p style="text-align: right;">39</p>
<p>1 continuation of compatible land uses near the</p> <p>2 airfields was the focus of the 2003 Escambia</p> <p>3 County Joint Land Use Study and is the basis</p> <p>4 for the 2009 Interlocal Agreement entered</p> <p>5 into by the County and NAS Pensacola.</p> <p>6 NAS Pensacola Command employs</p> <p>7 approximately 4,029 civilians and about</p> <p>8 17,000-plus sailors, marines and airmen</p> <p>9 resulting in a total annual salary of</p> <p>10 \$1,178,256,314. This figure does not include</p> <p>11 construction awards nor museum, cemetery,</p> <p>12 historic Fort Barrancas, Lighthouse or</p> <p>13 National Flight Academy related spending, but</p> <p>14 rather reflects only our mission related</p> <p>15 financial impacts to Escambia County and the</p> <p>16 region.</p> <p>17 Local contracts and Government Purchase</p> <p>18 Card dollars totaled \$103,188,050 in 2010 and</p> <p>19 employed an additional 1,886 people. The</p> <p>20 combined total of the salaries and local</p> <p>21 contracts and purchases for 2010 is</p> <p>22 \$1,281,544,264.</p> <p>23 The Navy opposes the request to rezone</p> <p>24 the North Loop Road property based on the</p> <p>25 following:</p> <p style="text-align: right;">38</p>	<p>1 approved and the burden of proof for meeting</p> <p>2 the criteria rests on the applicant. Of</p> <p>3 these six criteria, there are no criteria</p> <p>4 based on providing for or ensuring the</p> <p>5 economic viability of an applicant's</p> <p>6 property. Criteria "C," compatibility with</p> <p>7 surrounding uses, states that.</p> <p>8 Whether and to the extent to which the</p> <p>9 proposed amendment is compatible with</p> <p>10 existing and proposed uses in the area of the</p> <p>11 subject property:</p> <p>12 In this case, one of the major existing</p> <p>13 uses in the area is the end of the runway of</p> <p>14 NAS Pensacola. Air operations from NAS</p> <p>15 Pensacola have been occurring for decades and</p> <p>16 although some intense residential uses have</p> <p>17 been allowed to be placed near the subject</p> <p>18 property, allowing increased development will</p> <p>19 only raise the risk factors and the chance of</p> <p>20 an accident, potentially resulting in the</p> <p>21 loss of life and property.</p> <p>22 Florida State Statute Section</p> <p>23 163.3175(1) states that: The Legislature</p> <p>24 finds that incompatible development of land</p> <p>25 close to military installations can adversely</p> <p style="text-align: right;">40</p>

<p>1 affect the ability of such an installation to 2 carry out its mission. The Legislature 3 further finds that such development also 4 threatens the public safety because of the 5 possibility of accidents occurring within the 6 areas surrounding a military installation. 7 Therefore, the Legislature finds it desirable 8 for the local governments in the state to 9 cooperate with military installations to 10 encourage compatible land use, help prevent 11 incompatible encroachment, and facilitate the 12 continued presence of major military 13 installations in the state.</p> <p>14 The statute then goes on to list NAS 15 Pensacola as one of the 13 major 16 installations. (F.S. Section 163.3175(2)(j). 17 Article II of the Land Development Code, 18 Section 11.00.00 findings, states the 19 following regarding the character of the 20 operations of an airfield: 21 (Par. 2) There exist airports and 22 airfields within Escambia County and 23 proximate to Escambia County that are vitally 24 important to the county, but whose operations 25 are potentially harmful to the health, safety</p> <p style="text-align: right;">41</p>	<p>1 states the following: 2 That the creation or establishment of 3 incompatible land uses around airports and/or 4 airfields is a nuisance and injurious to the 5 region served by the Pensacola Regional 6 Airport, Ferguson and Coastal airports and 7 NAS Pensacola, NOLF Saufley and NOLF Site 8 8 Airfields and the Navy Hospital heliport. 9 The interlocal agreement between 10 Escambia County and NAS Pensacola states 11 that: 12 Whereas, the parties to this agreement 13 recognize the following potential benefits of 14 coordinating their comprehensive land use and 15 military installation planning programs as 16 each may affect the area adjacent to or in 17 the vicinity of the military installations. 18 (1) Avoiding or reducing threats to 19 public safety. 20 (2) Promoting land uses that are 21 compatible with the military installation 22 activities and beneficial to the County. 23 (3) As evidenced by the Interlocal 24 Agreement, the parties to the agreement 25 realize that there is an inherent risk to</p> <p style="text-align: right;">43</p>
<p>1 and general welfare of the citizens of 2 Escambia County. 3 (Par. 4) Airports/airfields produce 4 noise that is not compatible with residential 5 uses and certain commercial and industrial 6 uses. 7 (Par. 5) Obstructions reduce the size 8 of the area available for the landing, taking 9 off and maneuvering of aircraft, thus tending 10 to destroy or impair the utility of the 11 airports/airfields and the public investment 12 therein. 13 (Par. 7) Airport/airfield hazards 14 should be prevented in the interest of the 15 long-term viability of airports and airfields 16 with the county and the public health, safety 17 -- hold on, excuse me -- with the county and 18 the public health and general welfare. 19 An increase of density and the allowance 20 of incompatible uses in this location through 21 the act of rezoning could lead to the need to 22 change flight patterns, ie, maneuvering of 23 aircraft and thus impair the utility of the 24 airfield. 25 Further, Article II, Section 11.00.01,</p> <p style="text-align: right;">42</p>	<p>1 airport and airfield operations and therefore 2 incompatible land use proximate to them 3 should be avoided to reduce threats to public 4 safety. 5 In conclusion, rezoning would pave the 6 way for incompatible land uses with the 7 existing nearby uses, thus raising the risk 8 factors for the chance of an accident, 9 potentially resulting in the loss of life and 10 property. 11 Mr. Chairman, I would add additionally 12 that if a TDR program had been in place at 13 this point, it would certainly have helped 14 this property owner in doing this rezoning to 15 send the development to another area that 16 would be more compatible. Thank you. 17 MR. BRISKE: Board Members, questions of 18 Mr. Stitt on Navy Exhibit A. 19 MR. TATE: Tim Tate. I have questions. 20 WHEREUPON, 21 <u>BRUCE STITT,</u> 22 having been previously duly sworn by the Court 23 Reporter, testified as follows: 24 <u>DIRECT EXAMINATION</u> 25 BY MR. TATE:</p> <p style="text-align: right;">44</p>

1 Q. And, I guess, this goes back to what we
2 also have in our packet as the original memo from the
3 Navy and kind of what helped in our guidance. This is
4 a direct opposition as opposed to a, well, we oppose it
5 but if we let it go, step one, step two, step three,
6 step four. Do you no longer support what you stated in
7 your memo of December 2011?

8 A. Sir, the steps that were mentioned in
9 the memo were to ensure that it was understood.

10 Q. Those issues?

11 A. Those very issues and that this is
12 what's on the books to address those issues and what's
13 supposed to be done in a rezoning case once it's done,
14 because I was not certain at the time of writing the
15 memo what the outcome would be. I had to go ahead and
16 include those to address it. Obviously, since the --
17 my memo addressed the initial application and it was
18 changed afterwards. My memo no longer addresses that
19 application.

20 Q. Okay.

21 A. But, still, what stands in there is the
22 fact that those are requirements. Sound attenuation,
23 the property notification on the sale of the property,
24 those are all things that are on the books already.

25 Q. Okay. Because the original objection

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1 really had to do with our -- and I'm asking this.

2 A. Okay.

3 Q. If I'm clear, the original objection
4 from the Navy had to do with our problems within the
5 code, the split parcel, you know, this line going over
6 a single parcel; is that --

7 A. Yes, sir, that was the original
8 objection. And I still think that there's --

9 Q. An issue?

10 A. -- an issue. There is an issue with
11 that in the Land Development Code as Mr. Rigby
12 suggested. It's not really split zoning. And that
13 kind of splitting of a parcel by an AIPD is not
14 addressed well in the Land Development Code or
15 Comprehensive Plan.

16 MR. TATE: Thank you. That's all the
17 questions I have.

18 MR. STITT: Thank you.

19 MR. BRISKE: Board Members, any other
20 questions for Mr. Stitt? Mr. Rigby,
21 examination? For the Court Reporter, state
22 your name once again.

23 MR. RIGBY: Jesse Rigby. Mr. Chairman,
24 if I might ask Mr. Stitt a couple of
25 questions?

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1 MR. BRISKE: Yes, sir.

CROSS-EXAMINATION

3 BY MR. RIGBY:

4 Q. Mr. Stitt, as I understand your
5 presentation, and please correct me if I'm wrong, the
6 Navy's position here is that there should be no
7 rezoning of this property in any fashion; is that
8 correct?

9 A. I did state that the current zoning
10 should stay in place.

11 Q. Okay. Just to be clear, the Navy
12 objects to any rezoning of this property without regard
13 to the impact on the owner?

14 A. The Navy objects to the current proposed
15 rezoning.

16 Q. What other options are there, Mr. Stitt?

17 A. That's not up to me to decide, sir.

18 Q. Okay. Assuming there are no other
19 options, we can't rezone to low density, that's
20 prohibited, the only -- there are three -- would you
21 agree from the earlier evidence that there are only
22 three zoning districts that are allowed and all allow
23 three units an acre, allowed in AIPD-2?

24 A. I don't know that I know that off the
25 top of my head, sir.

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1 Q. Okay. And we understand the layout of
2 this property, it's adjacent to the AIPD-1 and AIPD-2
3 boundary lines, correct?

4 A. Yes, sir.

5 Q. Is there any reason for this Board to
6 believe that the Navy will object to any application of
7 any owner to rezone AIPD-2 property that would just
8 object period to it?

9 A. Sir, I'd have to take that on a
10 case-by-case basis depending on what's proposed.

11 Q. What is there unique about any other
12 AIPD-1 and AIPD-2 intersection that would be any
13 different than this property location?

14 A. I can't answer that, sir. There's
15 several in the County.

16 MR. BRISKE: I would say that we need to
17 stick to our case here that we're considering
18 today. Mr. Stitt can't -- can't speculate on
19 other properties.

20 MR. RIGBY: I think it's important that
21 this Board know what the Navy's position is.
22 And, I believe, Mr. Briske, it is quite
23 simply that the Navy now has gone completely
24 away from the JLUS Study and simply says they
25 object to any rezoning.

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Now, I realize that's argumentative, if you accept that or not based on the evidence. If I can, I'd like to just address, move this on and address some of the issues in the report.

MR. BRISKE: Yes, sir. Mr. Rigby, while you're doing that, I'd ask the staff to bring up the map again showing the AIPD zones. Can we have that so that everyone has a clear understanding?

MR. STITT: Mr. Chairman, if I can address his last statement.

MR. BRISKE: Yes, sir.

MR. STITT: You should not speak for the Navy until you've given them a chance to actually consider what you're proposing. We've looked at this proposal, but you're talking about proposals and places we don't know about at this point or other types of proposals. So please don't conclude that the Navy's totally in objection to any rezoning; that is not simply the case.

MR. RIGBY: All right. And I'll close that with just a simple comment. From the evidence last time, there are only three

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districts that are allowed to rezone to AIPD-2. AMU-2, AMU-1 and one of the "V" districts, those are the only three that are allowed by the code. So if anybody had asked for R6, R5, R4, any of those commercial, any of those are automatically going to be denied because the code prohibits them. So we're down to those three.

If I can -- I believe that's the map.

MR. BRISKE: That's the one, that's correct.

MR. RIGBY: I'm just going to comment on the memorandum and, therefore, the testimony. I think it deserves to be said that the second paragraph and the third paragraph talk about issues. It's nice information, how much the Navy spends in our community. It's important but it's not relevant. It is simply not relevant to this decision that factors into the requirements of the code.

The Navy states that it opposed the request to rezone the property. It opposes the request to rezone because of the incompatibility of increased densities from two to three units an acre. The code

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expressly recognizes that three units per acre is compatible in AIPD-2. It provides three possible districts, all of which provide for three units per acre. All three of those do. So it's been found by the County Commission to be compatible as to density in AIPD-2.

It refers to the problem with AMU-2, recognizing there are commercial uses. My recollection of the JLUS was that there was a desirable -- it was desirable to have commercial rather than residential in some areas. But commercial, quite frankly, is not available here for the reasons we've described or said.

The next paragraph on page two talks about if the existing land use of RR were to remain, it should still provide the property owner a variety of allowable uses and development choices. That's incorrect. There's only one choice under RR. When you look at the code, it's single-family residential, no other, no multi-family, no duplexes, no triplexes, no commercial, single-family residential only on a minimum

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of half acre lots, or in AIPD-1, 2.5 acre lots; that's it, there are no choices.

Under the discussion of compatibility with surrounding uses, the Navy talks about risk factors. What the Navy asked you to do, I submit, is to leave this property, under the circumstances, vacant, without paying for that impact to the property owner.

You heard testimony in the record last time that yes, there was an effort to look at what could be done on a single-family development of the property, and it was 15 or maybe 17, somewhere in that range, whatever it was. It's not feasible because the cost of just putting in the roads exceeded the value of the lots that could be produced. All right. It's not feasible. This property stays vacant without some rezoning.

There was quite a bit of discussion of the general intent and principles in Article 11 of the Land Development Code, but those are initially findings in that Article 11 that led to the adoption of the specific requirements in Article 11; that's the intent.

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And the County Commission -- this Board that existed at that time and the County Commission then decided that within those, to satisfy those intents, there would be restrictions placed on AIPD-1, there would be restrictions placed on AIPD-2, and there would be options to the property owner in both of those. AIPD-1, the only option is AMU-1. AIPD-2, you had those three choices, only one of which provides clustering. So, therefore, all the others have minimum lot size, essentially, or minimum frontage requirements in some some cases.

There's a reference to paragraph four of Article 11 in the finding that airfields produce noise that's not compatible with residential uses and certain commercial uses. Yes, they do. But what the code recognizes in AIPD-2 is there are very specific requirements for any development. A dedication of aviation easements to the County is required. In any development in AIPD-2, there's additional sound attenuation required of the buildings. There's a required disclosure on all real estate sales

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contracts. And the code recognizes there will be no support from the County of any rezoning that results in residential density in excess of the JLUS recommendations of three units an acre. So those issues of noise have been addressed.

The last page is a reference again to Article 11, Section 11.00.01, and there's a quote from that provision: That the creation of an establishment of incompatible land uses would be a nuisance and injurious. There are specific findings, though, by the County Commission and previously by this Board that certain uses are compatible and those uses are described in AMU-2. Those are compatible uses as specifically where you're directed to go to look about rezoning property in the AIPD-2.

The Navy then talks about avoiding or reducing threats to public safety. You eliminate it by leaving the land vacant. You eliminate the threat to public safety by either prohibiting the overfly to the Blue Angles over my property every Tuesday morning -- we love it -- at 500 feet, but tell me

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that that's not a greater risk of a crash in close formation at a few hundred feet over my property than somebody taking off on a runway in another direction from this property.

Navy planes are going to fly in our area. Sooner or later a Navy plane is going to crash somewhere, but it's just as likely to crash out past the AIPD-2 as it is in AIPD-2, maybe not as likely, but, obviously, there are clear zones to protect the actual departures and the landing. These are outside of those clear zones.

There was a reference at the end of Mr. Stitt's comment to the transfer of density rights. There is no provision to transfer of density. There is nothing else available to this property or any other property owner in AIPD-2. But AMU-2, that is realistic. And I ask that you readopt your recommendation and then make the additional finding that there are changed conditions, recognize both the JLUS Study in 2003 and what came out of it, and the actual increase in development in that area. Thank you very much.

MR. BRISKE: Thank you, Mr. Rigby. Does

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the staff have any questions for this witness?

MR. JONES: No. No, we don't.

MR. BRISKE: Okay. Mr. Rigby, no other

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MR. RIGBY: I think we've addressed -- I think we've addressed everything that the County Commission asked to be addressed on remand. If I've missed something, it's inadvertent.

MR. BRISKE: Okay. Board Members, any further questions for Mr. Stitt concerning his presentation?

MR. TATE: No. It's fine.

MR. BRISKE: At this time we'll ask the staff to give their presentation on the case, please. Who will be presenting today for the staff? Okay. Allyson?

MS. CAIN: Allyson Cain. Basically, our presentation hasn't changed since the original presentation, so the findings actually are the same.

Criterion (1), Consistent with the Comprehensive Plan: The proposed amendment to AMU-2 is consistent with the intent and

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<p>1 purpose of the Future Land Use category of 2 MU-S as stated in the Future Land Use 1.3.1. 3 The current Future Land Use category of Mixed 4 Use Urban allows for a mix of residential and 5 nonresidential uses while promoting 6 compatible infill development.</p> <p>7 Comp Plan Future Land Use 4.1.2 states 8 that the AIPD, Airfield Influence Planning 9 District, requires density and land use 10 limitations, avigation easements, building 11 sound attenuation, real estate disclosure, 12 and Navy review and comment of proposed 13 development and no County support of the 14 property rezoning that result in increased 15 residential densities in excess of the JLUS 16 recommendations. The AIPD-2 portion is 17 outside the AIPD-1 but close enough to the 18 airfield that it may affect or be affected by 19 airfield operations.</p> <p>20 The County will monitor development in 21 the AIPD areas for compliance with the JLUS 22 recommendations and rezoning to a higher 23 density will be discouraged as per the Comp 24 Plan Mobility Element 4.2.7.</p> <p>25 Criterion (2), Consistent with The Land</p> <p style="text-align: right;">57</p>	<p>1 meet locational criteria as stated in LDC 2 7.20.05.C.1. The parcel is located within 3 one quarter mile from a traffic generator 4 such as medium to high density apartments, 5 generating more than 600 daily trips.</p> <p>6 While the proposed zoning category would 7 be isolated, the uses and densities of the 8 zoning designation are compatible with the 9 existing surrounding zoning categories.</p> <p>10 Criterion (3), Compatible with 11 surrounding uses: It is compatible with the 12 surrounding uses in the area. Within the 13 500-foot radius impact, it was observed with 14 zoning districts RR, R-6, and C-1. One 15 commercial, one mobile home park, two mobile 16 homes, 26 single-family residential, two 17 apartment complexes and seven vacant parcels.</p> <p>18 Criterion (4), Changed conditions: 19 There were no distinct changed conditions 20 that would impact the amendment or property 21 within the 500-foot radius. And, normally, 22 we only look at the 500-foot radius 23 measurement as used to review the rezoning 24 request, but it doesn't preclude us from 25 looking outside the 500 foot radius to see if</p> <p style="text-align: right;">59</p>
<p>1 Development Code: Per LDC 11.02.01.B.4, for 2 parcels split by AIPD boundaries, only that 3 portion of a parcel that falls within the 4 AIPD is subject to the conditions of the 5 AIPD. The proposed rezoning request from RR 6 to AMU-2 is consistent only with the portion 7 of the parcel that is within the AIPD-2 8 overlay.</p> <p>9 According to the intent and purpose of 10 the AMU-2 zoning designation, which is LDC 11 6.05.04.A, that portion of the parcel within 12 the AIPD-1 cannot be rezoned to AMU-2. Per 13 LDC regulations, the parcel could be rezoned 14 to an AMU-2 designation; the western portion 15 in AIPD-2 to AMU-2 and the eastern portion in 16 AIPD-1 to AMU-1. Although this would create 17 a split zone parcel, the protections for the 18 surrounding areas would be met as per Chapter 19 11.</p> <p>20 In addition to the findings, the 21 proposed rezoning request must comply with 22 the locational criteria regulations as 23 described in Criteria 1 for the broad range 24 of commercial and industrial uses within the 25 proposed zoning category of AMU-2. They may</p> <p style="text-align: right;">58</p>	<p>1 the areas to the north have been developed 2 with a mix of residential and commercial 3 uses.</p> <p>4 Criterion (5), Effect on natural 5 environment: Within the 44.4 plus or minus 6 acres, the County Soil Survey shows 7 approximately 29.1 plus or minus acres of 8 hydric soils. And the applicant did provide 9 a boundary survey depicting the wetland 10 areas. And during the site plan review 11 process, a current wetland survey would be 12 required to determine any significant adverse 13 impacts on the natural environment.</p> <p>14 Criterion (6), Development patterns: 15 The proposed amendment would result in a 16 logical and orderly development pattern. The 17 parcels adjacent to and in close proximity 18 are existing residential uses; therefore, 19 rezoning the portion of AIPD-2 to AMU-2 and 20 the eastern portion with the AIPD-1 to remain 21 RR, the allowable permitted uses would be in 22 line with the existing development pattern. 23 And that concludes the staff findings.</p> <p>24 MR. BRISKE: Does the staff have any 25 additional witnesses to call or anything like</p> <p style="text-align: right;">60</p>

<p>1 that?</p> <p>2 MS. CAIN: No, sir.</p> <p>3 MR. BRISKE: Okay. Board Members,</p> <p>4 questions for staff?</p> <p>5 MR. GOODLOE: No.</p> <p>6 MR. BRISKE: Mr. Rigby, do you wish to</p> <p>7 examine?</p> <p>8 MR. RIGBY: I would ask --</p> <p>9 MR. BRISKE: Please come to the</p> <p>10 microphone, if you will, please, sir.</p> <p>11 MR. RIGBY: And I may have misheard the</p> <p>12 comment but just so the record is clear, I</p> <p>13 believe the last comment was about the</p> <p>14 rezoning of the AIPD-2 to AMU-2, at least I</p> <p>15 heard AMU-1.</p> <p>16 MS. CAIN: Did I say the wrong thing?</p> <p>17 I'm sorry. I believe it was AMU-2.</p> <p>18 MR. RIGBY: I may have heard wrong. You</p> <p>19 did mean AMU-2?</p> <p>20 MS. CAIN: AMU-2. I'm sorry.</p> <p>21 MR. RIGBY: Okay.</p> <p>22 MR. JONES: And I would like to add.</p> <p>23 Horace Jones again. For the record, staff</p> <p>24 still supports what -- our first presentation</p> <p>25 at the Planning Board on the first go-round.</p> <p style="text-align: right;">61</p>	<p>1 read it is they wanted some additional</p> <p>2 information on the Navy's position on the</p> <p>3 rezoning request with the understanding that</p> <p>4 the parcel could be split zoned.</p> <p>5 I think the initial -- the initial</p> <p>6 objection by the Navy was based on the</p> <p>7 incorrect assumption that split zoning was</p> <p>8 not allowed and they wanted to allow the Navy</p> <p>9 to comment on whether they still objected and</p> <p>10 to the extent to which they still objected if</p> <p>11 the request were to go forward with the split</p> <p>12 zone.</p> <p>13 MS. SINDEL: I just -- I can appreciate</p> <p>14 your interpretation of that. I had the</p> <p>15 benefit, like so many other people, watching</p> <p>16 it live on TV that night, and my walk-away</p> <p>17 from that was exactly as you said but also</p> <p>18 that they were at that time very concerned</p> <p>19 that the Planning Board had made a decision</p> <p>20 that would provide split zoning for a parcel.</p> <p>21 So I just wanted to make sure we're all on</p> <p>22 the same page.</p> <p>23 MR. TATE: Just -- Tim Tate -- a comment</p> <p>24 in regards to split zoning. I think some of</p> <p>25 that may have been -- is this split zone or</p> <p style="text-align: right;">63</p>
<p>1 And we do understand the letter presented by</p> <p>2 the Navy, yet staff still stands fully behind</p> <p>3 as it is regulated by the Land Development</p> <p>4 Code, the decision.</p> <p>5 MS. SINDEL: Mr. Chairman. Karen</p> <p>6 Sindel. Horace, in referencing that comment,</p> <p>7 are you saying that staff stands behind the</p> <p>8 Planning Board's decision regarding split</p> <p>9 zoning?</p> <p>10 MR. JONES: Yes, it does.</p> <p>11 MS. SINDEL: Mr. West, correct me if I'm</p> <p>12 wrong, but the reason this was remanded back</p> <p>13 was because the Board of County Commissioners</p> <p>14 did not support the idea of a split zoning,</p> <p>15 and actually, not even in a discussion as to</p> <p>16 what the zoning was, but they simply did not</p> <p>17 support the concept of split zoning?</p> <p>18 MR. WEST: Well --</p> <p>19 MR. BRISKE: Say your name and position,</p> <p>20 please, Mr. West.</p> <p>21 MR. WEST: Steve West, County Attorney's</p> <p>22 Office. My review of the transcript from the</p> <p>23 Board of County Commissioner's meeting --</p> <p>24 again, they're not exactly clear all the time</p> <p>25 on what they want on remand. But the way I</p> <p style="text-align: right;">62</p>	<p>1 is this spot zone? And if we were split</p> <p>2 zoning, why are we split zoning a parcel?</p> <p>3 And it appeared that a couple of</p> <p>4 commissioners understood that it was the</p> <p>5 issue of the line that created the difference</p> <p>6 here where we had a parcel that was actually</p> <p>7 split by overlays as opposed to split along</p> <p>8 its parcel line. That's my comment.</p> <p>9 MR. BRISKE: Other comments from the</p> <p>10 Board?</p> <p>11 MS. SINDEL: Yes, sir. As I mentioned</p> <p>12 earlier, since our last meeting -- I was</p> <p>13 already familiar with this property, but</p> <p>14 since the last meeting I personally went at</p> <p>15 two different occasions, two different days,</p> <p>16 two different times a day to do a sight, and</p> <p>17 it is an interesting predicament where the</p> <p>18 line is drawn between these two areas of</p> <p>19 concern regarding, you know, potential</p> <p>20 crashes as Mr. Rigby mentioned.</p> <p>21 I too have the benefit of having the</p> <p>22 Blue Angels fly over at a rather low altitude</p> <p>23 over my home and I'm thrilled to have it.</p> <p>24 This is directly in the flight path of the</p> <p>25 training aircraft to the point that you can</p> <p style="text-align: right;">64</p>

1 see the pilots' faces in these planes.

2 So, you know, to have this arbitrary
3 line go down a portion of the property, to
4 me, is completely -- personally, I mean, I
5 know it exists but it's insignificant. A
6 plane's not going to recognize where to fall
7 on the side of that line.

8 But this is not an issue of a piece of
9 property that, you know, might be sort of
10 close to a runway. This property is
11 specifically in the flight path. And, as I
12 mentioned, I've sat at different times of the
13 day and watched the aircraft come in. And
14 I'm sure if you live in that area it's
15 thrilling for you, but, you know, a couple of
16 times you can almost count the freckles.
17 These are -- this is very much a concern for
18 the military and I can appreciate that.

19 MR. BRISKE: Mr. Wingate?

20 MR. WINGATE: Mr. Chairman, I have kind
21 of a question or kind of a heartburn with
22 regard to that.

23 MS. SINDEL: You need to talk into the
24 microphone.

25 MR. WINGATE: My concern basically is

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1 that we're drawing a line in the sand
2 comparing to what's already on the ground
3 next to the adjacent property. Though I do
4 concur with Ms. Karen that as I drive through
5 there many times that's directly underneath
6 the flight plan now. And if this is going to
7 create a hardship of not being able to be
8 workable for the owner and it's in a flight
9 path, it looks to me that it could be
10 possible taking or it could affect the -- it
11 could affect the Navy. Maybe they should
12 consider occupying it by a purchase.

13 MR. GOODLOE: Mr. Chairman?

14 MR. BRISKE: Yes, sir, Mr. Goodloe?

15 MR. GOODLOE: Van Goodloe. I do have a
16 comment. I would ask that Mr. Stitt describe
17 for everyone how some of these lines -- how
18 the lines are drawn for the AIPDS.

19 MR. STITT: Sure. I can tell you what I
20 know. I don't know the exact science behind
21 it, but the contours are based off of the
22 flight patterns as well as the noise that the
23 airplanes make. So the training patterns
24 that are set up for NAS Pensacola and many
25 other Naval air stations are to mimic the

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1 landing and taking off on an aircraft
2 carrier. So you have curvatures and
3 straight-on's as if he were taking off from
4 an aircraft carrier. And that is -- that
5 directly impacts where those line up with
6 certain properties.

7 The Accident Potential Zones are based
8 off of statistical data where those accidents
9 have occurred over the years, over the
10 decades, the most common closest to the
11 runway and partly due to bird and animal
12 strike hazards that are proximate to the
13 runway. And at NAS Pensacola, that means
14 deer. It also means birds. It can mean
15 something else, as well, some other animal
16 running across the runway. So those clear
17 zones and the APZ-1 and 2 are reflective of
18 that data.

19 MR. BRISKE: Board Members, any other
20 questions or comments?

21 MS. DAVIS: Well, I have to agree.
22 Dorothy Davis. I have to agree that the take
23 that I got on the transcripts from the Board
24 of County Commissioner were that they were
25 not happy with split zoning and that they

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1 were trying to determine whether there was
2 any other case in the County. And I would
3 have to ask you, are there any cases in the
4 County where we have had split zoning, for
5 the staff? Not in the four years I've been
6 sitting here.

7 MS. CAIN: No, ma'am, I don't believe
8 that we have actually had a rezoning case
9 where we had suggested or recommended or
10 approved by the Planning Board a parcel to be
11 split zoned. Although, as you know, it is
12 not prohibited in the code.

13 MS. DAVIS: Well, the comment was also
14 made, which I was reading, rereading, that if
15 the Navy objected to this, then we went
16 before -- if we went forward with it anyway,
17 that they would, in fact, overturn us. And
18 that is actually what they said.

19 MR. TATE: And just to follow up on that
20 -- Tim Tate -- I think there was a
21 commissioner who specifically said he would,
22 and maybe some of them alluded to it, but I
23 don't know that they can necessarily flag
24 their -- I mean, that shouldn't affect
25 whether or not we decide something one way or

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1 another.

2 MS. CAIN: Correct. I mean, we as staff
3 and the Planning Board Members, I believe
4 that you go by the criteria --

5 MS. DAVIS: Yes.

6 MS. CAIN: We have six criteria and
7 whether it meets it or not, and then you make
8 your determination from that.

9 MS. DAVIS: My question is since it's
10 been remanded to us, what is the new
11 information that would make us change our
12 minds? That is the essence of what we're
13 doing here, is why would we change our minds
14 or not?

15 MS. CAIN: The criteria is the criteria.

16 MS. DAVIS: It is the same?

17 MS. CAIN: The only other new evidence
18 that was given was maybe something to do with
19 the access from the FDOT. But as I stated,
20 when I read the findings they were exactly
21 the same as the first time that staff did the
22 findings; so therefore, there is no new
23 evidence. I think the Planning -- the BBC
24 really just needed some clarification from,
25 maybe, the Navy with their new memo and where

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1 they actually stand as the Navy representing
2 their position.

3 MR. STITT: If I could -- Bruce Stitt.
4 If I could add a little clarification to that
5 as well. There was -- due to the process
6 where the rezoning came in as a
7 recommendation or request on an agenda, I
8 created a memo based on that original
9 request. Things changed during the meeting.
10 My memo went forward, and because I was not
11 allowed to speak or clarify, that it was
12 based on the original request, not what went
13 forward to the Board of County Commissioners.

14 There was some confusion during the
15 meeting as to what my memo said and why it
16 didn't jive with what was actually proposed,
17 I'm just now, this month, getting to address
18 that, and that's why I had to basically
19 create a new memo to say these other things
20 based on what was actually sent forward to
21 the Board of County Commissioners.

22 MR. TATE: Mr. Chair, can I ask --

23 MR. BRISKE: Mr. Tate.

24 MR. TATE: -- a question of Mr. Stitt?
25 A moment ago when you were kind of explaining

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1 the differences or maybe some of how we get
2 to what we have with Accident Potential
3 Zones. You used the word "Accident Potential
4 Zones" as opposed to Airfield Influence
5 Planning Districts. In regard to Accident
6 Potential Zones, does this property fall
7 within -- I mean, just --

8 MR. STITT: It -- okay, good.

9 MR. TATE: I mean we have the AIPD-2,
10 the Airfield Influence District. My question
11 is, is this actually within an Accident
12 Potential Zone?

13 MR. CAIN: The AIPD-1 portion of the
14 parcel is in the APZ-1.

15 MR. TATE: Correct.

16 MS. CAIN: That's really where the --

17 MR. TATE: The higher --

18 MS. CAIN: And that's the more potential
19 for disaster, but that's also where the
20 decision, I think, came from to rezone --

21 MR. TATE: To leave that portion alone?

22 MS. CAIN: -- as a split. Correct.

23 MR. TATE: Okay. I just wanted to
24 clarify that the AIPD-2 was not in an
25 Accident Influence Zone.

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1 MS. CAIN: Correct.

2 MR. TATE: Although there's just as much
3 chance my house could get taken out today in
4 Ensley.

5 MR. BRISKE: Accident Potential Zone.
6 It is in an AIPD --

7 MR. TATE: It is in an AIPD but it's not
8 in an Accident Potential Zone.

9 MS. DAVIS: One more question, Mr.
10 Chair. How many acres are we talking about
11 here?

12 MS. CAIN: Total or --

13 MS. DAVIS: Total.

14 MS. CAIN: There a map right there
15 (indicating). You have 18.4 in the western
16 AIPD-2 and then you have 25 that's in the
17 APZ-1 or AIPD-1.

18 MS. DAVIS: It isn't huge; that really
19 isn't huge. And if there were an accident to
20 happen, it wouldn't necessarily keep to the
21 line of the rezoning; that's logical.

22 MS. CAIN: Well, a lot of this, too, the
23 25 acres is wet, as well, so they'd have to
24 --

25 MS. DAVIS: Wetland?

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1 MS. CAIN: Uh-huh.
 2 MR. BRISKE: Mr. Stitt, do you have
 3 something else?
 4 MR. STITT: No, sir. Thank you.
 5 MR. BRISKE: Board Members, before we go
 6 on to the public comments, I just wanted to
 7 see if there was any other questions, and
 8 then we'll hear from the public. We're going
 9 to go ahead and take about a five-minute
 10 break here just to give everyone a chance to
 11 stretch their legs and we will come back into
 12 session right at 10:00.

13 (A five-minute break was held, after
 14 which the hearing continued as follows:)

15 MR. BRISKE: Ladies and gentlemen, I'll
 16 call back to order the rezone Case Z-2012-01.
 17 All members of the Board are back so we do
 18 have our quorum. At this time I'm going to
 19 open for public comments. For those members
 20 of the public who wish to speak on the
 21 matter, please note that the Planning Board
 22 bases our decisions on criteria and
 23 exceptions described in Section 2.08.02.D of
 24 the Escambia County Land Development Code.

25 During our deliberation, the Planning

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1 Board, and the attorney representing the
 2 client.

3 (Public comments.)

4 So with that and in no particular order
 5 here, Mr. John Roberts. If you will please
 6 come forward and clearly state your name and
 7 address, sir, for the record, please, and
 8 we'll swear you in.

9 MR. ROBERTS: John Roberts, 9731 Sidney
 10 Road.

11 MR. BRISKE: I'll ask our Court Reporter
 12 to swear you in.

13 (John Roberts sworn.)

14 MR. BRISKE: Yes, sir, please continue.

15 MR. ROBERTS: Concerning your opening
 16 statement, sir, I do not agree with the fact
 17 that this AMU-2 complies with A, B, C, E, or
 18 F, also, the criteria listed here, because
 19 since -- with the Comprehensive Plan. Since
 20 Proposition VIII was defeated two years ago,
 21 it gave the County Commission an opportunity
 22 -- and the Planning Board -- to make changes
 23 as they see fit for development of an area.
 24 They're not locked in black and white to what
 25 has to be done.

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1 Board will not consider general statements of
 2 support or opposition. Accordingly, I'll ask
 3 that you please limit your testimony to those
 4 criteria and exceptions described in Section
 5 2.08.02.D, which are also shown on our screen
 6 here. Please also note that only individuals
 7 who are present and give testimony on the
 8 record at this hearing before the Planning
 9 Board will be allowed to speak at the
 10 subsequent hearing before the Board of County
 11 Commissioners.

12 During these comments, like we said,
 13 we're going to ask you to limit your comments
 14 to the criteria. If you believe that there's
 15 a criteria that you either agreed with or
 16 disagree with, then we would ask that you
 17 announce that. We really don't want general
 18 statements of support or opposition, because
 19 we're not allowed to consider those. We have
 20 to consider only these six criteria.

21 So with that, in no particular order --
 22 I will also tell you that if you decide to
 23 speak, you will be sworn in as part of the
 24 record and you are subject to
 25 cross-examination by both the staff, the

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1 Criteria (2), Consistent with the Land
 2 Development Code: I disagree with this
 3 lady's opinion that AMU-2 is not consistent
 4 with anything within seven-tenths of a mile
 5 of this property. The nearest commercial
 6 development is at the intersection of Blue
 7 Angel and Sorrento Road, which all of that
 8 borders in front of either Blue Angel or
 9 Sorrento.

10 The Austinwoods/Countywoods apartments
 11 are C-1.

12 Compatible with surrounding uses: No
 13 high density development is compatible with
 14 anything within this area. It is all Rural
 15 Residential for a particular reason. Now
 16 AMU-2 -- 1 would be more compatible than
 17 AMU-2.

18 Changed conditions: If this is voted on
 19 to go to AMU-2, it would greatly increase the
 20 number of residents and traffic for the
 21 little bitty roads that we have out there.
 22 There is very little egress, in and out.
 23 Countywoods/Austinwoods, they directly come
 24 off of North Loop Road onto Blue Angel with
 25 no traffic problems whatsoever.

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1 Effect on the natural environment:
 2 Since the majority of this property is
 3 wetlands, has there been an Environmental
 4 Impact Study performed by the EPA, by the
 5 individual, by the County or by the State?
 6 By allowing AMU-2 redistricting, you --
 7 there's no sewage system in this area other
 8 than what is AustinWoods/CountyWoods. Now
 9 this property would have to be properly
 10 looked at, evaluated, and what kind of sewage
 11 water system would be allowed and put into to
 12 develop this area.

13 Where we have R-1 now with one unit per
 14 two and a half acres, and then where I live
 15 it's one unit per one acre, when you go to
 16 allowing three family units per acre, you're
 17 going to amass a lot of people that would
 18 greatly disrupt the lifestyles of all the
 19 rest of the residents who currently live
 20 there. It is not incomparable (sic) with the
 21 development patterns. Nowhere in this area,
 22 other than further north up on Blue
 23 Angel, do you have large apartment complexes
 24 other than the two already mentioned.

25 It would change conditions for the Navy

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1 dramatically. As you know, right now the
 2 Navy is doing construction work on their
 3 runways north of the Naval Air Station. The
 4 fleet aircraft are being transferred to
 5 Pensacola NAS due to the availability of the
 6 flight fields, landing fields down at Eglin
 7 Air Force Base and Hurlburt Field. These are
 8 fleet aircraft. These are not training
 9 aircraft.

10 The noise level generated by these
 11 aircraft is probably five times as much as
 12 what's generated by training aircraft. It's
 13 depending on weather conditions as to which
 14 runways these aircrafts will have to use.
 15 Mostly they go north to south. On return
 16 flight, though, in the majority of the cases,
 17 they have to come east to west, which brings
 18 them directly over this property.

19 If the flight conditions are not
 20 favorable for them to take off going north to
 21 south, then they have to go east to west;
 22 that puts them directly over this property.
 23 These are major aircraft. These aren't these
 24 small training aircraft. If one of these
 25 aircraft goes down, you've got a bunch of

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1 dead people on the ground. And if you go to
 2 clustering, then that compounds the problem.

3 Due to budget cuts in the DOD, everybody
 4 is going to be drastically cut on their
 5 budgets. If the Navy looks at Pensacola and
 6 says well, these people are rezoning property
 7 around our main training base down here, that
 8 means they're not compatible with our mission
 9 and they're welcoming us to stay here.

10 But there's nothing in this request that
 11 is compatible with anything surrounding in
 12 that general area, and I would request that
 13 you deny the rezoning from AMU -- from RR to
 14 AMU-2.

15 Also, the County Commission, the way I
 16 understood it, was not happy at all with the
 17 split zone. They said they had not in the
 18 past approved any split zoning. So maybe I
 19 understood differently than what some of the
 20 other people, you know, here understood. But
 21 that's why they sent it back to you, because
 22 they wanted either it zoned separately or
 23 left RR. Okay. Thank you.

24 MR. BRISKE: Thank you Mr. Roberts. Any
 25 questions from the Board for Mr. Roberts?

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1 MS. SINDEL: Uh-uh.

2 MR. BRISKE: Mr. Rigby, did you wish to
 3 examine?

4 MR. RIGBY: No. No, thank you, sir.

5 MR. BRISKE: The staff?

6 MS. CAIN: No.

7 MR. BRISKE: Okay. I would like to
 8 remind members of the public, also, sometimes
 9 when folks speak, later on in the meeting
 10 they want to get another point in. Just due
 11 to the number of cases that we have today,
 12 we're going to ask you to get all your
 13 comments on the record. We're not going to
 14 bring people back up to counteract other
 15 comments that other people make. So when you
 16 come up, it's going to be your opportunity to
 17 speak and we're not going to go back and
 18 forth like has happened in some cases. So
 19 Mr. Roberts, is that everything you'd like to
 20 have on the record, sir?

21 MR. ROBERTS: Yes.

22 MR. BRISKE: Thank you for your
 23 comments. Next we have Mr. Jeff Sauer,
 24 please. Good morning, sir.

25 MR. SAUER: Good morning. Jeff Sauer,

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1 9870 North Loop Road. And for those of you
2 that don't know me, I'm also a real estate
3 attorney and this October it will be 40
4 years.

5 MR. BRISKE: Due to the rules governing
6 attorneys, Mr. Sauer does not necessarily
7 have to be sworn in but he can if he wishes
8 to.

9 MR. SAUER: I'll be glad to be.

10 MR. BRISKE: Yes, sir.

11 (Jeff Sauer sworn.)

12 MR. BRISKE: Mr. Sauer?

13 MR. SAUER: I'm here in two capacities,
14 as a real estate attorney and also as a
15 neighbor to this property.

16 MR. BRISKE: Thank you.

17 MR. SAUER: As I understood the Board of
18 County Commissioners meeting, we're here on
19 two issues. Mr. Rigby has added a third
20 issue today and I will have to touch base on
21 that also. But the two that the County
22 Commissioners were concerned with at their
23 hearing was the split zoning issue and the
24 Navy's concerns.

25 As to the split zoning issue, there's no

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1 question it's the County's policy to
2 discourage split zoning. And as Mr. Rigby
3 correctly pointed out at the last hearing
4 before this Board, an AIPD overlay is not
5 split zoning.

6 There is currently one existing zoning
7 for this piece of property, RR, one zoning,
8 one property under County control. And if
9 this Board recommends that a portion of the
10 property be rezoned to AMU-2, then that goes
11 against the County's policy of split zoning.
12 As you've heard also from staff that it is
13 not the policy of the County to encourage
14 split zoning and they have not done so in
15 most of y'all's memory.

16 The other issue, the second issue, was
17 the RR has -- RR zoning has a density of two
18 units per acre and no clustering. The
19 proposed AMU-2 zoning has a density of three
20 units per acre and allows clustering such
21 that density is increased and where other
22 physical conditions of the property would
23 limit density under Rural Residential, RR.
24 Clustering under AMU-2 would allow increased
25 density and concentration of density.

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1 This goes against MOB 4.2.7 of the Comp
2 Plan: would provide that Escambia County
3 shall monitor development and AIPDs for
4 compliance with the JLUS recommendations and
5 the AICUZ Study requirements. Rezoning to a
6 higher density will be discouraged.

7 Current zoning is two units per acre.
8 Regardless of what anything else would allow
9 under the Future Land Use, other things, if
10 you rezone it from RR, you are increasing the
11 density on this piece of property that will
12 be allowed.

13 Mr. Rigby addressed this morning, again,
14 Criterion (4), change in use: And although
15 that was not brought up by the County
16 Commissioners, I think Mr. Rigby recognized
17 that this is an additional Achilles tendon in
18 his arguments. As staff previously testified
19 today, change in use is normally limited to
20 the 500 foot zone, the Notification Zone.

21 In this particular case, in order to
22 find a change in use, they had to go not two
23 times the normal, not three times the normal,
24 not four times the normal, five times the
25 normal zone that you would look for for

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1 change in use to try and find a change in use
2 to try and meet this criteria. That far
3 exceeds any reasonable or logical explanation
4 for needing to do that to meet that criteria.

5 I thank the County for their -- I thank
6 the Navy, excuse me, for their revised
7 memorandum that does address the issues that
8 are here today. And as Mr. Rigby earlier
9 testified today, RR remains the best thing
10 for the Navy. Thank you.

11 MR. BRISKE: Thank you, Mr. Sauer.
12 Board Members, any questions for Mr. Sauer?

13 MS. SINDEL: No.

14 MR. BRISKE: Mr. Rigby, do you have any
15 direct examination?

16 MR. RIGBY: No direct examination.

17 MR. BRISKE: Okay. Staff?

18 MS. CAIN: No.

19 MR. BRISKE: Thank you, sir. The next
20 speaker Brenda Sauer. Good morning, ma'am.
21 Please state your name and address for the
22 record and be sworn in.

23 MS. SAUER: Brenda Sauer, 9870 North
24 Loop Road.

25 (Brenda Sauer sworn.)

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1 MR. BRISKE: Thank you, ma'am. Go
2 ahead.

3 MS. SAUER: Members of the Board, in the
4 package that the Planning Staff provided on
5 the website, there is a rezoning
6 pre-application summary form that Mr. Rigby
7 submitted on behalf of his client. In that
8 pre-application form it states: Applicant
9 considering aggregate living facility for
10 approximately 43 acres for 140 units,
11 approximately; considering clustering or
12 assistant living and possible condo owner
13 building.

14 One of the criteria under the Land
15 Development Code for this Board to consider
16 when it's looking at a rezoning application
17 includes whether the proposed zoning and
18 redevelopment permitted thereunder will
19 result in significant adverse impacts upon
20 property values of adjacent or nearby
21 properties or in the immediate area more than
22 the types of uses currently provided.

23 As they have said in their
24 pre-application summary, 140 units is about
25 what they're looking for trying to build on

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1 this piece of property. whether or not
2 that's going to significantly adversely
3 affect the properties around that, I will
4 submit to you, from the minutes before this
5 Board from the last time, Mr. Rigby's
6 comments which were, quote, there is no
7 evidence of impact on the property values.
8 We don't know. I don't know. Nobody knows.
9 It may enhance the property values depending
10 on what's put there. It may not. That is
11 not something you have factual evidence on
12 one way or the other, end quote.

13 I don't have any evidence to support
14 whether it will or will not adversely affect
15 my property and neither does Mr. Rigby, so we
16 have a little bit of a gray area there. But
17 I have a feeling that the properties, the 24
18 occupied single-family residences between
19 Blue Angel Parkway and Old Gulf Beach Highway
20 that are on North Loop Road will be adversely
21 affected by an additional 140 units on our
22 road, that are going to be traveling on our
23 road.

24 And the only other point that I have to
25 make is in the staff's Findings-of-Fact under

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1 Comp Plan FLU 4.1.2.B.5, this statement of:
2 No County support of property rezonings that
3 result in increased residential densities in
4 excess of JLUS recommendations. We've heard
5 the JLUS recommendations as they have been
6 amended since the last meeting.

7 My question is this: County staff are
8 County employees. This Board and the Board
9 of County Commissioners are county
10 government. I want to know exactly when is
11 the county support withheld. If it says no
12 county support, who exactly is not supposed
13 to be supporting this, because we as the
14 citizens do not support it and we're just
15 hoping and asking that this Board also not
16 support it. Thank you.

17 MR. BRISKE: Thank you, Ms. Sauer.
18 Board Members, any questions for this --

19 MS. SINDEL: No.

20 MR. BRISKE: Mr. Rigby, any direct
21 examination?

22 MR. RIGBY: No, sir.

23 MR. BRISKE: Staff?

24 MS. CAIN: No, sir.

25 MR. BRISKE: All right. Thank you, Ms.

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1 Sauer. Mr. James Hinson, please.

2 MR. HINSON: I have no further comment.

3 MR. BRISKE: Okay. Mr. Hinson wishes
4 not to speak on the record. Kurt Burke?
5 Burge?

6 MR. BURGE: Burge.

7 MR. BRISKE: Burge. Okay. Thank you,
8 sir. Please come up and state your name and
9 address for the record, please, and be sworn.

10 MR. BURGE: It's Kurt Burge. I'm a
11 property owner; 9550 North Loop Road.

12 (Kurt Burge sworn.)

13 MR. BRISKE: Thank you, sir. Please
14 proceed.

15 MR. BURGE: I just wanted to take the
16 time out to come down here. I oppose the
17 rezoning. I went down to the Board of
18 Commissioners and listened to them talk. And
19 I'm all about, you know, a property owner
20 having the right to use his property, you
21 know, however he wants, you know, but it
22 sounded to me -- I'm just a -- I'm not an
23 attorney here or anything, but I'll just get
24 to the gist of it.

25 It sounds like on Criteria (4) that the

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1 increase of the population is going to
2 increase the traffic flow. They were saying
3 that, well, if we split zone it, you know,
4 the west side or the east side will not be
5 affected and the west side, you know, will be
6 more in tuned with the property, you know,
7 with the apartment complex there.

8 But the egress just allows, you know,
9 due to the wetlands to the south that the
10 access to the property would have to go on
11 North Loop Road, and that's, you know, 140
12 units. And, I believe, you mentioned
13 something about 600 daily trips, would
14 increase that significantly.

15 And at -- the Board of Commission said
16 they were wondering about the Navy support of
17 it, and from what I can tell the Navy is not
18 in support of rezoning. Also, one of the
19 things that they discussed at the Board
20 meeting was the split zoning, which they
21 said, or at least the Board said there were a
22 couple -- I believe it was Mr. White who said
23 that they've never supported split zoning in
24 this area. I don't see any reason why -- I
25 can't understand any reason why they would,

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1 this property was originally zoned. You have
2 the changed impact from the Comp Plan change
3 which affects this property.

4 I don't know where 140 units come from.
5 It may be in that memo, but you don't get to
6 140 units in any imagination here at two
7 units an acre and three units on the western
8 portion. You can do the math based on the
9 acreage, but you don't get to those numbers.

10 A question was asked by Ms. Davis and
11 I'm not sure I heard it correctly, but the
12 Navy does not have a veto. The Navy does not
13 have a veto of what the County Commission
14 chooses to do or what you recommend. And I
15 got an impression that you thought they might
16 have. And, of course, they do not.

17 With respect to split zoning, I agree
18 with Ms. Sindel that was an issue, but I
19 would refer you to -- there were really three
20 commissioners who kind of spoke to it,
21 Commissioner Robinson, at page 12 of the
22 transcript addresses it, and he is clearly
23 not directly opposed to it. He says it's
24 something normally we don't do, but it's a
25 different situation, is the way I'm

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1 you know, split zoning properties. That's
2 all I have. That's all I've got.

3 MR. BRISKE: Thank you, Mr. Burge. Any
4 questions, Board Members? Mr. Rigby?

5 MR. RIGBY: No, sir.

6 MR. BRISKE: Staff?

7 MS. CAIN: No, sir.

8 MR. BRISKE: Okay. That's the last
9 individual that we have. Is there anyone
10 else from the public who hasn't filled out a
11 form that wishes to speak on this matter?
12 Okay, hearing none, the Chair will now close
13 the public comment portion of the meeting.
14 And Mr. Rigby, I'll ask you to come back up
15 and give us your conclusion and your final
16 thoughts, please.

17 MR. RIGBY: Thank you. Jesse Rigby.
18 I'll be very brief.

19 CONCLUSION BY MR. RIGBY

20 First of all, just on changed
21 conditions, within 500 feet, but I don't
22 think that's your standard, but within 500
23 feet you have two new large apartment
24 complexes and you have the JLUS Study. Those
25 are all significant changed impacts to what

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1 paraphrasing his comments.

2 Commissioner Valentino said we really
3 need to scrub the issue of split zoning.
4 Those were his words. Exactly what that
5 means, I don't know, but you need to consider
6 it. Ms. Young seconded his motion but I
7 don't believe there were any comments.

8 Commissioner White seems to be generally
9 opposed to split zoning and, quite frankly,
10 opposed to anything that the Navy objects to.
11 I mean, he was very clear on that. That's
12 just a fact. I don't think he's going to
13 listen to the facts or the evidence. He only
14 wants to know what the Navy wants to do. I
15 think that's inappropriate, but those are the
16 facts we have to deal with.

17 So with those comments I'll wait to hear
18 your decision. Thank you.

19 MR. BRISKE: Staff, anything else to
20 add?

21 MS. CAIN: No, sir.

22 MR. BRISKE: All right. Board Members,
23 discussion? Does anyone have a motion to
24 offer or are we open for discussion?

25 MR. TATE: I have a question for Mr.

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1 Stitt and this is in regards to the position
2 that the Navy has right now on the JLUS.
3 Can you state for the record that the JLUS --
4 that you are not the JLUS but that you're the
5 Navy representative, the JLUS is something
6 that's happened in the past that kind of sets
7 the tone for what we ...

8 MR. STITT: Yes, sir. I can clarify it
9 a little bit. The Joint Land Use Study was
10 done in 2003, and that was a County
11 initiative to look at the impacts of Naval
12 aviation and how they can best have
13 compatible uses to support that. But that is
14 not a Navy document, that is a County
15 document.

16 MR. TATE: Correct. And the -- and
17 while this may be acceptable in JLUS or, I
18 mean, it meets the conditions that the County
19 and the Navy have agreed in the Joint Land
20 Use Study, the Navy position doesn't have to
21 be based on the JLUS document?

22 MR. STITT: Yes and no. The Navy
23 position -- the Navy was a participant in the
24 development, obviously, of the
25 recommendations from the Joint Land Use

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1 Study. However, years later it looks as
2 though some of the resulting Land Development
3 Code regulations still seem to be
4 incompatible, and graphs our version or our
5 views, excuse me, need to be readdressed to
6 make it more compatible.

7 The Navy, obviously, still has the need
8 to look out for the safety of the public and
9 as it regards to the flying of aircraft, and
10 therefore, the compatibility issue.
11 Compatibility is addressed by the -- the
12 criteria, as I understand it, does not
13 reflect necessarily the use of the allowable
14 use of the property. However, the Navy has
15 to look at the use underneath the ground --
16 underneath the air. So we have to look at
17 what's allowed on the ground, and that's part
18 of our objection.

19 MR. TATE: Thank you.

20 MR. BRISKE: Board Members, any other
21 questions or comments?

22 MR. GOODLOE: Mr. Chairman.

23 MR. BRISKE: Mr. Goodloe.

24 MR. GOODLOE: I'd like to say that the
25 introduction by the FDOT denying any access

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1 to Blue Angel from this property is a
2 significant factor, as well as some of the
3 things that Mr. Stitt has brought forward,
4 too, in his memorandum.

5 MR. BRISKE: The Chair will entertain a
6 motion.

7 MR. TATE: If no one else will, I'll put
8 a motion on the table.

9 MR. BRISKE: Mr. Tate.

10 MR. TATE: I move that the Planning
11 Board recommend approval of this rezoning,
12 and that in regard to Criteria Number 1,
13 Consistent with Comprehensive Plan, that we
14 accept staff's Findings-of-Fact specifically
15 with any concerns addressed within the JLUS
16 that were agreed upon by the County and the
17 Navy.

18 Consistent with the Land Development
19 Code: For the same reasons, consistent with
20 surrounding uses, both accepting staff's
21 Findings-of-Fact and seeing that on the
22 ground there are other multi-family or higher
23 density residential uses.

24 Changed Conditions: The Planning Board
25 recognizes that increased residential

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1 development and commercial development have
2 occurred immediately adjacent to the subject
3 property and to the north of the subject
4 property.

5 The effect on natural environment: That
6 we accept staff's Finding-of-Fact.

7 And development patterns: That we
8 accept staff's Findings-of-Fact.

9 MR. BARRY: Second.

10 MR. BRISKE: A motion to approve and a
11 second.

12 MR. WEST: Mr. Chairman?

13 MR. BRISKE: Discussion?

14 MR. WEST: I just want to make sure that
15 it's clear on the record that it's not
16 rezoning of the entire parcel, that the
17 rezoning is only on the western portion.

18 MR. TATE: Revise my recommendation to
19 include just the western portion from RR to
20 AMU-2 and that the -- no, that's incorrect,
21 the eastern portion of the property and the
22 western portion, unless I'm on the wrong side
23 of the road.

24 MR. GOODLOE: It would be --

25 MR. BARRY: The ---

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1 (Court Reporter asks member to repeat
2 statement.)

3 MR. BRISKE: I'm sorry. One at a time
4 so our reporter can get everything.

5 MR. TATE: Okay. If I'm heading south
6 of this road -- or am I heading north?

7 MS. SINDEL: On which road?

8 MR. TATE: On Blue Angel. So it would
9 be AIPD-1, red zoned area, would remain RR,
10 residential, and the yellow AIPD-2 overlay
11 would change from RR to AMU-2.

12 MR. BARRY: Still, still second.

13 MR. BRISKE: Okay. Motion and a second.
14 Confirming which portion of the property.
15 Discussion?

16 MS. SINDEL: Mr. Chair, I will veto
17 supporting this motion. I think there's been
18 valid arguments on both sides of this
19 discussion today. Obviously, my concern
20 still stands that, regarding Mr. Tate's
21 comment, that there's already been -- the
22 apartment complexes have already been built
23 on where the access will include. Just
24 because something exists doesn't mean we
25 should do it again. That's not a big road,

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1 that's a small road, and to add more density
2 on that is a concern of mine.

3 But more importantly, as someone, like I
4 said, who sat there and watched the flight
5 path of these aircraft, I have huge concerns
6 about local government taking the
7 responsibility upon itself by saying it's
8 okay to put more residential or more
9 clustered residential in this area. I have a
10 lot of concern about that. So I will not be
11 supporting the motion as it stands.

12 MR. BRISKE: Okay. Any other comments?

13 MR. GOODLOE: I would concur with Ms.
14 Sindel.

15 MR. TATE: May I comment?

16 MR. BRISKE: Yes, absolutely.

17 MR. TATE: If this was in a clear zone
18 or something of that nature, the agreed
19 accident areas within the County and the
20 Navy, I would not support this. But given
21 where it lays within the accident potential
22 zone, that's the basis of my recommendation.

23 MR. BRISKE: Okay. Any other
24 discussion?

25 MR. TATE; Understanding that those

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1 accident -- that is not a respecer of -- the
2 aircraft are not a respecer of any potential
3 zone, accident potential zone.

4 MR. BRISKE: Ms. Davis?

5 MS. DAVIS: I will also not support this
6 motion.

7 MR. BRISKE: Anyone else wish to add a
8 comment? Okay. All those in favor of Mr.
9 Tate's motion to approve, please say aye.

10 (Board members vote.)

11 MR. BRISKE: And opposed?

12 (Board members vote.)

13 MR. BRISKE: And I believe it is five to
14 two opposing, so the motion is not approved.
15 We need an alternative recommendation to the
16 Commissioners.

17 MS. SINDEL: Why do we need an
18 alternative; what do you mean?

19 MR. BRISKE: We're recommending not
20 approving the rezoning, so that's what's
21 being forwarded to the Commissioners.

22 MR. WEST: You've rejected the findings
23 that Mr. Tate included in his motion.

24 MR. BRISKE: Right.

25 MR. WEST: You need alternate findings

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1 to support --

2 MR. BRISKE: Because he accepted the
3 findings that the staff has presented?

4 MR. WEST: Yes.

5 MR. BRISKE: Okay. So we have to create
6 alternate Findings-of-Fact to support
7 declination.

8 MR. GOODLOE: Mr. Chairman?

9 MR. BRISKE: Yes, sir.

10 MR. GOODLOE: Could I suggest we have
11 about a five-minute recess to put together
12 the ...

13 MR. BRISKE: I think that might be
14 appropriate considering the situation.

15 MR. TATE: Keep it in mind that we
16 cannot confirm among ourself in that
17 five-minute recess.

18 MR. BRISKE: That's correct. Board
19 Members cannot confer. It's ex parte
20 communication. If you wish to have time, it
21 will just be independent work. We will
22 reconvene at 15 till. We'll stand
23 temporarily adjourned until then.

24 (A short break was held, after which the
25 hearing continued as follows:)

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MR. BRISKE: I'm going to call our meeting for the rezoning case of the Planning Board Z-2012-01 back into session. All of the Board Members have returned so we have our quorum. And I believe a couple of our Board Members have been working on some language to address the Findings-of-Fact since the previous motion did not pass. Who is going to be presenting an alternate motion at this point?

MR. GOODLOE: Well, I will start, Mr. Chairman.

MR. BRISKE: All right.

MR. GOODLOE: I'd like to move to recommend a denial of Zoning Application Z-2012-01 of the Rezoning Application to the BCC. And I disagree with the staff's Findings-of-Facts Criterion (3), that it is not compatible -- I believe it is not compatible with surrounding uses. I disagree with the Findings-of-Fact on Criterion (6), that it would not result in an orderly development pattern.

MR. BRISKE: Okay. You're accepting the other criterion from the staff?

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proposed uses had changed because of the interlocal agreement with JLUS that is now in effect, then, perhaps, it was not in effect when the apartment complexes were built, that that's provided now a changed condition and changed the compatibility of existing proposed uses, for example?

MR. WEST: Yes, that could be included as the facts that caused you to come to your conclusion.

MR. GOODLOE: And I would agree with that. I also believe that the testimony on the -- from the Florida Department of Transportation was pertinent to this issue here and certainly would affect both Criterion (3) and Criterion (6).

MS. SINDEL: And potentially Criterion (4), because of it being a changed condition, that the conditions have changed because the implementations of JLUS.

MR. BRISKE: Okay. Let's call time-out for just a minute. Mr. Goodloe, you have a motion on the floor accepting Criterion (1), (2), (4), and (5), as I see it, and replacing Criterion (3) and (6)?

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MR. GOODLOE: And I accept, yes, Criterion (1), (2), (4), and (5).

MR. BRISKE: Okay. Mr. West, does that cover us legally as far as --

MR. WEST: Well, I would always recommend that you try to flush out the facts that caused you to reject those criteria, testimony, and evidence that was presented just so that it's on the record what it was that caused you to come to a different conclusion than the staff.

MR. GOODLOE: And that would be by each criteria?

MR. WEST: Well, the same testimony in evidence may cause you to come to a different conclusion on both of the two criteria that you specifically found that you did not agree with staff. But it can be different as well. Again, I would recommend that you flush out both criteria as to the facts and testimony that caused you to come to a different conclusion.

MS. SINDEL: So this would be where if, for example, if you wanted to use the statement that potentially existing and

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MR. GOODLOE: I do, but I would listen to an amendment to include Criterion (4).

MR. BRISKE: Okay. I just want to make sure that we get the wording exact for the motion as to each criterion so that, as we stated, Mr. West stated, it's important that we get this. So if we need to take a moment and craft it, then that's fine.

MS. SINDEL, Mr. Goodloe is indicating that he may consider amending his motion to include the Criterion (4).

MS. SINDEL: Horace is calling for an additional time-out.

MR. CLARK: Time, yes.

MS. SINDEL: Oh, because we lost our attorney.

MR. CLARK: Yes.

MR. BRISKE: Okay. We're going to stop for just a second. We need to have the County attorney present during the meeting here.

(A brief pause was held, after which the hearing continued as follows:)

MS. SINDEL: He's back. Mr. West, I believe what was being asked was could I make

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1 an amendment, or do we need to wait for a
2 second to include that we also consider
3 Criterion (4)?

4 MR. WEST: Well, it depends, I guess.
5 You could recommend a change. I'm sorry.

6 MS. SINDEL: That's okay.

7 MR. WEST: You can recommend a change
8 and then Mr. Goodloe could agree to amend his
9 motion. Or if his motion is seconded, then
10 you can offer a substitute motion that would
11 require a separate vote of the Board so that
12 the Board would have to approve. Your
13 substitute motion should instead supersede
14 his original motion.

15 MS. SINDEL: Okay. We've haven't gotten
16 to a second, so I'm going to recommend to Mr.
17 Goodloe he consider adding Criterion (4)
18 regarding changed conditions.

19 MR. GOODLOE: And, Mr. Chairman, I would
20 like to accept that amendment as part of my
21 recommendation.

22 MR. BRISKE: Okay. So at this point
23 you're accepting staff's findings on
24 Criterion (1), (2), and (5)?

25 MR. GOODLOE: That's correct.

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1 right here in some regard, right, at least
2 from the property appraiser when they were
3 completed?

4 MR. CLARK: Yes, sir.

5 MR. TATE: I mean, our motion needs to
6 be able to stand without error. And if it's
7 correct, that's great. If not, I just want
8 to --

9 MS. SINDEL: I agree. It was my
10 understanding that -- I think the apartments
11 were prior to 2003. But you're right, we do
12 need to confirm that.

13 MR. TATE: And just -- I mean, while
14 we're discussing this, Mr. West, since we
15 have this unusual setting as a Planning Board
16 now where we can't go back to our office and
17 make a decision, can we flush out -- I mean,
18 we don't -- we went into recess to allow a
19 couple of different people to kind of work on
20 a motion, but jointly can we work on a motion
21 before we present it as long as we're in
22 session?

23 MR. WEST: Sure. As long as you're
24 still at the hearing, you can kind of craft a
25 motion amongst yourselves as long as it's,

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1 MR. BRISKE: And you've provided
2 alternative language on Criterion (3);
3 you're accepting Ms. Sindel's wording on
4 Criterion (4)?

5 MR. GOODLOE: Correct.

6 MR. BRISKE: And you've given alternate
7 findings on Criterion (6)?

8 MR. GOODLOE: Correct.

9 MR. BRISKE: Okay. Do we have a second?

10 MS. SINDEL: Second.

11 MR. BRISKE: Okay. Motion and a second.
12 Discussion?

13 MR. TATE: Just a question in regards to
14 JLUS and the implementation to JLUS timing.
15 Our motion at this point rests on the fact
16 that JLUS was not in effect when the
17 apartments were built, or is that -- I'm just
18 asking does anybody know the timing of that
19 and whether or not it's applicable?

20 MR. CLARK: It is my understand that the
21 Joint Land Use Study began in 2003. I am not
22 aware of when the apartments were built. I'm
23 not aware of those things.

24 MR. TATE: I mean, it's something we can
25 check, though? I mean, we have the record

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1 you know, at the meeting.

2 MR. TATE: Okay.

3 MR. WEST: Not during recess.

4 MR. TATE: And just so the folks here
5 know, in the past there was a single person
6 who took all the information and went back to
7 his office and made a decision. We don't
8 have that luxury. So it's just available.
9 We don't have to, you know ...

10 MR. BRISKE: That would be the pleasure
11 of Mr. Goodloe, that he would withdraw his
12 motion to allow for the Board as a whole to
13 help craft the motion?

14 MR. GOODLOE: I will withdraw my
15 motion.

16 MR. BRISKE: Okay.

17 MR. RIGBY: Mr. Briske, may I just for
18 the record state an objection to the Board
19 now going out and seeking additional
20 evidence. The evidence is in.

21 MR. TATE: I'm sorry, that --

22 MS. SINDEL: You're right.

23 MR. RIGBY: You closed the hearing.

24 MR. TATE: -- is correct.

25 MS. DAVIS: You're right.

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1 MR. RIGBY: And it is what it is.
 2 MS. SINDEL: Thank you. You're right.
 3 MR. TATE: You're correct.
 4 MR. BRISKE: That is correct. We cannot
 5 introduce additional evidence at this point.
 6 It was not in the record while we were in
 7 discussion.

8 MS. SINDEL: Sometimes we forget we're
 9 not --

10 MS. DAVIS: Well, I do have a question.
 11 Do we need that comment about the JLUS? Can
 12 we take that out and still have a viable
 13 counter?

14 MS. SINDEL: You have to have a reason.

15 MS. DAVIS: That's my point, we need to
 16 find a different reason then. I think we're
 17 not sure.

18 MS. SINDEL: Horace?

19 MR. CLARK: And I do want to say
 20 something about the -- the Joint Land Use was
 21 a study. Those -- those recommendations,
 22 that was from that committee at the time,
 23 they came -- when they came, they presented
 24 all of those things and they tried to codify
 25 them in the Land Development Code and the

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1 Comprehensive Plan through a type of
 2 ordinance.
 3 And from that committee, from that
 4 committee with the Navy and the County, all
 5 the counterparts that were formed at that
 6 time, they agreed to adopt these regulations
 7 to implement the Joint Land Use Study, but
 8 the regulations -- but the regulation that
 9 was agreed upon is the regulation that was
 10 adopted in Chapter 11 as well as Chapter 6
 11 with the addition of AMU-1 and AMU-2. So we
 12 want to say that was a study, not the actual
 13 law. That was a study, all of the committees
 14 when they got together, then they agreed to
 15 come together.

16 MS. DAVIS: And they agreed to it, and
 17 that's what we're quoting as the --

18 MR. CLARK: Yes.

19 MR. BRISKE: Okay. Mr. Tate, did you
 20 want to offer an alternative motion? Mr.
 21 Goodloe has withdrawn. Did you want to start
 22 dialogue for an alternative motion?

23 MR. TATE: Oh, I have an alternative
 24 motion but it's failed.

25 MR. BRISKE: Okay. I'm just -- I

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1 understand. I'm suggesting --

2 MR. TATE: And I'm just suggesting in
 3 general as a Board we can flush out a -- even
 4 if it's something I don't agree with, but it
 5 may be better than trying to -- one person,
 6 then amend it.

7 MR. STITT: And, Mr. Chairman, just for
 8 clarification, the issue was that the Joint
 9 Land Use Study reference was the main issue
 10 that was not supported, right?

11 MS. SINDEL: Right.

12 MR. STITT: Was that originally brought
 13 in because of Mr. Rigby mentioning the Joint
 14 Land Use Study not making the change
 15 condition?

16 MR. BRISKE: I'm not exactly sure, to
 17 answer your question.

18 MR. STITT: All right. I'll clarify it.

19 MR. BARRY: Mr. Chairman, does Mr. West
 20 think this is necessary? I mean, is the
 21 motion not clear?

22 MR. BRISKE: I'm going to call for a
 23 motion at this point. And Mr. Goodloe, if
 24 you would like to restate your motion. And I
 25 apologize for -- I thought we were going to

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1 get additional input that may help craft the
 2 motion.

3 MR. GOODLOE: Thank you, Mr. Chairman.
 4 I'd like to move denial of the rezoning
 5 application Z2012-01 to the Board of County
 6 Commissioners and adopt the Findings-of-Fact
 7 for criterion -- that the staff presented in
 8 Criterion (1), (2), and (5); and do not
 9 accept Criterion (3) as it is not compatible
 10 with surrounding uses; and Criterion (4) in
 11 that it is -- there are changed conditions;
 12 and Criterion (6), that it would not result
 13 in orderly development patterns as based upon
 14 the testimony that we have received before
 15 the Board today.

16 MS. SINDEL: Second.

17 MR. BRISKE: Motion and a second.
 18 Further discussion? All those in favor of
 19 the motion say aye?

20 (Board members vote.)

21 MR. BRISKE: Opposed?

22 (Board members vote.)

23 MR. BRISKE: Okay. Once again, the
 24 motion passes five to two with two being
 25 opposed. So that's what will be passed on to

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the Board of County Commissioners. I appreciate everyone's patience on this case. And we will promptly move on to our next case as time is quickly getting away from us here.

Thank you if you have attended.

(A short break was held, after which the proceedings continued:)

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IN AND FOR ESCAMBIA COUNTY, FLORIDA
ESCAMBIA COUNTY

VOID

Quasi-judicial proceedings

Escambia County Planning Board, on Monday, March 12th, 2012, at the Escambia County Central Office Complex, 3363 West Park Place, First Floor, Pensacola, Florida, commencing at 8:30 a.m.

A P P E A R A N C E S

P L A N N I N G B O A R D :

WAYNE BRISKE, CHAIRMAN
TIM TATE, VICE CHAIRMAN
DOROTHY DAVIS
STEVEN BARRY
R. VAN GOODLOE
KAREN SINDEL
ALVIN WINGATE
PATTY HIGHTOWER, SCHOOL BOARD MEMBER (NOT PRESENT)
BRUCE STITT, NAVY REPRESENTATIVE
STEPHEN WEST, ASSISTANT COUNTY ATTORNEY

D E V E L O P M E N T S E R V I C E S B U R E A U :

T. LLOYD KERR, AICP, BUREAU CHIEF (NOT PRESENT)
HORACE JONES, DIVISION MANAGER, LONG RANGE PLANNING
ALLYSON CAIN, URBAN PLANNER DEVELOPMENTAL SERVICES
JOHN FISHER, URBAN PLANNER DEVELOPMENTAL SERVICES
DENISE HALSTEAD

G E N E R A L P U B L I C

REPORTED BY: SUSAN S. HINOTE, COURT REPORTER

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P R O C E E D I N G S

MR. BRISKE: Case

Z-2012-02, 10

Multi-Family Density Medium high density to R-6, neighborhood commercial and residential district.

Members of the Board, I will ask if there's been any ex-parte communication between you, the applicant, the applicant's agents, attorneys, witnesses or with fellow Planning Board members or anyone from the general public prior to this hearing. I'll also ask that you disclose if you've visited the subject property. Please also disclose if you're a relative, business associate of the applicant or the applicant's agent starting with you Mr. Stitt.

MR. STITT: Mr. Chairman, no ex-parte communication. I have not visited the site and I am not related to anyone.

MR. BRISKE: Okay, sir. Mr. Goodloe?

MR. GOODLOE: Mr. Chairman; no to all the above; I have not visited the site.

MR. BRISKE: Okay.

MR. BARRY: No communication, no

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Speakers:

Commissioner Wilson B. Robertson, Chairman (Robertson)
Commissioner Gene M. Valentino, Vice Chairman (Valentino)
Commissioner Grover C. Robinson IV (Robinson)
Commissioner Kevin W. White (White)
Commissioner Marie K. Young (Young)
Alison Rogers (Rogers)
Horace Jones (Jones)
T. Lloyd Kerr (Kerr)
Jeff Sauer (J. Sauer)
Brenda Sauer (B. Sauer)
William Dunaway (Dunaway)
John Roberts (Roberts)

Robertson Next case Lloyd.

Jones OK, now we got adoption of the Map, amending the Official Zoning Map.

Robertson The confusion is we want to hear the speakers before we vote, OK? So go ahead.

Rogers The next Rezoning is 2012-01. 9869 North Loop Road.

Jones Yes.

Robertson And we do have speakers when you want to hear them.

Rogers And a reminder for the speakers you had to speak before the Planning Board in order to be able to speak tonight and please restrict your comments to those topics you discussed before the Planning Board. Thank you.

Robertson Now, let me ask you this, Alison. We have two people signed up but they're not on the list. A Mr. Bruce Stitt and a Will Dunaway.

Rogers Mr. Bruce Stitt is the one of the Navy's ex-officio members of the Planning Board and who's the other one?

Robertson The other one is Will Dunaway, representing (Rogers interjected)

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- Rogers I am not aware of a Mr. Will Dunaway. I don't think it would be appropriate for the Planning Board representative to speak to you this evening.
- Robertson That did not speak at the (incomplete)
- Rogers They made their recommendation and his comments would be part of that conversation that the Planning Board had. There's a memo from him that is in your backup, it was made part of the record. I'm not aware of a Mr. Dunaway speaking at all before the Planning Board. It would not be appropriate for him to speak either.
- Robertson All right. Our first – but Bruce Stitt can, right?
- Rogers I would not recommend it. He is an ex officio member of the Planning Board. It's their recommendation you're considering.
- Robertson OK. The first speaker Jeff Sauer.
- J. Sauer Mr. Chair, this application tonight for rezoning is about clustering and about being able to have zero lot lines. When you read the transcript of the Planning Board, when you read the testimony that was there, the RR zone does not allow clustering, the RR zone that's the current zoning does not allow zero lot lines. The AMU-2 zone that is being requested and was proposed by the applicant and approved by the Planning Board on a portion of the property allows a concentration of density. The application has the burden – the applicant has the burden of proving competent evidence as to six criteria. And I don't know if I'm going to make it within the three minutes because this is a quasi-judicial so I would ask for some leeway there, Mr. Chairman.
- Robertson And you have Brenda Sauer. Is that – can they designate your time or do they need to – OK, we'll give you a little extra time.
- J. Sauer I appreciate it, sir. There are six criteria that the applicant has to meet. The first criteria is consistency with the Comp Plan Section 4.1.2 of the Comp Plan reads "the airfield influence district requires density and land use limitations and no County support of property rezonings that will result in increased residential density. That's from your Comp Plan. A careful analysis of the application shows that is just what is being asked for, clustering. Thus increasing residential density. Based on the testimony that was (indecipherable) the Planning Board, if this zoning change was granted mathematically the applicant would have over

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100 residential units that they could try to cram in wherever and however possible on this piece of property. As to the second criteria, staff reported that the proposed rezoning was only consistent with the portion of the parcel that was within the AIPD-2 overlay. So what did the applicant do? The applicant at the hearing amended his application to the effect of requesting split zoning on a single parcel. That is a request that is contrary to the standard policy of the County and is discouraged by the County to have split zoning on a single parcel. As to the third criteria, staff reported that within a 500-foot radius there was residential, rural residential, RR, R-6, and C-1. But to reach that analysis the staff had to look to South Loop Road and immediately on Blue Angel Parkway. The evidence that was submitted before the Planning Board showed that South Loop Road is really not a factor because South Loop Road cannot handle any new development without substantial upgrades to South Loop Road, so anything that would happen on this property is going to pour out onto North Loop Road and that's important because of one of the criteria that also needs to be considered. The fourth criteria is changed conditions. Within the 500-foot radius that is the rule of thumb, staff found no changed conditions.

Robertson I'm going to give you two additional minutes there, Jeff.

J. Sauer Staff reported no changed conditions within the 500-foot radius but the application – the applicant then – showed that over a half a mile away there had been change. In other words, 2,640, five times the rule of thumb, there was some change. At the intersection of Sorrento and Blue Angel Parkway. The applicant failed to meet this criteria. As to the fifth criteria the staff reported that it did not address it. Basically staff report punts and says that qualifying under this criteria will be deferred to the time of development review and site plan review. In other words, it wasn't ruled upon by the Planning Board (indecipherable), the staff recommendation to the Planning Board. As to the sixth criteria, the staff reports that the parcels adjacent to the existing – it is adjacent to existing residential uses. But AMU also allows commercial uses, therefore, it's not compatible with rural residential. Thus a review of the Planning Board hearing show that several of the criteria that are required for the approval of a zoning change have not been met. But even if they met that application, there are five criteria that the Board is required to consider to still determine whether or not there's a legitimate public purpose in keeping the existing (indecipherable).

Rogers I'm sorry, Mr. Sauer. You are going well beyond what you testified before the Planning Board. You did talk about the changed conditions, you did talk about

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North Loop Road, but you did not go through these five criteria about – you did not go through that.

J. Sauer Yes I did.

Rogers Well, I'm looking at the record.

J. Sauer The five criteria that are the – as to legitimate purpose for retaining it have to do with is the zoning premature, I did address that.

Rogers OK, well, I'm sorry. I don't see that in here. I'm reading – I've got the verbatim in front of me.

J. Sauer OK. Well I can tell you I was there, I can tell you that I did address it, that it is premature because there was no other changes in this area.

Rogers You did talk about the changed conditions but if you can maybe summarize so that we don't get beyond the material that developed (interjected by Sauer)

J. Sauer I also talked about the fact that this is spot zoning. OK. And that again is discouraged by the County. Talked about whether or not it would create an intrusion of commercial uses into an established residential area and yes it will. Where RR does not allow commercial uses, the AMU-2 proposal does. So that criteria is met. Also talked about the significant impact – no we did not talk about significant impact upon adjacent property values. That was not addressed. We did talk about and submit competent substantial testimony as far as detracting from the character and quality of life in the general area and neighborhood. The competent evidence showed that the existing apartment complexes on Blue Angel Parkway for the most part dump out onto Blue Angel Parkway; they do not impact North Loop Road. The impact on North Loop Road being RR is that you have people there jogging on the road, you have parents and children, you have military, you have people bicycling with their children on North Loop Road.

Robertson Try to wrap her up Mr. Sauer. We're going to have to – we have to limit everybody and I'm going to have to (Sauer interjected)

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- J. Sauer And that is substantially it. In other words, they haven't met their criteria they needed to obtain the zoning change. We have shown there's substantial competent evidence not to permit it and, finally, as in the report that you have, the Navy is opposed to it and that's also a criteria that the County is supposed to consider when considering a zoning change. Thank you.
- Robertson Thank you. Ms. Brenda Sauer.
- B. Sauer Mr. Chairman, my report is in a written form and I have copies.
- Rogers No, I'm sorry, we cannot accept a new written report and (B. Sauer interjected)
- B. Sauer Ma'am this is not new. I'm citing to the record, which is why I made one so you will have copies of the record below.
- Rogers I have the written record in front of me. Thank you.
- B. Sauer All right. Then I'll move forward without this copy given to you. I have two arguments before this Board of why this rezoning request should be denied. The first is because it is not in compliance with the Comp Plan. Under the staff report to the Planning and Zoning Board, they cite to the Comp Plan FLU 4.1.2.
- Rogers No, I am sorry, you did not – this is very different – you are getting into testimony that is very different from what you testified before the Planning Board.
- B. Sauer Ma'am, this is the record that I'm citing to.
- Rogers No, ma'am. Your comments need to be restricted to your comments and the topics that you discussed below before the Planning Board.
- B. Sauer The Land Development Code said that the review by this Board shall be limited to the record below and this is part of the record.
- Rogers Yes, ma'am, and they have that. If you can – if you have comments to make if you'll please restrict them to your comments and the topics that you discussed before the Planning Board. They are very well aware that they need to make their decision based on the record. Thank you.
- B. Sauer My statement is that the Navy's memo, which was not given to the public at the Planning Board meeting, requests that this rezoning request be denied. And the

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Comp Plan states "no County support of property rezonings that result in increased residential densities in excess of JLUS recommendations."

- Rogers I appreciate it very much, but the memo was, in fact, presented, it is referred to multiple times in the record, and it is in the backup that we all have.
- B. Sauer But it was not given to the public at the Planning Board hearing.
- Robertson The way I understand this process, we do not deviate from what was discussed at the Planning Board meeting and then we don't rehear. 'Cause I'm giving you and – both of you five minutes, normally three. And then I don't have anybody signed up on the other side. Are you planning to speak.
- Dunaway (from the audience) Sir, I'm Will Dunaway. I'm here for Mr. Rigby. I'm representing – and we have an affidavit (inaudible).
- Rogers Yes.
- Kerr That's correct.
- Robertson So, he's representing the attorney.
- Rogers If you'll please just fill out a speaker request form.
- Robertson He did.
- Rogers Oh, I gotcha, I gotcha.
- Robinson (indecipherable) said he couldn't speak.
- Rogers I'm sorry.
- Robertson I was looking for Jesse Rigby myself.
- Dunaway Sir, he sends his apologies. He's in Tampa (inaudible).
- Rogers That's – yeah, Mr. Dunaway, as the agent, can speak instead of Mr. Rigby. I'm sorry. I didn't realize that's who that was.

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Robertson I understand. And we're giving the attorneys five minutes each, so we'll start the clock back.

B. Sauer At the Planning Board hearing, counsel for the applicant stated, and this is a direct quote from the transcript, "there is no evidence of impact on the property values. We don't know. I don't know. Nobody does. It may enhance the property values, depending on what's put there. It may not. That is not something you have factual evidence on one way or the other." End quote. That is in direct conflict with the recommendations that the Planning Board can give to the Board of County Commissioners if changing the zoning or leaving the zoning will accomplish legitimate public purpose. That's what the applicant's own attorney said on the record. That there's no evidence that this might not impact our properties. It may well. Just depends on what's put there. And he stated that before the Planning Board. Now I can't testify to that before the Planning Board, that's the point of my presentation is – no, this is not the testimony I gave, I'm citing to the record where there are inconsistencies from the applicant and from the Planning Board. If the Navy's recommendations were that this rezoning request be denied, the Comp Plan states that no County support of property rezonings that result in increased residential densities in excess of JLUS recommendations. That's not an excerpt, that's no paraphrase, that is directly from the Comp Plan. And the Navy's memo specifically states that this request is – they don't recommend it, they think it should be denied. But the Planning Board nevertheless recommended it to the Board anyway. I'm just requesting you reconsider this whether it is in compliance with the Comp Plan, whether it's in compliance with the Land Development Code, and, if necessary, table this send it back to the Planning Board. And that's all I have to say. Thank you.

Robertson Thank you. OK, Will Dunaway, representing the applicant. Five minutes, we're going to deviate from the three.

Dunaway Oh, no, sir. I'm not going to take that much time. I'm confident that staff will be able to answer and present the case. We would just ask that you would support the Planning Board's decision. And I'm available for any questions that you may have specific to the concerns that were raised by the Sauers or anything that comes up with staff. Thank you.

Robertson Stay on the front seat in case we need you. OK, we have first Kevin White, Commissioner White.

White (inaudible comments)

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Robertson Commissioner Valentino I think.

White Let him go first 'cause I was asking Alison a question.

Robertson OK. And this is your district.

Valentino I did, to someone speaking earlier, but I'm pulling back until I hear from Lloyd I'll save my comments till after. I want to hear both sides.

Robertson Well, I think we've heard all sides. Lloyd.

Valentino I want to hear from Lloyd.

Robertson OK. You got anything else to add, Lloyd?

Roberts (from the audience) My name should be on there, John Roberts (inaudible).

Robinson He is – he can speak, but he needs to sign up.

Robertson Did you sign a form, sir?

Roberts (from the audience) When I got here, no. They told me at that planning meeting (inaudible)

Robertson No, sir.

Valentino That just means you're allowed to speak tonight.

Robertson If you spoke at the Planning Board you can speak tonight. But if you'll fill out that form real quick, we'll get it to you.

Kerr Staff's got nothing further to add. We'll be glad to answer any questions that the Board might have.

Valentino Lloyd, I have a question. Mr. Chairman, if I may. One of the concerns I have with this case is that it's different from most others that I've experienced in the fact that we have a "air traffic" if you will and aircraft zone condition that applies. A military base standard that was worked out through an Interlocal Agreement with the County but that agreement is not zoning, is that correct?

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- Kerr Yes, sir, that is correct. The agreement refers to the aircraft influence planning districts. It outlines – we have a – and the aircraft incident areas, the protection zones. However, the zoning was put in place by the County in response to those maps that were developed by the Department of the Navy. And the zoning requirements with those zoning districts, the AMU-1 the AMU-2, were also developed in conjunction with the Navy. There are certain restrictions that go along with uses as well as densities and other development standards, for instance, height. But the aircraft influence planning districts are an overlay that goes over the existing zoning and then there are certain uses and certain densities then that are restricted within particular parts of those overlays.
- Valentino OK and to follow-up – Alison, I need your help on this – is then therefore, the six under-riding criteria we use in determining acceptability or rejection. To include the aircraft zoning – the aircraft pattern categories.
- Kerr We review every zoning petition against all of those six criteria. They can be applied regardless of whether you're in a AIPD zone or not. And so they' are applied just the same as in any other area.
- Valentino But from a County point of view, Alison, I really bristle over the concept of having to support something involving split zoning. But in this case my understanding is from the evidence I've read and the information I've followed up on, which is why I asked a few questions about it this morning, my understanding from the testimony is that the impact of a split – it's a difference without distinction that the fact that there is a split use on one parcel is immaterial because the side of the parcel that was impacted really wasn't – it was a wetland area and – more wet anyways and wasn't going to allow for access and egress. Specifically from the North Loop Road side.
- Rogers The Planning Board's recommendation – I think I understand your question – the Planning Board's recommendation is to follow the AIPD-1 AIPD-2 line and that's the line where the split of the zoning would take place.
- Valentino But if they were to go forward with approval from this Commission on this split zone it's not like we really have a split zone problem because the access from North Loop is unlikely anyway. The access of the part of the parcel that touches North Loop Road was not really (incomplete)
- Rogers There's significant testimony in the record about the South Loop Road and the North Loop Road. The testimony basically was that the existing multi-family

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apartment complexes to the north of this site 95% – I think the testimony was 95% of the traffic in and out of those apartment complexes is using Blue Angel Parkway. The concern expressed in the record had to do with the access and how that might be different in the event of multi-family or whatever else being put on this site and the use of North and/or South Loop Road. Tommy Brown from your Traffic Department testified that North Loop Road is in poor condition and is not currently really developed for any sort of significant motor traffic and would need to have significant improvements in order to handle any development of any size.

- Valentino Hold that (indecipherable) for a second. So the concern – I can't – when we make – when we approve or disapprove uses here we are not looking at a specific development but the general zoning category.
- Rogers Correct. And the things that it may allow. So AMU – one part of this would remain the current RR but the Planning Board recommendation is to allow the western half to be up-zoned to AMU-2. This is – the decision for the Board – true – and it's in the record and it is true, as the speakers, at least one of the speakers referred to, we have discouraged split zonings in the past. There's not a black and white prohibition on it in your Code, but we certainly have discouraged them. And that's certainly in the record.
- Valentino And the Future Land Use on this is all?
- Rogers It's mixed use suburban.
- Valentino Mixed use suburban.
- Rogers I believe. Yes.
- Kerr Yes. That's correct.
- Valentino Which would have allowed for the use that the applicant applied for as well.
- Kerr Yeah, that is correct. The Mixed Use category does allow for mixed uses of residential as well as commercial.
- Valentino And if I'm reading the information correctly some general compromise was understood. Not that I have to hear that, but it was in the testimony that there was some compromise that recognized that the intensity of access to North Loop

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Road would have been mitigated or minimized because it would have had to have gone to Blue Angel as access. Is that a fair statement?

Rogers I don't (incomplete)

Valentino Access and egress to the property.

Rogers I think they're just – some of the speakers who were in opposition to any up-zoning were pointing out the difference between the existing multi-family to the north where much of the traffic is going directly off and on Blue Angel Parkway but in this instance it is – the testimony was the concern of the increase in traffic that by necessity would use probably North Loop Road. I'm not sure of the potential of South Loop Road, but (incomplete)

Valentino Or Blue Angel.

Rogers The problem was the increase in traffic on these roads that may not necessarily currently have that characteristic to them. Would no necessarily go directly onto Blue Angel like the existing multi-family to the north are doing. So you would have the potential of traffic impacts on these other roads.

Valentino And one last question. I didn't get the sense that the military absolutely rejected this.

Rogers There is the memo that of course the speaker was referring to. Mr. Stitt did speak at length at the hearing. He's one of the ex-officio Navy members of the Planning Board – he did speak at the hearing. He did also provide a memo it is in your backup. I think you could summarize those statements as the Navy's preference would be no up-zonings, period, would be the preference.

Robertson Well, Alison, if he spoke at the Planning Board meeting why can he not speak.
Rogers The Planning Board member. He's an ex-officio Planning Board member.

Robertson OK. So he should not speak tonight.

Rogers I would kind of discourage it. You don't really want those Board members coming and further lobbying you to follow or not follow their direction, so I would discourage that. And my apologizes, of course, to Mr. Dunaway. I was expecting Mr. Rigby so I just didn't put two and two together.

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Robertson All right, Commissioner White's next.

White The first question I want to ask, 'cause Gene, it's your district, so – 'cause I can tell you I'm not going to be supportive. So I've got a motion to overturn the Planning Board. But I'm going to wait and see. I can always make a substitute motion if you're going to want to approve it.

Valentino I'm still working through it at this very moment. I thought I had my mind made up and I'm still confused.

Robertson Well, while you're thinking let's go to Commissioner Robinson. He's not spoken lately on it.

Robinson Let me – I'd like to say just a couple of things in there. As you know on this Board I'm one of the most adamant against split zoning. The only thing that I would – cause a little bit of caution on this issue. This isn't split zoning for the sake of split zoning. This is because the law basically requires, or the Ordinances that we've written, under JLUS, required that half the property conform to that. So it's not – this isn't split zoning like we've normally had it. I mean, this is an Ordinance underlying it. Two issues that I have that I have some concernment. There was some reference to this as spot zoning. We have C-1 directly to the north of it in two places, so I don't see how this is spot zoning. You're also – Alison, you made considerable reference to the fact that the two apartment complexes empty out onto Blue Angel. They actually only have ingress/egress to Loop Road and I have that on – this is what's great about being able to bring the maps now to the Board meeting – I mean I'm looking right here on it in pretty good resolution and the only ingress/egress of those apartment units is onto North Loop Road. I'm not a traffic person so I don't know what that means to North Loop Road but there was some reference about going onto Blue Angel and I don't see any ingress/egress onto Blue Angel. So I just – I'm sitting here looking at on my iPad here and not seeing anything. Those are generally my thoughts. I don't disagree with you, Kevin, I could go either way on this one. I'm sort of trying to figure out where I'm going but there were some comments that were made that I just – I don't think the Planning Board – I understand and I think the issues of the time and the commitment that we've invested in the Navy is certainly important to us but I don't think the Planning Board was totally off in saying that this was spot zoning or anything else. I just wanted to – I think the Planning Board at least – there were some charges that I didn't agree with that were sort of thrown out there toward the Planning Board members and I don't think those are necessarily backed up but I still have a tough time with the Navy

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not wanting to do this and a variety of things and commitments we've made to them, so I'm still somewhat on the fence on this one but that's kind of the way I feel on it at this particular time.

Robertson Commissioner Young.

Young I'm sorry. My problem is the Navy's request. I thought we'd made a commitment with the Navy that we would always consider the JLUS – you know, that we're committed to them with this and that's my problem. Why would he take the time to come out here and speak to the Planning Board if he didn't think that was an area that should be reserved?

Robertson OK. Commissioner Valentino.

Valentino Mr. Chairman, in the second paragraph of the December 29th letter from Bruce Stitt, Community Planning Liaison Officer, Naval Aviation Pensacola, he says while the AIPD regulations only apply to the portions of the property which they overlay, it would appear that the rezoning will apply to the whole of the property since there is no existing mechanism to accomplish split zoning. However, it cannot functionally be applied to the whole of the property since there is an existing exclusion for the requested zoning category to be utilized in the AIPD-1. This is why I'm confused – he's confused, too. He's on the fence as well. So it's not like the military – I think the military in this case recognizes the confusion of the circumstance and – because of a split zoned property, I think, senses an accommodation was coming forward. I must admit this is a difficult one and the Planning Board I commend them I think they did a good job on their recommendation on this however even though we could vote on it I don't think we should. I think it has to be determined that – by voting for or against this, whether we are – there's a higher authority, there's a higher concern and that is not to compromise our Interlocal Agreement with our military. So I make a motion that we return this to the Planning Board for consideration – reconsideration and that based on the fact that there was a split zoning – for further clarification and address the split zoning concern.

Young Second it.

Robertson Restate the motion one more time.

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Valentino I move that we return this recommendation back to the Planning Board for further review and consideration and that they address the issue of the split zoning category. That's it.

Robertson OK. Do I have a second?

Young I did.

Valentino My comment to that, Mr. Chairman, would be that there is no – we have to protect the residential feel of North Loop Road and the citizens who've been asking for that quiet enjoyment of that neighborhood yet at the same time the owner of the property is not in violation of anything. And he's entitled to the full use of his property under the zoning. The confusion is not whether he's entitled to the full use of his property, the confusion for me right now is that I don't want to be in conflict with the military in violating the – in confusing the relationship we have with them on these AIPD (indecipherable).

Robertson So your motion is send it back to the Planning Board. I'll ask again, do we have a second?

White Marie said she seconded it.

Robinson It's already seconded.

Valentino Marie seconded it.

Robertson Oh, I'm sorry. I didn't hear that. Now, before you vote, Mr. Roberts, you want to come speak. Cause we (incomplete)

White Well, I pushed my button to speak.

Robertson Oh, I'm sorry.

White About 60 times.

Robertson All right. Kevin, go ahead.

Robinson You didn't sign a form.

White I must not have signed a form, yeah.

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Robertson Did you sign a form? OK.

White Gene, you can send it back to the Planning Board but the Navy's not going to change their position that they're going to want it denied. And it's still going to be split zoning and our Code discourages that. I mean, you can put lipstick on a pig, but it's still a pig.

Valentino I want to make sure we get it right and I'd rather err on that side. I think we have a right to look further into making sure that the relationship with the military is not compromised and that we really scrub the issue of the split zoning issue. Consistent with what Grover Robinson said I really have heartburn over going in the wrong direction and that's with split zoning on a given parcel.

White Well, we've worked so hard to avoid split zonings and we're going to sit here – 'cause it's going to come back the same thing.

Valentino Well, it maybe.

White Oh, it will.

Valentino I don't know how you know that but I mean my point is is that we need a recommendation that helps us understand to ensure that that's being addressed and at the same time that citizens are not compromised around them. Now, the citizens would lose right now if we voted because frankly this owner is compliant and he's met all the criteria. And I agree with the Planning Board on it but I don't think that we're there. I think we need to fix a conflict.

Dunaway (from the audience) I can address the issue of split zoning.

Robertson All right. Hold just one moment. Are you through, Kevin?

White Well, I was just going to say I got here in '04 at the tail end when JLUS was done and I cannot think of one time that this Board's approved any rezoning when the Navy's been against it. And I can tell you the Navy's not going to change their position on being against this rezoning.

Valentino Mr. Chairman, I don't know if it says that they're against it.

White It says therefore this request should be denied in their memo.

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- Valentino Due to their inconsistency and the land use. But there are two – but right above it, it says it cannot be functionally applied to the whole category. In the paragraph above. Which means they're confused too.
- Kerr Well, maybe I can grant a little clarification on that part of it. In the AIPD areas, you can up-zone to AMU-1 or AMU-2 in order to get a max density of three. It also allows you to do certain – also allows you to have certain commercial activities. However, AMU-1 is only applied to AIPD-1. AMU-2 is only allowed in AIPD-2. And I think that's where that's really what Mr. Stitt is referring to on those, in that particular letter. But that's the peculiarity, if you will, of the AIPD districts and the supporting zone.
- Robertson OK. Commissioner Val – I mean, Commissioner White, are you through?
- White For the moment.
- Robertson All right, Commissioner Robinson.
- Robinson I've got two questions and then I've just got a comment in general and to an extent – Mr. Dunaway I know you want to speak. Mr. Chairman is it OK if I ask Mr. Dunaway a question if he could explain the issue of the split zoning?
- Robertson Absolutely. Mr. Dunaway.
- Dunaway Thank you Mr. Robinson. The issue of split zoning is only raised because of the uniqueness of the JLUS and the overlays which were in effect on this parcel. If you had – if staff had the map that showed where the APZ-1 – right – here's the AID-1 and the AID-2 overlay. It happens to transect the property. The property looks like – sort of like the State of Texas if you see it there, so that property as a result of the Navy's overlay had the two different distinctions. One that in the red is in the APZ-1, and that is the AIPD-1, the other in the yellow is the AIP-2 (sic) because that's in the APZ-2. So the original application had a request to rezone all of the parcel to AMU-2 and if you'll look at the record and you'll look at the date of the Navy's memo, it's in December. This was before the Planning Board.. at the Planning Board, what resulted was essentially a compromise that was recommended actually by staff to keep that that was in the red (audio blip) as its RR zoning. What that does is it keeps particularly and you'll see how it comes up, you'll see all the property coming up there on North Loop Road. All of that will remain RR. So it remains what it is now and therefore only that which is in the AIPD-2 will be rezoned to AMU-2, which of course is the appropriate overlay

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which the Navy's study is what put in place. The Navy study talks about these overlays. I mean, your zoning is a result of that. So the AIPD-2 has certain restrictions, it's an overlay, the APZ-2 and the APZ-1's have overlay and there are protections. And if you'll look at the Navy's memo, at the end it says we would want you to apply these restrictions. Those are restrictions – a part of your code, so when the applicant has to go before the DRC process, all of those restrictions will have to be in place. Those are part of what is required by your code. That's not changed by what you're doing here. So as to the issue of split zoning, it is absolutely acknowledged that that's not something you typically do, but you don't typically have – these overlays were drawn based on the noise contours. That's how the APZ (Robinson interjected)

Robinson That was what my comment was earlier, Mr. Dunaway. I don't – I'm usually one of the ones that's adamant about split zoning, but this one you're caught in the middle because the Ordinance that lays on top of it, it forces you to have one or the other. You can't do this so I appreciate that. You answered my question.

Dunaway Thank you.

Robinson I did have a question for Lloyd. Why is it referenced in here that the two apartment units go onto Blue Angel Parkway, when I got a pretty good resolution map here that shows both of them going out to Loop road? So, I'm curious why that's being referenced in the data to the Board.

Kerr Let me take a look at it real quick. I don't have a good answer for you on that as to why they were (Robinson interjected).

Robinson Mr. Chairman, it seemed that Mr. Sauer is – indicates he can answer this question. Is it OK if I ask him to answer this question at the podium?

Robertson If you ask him, we sure can. Come up Mr. Sauer and answer the question if you will.

J. Sauer Thank you, Mr. Chair. The exits from the apartment complexes are to North Loop Road. But all of the people using those exits from the apartment complexes, 95% of them, go to the west and go straight onto Blue Angel Parkway. They do not impact the balance of North Loop Road. Now one of the things that was said that's in your transcript that may confuse you some, if you look at this drawing right here, this map right here, you'll see where the wetlands are. None of this development, this clustering, this gathering together of density, is going to come out onto South Loop Road. There's wetlands down there and

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the record before the Planning Board is also testimony that when Mr. Hinson's dad transferred the property that's now Blue Angel Parkway, there was an agreement that they cannot exit onto Blue Angel Parkway. There can be no other ingress and egress to Blue Angel Parkway. So anything that's done on this property is going to dump onto North Loop Road.

Robinson And I appreciate that, but – and you agree that at the most you're probably talking about a couple of hundred feet between the differences of where they'll ingress and egress. I mean, I can see the private dirt entrance coming in off of North Loop right there. I understand now what you're saying when it was referenced that they were all going onto Blue Angel I was confused, so thank you, that – the last issue I was going to say, Gene, I like your motion, I was hoping you would add, maybe amend it also when it goes back to just remind the Planning Board to input the information from the Navy 'cause I think my decision on this issue has more to do – I agree with Commissioner White in supporting the Navy. I'm not opposed to sending it back but clearly when I send it back to them I want to send it back to them with direct issues saying – more than what your motion said, a little bit more to influence that I want them to take into consideration what the Navy's saying and any decision they make needs to be thinking about this process. And maybe the Navy needs to better understanding as to what the difference that the split is created on this property. So that would be my only other comment on this, Mr. Chairman.

Robertson Commissioner Valentino.

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- Valentino Commissioner, I think maybe I can kill a few birds with one stone here by asking the County Attorney first. Alison, the decision about – for me – it's dawning on me that – well, let me say it differently. In the six criteria we have to judge, should the AIPD-1 and 2 be considered part of that decision-making process?
- Rogers Yes. They're part of your code and so they are therefore by necessity built into those six criteria. The criteria talk about is it consistent with the Comp Plan, is it consistent with the LDC, is it – and that sort of thing – so it's tied into that and so by necessity yes, you must consider them.
- Valentino Then my motion stands with the accommodation from Commissioner Robinson that it take into account that review of those two zones.
- Robertson That OK with your second, Commissioner Young?
- Young If that's going to make the difference in bringing it back, you know, with recognizing the – yes.
- Valentino I have one (Robinson interjected)
- Robinson The Navy needs to get clear.
- Valentino Yeah, that's my point. I want to make sure that if we're going forward here we're not in conflict there, but I also have a question on the facts Alison. I didn't see in the testimony anywhere in the factual evidence the fact that there was an agreement with the owner not to access or egress on Blue Angel. Is there (incomplete)
- Rogers I didn't see that either (Young interjected)
- Young But, we can't discuss that.
- Rogers No.
- Valentino Well, it was brought up at the microphone a minute ago.
- Rogers It may be worth asking the Planning Board to get into that so that you'll have that in front of you the next time.
- Valentino Well, you see the confusion.

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Rogers Yes, sir.

Valentino I mean (Robertson interjected)

Robertson I feel sure they'll bring all that out at the next (Valentino interjected).

Valentino That's where I'm going with this. I mean, if they can access and egress on Blue Angel and leave North Loop alone that may affect my thinking.

Robertson All right, before we vote, I got a speaker and Kevin White has the floor next.

White Gene, I'll go along with sending it back but if it comes back the Navy still objects I'm going to be moving to overturn this Planning Board (Valentino interjected)

Valentino Well, let's make sure they scrub it. I'd like to make sure they participate in it. Thank you.

White My commitment to the military's bigger than (incomplete)

Valentino That's correct. I agree.

Robertson We have a motion and a second. Mr. Roberts. John Roberts. You can come up with three minutes and then we'll vote.

Roberts John Roberts. To start with, the Planning Board does not give the people that come there for complaint or whatever, any ideas what kind of ammunition or whatever you need to have to protest something. All of us went into the Planning Board down there totally unaware of all the documentation that we needed to complain about someone asking for a rezone. So you guys in my opinion really ought to get with them and say "look when you send these little cards out you need to tell the residents what's going to be presented and if they have a complaint to, you know, bring ammunition" with you. All right, the second thing I asked at that Planning Board meeting for the person asking to have their property rezoned to split the property just like I had to do on a piece of property I have on Martha Avenue. I went and built a new home out there. I got a quarter million dollars invested now some guy couple of blocks away to build a bunch of other stuff. I got within 15 feet of a property line. I had to buy another lot over here, you know. But we all have rights, but there's also an awful lot of other people in here that have rights also. We ought to have a right to use our property

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the way we see better for us. But we moved there, my wife inherited that one place, and it's Rural Residential, it's wonderful, it's quiet. The two large apartment complexes there now, they're not a problem because a majority of the people do go out using Blue Angel. But this piece of property, it's going to be a different story. I asked the property owner why not go back and survey his property under two separate pieces.

- Rogers OK. Mr. Roberts, I'm sorry. If you can try to refrain your comments to – you really only had one topic that you talked about before the Planning Board and that's your new home and all of that. But anything where you want to quote someone else that you talked about, you didn't get into that before the Planning Board.
- Roberts I did.
- Rogers No, I've got the (Roberts interjected)
- Roberts I mean, it might not be on there but I did, you know, because I had to do the same thing.
- Rogers But a Court Reporter took this down, so (Roberts interjected)
- Roberts But anyway it makes it rough on people like me to come down here and feel like we're in the courtroom.
- Valentino Right. Well, this is a court (Roberts interjected)
- Roberts I know the lady over here's your attorney and she has to do this, but (Robertson interjected)
- Robertson Well, really, well see, ;this is really a quasi-judicial hearing and we have to conduct it like a court and it's unfortunate, but once we send it back you go back and say anything you want and you can come back down here and say it.
- Roberts Right. Another thing that nobody has brought up. 1980 when that T-2 bounced off of Old Gulf Beach Highway over there, it he'd went a quarter mile further, he'd a wiped out a whole bunch of people.
- Robertson We're going to have to stick to the subject. But go back to that next Planning Board meeting and then you can (incomplete)

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White Mr. Chairman, I call the question.

Robertson All right, let's vote please.

White Now that that was thoroughly beat to death.

Robertson It passed five to zero. OK, there it is. Unanimous. OK, thank you all very much.

Rogers Mr. Chairman, if I can just apologize. I know it seems strict, but there's a reason. Because if we don't protect the process, then it makes the decision vulnerable. If the decision's vulnerable, then one or the other side may end up very unhappy. And I apologize if it seems harsh.

Robertson We've learned to obey our attorney. We've gotten in trouble before.

Planning Board-Rezoning

5. A.

Meeting Date: 03/12/2012

CASE : Z-2012-01

APPLICANT: Jesse W. Rigby, Agent for
James Hinson, Jr.

ADDRESS: 9869 N Loop Rd

PROPERTY REFERENCE NO.: 13-3S-31-7101-000-001;
14-3S-31-2101-000-000

FUTURE LAND USE: MU-S, Mixed Use Suburban

COMMISSIONER DISTRICT: 2

OVERLAY AREA: AIPD-1, APZ-1 & AIPD-2

BCC MEETING DATE: 03/01/2012

Information

SUBMISSION DATA:

REQUESTED REZONING:

FROM: RR, Rural Residential District, (cumulative) Low Density

TO: AMU-2, Airfield Mixed Use-2 District (cumulative to AMU-1 only)

RELEVANT AUTHORITY:

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

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

FLU 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.

FLU 4.1.2 Airfield Influence Planning Districts. Escambia County shall provide for Airfield Influence Planning Districts (AIPDs) as a means of addressing encroachment, creating a buffer to lessen impacts from and to property owners, and protecting the health, safety and welfare of citizens living in close proximity to military airfields. The overlay districts shall require density and land use limitations, avigation easements, building sound attenuation, real estate disclosures,

and Navy (including other military branches where appropriate) review of proposed development based on proximity to Clear Zones, Accident Potential Zones (APZs), aircraft noise contours, and other characteristics of the respective airfields. The districts and the recommended conditions for each are as follows:

A. Airfield Influence Planning District-1 (AIPD-1): Includes the current Clear Zones, Accident Potential Zones and noise contours of 65 Ldn and higher, (where appropriate) as well as other areas near and in some cases abutting the airfield.

1. Density restrictions and land use regulations to maintain compatibility with airfield operations; and
2. Mandatory referral of all development applications to local Navy officials for review and comment within ten working days; and
3. Required dedication of avigation easements to the county for subdivision approval and building permit issuance; and
4. Required sound attenuation of buildings with the level of sound protection based on noise exposure; and
5. Required disclosure for real estate transfers.

B. Airfield Influence Planning District-2 (AIPD-2): Includes land that is outside of the AIPD -1 but close enough to the airfield that it may affect, or be affected by, airfield operations.

1. Mandatory referral of all development applications to local Navy officials for review and comment within ten working days; and
2. Required dedication of avigation easements to the county for subdivision approval and building permit issuance; and
3. Required sound attenuation of buildings with the level of sound protection based on noise exposure; and
4. Required disclosure for real estate transfers; and
5. No County support of property rezonings that result in increased residential densities in excess of JLUS recommendations.

The three installations in Escambia County - Naval Air Station Pensacola (NASP), Navy Outlying Field (NOLF) Saufley and NOLF Site 8, are each utilized differently. Therefore, the size and designations of the AIPD Overlays vary according to the mission of that particular installation. The Escambia County Land Development Code details and implements the recommendations. The AIPD Overlays Map is attached herein.

MOB 4.2.7 Compliance Monitoring. Escambia County shall monitor development in the AIPDs for compliance with the JLUS recommendations and AICUZ study requirements. Rezoning to a higher density will be discouraged. The compatibility requirements will be revised as the mission of the military facility changes or removed if the facility closes.

FINDINGS

The proposed amendment to AMU-2 is consistent with the intent and purpose of Future Land Use category MU-S as stated in CPP FLU 1.3.1. The current Future Land Use category of MU-S allows for a mix of residential and nonresidential uses while promoting compatible infill development.

CPP FLU 4.1.2 states the Airfield Influence Planning Districts (AIPD) require density and land use limitations, avigation easements, building sound attenuation, real estate disclosures, and Navy review and comment of proposed development and no County support of property rezonings that result in increased residential densities in excess of JLUS recommendations. The

AIPD-2 portion is outside the AIPD-1 but close enough to the airfield that it may affect or be affected by airfield operations.

The County will monitor development in the AIPD areas for compliance with the JLUS recommendations and rezoning to a higher density will be discouraged as per the Comprehensive Plan MOB 4.2.7.

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.

6.05.02. RR Rural Residential District (cumulative), low density.

This district is intended to be a single-family residential area of low density in a semi-rural or rural environment. This district is intended to provide a transition from urban to rural densities and agricultural uses. The maximum density is two dwelling units per acre. Refer to article 11 for uses, heights and densities allowed in RR - rural residential areas located in the Airport/Airfield Environs.

6.05.04. AMU-2 Airfield Mixed Use-2 District (cumulative to AMU-1 only).

A. Intent and purpose of district. The airfield mixed use-2 district allows a combination of certain commercial uses and residential development within the airfield influence planning district-2 (AIPD-2). The intent and purpose of the AMU-2 district is two-fold: 1) to allow property owners with zoning that allows less density to up-zone to the three d.u./acre limit and 2) to give property owners a commercial-use option without the high cumulative residential density in the existing commercial districts. While the intent is for this zoning district to apply primarily to the AIPD-2 overlay areas, it can also be utilized in other unincorporated areas of Escambia County in which it is compatible with the future land use category, except AIPD-1. Density in the AMU-2 zoning district is limited to three dwelling units per acre.

All commercial development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies 7.A.4.13 and 8.A.1.13) and in article 7.

B. Permitted uses.

1. All uses permitted in AMU-1.
2. Two-family or three-family structures, providing the overall density of three d.u./acre is not exceeded.
3. Medical and dental clinics, including those permitted in AMU-1.
4. Other professional offices of similar type and character as those listed in the previous district.
5. Neighborhood retail sales and services in addition to those listed in previous district.
 - a. Health clubs, spa and exercise centers.
 - b. Studios for the arts.
 - c. Martial arts studios.
 - d. Other retail/service uses of similar type and character of those listed herein.
6. Laundromats and dry cleaners.
7. Restaurants.
8. Recreational activities, including golf courses, riding stables, water recreation, parks and other cultural, entertainment and recreation.
9. Places of worship and educational facilities/institutions.
10. Child care centers.
11. Mini-warehouses, including RV and boat storage, with adequate buffering from residential uses (see buffering requirements below). No ancillary truck rental service or facility allowed without conditional use approval.
12. Automobile service stations (no outside storage, minor repair only).

13. Appliance repair shops (no outside storage or work permitted).
14. Public utility and service structures.
15. Family day care homes and family foster homes.

7.20.05. Retail commercial locational criteria (AMU-2, C-1, VM-2).

A. Retail commercial land uses shall be located at collector/arterial or arterial/arterial intersections or along an arterial or collector roadway within one-quarter mile of the intersection.

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

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

C. They may be located along an arterial or collector roadway more than one-half mile from a collector/arterial or arterial/arterial intersection without meeting the above additional requirements when one or more of the following conditions exists:

1. The property is located within one-quarter mile of a traffic generator or collector, such as commercial airports, medium to high density apartments, military installations, colleges and universities, hospitals/clinics, or other similar uses generating more than 600 daily trips; or
2. The property is located in areas where existing commercial or other intensive development is established and the proposed development would constitute infill development. The intensity of the use must be of a comparable intensity of the zoning and development on the surrounding parcels and must promote compact development and not promote ribbon or strip commercial development.

2.08.02.D.7.b Quasi-judicial rezonings Upon the applicant proving the proposed rezoning complies with these criteria, the planning board shall recommend approval of the rezoning request to the board of county commissioners unless the planning board determines that there is substantial, competent evidence that maintaining the current zoning designation accomplishes a legitimate public purpose. For purposes of this section, a legitimate public purpose shall include but not be limited to preventing the following or as may be determined by law from time to time:

b. The proposed rezoning will constitute "spot Zoning" that is 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.

3.02.00 Definitions-"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

Per LDC 11.02.01.B.4, for parcels split by AIPD boundaries, only that portion of a parcel that falls within the AIPD is subject to the conditions of the AIPD. The proposed rezoning request from RR to AMU-2 is consistent only with the portion of the parcel that is within the AIPD-2 overlay. According to the intent and purpose of the AMU-2 zoning designation (LDC 6.05.04.A) that portion of the parcel within the AIPD-1 cannot be rezoned to AMU-2. Per LDC regulations the parcel could be rezoned to an AMU designation; the western portion in AIPD-2 to AMU-2 and the eastern portion in AIPD-1 to AMU-1. Although this would create a split zone parcel, the protections for the surrounding areas would be met as per Chapter 11.

In addition to the findings stated above, the proposed rezoning request must comply with the locational criteria regulations as described in Criterion 1 for the broad range of commercial and industrial uses within the proposed zoning category of AMU-2. They may meet locational criteria as stated in LDC 7.20.05.C.1. The parcel is located within one quarter-mile from a traffic generator such as medium to high density apartments, generating more than 600 daily trips.

While the proposed zoning category would be isolated, the uses and densities of the zoning designation are compatible with the existing surrounding zoning categories.

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 RR, R-6, and C-1. One commercial, one mobile home park, two mobile homes, 26 single family residential, two apartment complexes and seven vacant parcels.

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 within the 500' radius of the subject parcel. As a rule, this measurement is used to review the rezoning request but it does not preclude looking beyond the 500' to see that the area to the North has been developed with a mix of residential and commercial uses.

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

As stated in the Comprehensive Plan Policy CON 1.1.2 the County 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. AMU-2 allows for clustering, planned unit developments and density transfers to avoid impacts to wetlands and more restrictive AIPD areas. Within the total 43.4 (+/-) acre site, the County Soil Survey shows approximately 29.1 (+/-) acres of hydric soils. The applicant provided a boundary survey depicting the wetland areas and during the site plan review process a current wetland survey may be required to determine if there would be any significant adverse impact on the natural environment.

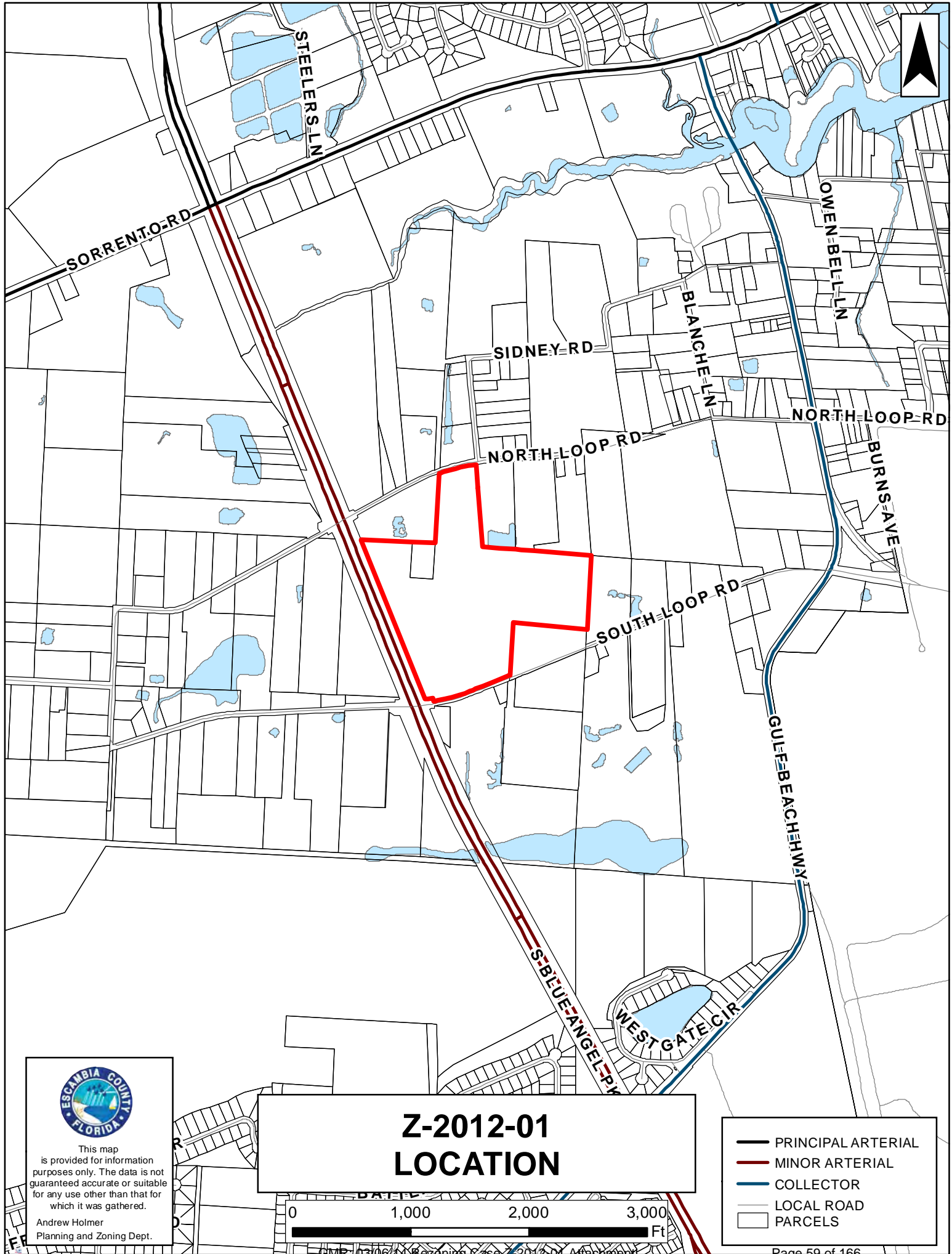
CRITERION (6)

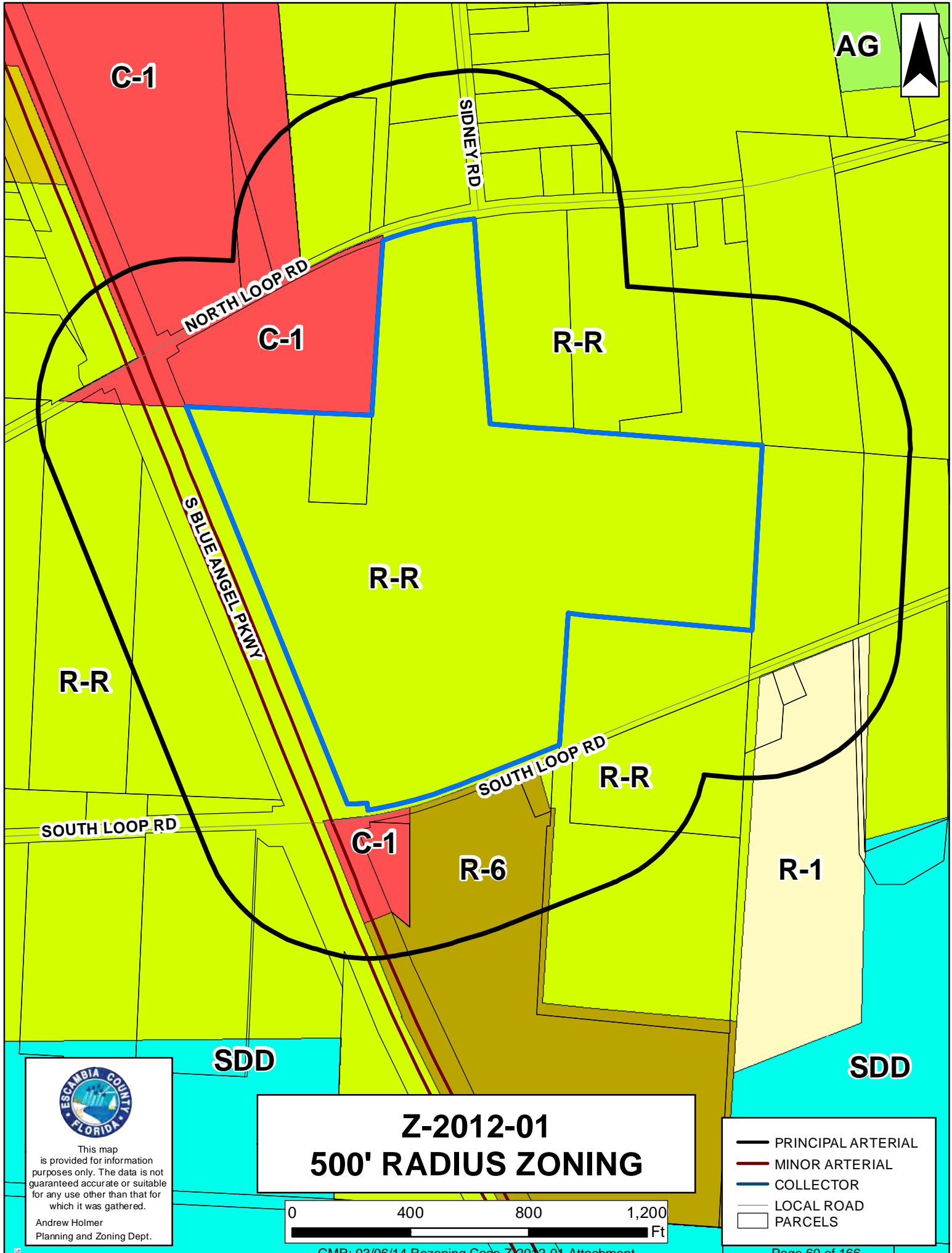
Development patterns.

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 parcels adjacent to and in close proximity are existing residential uses; therefore, rezoning the portion in AIPD-2 to AMU-2 and the AIPD-1 to remain RR, the allowable permitted uses would be in line with the existing development pattern.







MU-S

MU-S

MU-S

MU-S

MU-S

SIDNEY RD

NORTH LOOP RD

C

S BLUE ANGEL PKWY

SOUTH LOOP RD

SOUTH LOOP RD

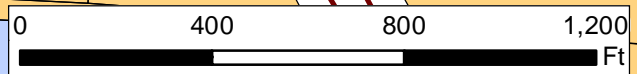


This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

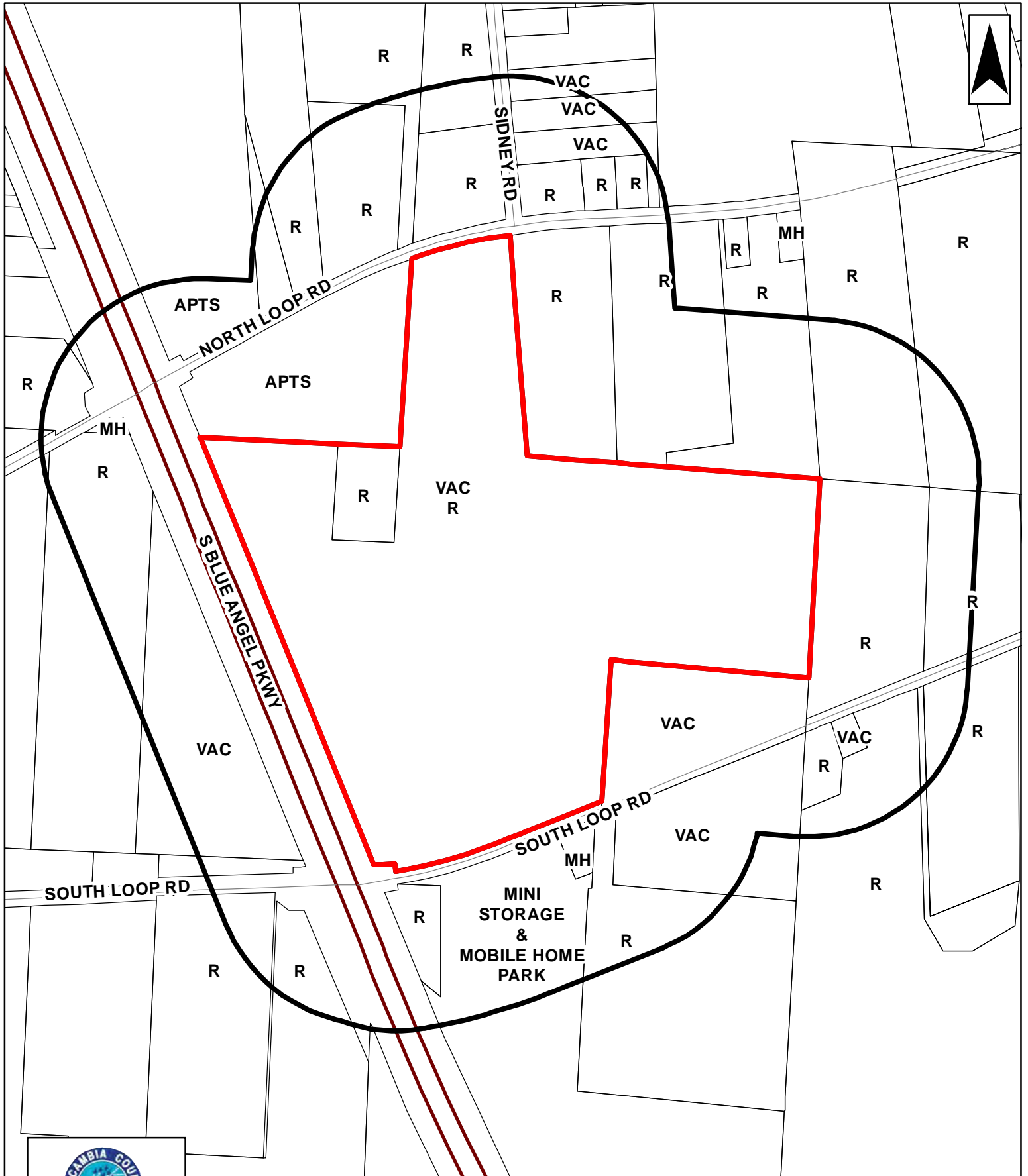
Andrew Holmer
Planning and Zoning Dept.

CON

Z-2012-01 FUTURE LAND USE MAP



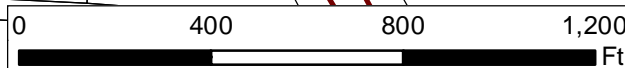
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- PARCELS



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-2012-01 EXISTING LAND USE MAP



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



AIPD 2

**AIPD 1
(APZ 1)**

**AIPD 1
(APZ 1)**

AIPD 2

SIDNEY RD

NORTH LOOP RD

S BLUE ANGEL PKWY

SOUTH LOOP RD

SOUTH LOOP RD



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

Andrew Holmer
Planning and Zoning Dept.

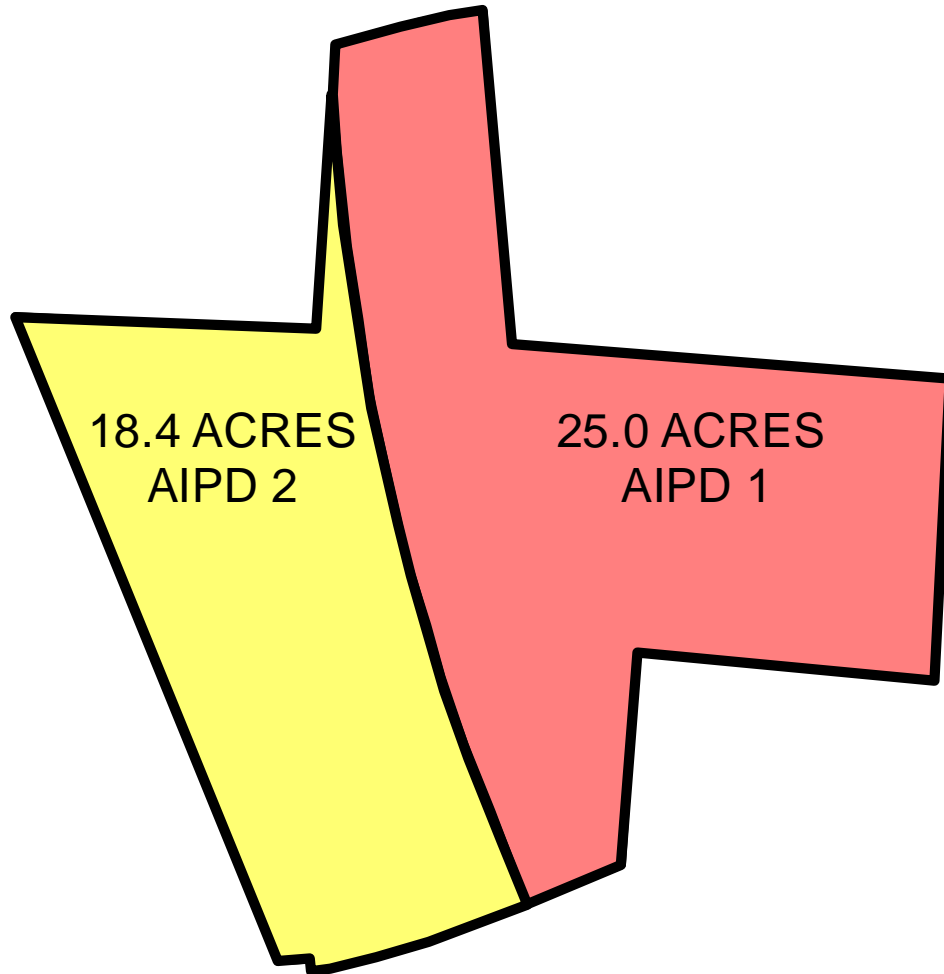
Z-2012-01 AIPD MAP

0 400 800 1,200
Ft

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- PARCELS
- AIPD 1
- AIPD 2



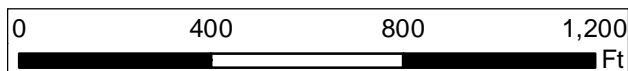
TOTAL = 43.4 ACRES

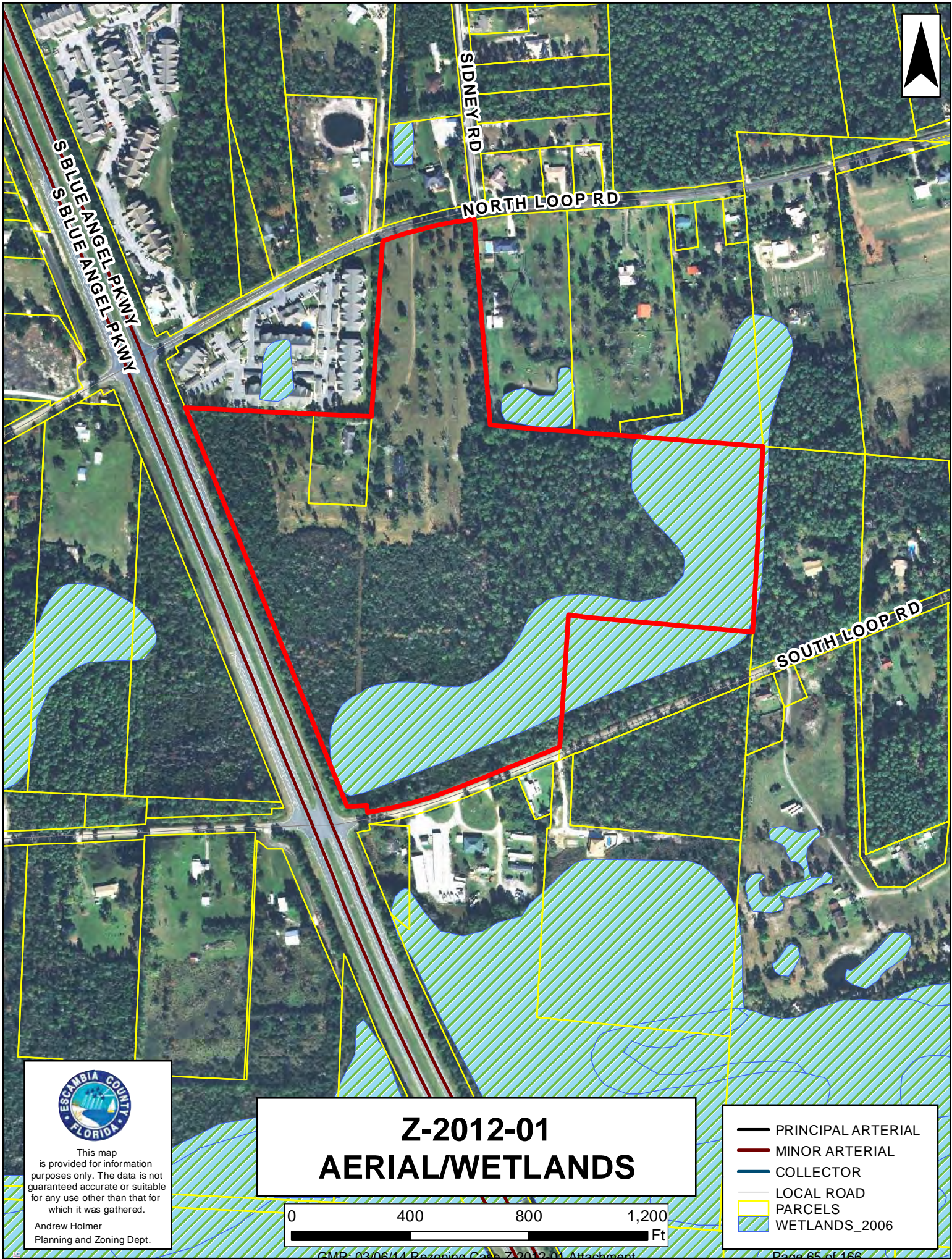


This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2012-01 AIPD'S & ACREAGE





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-2012-01 AERIAL/WETLANDS

0 400 800 1,200
Ft

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- PARCELS
- WETLANDS_2006



NOTICE OF PUBLIC HEARING REZONING

CASE NO.:

Z-2012-01

CURRENT
ZONING:

RR

PROPOSED

ZONING: AMU-2

REZONING HEARING EXAMINER

DATE: 03/12/12 TIME: 8:30 AM
OVERFLOW. TIME:

LOCATION OF HEARING

3363 West Park Place

3RD FLOOR

Room 104

ROOM

BOARD OF COUNTY COMMISSIONERS

DATE: 04/05/12 TIME: 5:45 PM

LOCATION OF HEARING

ESCAMBIA COUNTY COURTHOUSE
221 PALAFOX PLACE
1ST FLOOR BCC CHAMBERS

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL
THE PLANNING AND ENGINEERING DEPARTMENT 595-3475
OR VISIT
WWW.MYESCAMBIA.COM

PLEASE DO NOT REMOVE THIS SIGN
PROPERTY OF ESCAMBIA COUNTY



Looking South onto subject property



Looking North from the subject property



Looking West from Subject property



Looking East from Subject Property

Memorandum

To: Mr. Wayne Briske, Chairman

Escambia County Planning Board

From: Mr. Bruce Stitt

Community Planning Liaison Officer

Naval Air Station Pensacola

Date: 09MAR12

RE: North Loop Road property rezoning request

The Mission statement for NAS Pensacola is to fully support the operational and training missions of tenants assigned; enhancing the readiness of the U.S. Navy, its sister armed services and other customers. Those tenants include Training Wings whose main focus is to train aviators and navigators. The establishment and continuation of Compatible land uses near the airfields was the focus of the 2003 Escambia County Joint Land Use Study and is the basis for the 2009 Interlocal Agreement entered into by the County and NAS Pensacola.

NAS Pensacola Command employees approximately 4,029 civilians and about 17,000+ sailors, marines and airmen resulting in total annual salary of \$1,178,256,314. This figure does not include construction awards nor Museum, Cemetery, Historic Fort Barrancas, Lighthouse or National Flight Academy related spending, but rather reflects only our mission related financial impacts to Escambia County and the region.

Local contracts and Government Purchase Card dollars totaled \$103,188,050 in 2010 and employed an additional 1,886 people. The combined total of the salaries and local contracts and purchases for 2010 is \$1,281,544,264.

The Navy opposes the request to rezone the North Loop Road property based on the following:

- 1) Incompatibility of increased densities (RR allows for 2 d.u. per acre vice AMU 2 allowing for 3 d.u. per acre).
- 2) Incompatibility based on the allowable development sought by the applicant within the AIPD 2.

While the AMU 2 category was intended to allow a property owner to up-zone to 3 dwelling units per acre and allow for a commercial use option, it does not necessarily mean that the allowed uses will be compatible within the Airfield operations. Allowable commercial uses

within the AMU-2 category have many uses including restaurants, offices, places of worship, family day cares and foster homes.

If the existing land use of RR were to remain, it should still provide the property owner a variety of allowable uses and development choices, including the 17 unit subdivision which has already received preliminary development review approval.

There are six criteria used for determining whether a rezoning request can be approved and the burden of proof for meeting the criteria rests on the applicant. Of these six criteria, there are no criteria based on providing for or ensuring the economic viability of an applicant's property. Criteria "C", "*Compatibility with surrounding uses*" states that:

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

In this case, one of the major existing uses in the area is the end of the runway of NAS Pensacola. Air Operations from NAS Pensacola have been occurring for decades and although some intense residential uses have been allowed to be placed near the subject property, allowing increased development will only raise the risk factors and the chance of an accident, potentially resulting in the loss of life and property.

Florida State Statute Section 163.3175(1) states that "The legislature finds that incompatible development of land close to military installations can adversely affect the ability of such an installation to carry out its mission. The Legislature further finds that such development also threatens the public safety because of the possibility of accidents occurring within the areas surrounding a military installation. Therefore, the Legislature finds it desirable for the local governments in the state to cooperate with military installations to encourage compatible land use, help prevent incompatible encroachment, and facilitate the continued presence of major military installations in this state. "

The statute then goes on to list NAS Pensacola as one of the 13 Major Installations. (F.S. Section 163.3175(2) (j))

Article 11 of the Land Development Code, Section 11.00.00 *Findings*, States the following regarding the character of the operations of an airfield:

(Par 2) "There exist airports and airfields within Escambia County and proximate to Escambia County that are vitally important to the county, but whose operations are potentially harmful to the health, safety and general welfare of the citizens of Escambia County;"

(Par 4) "Airports/airfields produce noise that is not compatible with residential uses and certain commercial and industrial uses;"

(Par5) "Obstructions reduce the size of the area available for the landing, taking off and maneuvering of aircraft, thus tending to destroy or impair the utility of the airports/airfields and the public investment therein;"

(Par7) "Airport/airfield hazards should be prevented in the interest of the long-term viability of airports/airfields with the county and the public health, safety and general welfare."

An increase of density and the allowance of incompatible uses in this location through the act of rezoning could lead to the need to change flight patterns (maneuvering of aircraft) and thus impair the utility of the airfield.

Further, Article 11, Section 11.00.01, states the following:

"That the creation or establishment of incompatible land uses around airports and/or airfields is a nuisance and injurious to the region served by the Pensacola Regional Airport, Ferguson and Coastal airports and NSA Pensacola, NOLF Saufley and NOLF Site 8 Airfields and the navy Hospital heliport. "

The Interlocal agreement between the Escambia County and NAS Pensacola states that:

"Whereas, the parties to this Agreement recognize the following potential benefits of coordinating their comprehensive land use and Military Installation planning programs as each may affect the area adjacent to or in the vicinity of the Military Installations:

- (1) Avoiding or reducing threats to public safety;
- (2) Promoting land uses that are compatible with the Military Installation activities and beneficial to the County.;"

As evidenced by the Interlocal Agreement, the parties to the agreement realize that there is an inherent risk to airport and airfield operations and therefore incompatible land uses proximate them should be avoided to reduce threats to public safety.

In conclusion, rezoning would pave the way for incompatible land uses with the existing nearby uses, thus raising the risk factors for the chance of an accident, potentially resulting in the loss of life and property.

Response Memo concerning the Rezoning request case number Z-2012-01

To: The Escambia County Planning and Zoning Board

From: Mr. Bruce Stitt, Community Planning Liaison Officer, Naval Air Station Pensacola

Date: December 29, 2011

In regards to the Rezoning application referenced above, NAS Pensacola has the following concerns:

The County Code discourages the Split Zoning of a property but the subject property is split in two nearly equal halves by two different AIPDs. It is also true that any Rezoning granted for this property would apply to the entire property as it has not been requested that two different zonings be applied to the property. However, Article 6-Zoning Districts- A., *Intent and purpose of district*, states that: *"While the intent is for this zoning district (AMU2) to apply primarily to the AIPD-2 overlay areas, it can also be utilized in other unincorporated areas of Escambia County in which it is compatible with the future land use category, except AIPD-1."*

While the AIPD regulations only apply to the portions of the property which they overlay, it would appear that the Rezoning will apply to the whole of the property since there is no existing mechanism to accomplish Split Zoning. However, it cannot functionally be applied to the whole of the property since there is an existing exclusion for the requested zoning category to be utilized in the AIPD-1.

Therefore this request should be denied due to the resulting internal inconsistency with the Land Development Regulations for Escambia County that approving it would create.

Since the property is split by the AIPD designations any resulting construction would be more compatible if the more stringent density and use standards of the AIPD 1/ APZ-1 be applied to any Rezoning designation for this property so as to be more consistent with the apparent intent and purpose of the district. However, there doesn't seem to be any existing mechanism within the LDC to accommodate that type of interpretation of the application of regulations to the overlay designations.

County records show that three years after the JLUS, a Preliminary Plat Development Order was given for the 15 unit single-family Carswell subdivision on the 43.9 acres in August of 2006. However a final plat was never submitted. This application was approved under the RR designation.

Since the 2003 Joint Land Use Study, it was determined that development in areas designated within the AIPDs should be regulated to assist in directing the type and density of growth and development into areas compatible with the aircraft flight training paths coming in and out of the Military air bases in Escambia County. Further, it was determined that there were more

critical areas where the location of residences or the congregation of people should either be discouraged or entirely prohibited.

Properties within Clear Zones are not to have any population located within them since the statistics for aircraft mishaps are very high within this area. The next severe area for mishaps is the Accident Potential Zone 1 (APZ1). Although the lines on the map are based on noise contours and flight patterns, those lines on the paper do not stop a plane from going beyond them. They are literally guidelines to assist the Planning Board in making informed decisions which will have the best potential to keep citizens out of harms way should a training mission go wrong, a mechanical error or even a bird strike occur.

The recently submitted 2010 Air Installation Compatibility Use Zone (AICUZ) study indicates that Multi-Family, Residential (apartment & transient lodging), Single Family nor Public Assembly are compatible uses within the 65-70 db noise ranges (Table 6.1). All of these types of uses are permitted in the AMU2 category. The 65-70 db is the range which the APZ-1 overlaying this subject parcel lies within. The measurements for the impacts of the decibel levels are based on typical weather and other atmospheric conditions based on a day/night average. Lower cloud levels and night time operations can alter the actual reach of the noise levels either amplifying or redirecting the sound. The results could be that the impacts of the greater noise levels could shift outside of the AIPD1/APZ-1 and over into the AIPD 2 area.

So while the application for the Rezoning of this property is permitted by the LDC, the potential types of uses allowed by the AMU categories may not be compatible with the flying of jets and other aircraft.

It is recommended that this Rezoning request be denied and that the Planning Board hold a workshop as soon as possible to address the issues regarding these types of parcels split by AIPD designations in better detail and then implement the resulting text changes through the required public process.

Additional Recommendations:

Should the rezoning request somehow be granted and sent on to the BOCC, it is requested that at a minimum, the following and all other applicable regulations and LDC elements be followed and enforced.

- 1) Avigation Easement. Section 11.02.01 B1 requires that the land owner provide a dedication of an Avigation easement to the county to be recorded with the deed to the land and run in perpetuity with the land.
- 2) Noise Reduction. Section 11.02.01 B2a (1) Noise Zone 1, cites that the standards for the noise reduction of 25db to be achieved for residential construction.
- 3) Real estate disclosure form. Section 11.02.01 B3 requires that all real estate transactions with an AIPD shall include a form disclosing the proximity of the site to the

military airfield. The form shall be affixed to all listing agreements, sales and rental contracts, subdivision plats, and marketing materials provided to prospective buyers and lessees.

- 4) Prohibited concentrations of population. Enforcement of concentrations of populations as delineated in Section 11.02.02 A1 of the LDC.
- 5) Density Limitations in AIPD1. Section 11.02.02 D requires the application of absolute density limits where applicable and lot size inverse ratio to maximum density in Area "B".
- 6) Density and Rezoning in AIPD 2. Section 11.02.03 states that clustering is allowed as well as density transfers, but there is not a mechanism in place for such transfers as of now. Rezoning is allowed but only to a zoning district which allows three d.u. per acre or less as well as an alternative mixed-use zoning which allows the same density of three d.u. per acre such as AMU-1, AMU-2 or V-2A.

Allyson Cain

From: Jesse Rigby [jrigby@cphlaw.com]
Sent: Friday, February 10, 2012 10:58 AM
To: heidi.taylor
Cc: Allyson Cain; Jim1213@aol.com; tommy_brown@co.escambia.fl.us; Hamlin, Jamie; Jeanneret, Justin; Townsend, Maria; Wilks, David
Subject: RE: Access to Blue Angel Parkway for Properties South of Sorrento Road

Ms. Taylor:

I appreciate your prompt response to my earlier email. I appreciate you sending me a copy of the deed of conveyance arising out of the state condemnation process that acquired ROW for the widening of Blue Angel Parkway in the 1970s. I also appreciate you sending me the ROW map.

Unfortunately, while the ROW map may be understood by civil engineers and traffic management professionals, it is not of much help to most of the rest of us. I have examined the map and I cannot find any information that explains why the state would condemn access rights during the eminent domain process. I believe that action to acquire ROW rights can be described as somewhat rare outside of either acquisition of ROW for interstate or other major limited access highways. My experience with eminent domain cases is that the state does not want to pay for any property right that it does not need, or is not required to obtain. I also know that the property owner has little or no control over what type of property rights the state acquires, so long as the condemnation accomplishes a public purpose. The only issue that the property owner can contest in most eminent domain actions is the amount of money the state is required to pay for the property rights it condemns. Therefore, to the casual reader, the deed of conveyance from Ms. Hinson to the state is likely to be misunderstood. It appears that Ms. Hinson voluntarily conveyed access rights to Blue Angel, but you and I know that would be an erroneous conclusion.

What I need from FDOT is a clear written statement that will be understood easily by a non-professional (not an engineer, traffic management professional, or eminent domain lawyer). The explanation needs to state that the Hinsons conveyed access rights to the state, but that the conveyance was demanded by the state during the condemnation (eminent domain) proceeding, and that the Hinsons had NO choice about whether access rights to Blue Angel would be deeded to the state.

Second, I know that demanding the conveyance of access rights was not something that the state chose to do without being either compelled to do so by some other state or federal agency. My understanding is that the condemnation of access rights was acquired either by NAS Pensacola, or some other federal agency acting of behalf of NAS Pensacola.

Just to be sure there is no misunderstanding of my intent, my client and I understand that the property owner (Knowhow Group USA, Inc.) does NOT have a right to access Blue Angel Parkway, and that the only access from its property to a public road is to either North Loop Road or South Loop Road. My client is not trying to overturn the deed of conveyance of access rights by the Hinsons to the state. But what my client and I have to answer is a question from members of the Escambia County Commission as to whether there will be any new direct access to Blue Angel Parkway by properties that abut any portion of Blue Angel south of Sorrento Road and north of the back gate of NAS Pensacola.

Thank you very much for your attention to this request.

Jesse W. Rigby

Clark Partington Hart
Larry Bond & Stackhouse
125 W. Romana St., Ste. 800
Pensacola, FL 32502
jrigby@cphlaw.com
850.434.3282 (direct)

From: Taylor, Heidi [mailto:Heidi.Taylor@dot.state.fl.us]
Sent: Thursday, February 09, 2012 4:34 PM
To: Jesse Rigby
Cc: Allyson_Cain@co.escambia.fl.us; jim1213@aol.com; tommy_brown@co.escambia.fl.us; Hamlin, Jamie; Jeanneret, Justin; Townsend, Maria; Wilks, David
Subject: Access to Blue Angel Parkway for Properties South of Sorrento Road

Good afternoon Mr. Rigby,

Attached is a copy of the Document of Conveyance and State right-of-way map of the area described below. I'm hoping this will suffice as proof from the Department that no additional access connections are permissible from properties along Blue Angel Parkway (State Road 173) south of Sorrento Road to NAS back gate. Let me know if I can assist you with additional information.

Thank you and I look forward to working with you in the future,

Heidi S. Taylor
Permits Manager
6025 Old Bagdad Highway
Milton, FL 32583
850-981-2737 desk
850-981-2719 fax



heidi.taylor@dot.state.fl.us

From: Jesse Rigby [mailto:jrigby@cphlaw.com]
Sent: Wednesday, February 08, 2012 5:13 PM
To: Taylor, Heidi
Cc: Allyson Cain; Stephen G. West; jim1213@aol.com
Subject: Access to Blue Angel Parkway for Properties South of Sorrento Road

Dear Ms. Taylor,

Thank you for spending the time to talk with me this afternoon.

I represent Knowhow Group USA, Inc., and Mr. James Hinson, who is an officer/director/shareholder of the corporation. When Blue Angel was widened and connected to the NAS back gate, my clients' parents (now deceased) owned the property. I have attached documents that show the property of my client. The property record information from the property appraiser lists the property reference number. The property appraiser map shows the relationship of the property to Blue Angel, North Loop Road, and South Loop Road; however the triangle shaped property to the west of Blue Angel is not part of the pending rezoning application. The aerial map is helpful because it shows the property in relationship to the three roads.

I am requesting a letter from you, on FDOT letterhead, to confirm that if my client were to request a curb cut from Blue Angel into the Knowhow Group USA property, the permit application would be denied. I request that the letter state the reason why the request would be denied.

I made the verbal representation on behalf of my client to the county planning board at a rezoning hearing that our understanding is that the FDOT would deny a request for a curb cut from Blue Angel because of an agreement between the U. S. Navy and FDOT at the time the land was acquired by eminent domain to widen Blue Angel from the back gate of NAS to the vicinity of Sorrento Road. I made the representation that the agreement would prevent any new curb cut for a property owner to access Blue Angel for all property from Sorrento Road south to the NAS back gate. Our conversation today confirmed that the "hearsay" information I had was correct.

I understood you to say today that the state purchased the access rights from property owners during the eminent domain process when the state acquired land to widen Blue Angel. I have no objection if your letter includes this information. The facts are the facts.

Earlier this month, the Escambia County Commission remanded the rezoning application to the County Planning Board for consideration of three issues. One issue was to allow the Planning Board to receive factual information as to whether a request by Knowhow Group USA for a curb cut to access Blue Angel directly would be denied by FDOT, and the reason for the denial.

The Planning Board hearing will be in early March. Therefore, it would be very helpful if the letter is provided to me by February 17, but in any event before the end of February.

The letter can be addressed to my attention at the below listed address, or if you desire the letter can be addressed to:

Escambia County Planning Board
3363 West Park Place
Pensacola, FL 32505
ATTN: Ms. Allyson Cain, Planning Board Coordinator

If you send the letter to Ms. Cain, please send a copy to me.

Thank you again for your attention to this request.

Jesse W. Rigby
Clark Partington Hart
Larry Bond & Stackhouse
125 W. Romana St., Ste. 800
Pensacola, FL 32502
jrigby@cphlaw.com
850.434.3282 (direct)

CLARK PARTINGTON HART LARRY BOND & STACKHOUSE

ATTORNEYS AT LAW

Pensacola • Destin • Tallahassee

Jesse W. Rigby
Direct (850) 434-3282
jrigby@cphlaw.com

November 30, 2011

Chairman
Escambia County Planning Board
3363 West Park Place
Pensacola, Florida 32505
ATTN: Alyson Cain, Planning Board Coordinator

**Re: Requests of Knowhow Group USA, Inc. and James C. Hinson, Jr.,
for rezoning of property**

Dear Mr. Briske and Planning Board Members:

I represent James C. Hinson, Jr. and Knowhow Group USA, Inc. ("Applicants") with respect to this request to rezone land from rural residential (R-R) to AMU-2. The properties are identified on the applications filed on behalf of the Applicants, and consist of a parcel of 40 plus acres owned by Knowhow Group USA, Inc. and a smaller adjacent parcel of about 1.3 acres owned by Mr. Hinson. The properties are located adjacent to and east of Blue Angel Parkway, and are located between North Loop Road and South Loop Road.

Other relevant factors are that the properties are in the AIPD-2 overlay district. Mr. Hinson's smaller parcel is in the APZ-2 overlay area (within AIPD-2) and the larger parcel owned by Knowhow Group USA is split between the APZ-2 overlay in the western portion of the property and the APZ-1 overlay in the eastern portion of the property. Within AIPD-2, the APZ-1 overlay restricts residential development to one dwelling unit per 2.5 acres, with a minimum lot size of 2.5 acres. The APZ-2 overlay allows residential density of three dwelling units per acre, with no minimum lot size.

Exhibit "A" attached to this letters depicts the information described in the previous paragraphs.

It is important to note that AIPD-2, APZ-1 and APZ-2 are NOT zoning districts. Each parcel of land within these overlays carries a separate zoning district classification, and carries the development density associated with the zoning district. At the present time, this zoning district is rural residential for the Applicants' property, which restricts use of the property to two units per acre, with a minimum lot size of one-half acre.

125 West Romana Street • Suite 800 • Pensacola, Florida 32502
P.O. Box 13010 • Pensacola, Florida 32591-3010
Phone (850) 434-9200 • Fax (850) 432-7340
www.cphlaw.com

The property at issue is in the mixed use-suburban (MU-S) future land use category.

With the above background information set out, I will address the six criteria at issue for a rezoning application.

Consistency with the Comprehensive Plan

The proposed amendment to AMU-2 is consistent with the Comprehensive Plan. The MU-S future land use category is designed to accommodate a mix of residential and non-residential uses. For residential uses, the minimum density required by the Comprehensive Plan is two dwelling units per acre, and the maximum density is ten dwelling units per acre. Zoning district AMU-2, at three dwelling units per acre, falls within the allowed range. For non-residential development, the maximum intensity floor area ratio is 1.0. Compliance with this requirement would be addressed at the time of submission of a request for a development order that includes a commercial use.

Consistency with this Code

The proposed amendment to AMU-2 is NOT in conflict with any portion of the LDC, and is consistent with the stated purpose and intent of the LDC.

Section 11.02.03, LDC, provides that density within the AIPD-2 overlay is controlled by the underlying zoning category. Density limits in AIPD-2 are not absolute, meaning clustering, planned unit development and density transfers are permitted. The only additional regulations regarding density are the following:

Rezoning is allowed only to a zoning district that allows three d.u./acre or less. An alternatively mixed-use zoning category that allows commercial uses and limits density to three d.u./acre is offered in place of the current high density commercial zoning districts. (See article 6, zoning districts – AMU-1 and AMU-2.) Properties that currently have density of less than three d.u./acre can apply for an up-zoning to AMU-1, AMU-2 or V-2A, which have a maximum density of three d.u./acre.

Accordingly, not only is AMU-2 consistent with the LDC; it is also one of the three desired/recommended zoning districts for the AIPD-2 overlay.

Compatibility with surrounding uses

A significant portion of the Knowhow Group USA parcel consists of regulated wetlands. The historical development that surrounds the property to the northeast, east, and south is sparsely developed residential. The western portion of the property is bounded by Blue Angel Parkway, with essentially no development immediately to

the west of Blue Angel Parkway. A triangle shaped parcel immediately west of Blue Angel Parkway is also owned by the Hinson family, but is not included in this rezoning application.

The most significant recent development in the area immediately adjacent to the property is the large apartment complex between North Loop Road and Blue Angel Parkway, and adjacent to this property at the northwest corner of the property.

Other significant development changes include the large scale commercial development one half mile to the north at the intersection of Blue Angel Parkway and Sorrento Road. This intersection is now occupied by Wal-Mart, Target, and a convenience store with fuel service, with other commercial development in the immediate vicinity of the intersection. In summary, over the last ten years, the development in the immediate vicinity is primarily commercial and the intensity of development has increased several fold.

A development, primarily of residential uses, in the uplands portion of the properties would be entirely consistent and compatible with the surrounding uses.

Changed conditions

The changed conditions are identified in the previous section, and include the large apartment complex and the significant commercial development a short distance to the north of the property. In summary, the increased development of this area has been significant over the last ten years.

Approximately sixty percent (60%) of the property is in the very restricted APZ-1 overlay district. The imposition of the overlays resulting from the Joint Land Use Study (JLUS) of the late 1990s constitute changed conditions. As a result of this regulation, no longer can the property owner make a commercially reasonable use of the property in the APZ-1 overlay area. However, the current Comprehensive Plan recognizes this impediment and includes, as policy CON 1.3.8 Density Clustering, the following:

Escambia County shall include density clustering provisions in the LDC to avoid development in environmentally sensitive lands, conservation and preservation areas, and Airfield Influence Planning Districts (AIPD) whenever feasible. In the event development must be permitted in such areas, adverse impact shall be minimized through the use of clustering and variance of lot size and setback requirements by the County. Further, development which may impact sensitive natural resources may be required to utilize reduced construction "footprints," modified construction techniques, innovative construction techniques, land use and development techniques which minimize negative environmental impacts or results.

The County Commission's recognition of the adverse impact on property owners imposed by regulations derived from the JLUS led to the creation of AMU-2, as one of the three desired zoning districts for these newly restricted areas. This action recognized that these JLUS restricted areas created changed conditions that would have to be addressed in future rezoning decisions.

Effect on natural environment

The proposed change to AMU-2 would have a positive, rather than a negative, impact on the natural environment. AMU-2 allows for planned unit developments and for clustering away from wetlands and the APZ-1 portion of the property. Both should, or at least may, allow the Applicants to make a reasonable and commercially economical use of the property by clustering density to the uplands portion generally located in the northwestern part of the larger tract.

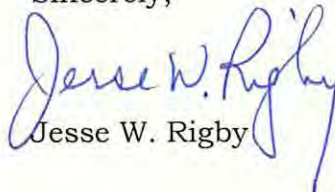
Development patterns

The applicants' request for AMU-2 zoning will allow a reasonable use of the property for residential, and potentially, some limited commercial activities. These future development activities should include clustering of development density to the portion of the property that is within the APZ-2 district, and outside of sensitive wetland areas. Even with clustering, the somewhat denser development patterns should be less intense than the large apartment complex to the immediate northwest, which clearly changed the development patterns in this area.

Summary

For the reasons stated herein, the applicants have demonstrated compliance with each of the six criteria to be evaluated by the Planning Board. Accordingly, we request that the applications to rezone these properties to AMU-2 be approved.

Sincerely,


Jesse W. Rigby

JWR\cw
Enclosures
cc: Knowhow Group USA, Inc.
James C. Hinson
A0978132.DOC





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: R-R to: AMU-2

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

Owner(s) Name: Knowhow Group USA, Inc. Phone: 434-3282 (Agent)

Address: 9869 N. Loop Rd., Pensacola, FL 32507 Email: jrigby@cphlaw.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: 9869 N. Loop Rd., Pensacola, FL 32507

Property Reference Number(s)/Legal Description: _____

14-3S-31-2101-000-000

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.

Jesse W. Rigby
Signature of Owner/Agent

Jesse W. Rigby, Esquire (Agent)

Printed Name Owner/Agent

11/30/2011
Date

James C. Hinson
Signature of Owner

James C. Hinson, Jr., Treasurer

Printed Name of Owner

11/30/11
Date

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 30th day of November, 20 11,
by James C. Hinson

Personally Known ☐ OR Produced Identification ☒ Type of Identification Produced: FL DL # HS25443 BL4580

Constance M. Weiss
Signature of Notary
(notary seal must be affixed)

Constance M. Weiss
Printed Name of Notary



CONSTANCE M. WEISS
COMMISSION # DD 811149
EXPIRES: Aug. 03, 2012

FOR OFFICE USE ONLY

CASE NUMBER: _____

Meeting Date(s): _____ Accepted/Verified by: _____ Date: _____

Fees Paid: \$ _____ Receipt #: _____ Permit #: _____

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): 14-3S-31-2101-000-000

Property Address: 9869 N. Loop Rd., Pensacola, FL 32507

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 30 DAY OF NOVEMBER, YEAR OF 2011.

James C. Hinson, Jr.
Signature of Property Owner

James C. Hinson, Jr., Treasurer
Printed Name of Property Owner

11/30/11
Date

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 9869 N. Loop Rd., Pensacola, FL 32507,
Florida, property reference number(s) 14-3S-31-2101-000-000

I hereby designate Jesse W. Rigby, Esquire for the sole purpose
of completing this application and making a presentation to the:

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

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

This Limited Power of Attorney is granted on this 30th day of November the year of,
2011, 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: Jesse W. Rigby, Esquire Email: jrigby@cphlaw.com

Address: Clark Partington Hart Larry Bond & Stackhouse Phone: 434-3282 (Agent)
125 W. Romana St., Suite 800, Pensacola, FL 32502

James C. Hinson
Signature of Property Owner

James C. Hinson, Jr., Treasurer
Printed Name of Property Owner

11/30/11
Date

Signature of Property Owner

Printed Name of Property Owner

Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 30th day of November 20 11,
by James C. Hinson

Personally Known ☐ OR Produced Identification ☒ Type of Identification Produced FL DL # H525443364530

Constance M. Weiss
Signature of Notary

Constance M. Weiss
Printed Name of Notary



CONSTANCE M. WEISS
COMMISSION # DD 811149
EXPIRES: Aug. 03, 2012



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

Please make the following three appointments with the Coordinator.

Appointment for pre-application meeting: Held, November 28, 2011

Appointment to turn in application: _____

Appointment to receive findings-of-fact: _____



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: R-R to: AMU-2

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

Owner(s) Name: James C. Hinson, Jr. Phone: 434-3282 (Agent)

Address: 9869 N. Loop Rd., Pensacola, FL 32507 Email: jrigby@cphlaw.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: 9869 N. Loop Rd., Pensacola, FL 32507

Property Reference Number(s)/Legal Description: _____

13-3S-31-7101-000-001

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
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Jesse W. Rigby
Signature of Owner/Agent

James C. Hinson, Jr.
Signature of Owner

Jesse W. Rigby, Esquire

Printed Name Owner/Agent

11/30/2011
Date

James C. Hinson, Jr.

Printed Name of Owner

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Date

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CONSTANCE M. WEISS
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FOR OFFICE USE ONLY

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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): 13-3S-31-7101-000-001

Property Address: 9869 N. Loop Rd., Pensacola, FL 32507

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James C. Hinson, Jr.
Signature of Property Owner

James C. Hinson, Jr.
Printed Name of Property Owner

11/30/11
Date

Signature of Property Owner

Printed Name of Property Owner

Date



Development Services Department

Escambia County, Florida

FOR OFFICE USE

CASE #:

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☒ 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.

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Agent Name: Jesse W. Rigby, Esquire Email: jrigby@cphlaw.com

Address: Clark Partington Hart Larry Bond & Stackhouse Phone: 434-3282 (Agent)
125 W. Romana St., Suite 800, Pensacola, FL 32502

Signature of Property Owner

James C. Hinson, Jr.
Printed Name of Property Owner

Date

Signature of Property Owner

Printed Name of Property Owner

Date

STATE OF Florida

COUNTY OF Escambia

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by James C. Hinson

Personally Known ☐ OR Produced Identification ☒ Type of Identification Produced: FL DL #H525443364520

Signature of Notary

Constance M. Weiss
Printed Name of Notary



CONSTANCE M. WEISS
COMMISSION # DD 811149
EXPIRES: Aug. 03, 2012



Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #: _____

APPLICATION ATTACHMENTS CHECKLIST

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- ✓ 4. Affidavit of Owner & Limited Power of Attorney form - Notarized Original (if applicable) (page 3) (signatures of ALL legal owners are required)
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- ✓ 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.
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Please note: Forms with signatures dated more than sixty (60) days prior to application submittal will not be accepted as complete.

Please make the following three appointments with the Coordinator.

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Appointment to turn in application: _____

Appointment to receive findings-of-fact: _____

Janet Holley

Ad Valorem Taxes and Non-Ad Valorem Assessments

Escambia County Tax Collector

REAL ESTATE 2011 62677

Account Number	Payor	Exemptions	Taxable Value	Millage Code
10-1811-500		See Below	See Below	06

HINSON JAMES C JR
9869 NORTH LOOP RD
PENSACOLA FL 32507

133S31-7101-000-001 9869 NORTH
LOOP RD E 200 FT OF N 300 FT OF
GOVT LT 7 OR 1883 P 259

Ad Valorem Taxes				
Taxing Authority	Rate	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.9755	50,000	\$53,958	\$376.38
PUBLIC SCHOOLS				
By Local Board	2.2480	25,000	\$78,958	\$177.50
By State Law	5.5730	25,000	\$78,958	\$440.03
SHERIFF	0.6850	50,000	\$53,958	\$36.96
WATER MANAGEMENT	0.0400	50,000	\$53,958	\$2.16
Total Millage		15.5215	Total Taxes	\$1,033.03

Non-Ad Valorem Assessments		
Code	Levying Authority	Amount
NFP	FIRE (CALL 595-4960)	\$80.00
Total Assessments		\$80.00

Taxes & Assessments	\$1,113.03
--------------------------------	------------

If Paid By	Nov 30 2011	Dec 31 2011	Jan 31 2012	Feb 29 2012	Mar 31 2012
Please Pay	\$1,068.51	\$1,079.64	\$1,090.77	\$1,101.90	\$1,113.03

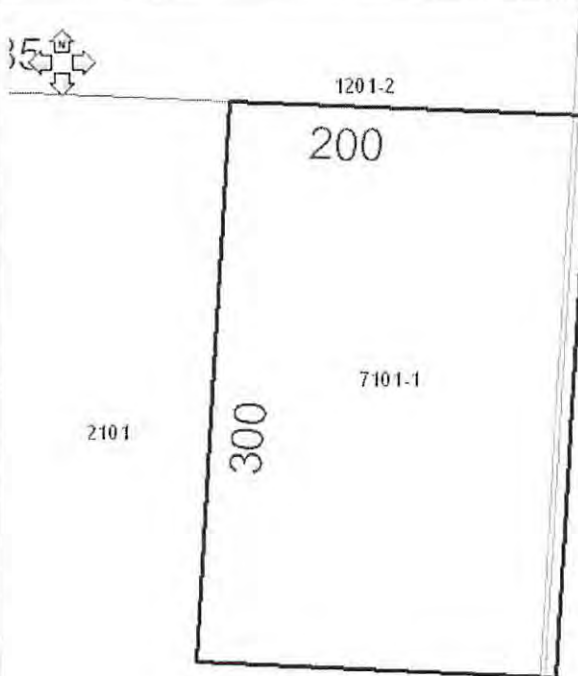
[Back](#)**Source: Escambia County Property Appraiser**[Restore Full Page Version](#)

General Information		2011 Certified Roll Assessment	
Reference:	133S317101000001	Improvements:	\$98,422
Account:	101811500	Land:	\$20,824
Owners:	HINSON JAMES C JR		
Mail:	9869 NORTH LOOP RD PENSACOLA, FL 32507	Total:	\$119,246
Situs:	9869 NORTH LOOP RD 32507	<u>Save Our Homes:</u>	\$103,958
Use Code:	SINGLE FAMILY RESID	<u>Disclaimer</u>	
Taxing Authority:	COUNTY MSTU	<u>Amendment 1 Calculations</u>	
Tax Inquiry:	<u>Open Tax Inquiry Window</u>		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

Sales Data					2011 Certified Roll Exemptions	
Sale Date Book Page Value Type					HOMESTEAD EXEMPTION	
02/1984 1883 259 \$4,700 WD					Legal Description	
View Instr					E 200 FT OF N 300 FT OF GOVT LT	
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					7 OR 1883 P 259	
					Extra Features	
					None	

Parcel Information
[Restore Map](#)
[Get Map Image](#)
[Launch Interactive Map](#)
Section Map Id:
 13-3S-31

Approx. Acreage:
 1.3400

Zoned:
 R-R


Buildings	
Building 1 - Address:9869 NORTH LOOP RD, Year Built: 1984, Effective Year: 1984	
Structural Elements	
FOUNDATION-SLAB ON GRADE	
EXTERIOR WALL-BRICK-FACE	
NO. PLUMBING	
FIXTURES-8.00	
DWELLING UNITS-1.00	
ROOF FRAMING-GABLE	
ROOF COVER-COMPOSITION SHG	
INTERIOR WALL-DRYWALL-PLASTER	
FLOOR COVER-CARPET	
NO. STORIES-1.00	
DECOR/MILLWORK-ABOVE AVERAGE	
HEAT/AIR-CENTRAL H/AC	
STRUCTURAL FRAME-WOOD FRAME	
Areas - 3121 Total SF	
BASE AREA - 2217	
GARAGE FIN - 632	
OPEN PORCH FIN - 8	
OPEN PORCH UNF - 24	
PATIO - 240	

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.



Development Services Department
Escambia County, Florida

**PLANNING BOARD
REZONING PRE-APPLICATION SUMMARY FORM**

14-35-31-2101-000-001
Property Reference Number

Jesse Rigby
Name

9869 North Loop Rd
Address

☐ Owner

☒ Agent

Referral Form
Included? Y / N

MAPS PREPARED

☒ Zoning

☒ FLU

☒ Aerial

☒ Other: AIPD

PROPERTY INFORMATION

Current Zoning: R-2 Size of Property: 49.57 +/-

Future Land Use: MU-5 Commissioner District: _____

Overlay/AIPD: AIPD 1+2 Subdivision: _____

Redevelopment Area*: _____

*For more info please contact the CRA at 595-3217 prior to application submittal.

COMMENTS

Desired Zoning: R-4 AMU-2

Is Locational Criteria applicable? _____ If so, is a compatibility analysis required? _____

Parcel in AIPD 1 + 2 also NAS - APZ-1 - (1 du/2.5 acres)

Came through DRC as Carswell SUB PP 2006.

Applicant considering Aggregate Living Facility for approx 43 acres for 140 units approx.

No development in AIPD 1. Considering clustering for assisted

living & possible ^{cluster} condos. Bldg - Multi use development

May require BOA process depending on the direction they are

going w/ development

☒ Applicant will contact staff for next appointment

☐ Applicant decided against rezoning property

☐ Applicant was referred to another process

☐ BOA

☐ DRC

☐ Other: _____

Process Name

Staff present: Trace Jones, Andrew Holman, Allyson Cox Date: 11/28/11

Applicant/Agent Name & Signature: Jesse W. Rigby

No comment made by any persons associated with the County during any pre-application conference or discussion shall be considered either as approval or rejection of the proposed development, development plans, and/or outcome of any process.

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

(Revised 03/29/2011)

This Instrument was Prepared By:
CHARLES F. JAMES, IV., ESQUIRE
CLARK, PARTINGTON, HART,
LARRY, BOND & STACKHOUSE
125 West Romana Street, Suite 800
Post Office Box 13010
Pensacola, Florida 32591-3010

CPH&H File no. 05-1847

TAX PARCEL I.D. #:14-3S-31-2101-000-000

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS INDENTURE, made effective the 1st day of November, 2005, by JAMES CARSWELL HINSON, a SLAVE man (the "Grantor") in favor of KNOWHOW GROUP USA, INC., a Florida corporation, whose address is 9869 North Loop Road, Pensacola, Florida 32507 (the "Grantee").

WITNESSETH, that Grantor, as a contribution to capital to the Grantee, has granted, bargained and sold to said Grantee, and Grantee's heirs, successors and/or assigns forever, that certain tract or parcel of real property situate, lying and being in Escambia County, Florida, and being more particularly described as follows (the "Property"):

See Exhibit "A" attached hereto and by this reference made a part hereof

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions.

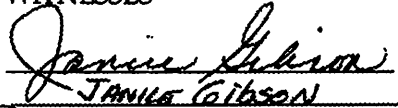
The above-described property is not the homestead of the Grantor.

SUBJECT TO taxes for the year 2005 and subsequent years, and easements of record, if any, which are not hereby reimposed.

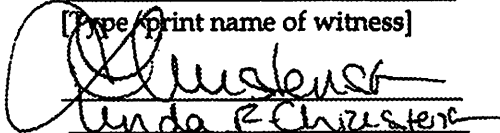
GRANTOR COVENANTS that it is well seized of an indefeasible estate in fee simple in the Property, and has a good right to convey the same; that it is free of lien or encumbrance, and Grantor hereby fully warrants the title to the Property and will defend same against all persons lawfully claiming the same.

IN WITNESS WHEREOF, Grantor has signed and sealed this Warranty Deed as of the day and year first above written.

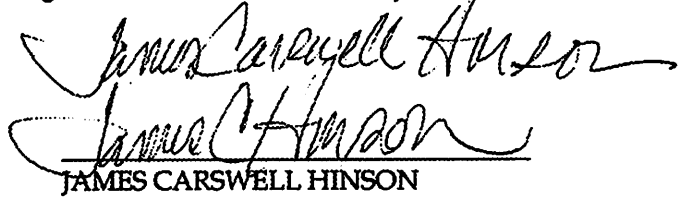
WITNESSES


JANICE GIBSON

[Type/print name of witness]

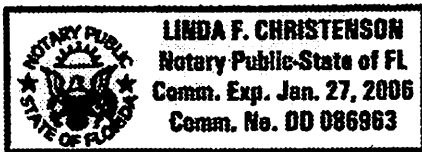

Linda F. Christenson

[Type/print name of witness]

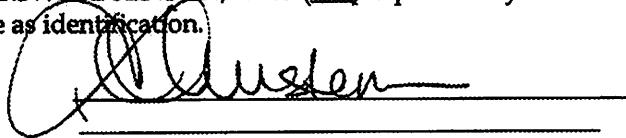

JAMES CARSWELL HINSON

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 1st of November, 2005, by JAMES CARSWELL HINSON, who (☒) is personally known to me or (☐) has produced a drivers license as identification.



[NOTARIAL SEAL]



(Print/Type Name)

NOTARY PUBLIC

Commission Number: _____

My Commission Expires: _____

Exhibit A

Parcel 1:

Beginning at the point where the South right-of-way line of the county road cuts the West line of Lot 1, Section 14, Township 3 South, Range 31 West, thence Easterly with the right-of-way of said county road on a curve concave to the South to a pipe, said pipe being at a chord distance of 319.9 feet from the Point of Beginning, said chord including a center angle of 107°34' with the West line of aforesaid Section; thence Southerly following the approximate center line of a ditch 713.25 feet to a pipe set in the South boundary line of Lot 1 of aforesaid Sectional a distance of 397.75 feet from the Southwest corner of said lot; thence Westerly with said South line 397.75 feet to an iron axle at the Southwest corner; thence Northerly with the West line of said Lot 596.02 feet to the Point of Beginning, in Escambia County, Florida.

Parcel 2:

North half of North half of Lot 2 and Southwest Quarter of North half of Lot 2, lying North of South Loop Road, Section 14, Township 3 South, Range 32 West, Escambia County, Florida, LESS AND EXCEPT any portion of caption property conveyed to the State of Florida in Official Records Book 1195, Page 552, of the public records of Escambia County, Florida.

Parcel 3:

The East 23 acres of the North half of Lot 7, Section 13, Township 3 South, Range 31 West, less that parcel described in O.R. Book 1883, Page 259, of the public records of Escambia County, Florida, LESS AND EXCEPT any portion of caption property lying within the right-of-way of State Road #297.

This instrument prepared by:
Charles F. James, IV, Esquire
Clark, Partington, Hart, Larry,
Bond, & Stackhouse
Post Office Box 13010
Pensacola, FL 32591-3010
(850) 434-9200

CPH&H File no. 05-1847

Parcel ID Number: 14-3S-31-2101-000-000

WARRANTY DEED (Statutory Form-Section 689.02, F.S.)

This Indenture, Made this 28th day of October, 2005, between **HATTIE P. HINSON**, an unmarried woman, and **MARION HINSON FORD**, a married woman, whose address is 7171 North Ninth Avenue, Apt. No. F-10, Pensacola, Florida 32504, Grantor, and **KNOWHOW GROUP USA, INC.**, a Florida corporation, whose address is 9869 North Loop Road, Pensacola, Florida 32507, Grantee,

WITNESSETH, That said Grantor, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

The above described property is not the constitutional homestead of Grantors.

Subject to zoning and other requirements imposed by governmental authorities; restrictions and matters appearing on the plat, if there is a recorded plat, or otherwise common to the subdivision, if the property is located within a subdivision; valid easements and mineral reservations of record affecting the property, if any, which are not hereby reimposed; and taxes for the current and subsequent years.

Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Charles F. James, IV
[Type/print name of witness]

Hattie P. Hinson
HATTIE P. HINSON

Linda F. Christensen
[Type/print name of witness]

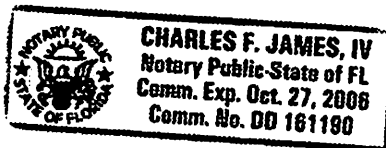
Charles F. James, IV
[Type/print name of witness]

Marion H. Ford
MARION HINSON FORD

Linda F. Christensen
[Type/print name of witness]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 28th of October, 2005, by HATTIE P. HINSON, who () is personally known to me or (✓) has produced a drivers license as identification.



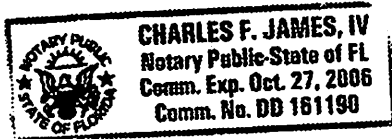
[NOTARIAL SEAL]

Charles F. James, IV
(Print/Type Name)
NOTARY PUBLIC

Commission Number: _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 28th of October, 2005, by MARION HINSON FORD, who () is personally known to me or (✓) has produced a drivers license as identification.



[NOTARIAL SEAL]

Cor S

(Print/Type Name)
NOTARY PUBLIC

Commission Number: _____
My Commission Expires: _____

Exhibit A

Parcel 1:

Beginning at the point where the South right-of-way line of the county road cuts the West line of Lot 1, Section 14, Township 3 South, Range 31 West, thence Easterly with the right-of-way of said county road on a curve concave to the South to a pipe, said pipe being at a chord distance of 319.9 feet from the Point of Beginning, said chord including a center angle of 107°34' with the West line of aforesaid Section; thence Southerly following the approximate center line of a ditch 713.25 feet to a pipe set in the South boundary line of Lot 1 of aforesaid Sectional a distance of 397.75 feet from the Southwest corner of said lot; thence Westerly with said South line 397.75 feet to an iron axle at the Southwest corner; thence Northerly with the West line of said Lot 596.02 feet to the Point of Beginning, in Escambia County, Florida.

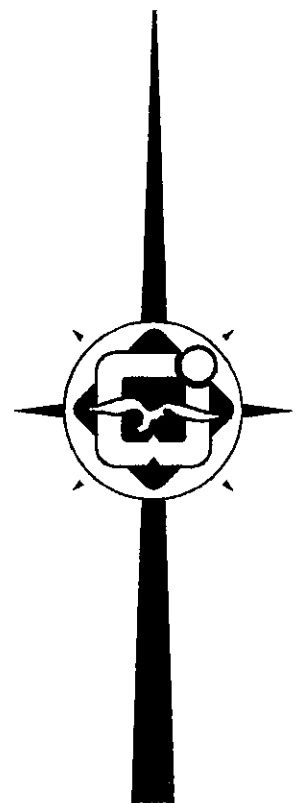
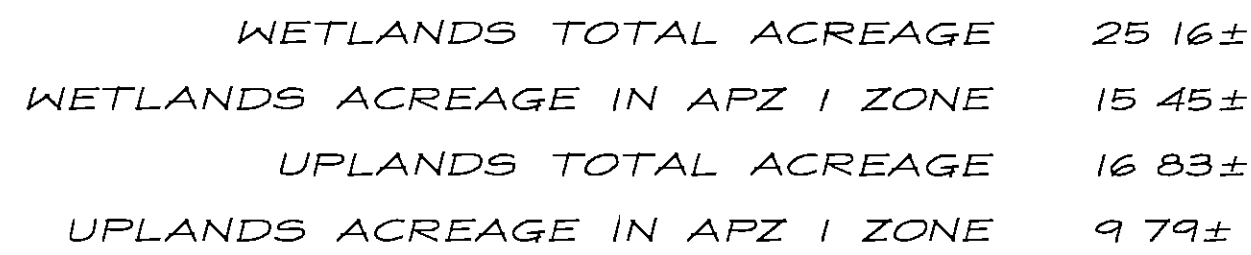
Parcel 2:

North half of North half of Lot 2 and Southwest Quarter of North half of Lot 2, lying North of South Loop Road, Section 14, Township 3 South, Range 32 West, Escambia County, Florida, LESS AND EXCEPT any portion of caption property conveyed to the State of Florida in Official Records Book 1195, Page 552, of the public records of Escambia County, Florida.

Parcel 3:

The East 23 acres of the North half of Lot 7, Section 13, Township 3 South, Range 31 West, less that parcel described in O.R. Book 1883, Page 259, of the public records of Escambia County, Florida, LESS AND EXCEPT any portion of caption property lying within the right-of-way of State Road #297.

Escambia County, Florida
Official Records Book 1195, Page 552



- # LEGEND
- - SET 1/2" CAPPED ROD # 6679
 - ⊗ - FOUND 1/2" IRON ROD
 - ⊙ - FOUND AXLE
 - ⊗ - FOUND 1/2" CAPPED ROD # 4882
 - ⊗ - FOUND 1/2" CAPPED ROD (BUTLER)
 - - FOUND 5/8" FLORIDA DOT CAPPED ROD
 - - FOUND 1" IRON PIPE
 - ⊗ - FOUND 5/8" CAPPED ROD (UNREADABLE)
 - ⊙ - FOUND 1" IRON ROD
 - ⊗ - FOUND 3/4" IRON PIPE
 - - FOUND 4"x4" CONCRETE MONUMENT
 - F - FIELD
 - D - DEED
 - R/W - RIGHT-OF-WAY
 - POB - POINT OF BEGINNING
 - POC - POINT OF COMMENCEMENT
 - - WETLANDS FLAGGING

PARCEL 1
COMMENCING AT THE POINT WHERE THE SOUTH RIGHT-OF-WAY LINE OF THE COUNTY ROAD CUTS THE WEST
LINE OF LOT 1, SECTION 14, TOWNSHIP 3 SOUTH, RANGE 31 WEST, THENCE EASTERLY WITH THE RIGHT-OF-WAY
OF SAID COUNTY ROAD ON A CURVE CONCAVE TO THE SOUTH TO A PIPE, SAID PIPE BEING AT A CHORD
DISTANCE OF 319.9 FEET FROM THE POINT OF BEGINNING, SAID CHORD INCLUDING A CENTER ANGLE OF 107°34'
WITH THE WEST LINE OF AFORESAID SECTION, THENCE SOUTHERLY FOLLOWING THE APPROXIMATE CENTER
LINE OF A DITCH 713.25 FEET TO A PIPE SET IN THE SOUTH BOUNDARY LINE OF LOT 1 OF AFORESAID SECTIONAL
A DISTANCE OF 397.75 FEET FROM THE SOUTHWEST CORNER OF SAID LOT, THENCE WESTERLY WITH SAID
SOUTH LINE 397.75 FEET TO AN IRON AXLE AT THE SOUTHWEST CORNER, THENCE NORTHERLY WITH THE WEST
LINE OF SAID LOT 596.02 FEET TO THE POINT OF BEGINNING, IN ESCAMBA COUNTY, FLORIDA

PARCEL 2
NORTH HALF OF NORTH HALF OF LOT 2 AND SOUTHWEST QUARTER OF NORTH HALF OF LOT 2, SECTION 14,
TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA

PARCEL 3
THE EAST 23 ACRES OF THE NORTH HALF OF LOT 7, SECTION 13, TOWNSHIP 3 SOUTH, RANGE 31 WEST, LESS
THAT PARCEL DESCRIBED IN OR BOOK 1883 PAGE 259 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY,
FLORIDA

SURVEYORS NOTES

- SURVEYORS' NOTES**
- 1 THE BEARING SHOWN HEREON ARE BASED ON THE BEARING OF N 22°01'59" W ALONG THE WEST LINE OF THE SURVEYED PARCEL PER FLORIDA D O T RIGHT OF WAY MAPS
 - 2 NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY OR PROVIDED TO FABRE ENGINEERING FOR THE SUBJECT PROPERTY THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS OF WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY
 - 3 THE INFORMATION SHOWN HEREON IS BASED ON THE DEEDS OF RECORD AND FIELD EVIDENCE
 - 4 THE SUBJECT PARCEL OF LAND IS LOCATED IN ZONE X ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, MAP NUMBER 12033C0526 F, MAP REVISED FEBRUARY 23, 2000
 - 5 THE LOCATION OF JURISDICTIONAL WETLANDS IS BASED ON FIELD MARKINGS BY JOE EDMISTEN & ASSOCIATES
 - 6 THE LOCATION OF THE AIRPORT ZONING LINE IS BASED ON AN ELECTRONIC MAP OF SAID ZONES PROVIDED BY THE ESCAMBIA COUNTY GIS DEPARTMENT

SURVEYORS CERTIFICATE

SURVEYORS CERTIFICATE
I CERTIFY THE SURVEY SHOWN HEREON TO BE CORRECT, AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PER CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON

RICKY B SEARS, PSM
FLORIDA LICENSE NO 4511, FEI LB NO 6679
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED
SURVEYOR AND MAPPER NAMED ABOVE, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL
PURPOSES ONLY AND IS NOT VALID

FABRE ENGINEERING INC.
ENGINEERS ♦ PLANNERS ♦ SURVEYORS
119 GREGORY SQUARE PENSACOLA, FLORIDA 32501 TEL 850-438-6438 FAX 850-434-7842

PREPARED FOR
MR JIM HINSON

A PORTION OF
SECTION , TOWNSHIP SOUTH, RANGE

Drawing Scale	1"=120'
Field Book Page	114
Field Date	9-01-04
Drawn By	J W W
Checked By	RBS
Date	10-05-04
Job Number	040001-33-S00
File Name	040001-33-S DWG
Sheet	1 of 1

From: [Horace L. Jones](#)
To: [Ryan E. Ross](#)
Cc: [Allyson Cain](#)
Subject: FW: Group Home in AMU-2
Date: Tuesday, December 13, 2011 3:42:38 PM

Sounds good to me. No PB interpretation has been applied for.

From: Ryan E. Ross
Sent: Tuesday, December 13, 2011 1:52 PM
To: T. Lloyd Kerr; Horace L. Jones; Andrew D. Holmer; Allyson Cain
Cc: Alison A. Perdue; Stephen G. West; Tara D. Cannon
Subject: Group Home in AMU-2

This is my proposed response to Jesse about whether a state-licensed group home is a permitted use in the AMU-2 zoning district. Please provide me with any thoughts today so I can go ahead and send it to him (unless he has already applied for a PB interpretation on this issue.

-
Jesse:

At your request, I have reviewed the narrow issue of whether a “community residential home” home is a permitted use in the AMU-2 zoning district under the Escambia County Land Development Code. Based on our discussions, I don’t believe your client plans to operate a home of six or fewer residents. If it does, then it would probably be considered as a permitted single-family use under F.S. 419.001(2).

Community residential homes (state-licensed and housing 7-14 residents) are regulated under F.S. 419.001(3). F.S. 419.001(3)(c)1. requires a community residential home to conform to local zoning regulations. Assuming that your client would qualify as a community residential home under F.S. 419.001(1)(a), the question is whether our zoning allows for such a use in AMU-2.

The AMU-2 zoning district does not list “community residential home” as a permitted or conditional use. (It does list “child care centers” and “family day care homes and family foster homes as permitted uses.) However, there are zoning districts where “community residential home” is listed as a permitted use, such as R-4 (LDC 6.05.11.B.4). As we discussed, LDC 6.04.01 states that “unless otherwise authorized as provided herein, land uses not listed or included as permitted uses in a given zoning classification shall be considered prohibited uses in such zoning classification.” I also note that some zoning districts allow for “uses which are similar or compatible to the uses . . . that promote the intent and purpose of (the) district.” However, the AMU-2 zoning district regulations do not contain this “similar use” provision. Because the AMU-2 zoning district does not list community residential home as a permitted use, although it is explicitly listed as a use for other zoning districts, and because the LDC does not allow for “similar uses” in AMU-2 like it does for other zoning districts, I do not believe that community residential homes housing more than six residents are permitted uses within the AMU-2 zoning districts.

I understand that you may request a Planning Board interpretation. I look forward to discussing this issue with you prior to any hearings.

Allyson Cain

From: Colby S. Brown
Sent: Thursday, March 01, 2012 5:29 PM
To: Allyson Cain
Cc: Thomas R Brown
Subject: RE: Limited Access on Blue Angel

Allyson

A limited-access road is a highway or arterial road for high-speed traffic which includes limited or no access to adjacent property, some degree of separation of opposing traffic flow, use of grade separated interchanges to some extent, prohibition of some modes of transport such as bicycles or horses and very few or no intersecting cross-streets. The degree of isolation from local traffic allowed varies between countries and regions. The precise definition and application of these issues varies by jurisdiction. Wiki. was a help with this.

Also, I may not be able to be at the meeting depending on the time. Hope this helps.

Colby Brown, PE
Division Manager
Traffic and Transportation Division
Public Works Department
3363 West Park Place
Pensacola, FL 32505

csbrown@myescambia.com
(850) 595-3433
(850) 554-3034

From: Allyson Cain
Sent: Thursday, March 01, 2012 2:32 PM
To: Colby S. Brown
Cc: Thomas R Brown
Subject: Limited Access on Blue Angel
Importance: High

Colby,

There is a rezoning that has been remanded back to the Planning Board for March 12th located at 9869 North Loop Rd. One of the issues is a letter from FDOT regarding the access allowed on Blue Angel. Mr. Kerr asked that you review the attached document and send us a response as to what "limited access" (on first page) means in terms of the road. I am also sending this to Stephen West for his review and comment. I know this is short notice but we are going to post the Planning Board packet to the web tomorrow afternoon, so if you could try to send back a reply by then, it would be great but I understand if unable to do so. We would also like for you or your designee to attend the meeting Monday March 12th.

Thank you for your assistance.

THIS AGREEMENT made and entered into this day of
A.D. 19 , by and between the State of Florida, Department of Transpor-
tation, an agency of the State of Florida, hereinafter called the
"Department", and the COUNTY OF ESCAMBIA , a political subdivision
of the State of Florida, hereinafter called the "County", witnesseth,
that

WHEREAS, the Legislature of Florida has designated and established
State Road No. 297 , and the Department has located and surveyed a
part of said road designated as 48190-2502 from a point in Pensacola Naval
Air Station Southwesterly and Northwesterly to State Road S-292-A in
Section 5, Township 3 South, Range 31 West, Francisco Lopez Grant

in said County, as shown on a map, duly certified as provided by law,
and on file in the office of the Official designated by law as recorder
for said County, and in the judgment of the Department said location and
survey have been found to be practicable, necessary and to the best interest
of the State; and

WHEREAS, the Department has by resolution designated and established
said portion of said Section as a limited access facility as defined and
provided by law; and

WHEREAS, the Department has requested and authorized said County to
secure by donation, purchase, or condemnation the lands and property
necessary for such right of way, borrow pits and drainage easements for
said portion of said Section, and such as may hereafter be found neces-
sary by the Department for said portion of said Section for a limited
access facility; and

WHEREAS, the County is financially unable at this time to provide
the necessary funds from local sources to acquire the right of way,
borrow pits and drainage easements for such purposes; and

WHEREAS, the Board of County Commissioners of said County, at a
meeting duly called and held on the 15th day of September, A.D. 1977,
adopted a resolution (copy being hereto attached as a part hereof,
marked "Exhibit A") signifying its agreement to comply with the Depart-
ment's said requests, requesting the Department to pay for acquiring
said lands for rights of way for a limited access facility, borrow pits
and drainage easements from funds which have been or may be remitted
to the Department under provisions of Article XII, Section 9(4), of
the Florida Constitution, and Section 335.041, Florida Statutes, as

amended, for expenditure solely within the County and authorizing its Chairman and Clerk, on its behalf, to execute this Contract;

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings hereinafter set forth, the parties mutually covenant and agrees as follows:

1. The County shall forthwith furnish the Department with a title search made by a reliable Abstractor or Abstract Company showing the present ownership and record description of each parcel of land over which said right of way, borrow pits and/or easements extend, together with all unsatisfied or outstanding recorded liens or encumbrances, leases and tax deeds, tax liens and tax certificates, or other interest, including possessive interests. Thereupon the Department shall prepare and furnish to the County the descriptions of said rights of way, borrow pits and/or easements to be acquired for each of the several parcels of land, or interests therein, as shown by said title search. The furnishing of said descriptions shall be solely for the assistance of the County and nothing in this paragraph shall be taken or construed as the Department's acceptance of the title, or quality of the title, to the land or easements shown, and shall not release or relieve the County of its agreement herein to furnish the Department free, clear and unencumbered title to the land required for said rights of way, borrow pits and easements, or from any of its covenants hereunder.

2. After the Department has furnished the County said descriptions, the County shall proceed, out of the funds specified below, to acquire by donation, purchase or condemnation, free, clear and unencumbered title to the land so required as aforesaid for said portion of said Section by the Department for said rights of way for a limited access facility, borrow pits and easements, and convey or vest the same to or in the State of Florida for the use of the Department of Transportation, by good and sufficient deed or deeds, and deliver to the Department said land physically clear of all occupants, tenants, fences, buildings and/or other structures and improvements situate upon or encroaching within the limits of the lands required for said portion of said Section, and shall have adjusted or secure arrangements for the adjustment of all sanitary and/or storm sewers, gas mains, meters, water mains, fire hydrants, pipes, poles, wires, cables, conduits,

and other utilities and facilities situate or encroaching upon said land. Any land to which the County has heretofore acquired free, clear and unencumbered title, which may be necessary for said rights of way, borrow pits and/or easements, shall be conveyed by the County to the State for the said use under the provisions of this section.

Upon completion, the County shall make a certificate to the Department stating for each parcel the instruments vesting the free, clear and unencumbered title thereto in the State for a limited access facility and certifying the removal of all occupants, tenants, fences, buildings and/or other structures and improvements and adjustment of all facilities and certifying that the free, clear and unencumbered title thereto is vested in the State and that all physical encumbrances are removed and that said rights of way are ready for construction of said portion of said Section.

3. In those instances where the County is unable to acquire, either by donation or purchase the lands and property necessary for such right of way, borrow pits and drainage easements for said portion of said Section, and such as may hereafter be found necessary by the Department for said portion of said Section, the County shall notify the Department of the necessity for condemnation proceedings. The Department shall then, at its sole option, either condemn the lands or authorize the County to do so. In those cases where the Department authorizes the County to handle the condemnation proceedings, the County shall make a certificate to the Department stating for each parcel condemned the instruments vesting the free, clear and unencumbered title thereto in the State and certifying the removal of all occupants, tenants, fences, buildings and/or other structures and improvements and adjustments of all facilities and certifying that the free, clear and unencumbered title thereto is vested in the State and that all physical encumbrances are removed and that said rights of way are ready for construction of said portion of said Section.

4. Commencing with the date when the Department shall begin construction operations on said portion of said Section, and at all times thereafter for so long as said portion of said Section shall continue to be a part of the State System of Roads, the County solely at its own expense, shall save, defend and keep the State of Florida, and the Department, its officers, employees and contractors harmless from any

and all damages, claims or injuries, actions at law or suits in equity arising from or growing out of any defect or alleged defect affecting the title or right of possession of the State of Florida for the use of said road, to any portions of the lands, borrow pits and easements required by the Department for said portion of said Section as aforesaid, or because of the lack of title or right of possession thereto or by reason of encumbrances thereon, or failure to have removed occupants, tenants, fences, buildings and/or other structures and improvements or made or caused to be made adjustments of utilities and facilities thereon, and the County agrees to pay and discharge all lawful claims, damages, judgments, decrees and any other expenses arising from or growing out of such claims, injuries, actions or suits.

5. The Department agrees to pay for the items set forth in paragraph 7 below, from funds which are remitted to the Department under provisions of Article XII, Section 9(4), of the Florida Constitution, and Section 335.041, Florida Statutes, as amended for expenditure solely within the County. All such sums so remitted to the Department shall be applied as provided by this Contract; PROVIDED HOWEVER, that any funds received from the Federal Bureau of Public Roads for participation in the purchase of this right of way will be considered a refund of the monies spent and credited to the Secondary Gas Tax Funds of the County on deposit with the Department.

6. The County agrees that its acquisition of said rights of way, borrow pits and easements shall be conducted under supervision of the Department. Upon receipt of the necessary and proper information from the County, the Department shall prepare requisitions for payment out of said funds directly to the proper persons for the items set forth in paragraph 7.

7. The purchase of condemnation of the lands or interests required for rights of way, borrow pits and/or drainage easements for said portion of said Section as aforesaid shall be paid for in the following manner:

An appraisal shall be prepared of costs and damages required for the acquisition of the lands and easements and the clearing of the right of way of all physical obstructions which shall be approved by the Department. After the appraisal is thus approved, expenditures of said funds will be approved for the following purposes and in the following amounts:

1. Payment of the price for the parcels of land or easements arrived at either by negotiation or by awards in condemnation including relocation assistance as applicable under Department policies and regulations.
2. The costs of title search and other title information up to such amount as may be approved by the Department.
3. The costs of the appraisal up to such amount as may be approved by the Department, provided the appraiser is approved by the Department before he is employed.
4. The compensation to be paid to the County Attorney, if applicable, handling the condemnation proceedings shall be a reasonable fee, as determined by the County Commissioners and approved by proper resolution, which shall, in all cases, be subject to approval by the State of Florida Department of Transportation.
5. Payment into the Registry of the Court of amount set out in Order of Taking, if proceedings are instituted under Chapter 74, Florida Statutes. The County agrees not to stipulate for or agree to expenditure of funds from this deposit without approval of same by the Department, and further agrees that money so deposited shall be used only for the payment of awards of compensation to property owners; and the County further agrees to reimburse the Department for any money expended from said deposit for any other purpose.

IN WITNESS WHEREOF, the Department has caused this agreement to be executed in quadruplicate by its Director of Administration and its Executive Secretary, and its official seal to be affixed; and the County has caused it to be executed by its Chairman and its Clerk, and its official seal to be affixed, the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

STATE OF FLORIDA, DEPARTMENT OF
TRANSPORTATION

Director of Administration

As to the Department

Executive Secretary

(SEAL)

COUNTY OF ESCAMBIA, FLORIDA

By: Kenneth T. Kell

ATTEST: Joe G. Flowers
Clerk of the Board of County
Commissioners

C. B. McAllister, Jr.
Elizabeth Witherspoon
As to the County

(SEAL)

RESOLUTION
OF THE
SECRETARY OF TRANSPORTATION

WHEREAS, under Florida Statutes 335.042, the Secretary of Transportation has authority to locate and designate certain roads in the State Highway System and construct and maintain the same with funds which are now or which may hereafter become available from the state or from the state and federal government; and

WHEREAS, under Florida Statutes 338.01, the highway authorities of the state, counties, cities, towns and villages acting alone or in cooperation with each other or with any federal, state, or local agency of any other state having authority to participate in the construction and maintenance of highways, are authorized to plan, designate, establish, regulate, vacate, alter, improve, maintain, and provide limited access facilities for public use whenever such authority or authorities are of the opinion that traffic conditions, present or future, will justify such special facilities; and

WHEREAS, there has been prepared a map or plat of survey and location of Section 48190-2502

NOW, THEREFORE, BE IT RESOLVED, by the Secretary of Transportation that said map or plat of such survey and location dated June 1, 1977

be and the same is hereby made and adopted as Section 48190-2502 from a point in Pensacola Naval Air Station Southwesterly and Northwesterly to State Road S-292-A in Section 5, Township 3 South, Range 31 West, Francisco Lopez Grant

and the line and location of such road is hereby designated as a part of the State Highway System;

BE IT FURTHER RESOLVED, that said map or plat of such survey and location, certified by the Director of Administration, shall be filed in the office of the Clerk of the Circuit Court of each county through which such state road or section thereof, so surveyed and located, shall run;

BE IT FURTHER RESOLVED, that the Secretary of Transportation finding that traffic conditions, present or future, would justify said highway being designated as a limited access facility, hereby designates the same as a limited access facility; and,

BE IT FURTHER RESOLVED that it is the judgment of the Department that the construction of said portion of said Section as a limited access facility necessary, practical and to the best interest of the State and that it is necessary that the right of way for the roadbed and borrow pits for said portion of said Section be acquired in fee simple and a perpetual easement shall be acquired for drainage ditches; and that the Department is authorized to acquire the same by gift, purchase or condemnation pursuant to Florida Statutes as amended.

BE IT FURTHER RESOLVED, the due notice of this Resolution be given by publication in a newspaper of general circulation in the locality of such facility.

DATED:

June 17, 1977

STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION

BY:

Secretary of Transportation

ATTEST:

Executive Secretary

PARCEL NO. 105.1R(1-4-78)
 SECTION 48190-2502
 STATE ROAD 297
 COUNTY Escambia
 FAP # NAD-23-(1)

DEED

THIS INDENTURE, made this 1ST day of MARCH, A. D. 1978,
 between MYRTLE LEE HINSON, INDIVIDUALLY AND as GUARDIAN
 of the estate of JAMES CARSWELL HINSON, INCOMPETENT,
 party of the first part, and the STATE OF FLORIDA, for the use and benefit of the
 State of Florida Department of Transportation, party of the second part.

WITNESSETH: That the said guardian having on the
28TH day of FEBRUARY A.D. 1978, by petition applied to the
 County Judge's Court in and for Escambia County, Florida, for
 authority to sell certain real estate, the property of said estate as
 hereinafter particularly described; and the prayer in said petition having
 appeared to the Court to be reasonable and just and to the best interest of
 said estate and, and the Court being satisfied as to the expediency of such
 sale, having made an order dated the 1ST day of MARCH, A.D. 1978,
 directing the said guardian to sell said real estate at private sale; and
 thereupon the said guardian having contracted to sell the said real
 estate to the said party of the second part for the sum of \$16,000.00
 dollars to be paid as follows: Total amount at closing

and the said guardian
 having reported said contract to the Court, and the Court being fully advised
 in the premises and satisfied that the price offered for said real estate was
 fair and reasonable, and that the conditions of said sale where such as the
 interest of said estate required, having by order dated the 1ST day of
MARCH A.D. 1978, ratified and confirmed said contract of sale
 and ordered the said guardian to make deed of the real estate
 hereinafter described to said party of the second part, upon the terms
 hereinafter set forth:

NCW, THEREFORE, in consideration of the premises and the sum of \$16,000.00
Dollars paid by the second party, receipt of which is hereby
 acknowledged by the first party y, said first party y as guardian
 has granted, bargained, sold, aliened, remised, released, conveyed and confirmed
 unto the said party of the second part, its successors and assigns forever,
 the following described land in the County of Escambia, State of
 Florida, to-wit:

DOCUMENTARY STAMPS

STATE 18.40
 SURTAX 14.30

Cross Reference Control No. 65378

PARCEL NO. 105

SECTION 48190-2502

(A) A parcel of land situate, lying and being in Government Lot 7 in Section 13, Township 3 South, Range 31 West and Government Lot 2, Section 14, Township 3 South, Range 31 West being more particularly described as follows: Begin on the North line of said Government Lot 7 at a point 628.85 feet North 87°11'14" West of the Northeast corner of said Government Lot 7; thence run North 87°11'14" West 127.52 feet; thence South 3°04'40" West 198.61 feet; thence South 22°01'59" East 1241.64 feet; thence South 86°53'44" East 229.44 feet to the East line of Government Lot 7, Section 13, Township 3 South, Range 31 West (West line of Government Lot 2, Section 14, Township 3 South, Range 31 West); thence South 3°04'40" West 10.55 feet along said East line of Section 13 to the beginning of a curve concave Northerly having a radius of 1617.02 feet; thence from a tangent bearing of North 82°14'24" East run Northeasterly 52.04 feet along said curve through a central angle of 1°50'39" to the end of curve; thence North 9°36'14" West 20.0 feet to the beginning of curve concave Northerly, having a radius of 1597.02 feet; thence from a tangent bearing of South 80°23'46" West run Southwesterly 59.82 feet along said curve through a central angle of 2°08'27" to the end of curve; thence North 22°01'59" West 1453.42 feet to the POINT OF BEGINNING;

Containing 6.52 acres, more or less.

Together with all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

(B) LIMITED ACCESS RIGHT ONLY

All rights of access, egress, ingress, light, air and view between the following described parcel of land:

The SW 1/4 of N 1/2 of Lot 2 of Sec. 14, T-3-S,
R-31-W; lying North of South Loop Road;

and the North right of way line of South Loop Road described as follows: Commence on the West line of Government Lot 2, Section 14, Township 3 South, Range 31 West at a point 1307.99 feet North 3°04'40" East of the Southwest corner of the Government Lot 2 of said Section 14; said point being on a curve concave Northerly having a radius of 1617.02 feet; thence from a tangent bearing of North 82°14'24" East run Northeasterly 52.04 feet along said curve through a central angle of 1°50'39" to the POINT OF BEGINNING of line to be described herein; thence continue Northeasterly 24.70 feet along said curve through a central angle of 0°52'30" to the end of curve and the end of line herein described.

THIS INSTRUMENT WAS PREPARED BY:
JERRY OBERT
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
GRIFFIN, FLORIDA
DESCRIPTION APPROVED: JAN 5 1978



There is hereby reserved unto the Grantor the following rights, which shall be construed as an easement;

1. The right to participate as if a fee owner in any pooling or similar arrangements in the extraction of gas and oil, as provided in Chapter 337, Florida Statutes, or other provisions of law.
2. The right, if Grantor owns property abutting and adjacent to the highway or highway structures to be constructed hereon (said abutting and adjacent property hereinafter called "other property"), to drill on said other property and extract oil or gas from beneath the surface of the property herein conveyed, by means of a well or other extraction devices, on said other property, provided that no drilling or extraction, which includes slant drilling, occurs on the property herein conveyed.

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

TO HAVE AND TO HOLD the above described premises, with the appurtenances thereof, unto said party of the second part, its successors and assigns, to its own proper use, benefit and behoof, forever.

And the said party of the first part does hereby covenant to and with said party of the second part, its successors and assigns, that in all things in and about said sale and this conveyance has conformed to the Order of the Court and the Statutes in such case made and provided.

IN WITNESS WHEREOF the said first part y has hereunto set her hand and seal on this the day first above written.

Signed, sealed and delivered

in the presence of:

W. B. Blum
Mrs. Vera Blum

Myrtle Lee Hinson (SEAL)
MYRTLE LEE HINSON, INDIVIDUALLY AND
as GUARDIAN
of the estate of
JAMES CARSWELL HINSON, INCOMPETENT

STATE OF FLORIDA

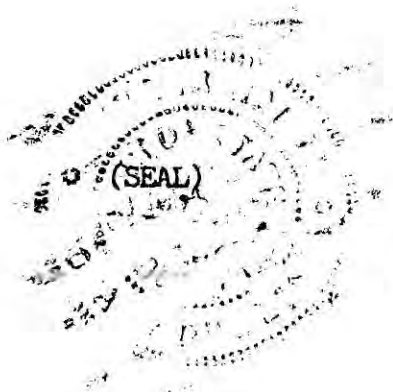
COUNTY OF ESCAMBIA

Before me, an officer authorized to take acknowledgments, personally appeared MYRTLE LEE HINSON, well known to me and known to me as the individual described in and who executed the foregoing deed of conveyance, and acknowledged that he executed the foregoing deed as INDIVIDUALLY & GUARDIAN aforesaid for the purposes therein expressed.

WITNESS my hand and official seal this 1ST day of MARCH, A.D. 19 78.

863735

Frank Howard
Notary Public - State of
Florida at large



FILED & RECORDED IN
THE PUBLIC RECORDS OF
ESCAMBIA CO. FLA. ON

MAR 10 10 57 AM '78

IN BOOK & PAGE NOTED ABOVE
JOE A. FLOWERS, COMPTROLLER
ESCAMBIA COUNTY

My commission expires:

7 Nov. 1980



Rezoning Application
Knowhow Group USA, Inc
James C. Hinson, Jr.

January 9, 2012

Applicants' Key Points

General Comments

APZ-1, APZ-2, AIPD-1 and AIPD-2 are NOT zoning districts, but are overlay zones that impose additional restrictions on the use of property.

Property derives its maximum potential residential density from a combination of the Future Land Use category and zoning district assigned to the property. The overlay zones, as well as other development restrictions, limit the number of residential units that can be placed on the property, in addition to maximum density imposed by the relevant zoning district.

The Property is in the Mixed-Use Suburban (MU-S) FLU category. This category imposes both a **minimum (2 DU/acre)** and a **maximum (10 DU/acre)** limit on residential density. *Policy FLU 1.3.1.*

The Knowhow Group parcel is approximately 42 acres.

The current zoning is Rural Residential, which is intended for use in a rural or semi-rural environment. *LDC §6.05.02.*

When the Property was first zoned years ago, the area was probably classified correctly as semi-rural. The area along Blue Angel Parkway from Highway 98 south to NAS is not semi-rural today.

Rural Residential zoning provides only for a single-family residential use at a maximum density of 2 DU/acre, but with a minimum lot size of one-half acre. *LDC §6.05.02.*

Approximately 25 of the Property's 42 acres are wetlands.

Approximately 25 of the Property's 42 acres are in the APZ-1 overlay zone. This overlay zone restricts use of the Property within APZ-1 to 1 DU/2.5 acres, with a minimum lot size of 2.5 acres.

The Rural Residential zone allows neither clustering to avoid environmentally sensitive areas, nor any form of multifamily housing.

The Property is "split" by the AIPD-1 and AIPD-2 overlay zones. However, this is not split zoning, as these are not zoning districts; simply overlays that restrict how the Property is used.

In order to make an economically viable use of the Property, while avoiding adverse impact to environmentally sensitive areas, the owner needs a zoning district that is compatible with other uses in the area, allows clustering to avoid sensitive areas, does not include a minimum lot size, allows at least a limited multifamily use, and provides reasonable density. In order to comply with the minimum density restriction of 2 DU/acre imposed by Comprehensive Plan Policy FLU 1.3.1, the zoning district needs to authorize density of at least 2 DU/acre.

The current R-R district may provide reasonable density (84 units), but these are "phantom" units because of the R-R minimum lot size, the APZ-1 minimum lot size restriction, and the lack of ability to use clustering to avoid impact to environmentally sensitive areas.

LDC §11.02.03 provides that rezoning in the AIPD-2 overlay zone is allowed only to a zoning district that allows 3 DU/acre or less. The LDC lists only three district that can meet the requirement: AMU-1, AMU-2 and V-2A.

V-2A allows density of 3 DU/acre, but does not allow clustering. While there is no minimum lot size, the district does require a minimum lot width at the front building line, **and more importantly, limits the use to single-family, with no commercial component.**

AMU-1 is intended solely for use in the AIPD-1 overlay zone, and allows up to 3 DU/acre within those AIPD-1 areas that are not restricted to a density of less than 3 DU/acre. AMU-1 **prohibits** clustering explicitly. *LDC §6.05.03.D.4. No multifamily use is allowed.* Lot sizes are absolute. The net impact of AMU-1 on the Property would be to allow fewer units of density than R-R.

AMU-2 is the appropriate zoning district for the Property. It allows somewhat higher maximum density than allowed by R-R (3 versus 2 DU/acre), but more importantly, it eliminates minimum lot sizes. It allows **multifamily structures of up to 3 family units** in the AIPD-2 overlay. Actual use within the AIPD-1/APZ-1 overlay is still restricted to a maximum density of 1 DU/2.5 acres. AMU-2's most important feature is that clustering to avoid environmentally sensitive areas and the APZ-1 district is encouraged.

The AMU-2 zoning district is entirely consistent with the Comprehensive Plan direction in *Policy CON 1.3.8 Density Clustering*, which requires that: *"Escambia County **shall include density clustering provisions in the LDC to avoid development in environmentally sensitive areas, and Airfield Influence Planning Districts (AIPD) whenever feasible.**"* Escambia County has provided only one zoning district that complies with this mandate. AMU-2 satisfies this mandate; AMU-1 does not; and V-2A does not.

FLU Policy 4.1.2.B.5 provides that the county will not support a rezoning that results in increased residential densities in excess of JLUS recommendations. The JLUS recommendation is a maximum of 3 DU/acre, with additional limitations in the APZ-1 overlay. The overlay prohibits actual development beyond 1 DU/acre on minimum sized lots of 2.5 acres, but promotes the transfer of density within the same property to an area outside of the AIPD-1 and APZ-1 overlays.

The Navy's concern about "split zoning"

The Navy's memo expresses a concern about "Split Zoning." While the Property is split by two overlay zones, this is NOT split zoning.

The overlay zones are NOT zoning districts. The zoning district provides the maximum potential density for Property; the overlay zones restrict the use of the maximum potential density by restrictions imposed by the overlay zones.

The Knowhow Group property is a parcel split by two overlay zones. The LDC specifically addresses this situation in LDC §11.02.01.B.4, which provides that: ***"Split parcels. For purposes of regulating parcels split by the AIPD lines, only that portion of a parcel that falls within the AIPD shall be subject to the conditions of the AIPD."***

The Property should be placed in one zoning district; not two.

The zoning district controls the maximum potential density; the overlay zones simply limit how the density can be used within the AIPD-1 and APZ-1 overlays.

The Property includes so many acres within the AIPD-1 overlay, and so many acres of environmentally sensitive wetlands, that the only means by which the Property can be developed economically is by the use of clustering to avoid placing dwelling units in the APZ-1 overlay zone, and to avoid the wetlands.

AMU-2 is the ONLY zoning district that allows clustering, and is zoning district created specifically to address this issue in the AIPD overlay zones. A key component of this clustering is the limited ability to have multifamily structures that can include 3 units.

A0996213.DOC



Austin Wood
 **Apartments**
850-492-3130
"The Friendliest Place Around"





















DESIGNATED BY:
2010 LEGISLATURE OF FL

PHS INTERNATIONAL
BACCALAUREATE
PROGRAM

WAFFLE
HOUSE

RENTO PLAZA

BWAY
ADVANCE AMERICA
CASH ADVANCE
CLUB 24/7
LARTAS
DOLLAR STORE
SHEY'S
LIQUORS
CUTS by US
TAX SERVICES

WAFFLE
HOUSE

















Applicant's Exhibit A

Search Owners Name | Site Address | Parcel Number | Find Address | Print



Results

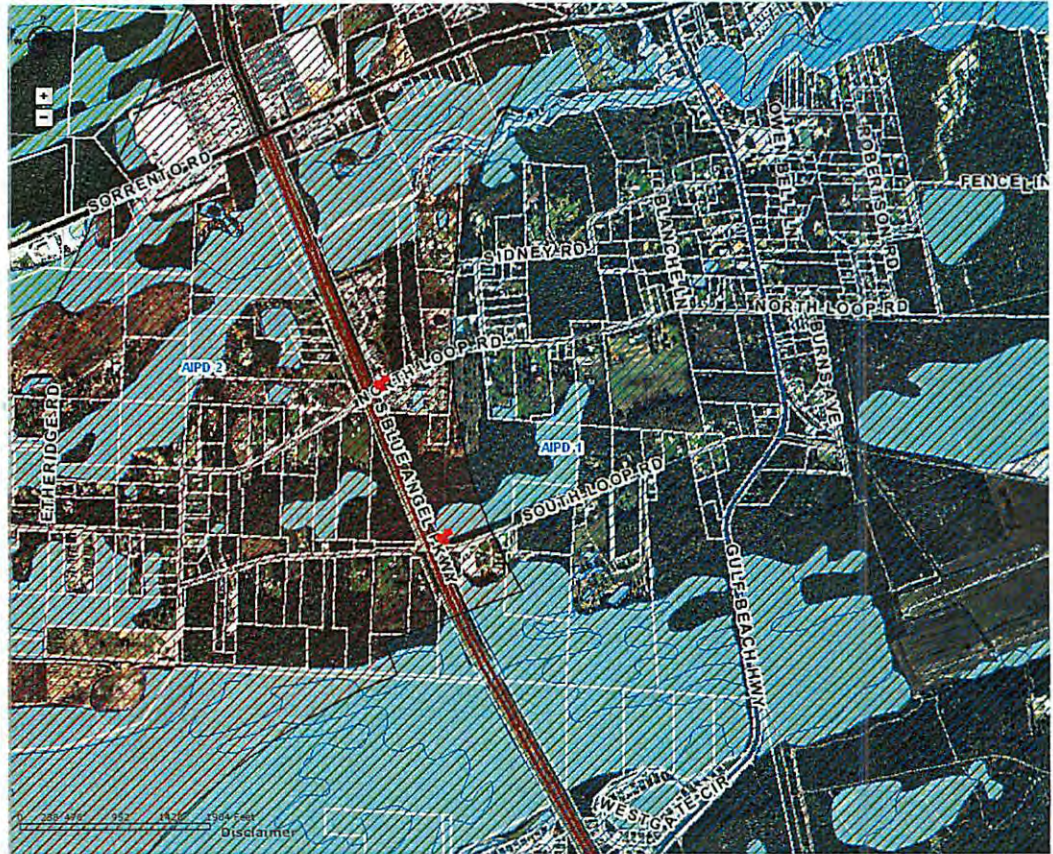
Map Contents

Layers

- ☐ CRA DISTRICTS
- ☐ CRA OVERLAY
- ☐ SCENIC HWY OVERLAYS
- ☐ ENHANCED NEIGHBORHOOD
- ☐ APZ
- ☒ AIPDS
- ☐ AICUZ NOISE CONTOURS
- ☐ PENSACOLA REGIONAL AIRP
- ☐ PENSACOLA REGIONAL AIRP
- ☐ PENSACOLA REGIONAL AIRP
- ☐ PENSACOLA REGIONAL AIRP
- ☐ STREETS
- ☒ MAJOR ROADS
- ☐ RAILROAD
- ☐ CONTOURS
- ☒ PARCELS
- ☐ ZONING
- ☐ COMMISSIONER DISTRICTS
- ☐ FUTURE LAND USE 2030
- ☐ DSAP OVERLAY
- ☐ BEACH MOUSE CRITICAL HA
- ☐ USGS BASINS
- ☐ SURFACE WATER POLY
- ☐ EVACUATION ZONES
- ☒ WETLANDS
- ☐ HYDRIC SOILS
- ☐ SOILS

Scale: 0 100 200 300 400 500 Feet

Disclaimer



Sauer Exhibit A
1/9/12



Development Services Department

Building Inspections Division

3363 West Park Place
Pensacola, Florida, 32505
(850) 595-3550
Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **545459**

Date Issued. : 12/02/2011

Cashier ID : DAROSE

Application No. : PRZ111200019

Project Name : Z-2012-01

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check	2094	\$1,050.00	App ID : PRZ111200019
		\$1,050.00	Total Check

Received From : KNOWHOW GROUP USA INC

Total Receipt Amount : **\$1,050.00**

Change Due : \$0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ111200019	638758	1,050.00	\$0.00	9869 N LOOP RD, PENSACOLA, FL, 32507

Total Amount :

1,050.00

\$0.00

Balance Due on this/these
Application(s) as of 12/21/2011



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: 3/12/2012

Rezoning Quasi-judicial Hearing

Rezoning Case #: 2-2012-01

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

☒ In Favor ☐ Against

*Name: Jesse W. Rigby (Clark Partington Mart)

*Address: 125 W. Romana St.
Suite 800 *City, State, Zip: Pensacola ~~32506~~ 32502

Email Address: jrigby@cphlaw.com Phone: 434-3282

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.

BCC split zoning
Navy concerns

split zoning - Horace
changed conditions?

01/2012



BOARD OF COUNTY COMMISSIONERS
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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 3-12-12

Rezoning Quasi-judicial Hearing

Rezoning Case #: 3-2012-01

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

 In Favor X Against

*Name: John Roberts

*Address: 9731 Sidney Rd *City, State, Zip: 32507

Email Address: johnroberts321@ATT.NET Phone: 850-723-3252

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: 3/12/12

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2012-01

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against _____

*Name: JEFF SAUER

*Address: 9870 NORTH LOOK ROAD *City, State, Zip: PENSACOLA, FL 32507

Email Address: JTSAUER@BELLSOUTH.NET Phone: 434-2761

Please indicate if you:

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ESCAMBIA COUNTY, FLORIDA

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 3/12/12

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2012-001

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Brenda Sauer

*Address: 9870 N. Loop Rd. *City, State, Zip: Pensacola FL 32507

Email Address: brenda.sauer@yahoo.com Phone: 748-2272

Please indicate if you:

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ESCAMBIA COUNTY, FLORIDA

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(850) 595-3481 - FAX
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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 5-12-12

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2012-01

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

☒ In Favor ☐ Against

*Name: JAMES HINSON

*Address: 9869 N. LOUF ROAD *City, State, Zip: PENSACOLA FL 32507

Email Address: JMH1213@AOL.COM Phone: 850 450 7492

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 3/12/12

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2012-01

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ☒ Against

*Name: KURT BURGE

*Address: 9550 N LOOP RD *City, State, Zip: PENSACOLA, FL 32507

Email Address: krbuge@bellsouth.net Phone: 850-492-8548

Please indicate if you:

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

All items with an asterisk * are required.

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6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.



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ESCAMBIA COUNTY, FLORIDA

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Escambia County Planning Board

Public Hearing Speaker Request Form

Please Print Clearly

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2012-01

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

X In Favor _____ Against

*Name: Jesse W. Rigby (Attorney/agent)
Clark Partington Mont

*Address: 125 W. Romana St. *City, State, Zip: PU - 32502
Suite 800, De.

Email Address: jrigby@cph-law.com Phone: 434-3282

Please indicate if you:

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Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2012-01

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

X In Favor _____ Against

*Name: JAMES HINSON

(owner/applicant)

*Address: 9869 N. LOOP ROAD

*City, State, Zip: PENSACOLA

Email Address: JMH1213@AOL.COM

Phone: 850 492 3490

Please indicate if you:

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Z-2012-01
Rezoning Quasi-judicial Hearing

Rezoning Case #: ~~Z-2011-17~~

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Thomas Brown, Jr

*Address: 3363 West Park PL *City, State, Zip: 32505

Email Address: _____ Phone: _____

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Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2012-01

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ☒ Against

*Name: JEFF SAUER

*Address: 9870 NORTH LOOP ROAD *City, State, Zip: PENSACOLA, FL 32507

Email Address: JTSAUER@BELLSOUTH.NET Phone: 434-2761

Please indicate if you:

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Rezoning Quasi-judicial Hearing

Rezoning Case #: 2-2012-01

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Dot Hamilton

*Address: 9765 N. Loop Rd *City, State, Zip: Pensacola FL 32507

Email Address: franklinhamilton@bellsouth.net Phone: 492-1316

Please indicate if you:

- ☒ would like to be notified of any further action related to the public hearing item.
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Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2012-01

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Brenda Sauer

*Address: 9870 N. Loop Rd. *City, State, Zip: Pensacola FL 32507

Email Address: brendasauer@yahoo.com Phone: 748-2272

Please indicate if you:

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Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2012-01

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: William E. Roloph

*Address: 9850 Nth Loop RD *City, State, Zip: PENSACOLA FL 32507

Email Address: croloph@cox.net Phone: 850 492-8450

Please indicate if you:

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Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2012-01

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: John D. Roberts

*Address: 9731 Sidney Road *City, State, Zip: Pensacola 32507

Email Address: _____ Phone: 850-723-3252

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Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2012-01

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: CAROL ROLOPH

*Address: 9850 N. LOOP RD *City, State, Zip: PENNSA, FL 32507

Email Address: croloph@cox.net Phone: 850-492-8450

Please indicate if you:

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Rezoning Case #: Z-2012-01

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Alto Brown

*Address: 9615 N. Loop

*City, State, Zip: PEN. FL 32507

Email Address: _____

Phone: 492-7502

Please indicate if you:

☐

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

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Rezoning Case #: 2012-01

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: JERRY + MARY SKATOS

*Address: 9845 W. Loop Rd *City, State, Zip: Pensacola FLA 32507

Email Address: JerrySkatos@aol.com Phone: 850 492 0021

Please indicate if you:

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Rezoning Application
Knowhow Group USA, Inc
James C. Hinson, Jr.

January 9, 2012

Applicants' Key Points

General Comments

APZ-1, APZ-2, AIPD-1 and AIPD-2 are NOT zoning districts, but are overlay zones that impose additional restrictions on the use of property.

Property derives its maximum potential residential density from a combination of the Future Land Use category and zoning district assigned to the property. The overlay zones, as well as other development restrictions, limit the number of residential units that can be placed on the property, in addition to maximum density imposed by the relevant zoning district.

The Property is in the Mixed-Use Suburban (MU-S) FLU category. This category imposes both a **minimum (2 DU/acre)** and a **maximum (10 DU/acre)** limit on residential density. *Policy FLU 1.3.1.*

The Knowhow Group parcel is approximately 42 acres.

The current zoning is Rural Residential, which is intended for use in a rural or semi-rural environment. *LDC §6.05.02.*

When the Property was first zoned years ago, the area was probably classified correctly as semi-rural. The area along Blue Angel Parkway from Highway 98 south to NAS is not semi-rural today.

Rural Residential zoning provides only for a single-family residential use at a maximum density of 2 DU/acre, but with a minimum lot size of one-half acre. *LDC §6.05.02.*

Approximately 25 of the Property's 42 acres are wetlands.

Approximately 25 of the Property's 42 acres are in the APZ-1 overlay zone. This overlay zone restricts use of the Property within APZ-1 to 1 DU/2.5 acres, with a minimum lot size of 2.5 acres.

The Rural Residential zone allows neither clustering to avoid environmentally sensitive areas, nor any form of multifamily housing.

The Property is "split" by the AIPD-1 and AIPD-2 overlay zones. However, this is not split zoning, as these are not zoning districts; simply overlays that restrict how the Property is used.

In order to make an economically viable use of the Property, while avoiding adverse impact to environmentally sensitive areas, the owner needs a zoning district that is compatible with other uses in the area, allows clustering to avoid sensitive areas, does not include a minimum lot size, allows at least a limited multifamily use, and provides reasonable density. In order to comply with the minimum density restriction of 2 DU/acre imposed by Comprehensive Plan Policy FLU 1.3.1, the zoning district needs to authorize density of at least 2 DU/acre.

The current R-R district may provide reasonable density (84 units), but these are "phantom" units because of the R-R minimum lot size, the APZ-1 minimum lot size restriction, and the lack of ability to use clustering to avoid impact to environmentally sensitive areas.

LDC §11.02.03 provides that rezoning in the AIPD-2 overlay zone is allowed only to a zoning district that allows 3 DU/acre or less. The LDC lists only three district that can meet the requirement: AMU-1, AMU-2 and V-2A.

V-2A allows density of 3 DU/acre, but does not allow clustering. While there is no minimum lot size, the district does require a minimum lot width at the front building line, **and more importantly, limits the use to single-family, with no commercial component.**

AMU-1 is intended solely for use in the AIPD-1 overlay zone, and allows up to 3 DU/acre within those AIPD-1 areas that are not restricted to a density of less than 3 DU/acre. AMU-1 **prohibits** clustering explicitly. *LDC §6.05.03.D.4. No multifamily use is allowed.* Lot sizes are absolute. The net impact of AMU-1 on the Property would be to allow fewer units of density than R-R.

AMU-2 is the appropriate zoning district for the Property. It allows somewhat higher maximum density than allowed by R-R (3 versus 2 DU/acre), but more importantly, it eliminates minimum lot sizes. It allows **multifamily structures of up to 3 family units** in the AIPD-2 overlay. Actual use within the AIPD-1/APZ-1 overlay is still restricted to a maximum density of 1 DU/2.5 acres. AMU-2's most important feature is that clustering to avoid environmentally sensitive areas and the APZ-1 district is encouraged.

The AMU-2 zoning district is entirely consistent with the Comprehensive Plan direction in *Policy CON 1.3.8 Density Clustering*, which requires that: "*Escambia County shall include density clustering provisions in the LDC to avoid development in environmentally sensitive areas, and Airfield Influence Planning Districts (AIPD) whenever feasible.*" Escambia County has provided only one zoning district that complies with this mandate. AMU-2 satisfies this mandate; AMU-1 does not; and V-2A does not.

FLU Policy 4.1.2.B.5 provides that the county will not support a rezoning that results in increased residential densities in excess of JLUS recommendations. The JLUS recommendation is a maximum of 3 DU/acre, with additional limitations in the APZ-1 overlay. The overlay prohibits actual development beyond 1 DU/acre on minimum sized lots of 2.5 acres, but promotes the transfer of density within the same property to an area outside of the AIPD-1 and APZ-1 overlays.

The Navy's concern about "split zoning"

The Navy's memo expresses a concern about "Split Zoning." While the Property is split by two overlay zones, this is NOT split zoning.

The overlay zones are NOT zoning districts. The zoning district provides the maximum potential density for Property; the overlay zones restrict the use of the maximum potential density by restrictions imposed by the overlay zones.

The Knowhow Group property is a parcel split by two overlay zones. The LDC specifically addresses this situation in LDC §11.02.01.B.4, which provides that: ***"Split parcels. For purposes of regulating parcels split by the AIPD lines, only that portion of a parcel that falls within the AIPD shall be subject to the conditions of the AIPD."***

The Property should be placed in one zoning district; not two.

The zoning district controls the maximum potential density; the overlay zones simply limit how the density can be used within the AIPD-1 and APZ-1 overlays.

The Property includes so many acres within the AIPD-1 overlay, and so many acres of environmentally sensitive wetlands, that the only means by which the Property can be developed economically is by the use of clustering to avoid placing dwelling units in the APZ-1 overlay zone, and to avoid the wetlands.

AMU-2 is the ONLY zoning district that allows clustering, and is zoning district created specifically to address this issue in the AIPD overlay zones. A key component of this clustering is the limited ability to have multifamily structures that can include 3 units.

A0996213.DOC

RESUME OF THE REGULAR BCC MEETING – Continued

GROWTH MANAGEMENT REPORT – T. Lloyd Kerr, Director, Development Services Department

I. PUBLIC HEARINGS

1. Recommendation: That the Board take the following action concerning Rezoning Cases Z-2012-01, Z-2012-02, and Z-2012-03, heard by the Planning Board (PB) on March 12, 2012, and Rezoning Cases Z-2012-04, Z-2012-05, Z-2012-06, and Z-2012-07 heard by the Planning Board on April 9, 2012:

A. Drop Rezoning Case Z-2012-02;

Approved 5-0

B. Review and either adopt, modify, overturn, or remand to the Planning Board (PB), the Planning Board's recommendation; and

C. Authorize the Chairman to sign the Order of the Escambia County Board of County Commissioners for the Rezoning Case that was reviewed, as follows:

(1) Case Number:	Z-2012-01
Location:	9869 North Loop Road
Property Reference Numbers:	13-3S-31-7101-000-001 and 14-3S-31-2101-000-000
Property Size:	43.4 (+/-) acres
From:	RR, Rural Residential District (cumulative), Low Density
To:	AMU-2, Airfield Mixed Use-2 District (cumulative to AMU-1 only)
FLU Category:	MU-S, Mixed Use-Suburban
Commissioner District:	2
Requested by:	Jesse W. Rigby, Agent for James Hinson, Jr.
PB Recommendation:	Denial

Approved 5-0 to adopt the PB recommendation and deny AMU-2

Speaker(s):

Jesse W. Rigby
Kurt Burge

(Continued on Page 16)

5/3/2012 GMR I-C(1)

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

**ORDER OF THE ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS**

The requested rezoning for:

Case No.:	Z-2012-01
Location:	9869 North Loop Road
Property Reference No.:	13-3S-31-7101-000-001, 14-3S-31-2101-000-000,
Property Size:	43.4 (+/-) acres
From:	RR, Rural Residential District, (cumulative) Low Density
To:	AMU-2, Airfield Mixed Use-2 District (cumulative to AMU-1 only)
FLU Category:	MU-S, Mixed Use-Suburban

Not Agenda Backup
5/9/2012 - D Harris

is hereby DENIED this 3rd, day of May, 2012.

ESCAMBIA COUNTY, FLORIDA
by and through its duly authorized
Board of County Commissioners



Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court




Doris Harris
Deputy Clerk

This document approved as to form
and legal sufficiency.

By 
Title Asst. County Attorney
Date May 8, 2012

Date Executed

May 9, 2012

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

KNOWHOW GROUP USA, INC. and JAMES
C. HINSON, JR.

Plaintiffs,

VS.

Case No.: 2012-CA-1355

ESCAMBIA COUNTY, acting by and through its BOARD
OF COUNTY COMMISSIONERS,

Defendant,

JEFFREY T. SAUER and BRENDA S. SAUER,

Intervenors/Defendants.

SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by and between the parties to this case for the purpose of settling all issues raised in the complaint and answers filed with the court.

Escambia County ("County"), acting through its staff and County Attorney, will recommend to the Board of County Commissioners ("BOCC") that a quasi-judicial rezoning hearing be publicly noticed and conducted for the purpose of considering the rezoning of that portion of the properties owned by Knowhow Group USA, Inc. and James C. Hinson, Jr. (the "Property") that is within the AIPD-2 overlay district. For specificity and clarity, the rezoning request to be considered by the BOCC will be to change the zoning district from R-R to AMU-2 for that portion of the Property that falls within the AIPD-2 overlay district. The rezoning application will not address the portion of the Property that falls within the AIPD-1 overlay district. The County Attorney and appropriate staff members will recommend that the BOCC approve this rezoning request. The property owner will not request that the zoning of the Property within the AIPD-1 district be changed; i.e., it will continue to be zoned R-R.

Plaintiffs will voluntarily dismiss this action with prejudice if the portion of the Property described above, and lying within the AIPD-2 overlay district, is rezoned to AMU-2. The dismissal will be joined in by the Defendant and Intervenor, with each party to bear their own attorneys fees and litigation costs. This dismissal will not be filed until the latter of the expiration of the date that any person may file a petition for writ of certiorari or other appropriate

legal action to challenge the BOCC decision (i.e., a "legal challenge"), or if a legal challenge is filed, until the legal challenge is finally resolved.

In conjunction with the dismissal of this action, the parties for themselves and their successors and assigns release each of the other parties from any claim arising out of or on account of the denial of the rezoning pertaining to the Property, including any claims for damages, losses or expenses of any kind, nature and character whatsoever resulting directly or indirectly from any and all matters and things embraced in the claim^s or relating to this lawsuit that has been brought or which could have been brought at the time the lawsuit was filed and up until the date of the dismissal of this action. CUP
JAB

James C. Hinson, Jr., represents and warrants that he has the authority to sign on behalf of Knowhow Group USA, Inc., and that this Agreement is binding upon said entity.



James C. Hinson, Jr.

Date: January 15, 2014



Knowhow Group USA, Inc.

By: James C. Hinson, Jr.

Its: Director; Treasurer

Date: January 15, 2014



Charles V. Peppler

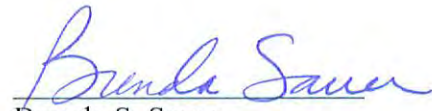
Deputy County Attorney
Escambia County

Date: January 15, 2014



Jeffrey T. Sauer

Date: January 15, 2014



Brenda S. Sauer

January 15, 2014



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5730

Growth Management Report 9. 2.

BCC Regular Meeting

Public Hearing

Meeting Date: 03/06/2014

Issue: 5:45 p.m. - A 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 February 4, 2014, January 9, 2012 and March 12, 2012; and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning cases Z-2014-01 and Z-2014-02 were heard by the Planning Board on February 4, 2014. Rezoning Case Z-2012-01 was heard by the Planning Board on January 9, 2012 and March 12, 2012. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning cases. The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

This Ordinance is coordinated with the County Attorney's Office, the Development Services Department and interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance

ORDINANCE NUMBER 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-2014-01**
Address: 400 S Fairfield Dr
Property Reference No.: 20-2S-31-3101-000-003
Property Size: 0.36 (+/-) acres
From: R-1, Single-Family District, Low Density (4 du/acre)
To: R-6, Neighborhood Commercial and Residential District, (cumulative) High Density (25 du/acre)
FLU Category: MU-S, Mixed-Use Suburban

Case No.: **Z-2014-02**
Address: 8400 Cove Ave
Property Reference No.: 10-1S-30-1101-090-006
Property Size: 1.26 (+/-) acres
From: R-3, One-Family and Two-Family District, (cumulative) Medium Density (10 du/acre)
To: R-5, Urban Residential/Limited Office District, (cumulative) High Density (20 du/acre)
FLU Category: MU-U, Mixed-Use Urban

Case No.:	Z-2012-01
Address:	9869 N Loop Rd
Property Reference No.:	13-3S-31-7101-000-001 14-3S-31-2101-000-000
Property Size:	43.4 (+/-) acres
From:	R-R, Rural Residential District (cumulative) Low Density
To:	AMU-2, Airfield Mixed Use-2 District (cumulative to AMU-1 only)
FLU Category:	MU-S, Mixed-Use Suburban

Section 2. Severability.

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

Section 3. Inclusion in Code.

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

Section 4. Effective Date.

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

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____ day of _____, 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:



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5731

Growth Management Report 9. 1.

BCC Regular Meeting

Consent

Meeting Date: 03/06/2014

Issue: Schedule of Public Hearings

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

April 3, 2014

A. 5:45 p.m.-A Public Hearing to amend the official Zoning Map to include the following Rezoning Cases heard by the Planning Board on March 4, 2014.

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

Address: 12511 Lillian Hwy

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

Property Size: 3.26 (+/-) acres

From: R-4, Multiple-Family District (cumulative) medium high density (18 du/acre)

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

FLU Category: MU-S, Mixed-Use Suburban

Commissioner 1

District:

Requested by: Jesse W. Rigby, Agent for Bobby Gene and Sally Lynn Reynolds, Owners

Case No.: **Z-2014-03**

Address: End of Stone Blvd

Property Reference 14-1N-31-1001-011-002
No.:

Property Size: 14.67 (+/-) acres

From: ID-CP, Commerce Park, District (cumulative)

To: ID-2, General Industrial District (noncumulative)

FLU Category: MU-S, Mixed-Use Suburban

Commissioner 5
District:
Requested by: Bill Newlon, Agent for Black Gold of Northwest Florida, LLC, Owner

Case No.: Z-2014-04

Address: 12501 Lillian Hwy
Property Reference No.: 02-2S-32-6000-002-002
Property Size: .77 (+/-) acres
From: R-4, Multiple-Family District (cumulative) Medium High Density (18 du/acre)
To: R-6, Neighborhood Commercial and Residential District (cumulative) High Density (25 du/acre)
FLU Category: MU-U, Mixed-Use Urban
Commissioner District: 1
Requested by: Ronald D. Bailey, Trustee for Ronald D. Bailey Trust

Case No.: Z-2014-05

Address: 6841 Kemp Rd
Property Reference No.: 24-1S-30-1600-000-001
Property Size: 9.38 (+/-) acres
From: R-5, Urban Residential/Limited Office District, (cumulative) High Density (20 du/acre)
To: C-2, General Commercial and Light Manufacturing District (cumulative) (25 du/acre)
FLU Category: MU-U, Mixed-Use Urban
Commissioner District: 3
Requested by: T. Heath Jenkins, Agent for Rodney Sutton, Owner

B. 5:46 p.m. - A Public Hearing - LSA-2014-01 Stone Blvd

C. 5:47 p.m. - A Public Hearing - SSA-2014-01 6841 Kemp Rd

D. 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Escambia County Comprehensive Plan 2030



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5721

County Administrator's Report 9. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 03/06/2014

Issue: Federal Transit Administration (FTA) FY 2014 Annual Certifications and Assurances for Escambia County Area Transit (ECAT)

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Federal Transit Administration Fiscal Year 2014 Annual Certifications and Assurances for Escambia County Area Transit - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Federal Transit Administration (FTA) Fiscal Year 2014 Annual Certifications and Assurances for Escambia County Area Transit (ECAT):

- A. Approve and authorize the Chairman to sign the FTA Fiscal Year 2014 Certifications and Assurances for the Federal Transit Administration Assistance Programs;
- B. Ratify the County Attorney's signature, dated February 11, 2014, as the Affirmation of Applicant's Attorney on the FTA Fiscal Year 2014 Certifications and Assurances for the Federal Transit Administration Assistance Programs; and
- C. Authorize ECAT to file the Certifications and Assurances electronically, as required, using the Federal personal passwords of the Chairman and County Attorney.

In 1998, the FTA instituted the requirement that all Grant applications and Grant Management Reports be submitted electronically via the Transportation Electronic Award and Management (TEAM) System. Additionally, since 1996, the list of Certifications and Assurances must be filed electronically prior to the filing of the Grant application. These Certifications and Assurances provide a basis for all financial, administrative, and accounting Agreements between the FTA and the grantee. Under the current FTA Authorization Act, entitled Moving Ahead for Progress in the 21st Century (MAP-21), Escambia County will receive an approximate \$3,000,000 apportionment in Fiscal Year 2014 Federal Funding for mass transit.

The Chairman and the County Attorney must obtain passwords and PIN codes by contacting Richelle Gosman, Federal Transit Administration (FTA), at (404) 865-5478 or by email at richelle.gosman@dot.gov.

BACKGROUND:

In 1998, the FTA instituted the requirement that all Grant applications and Grant Management Reports be submitted electronically via the Transportation Electronic Award and Management (TEAM) System. Additionally, since 1996, the list of Certifications and Assurances must be filed electronically prior to the filing of the Grant application. These Certifications and Assurances provide a basis for all financial, administrative, and accounting Agreements between the FTA and the grantee. Under the current FTA Authorization Act, entitled Moving Ahead for Progress in the 21st Century (MAP-21), Escambia County will receive an approximate \$3,000,000 apportionment in Fiscal Year 2014 Federal Funding for mass transit.

The Chairman and the County Attorney must obtain passwords and PIN codes by contacting Richelle Gosman, Federal Transit Administration (FTA), at (404) 865-5478 or by email at richelle.gosman@dot.gov.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and signed off on the Certifications and Assurances.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The FTA requires the execution of these Certifications and Assurances prior to filing all grant applications for mass transit funding.

IMPLEMENTATION/COORDINATION:

ECAT and the Transportation & Traffic Operations Division will continue to coordinate with the FTA on all matters regarding these Certifications and Assurances.

Attachments

Certifications and Assurances

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

PREFACE

Except as the Federal Transit Administration (FTA or We) determines otherwise in writing, before FTA may award Federal transit assistance (funding or funds) to support a public transportation Project, an Authorized Representative (You) of the Project sponsor (Applicant) must select certain Certifications and Assurances required by Federal law or regulation. The Authorized Representative must be duly authorized by the Applicant to, among other things, sign these Certifications and Assurances and bind the Applicant's compliance. You, as the Authorized Representative, must select all Certifications and Assurances required of your Applicant (or it) to support its applications for FTA funding during Federal fiscal year (FY) 2014.

We request that you read each Certification and Assurance and select those that will apply to all Projects for which your Applicant might seek FTA funding. As required by Federal law and regulation, only if you select adequate Certifications and Assurances on your Applicant's behalf, may FTA award Federal funding for its Project.

We have consolidated our Certifications and Assurances into twenty-four (24) Groups. At a minimum, you must select the Assurances in Group 01 on your Applicant's behalf. If your Applicant requests more than \$100,000, you must also select the "Lobbying" Certification in Group 02, unless it is an Indian tribe or organization or a tribal organization. Depending on the nature of your Applicant and its Project, you may also need to select some Certifications and Assurances in Groups 03 through 24. However, instead of selecting individual Groups of Certifications and Assurances, you may make a single selection that will encompass all twenty-four (24) Groups of Certifications and Assurances that apply to all our programs.

FTA, your Applicant, and you understand and agree that not every provision of these twenty-four (24) Groups of Certifications and Assurances will apply to every Applicant or every Project FTA funds even if you make a single selection encompassing all twenty-four (24) Groups. Nor will every provision of all Certifications and Assurances within a single Group apply if that provision does not apply to your Applicant or its Project. The type of Project and Applicant will determine which Certifications and Assurances apply.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant(s) to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

If your Applicant is a team, a consortium, a joint venture, or a partnership, it understands and agrees that you must identify the activities each member will perform and the extent to which each member will be responsible for compliance with the

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

Certifications and Assurances you select on its behalf, except as FTA determines otherwise in writing.

It is important that your Applicant and You also understand that these Certifications and Assurances are pre-award requirements, generally imposed by Federal law or regulation, and do not include all Federal requirements that may apply to it or its Project. Our FTA Master Agreement MA(20) for Federal FY 2014, available at <http://www.fta.dot.gov>, contains a list of most of those requirements.

We expect You to submit your Applicant's FY 2014 Certifications and Assurances and its applications for funding in TEAM-Web. You must be registered in TEAM-Web to submit the FTA FY 2014 Certifications and Assurances on its behalf. The TEAM-Web "Recipients" option at the "Cert's & Assurances" tab of the "View/Modify Recipients" page contains fields for selecting among the twenty-four (24) Groups of Certifications and Assurances and a designated field for selecting all twenty-four (24) Groups of Certifications and Assurances. If FTA agrees that you cannot submit your Applicant's FY 2014 Certifications and Assurances electronically, you must submit the Signature Page(s) in Appendix A of this Notice, as FTA directs, marked to show the Groups of Certifications and Assurances it is submitting.

Be aware that these Certifications and Assurances have been prepared in light of:

- *FTA's latest authorization legislation, Moving Ahead for Progress in the 21st Century Act (MAP-21), Pub. L. 112-141, June 6, 2012,*
- *The Continuing Appropriations Act, 2014, Pub. L. 113-46, October 17, 2013,*
- *The Consolidated and Further Continuing Appropriations Act, 2013, Pub. L. 113-6, March 26, 2013,*
- *The Continuing Appropriations Resolution, 2013 (CR), Pub. L. 112-175, September 28, 2012, and*
- *FTA's authorizing legislation in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply.*

With certain exceptions, Projects financed in FY 2014 with funds appropriated or made available for FY 2012 or a previous fiscal year must be in compliance with the requirements for that type of Project in effect during the fiscal year for which the funding was derived, except as superseded by MAP-21 cross-cutting requirements that apply.

GROUP 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.

Before FTA may provide funding for your Applicant's Project, in addition to any other Certifications and Assurances that you must select on behalf of your Applicant, you must also select the Certifications and Assurances in Group 01, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications and Assurances in Group 01 that does not apply will not be enforced.

1.A. Assurance of Authority of the Applicant and Its Authorized Representative.

You certify that both you, as your Applicant's Authorized Representative, and your Applicant's attorney, who is authorized to represent the Applicant in legal matters, who sign these Certifications, Assurances, and Agreements, may undertake the following activities on its behalf, in compliance with applicable State, local, or Indian tribal laws and regulations, and its by-laws or internal rules:

1. Execute and file its application for Federal funds,
2. Execute and file its Certifications, Assurances, and Agreements binding its compliance,
3. Execute Grant Agreements or Cooperative Agreements, or both, with FTA,
4. Comply with applicable Federal laws and regulations, and
5. Follow applicable Federal guidance.

1.B. Standard Assurances.

On behalf of your Applicant, you assure that it understands and agrees to the following:

1. It will comply with all applicable Federal statutes and regulations to carry out any FTA funded Project,
2. It is under a continuing obligation to comply with the terms and conditions of the FTA Grant Agreement or Cooperative Agreement for its Project, including the FTA Master Agreement incorporated by reference and made part of the latest amendment to that Grant Agreement or Cooperative Agreement,
3. It recognizes that Federal laws and regulations may be amended from time to time and those amendments may affect Project implementation,
4. It understands that Presidential executive orders and Federal guidance, including Federal policies and program guidance, may be issued concerning matters affecting it or its Project,
5. It agrees that the most recent Federal laws, regulations, and guidance will apply to its Project, except as FTA determines otherwise in writing,
6. In light of recent FTA legislation applicable to FTA, except as FTA determines otherwise in writing, it agrees that requirements for FTA programs may vary depending on the fiscal year for which the funding for those programs was appropriated:
 - a. In some instances, FTA has determined that Federal statutory or regulatory

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

program and eligibility requirements for FY 2012 or a specific previous fiscal year, except as superseded by applicable MAP-21 cross-cutting requirements, apply to:

- (1) New grants and cooperative agreements, and
- (2) New amendments to grants and cooperative agreements that:
 - (a) Have been awarded Federal funds appropriated or made available for FY 2012 or the previous fiscal year, or
 - (b) May be awarded Federal funds appropriated or made available for FY 2012 or the previous fiscal year, but
- b. In other instances, FTA has determined that MAP-21 will apply to the Federal funds appropriated or made available for FY 2012 or a previous fiscal year, and
- c. For all FTA funded Projects, the following MAP-21 cross-cutting requirements supersede conflicting provisions of previous Federal law and regulations:
 - (1) Metropolitan and Statewide and Nonmetropolitan Transportation Planning,
 - (2) Environmental Review Process,
 - (3) Public Transportation Agency Safety Plans,
 - (4) Transit Asset Management Provisions (and Asset Inventory and Condition Reporting),
 - (5) Costs Incurred by Providers of Public Transportation by Vanpool,
 - (6) Revenue Bonds as Local Match,
 - (7) Debt Service Reserve,
 - (8) Government's Share of Cost of Vehicles, Vehicle-Equipment, and Facilities for ADA and Clean Air Act Compliance,
 - (9) Private Sector Participation,
 - (10) Bus Testing,
 - (11) Buy America,
 - (12) Corridor Preservation,
 - (13) Rail Car Procurements,
 - (14) Veterans Preference/Employment,
 - (15) Alcohol and Controlled Substance Testing, and
 - (16) Other provisions as FTA may determine.¹

1.C. Intergovernmental Review Assurance.

(The assurance in Group 01.C does not apply to an Indian tribe, an Indian organization or a tribal organization that applies for funding made available for FTA's Tribal Transit Programs authorized by 49 U.S.C. 5311(c)(1).

As required by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17, on behalf of your Applicant, you assure that your Applicant has

¹ More information about these matters appears in the Federal Transit Administration, "Notice of FTA Transit Program Changes, Authorized Funding Levels and Implementation of the Moving Ahead for Progress in the 21st Century Act (MAP-21) and FTA FY 2013 Apportionments, Allocations, Program Information and Interim Guidance," 77 Fed. Reg. 663670, Oct. 16, 2012.

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

submitted or will submit each application for Federal funding to the appropriate State and local agencies for intergovernmental review, to facilitate compliance with those regulations.

1.D. Nondiscrimination Assurance.

On behalf of your Applicant, you assure that:

1. It will comply with the following laws and regulations so that no person in the United States will be denied the benefits of, or otherwise be subjected to, discrimination in any U.S. DOT or FTA funded program or activity (particularly in the level and quality of transportation services and transportation-related benefits) on the basis of race, color, national origin, religion, sex, disability, or age:
 - a. Federal transit laws, specifically 49 U.S.C. 5332 (prohibiting discrimination on the basis of race, color, religion, national origin, sex, disability, age, employment, or business opportunity),
 - b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d,
 - c. The Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*,
 - d. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*,
 - e. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
 - f. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
 - g. Any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated,
2. It will comply with Federal guidance implementing Federal nondiscrimination laws and regulations, except to the extent FTA determines otherwise in writing,
3. As required by 49 CFR 21.7:
 - a. It will comply with 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 in the manner:
 - (1) It conducts each Project,
 - (2) It undertakes property acquisitions, and
 - (3) It operates its Project facilities, including:
 - (a) Its entire facilities, and
 - (b) Its facilities operated in connection with its Project,
 - b. This assurance applies to its entire Project and to all parts of its facilities, including the facilities it operates to implement its Project,
 - c. It will promptly take the necessary actions to carry out this assurance, including:
 - (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA, and
 - (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request,
 - d. If it transfers FTA funded real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

- (1) While the property is used for the purpose that the Federal funding is extended, and
 - (2) While the property is used for another purpose involving the provision of similar services or benefits,
 - e. The United States has a right to seek judicial enforcement of any matter arising under:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, and
 - (3) This assurance,
 - f. It will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, and
 - (3) Federal transit laws, 49 U.S.C. 5332,
 - g. It will comply with Federal guidance issued to implement Federal nondiscrimination requirements, except as FTA determines otherwise in writing,
 - h. It will extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 to each Third Party Participant, including any:
 - (1) Subrecipient,
 - (2) Transferee,
 - (3) Third Party Contractor or Subcontractor at any tier,
 - (4) Successor in Interest,
 - (5) Lessee, or
 - (6) Other participant in its Project, except FTA and the Applicant (that later becomes the Recipient),
 - i. It will include adequate provisions to extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 to each third party agreement, including each:
 - (1) Subagreement at any tier,
 - (2) Property transfer agreement,
 - (3) Third party contract or subcontract at any tier,
 - (4) Lease, or
 - (5) Participation agreement, and
 - j. The assurances you have made on its behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:
 - (1) Federal funding is extended to its Project,
 - (2) Its Project property is used for a purpose for which the Federal funding is extended,
 - (3) Its Project property is used for a purpose involving the provision of similar services or benefits,
 - (4) It retains ownership or possession of its Project property, or
 - (5) FTA may otherwise determine in writing, and
- 4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR 27.9, and consistent with 49 U.S.C.

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

5307(c)(1)(D)(ii), you assure that:

- a. It will comply with the following prohibitions against discrimination on the basis of disability listed in Group 1.D.4.b below, of which compliance is a condition of approval or extension of any FTA funding awarded to:
 - (1) Construct any facility,
 - (2) Obtain any rolling stock or other equipment,
 - (3) Undertake studies,
 - (4) Conduct research, or
 - (5) Participate in or obtain any benefit from any FTA administered program, and
- b. In any program or activity receiving or benefiting from Federal funding that U.S. DOT administers, no qualified people with a disability will, because of their disability, be:
 - (1) Excluded from participation,
 - (2) Denied benefits, or
 - (3) Otherwise subjected to discrimination.

1.E. Suspension and Debarment Certification.

On behalf of your Applicant, you certify that:

1. It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - (2) Violation of any Federal or State antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a

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- governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 1.E.2.b of this Certification,
- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (1) Equals or exceeds \$25,000,
 - (2) Is for audit services, or
 - (3) Requires the consent of a Federal official, and
 - g. It will require that each covered lower tier contractor and subcontractor:
 - (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - (a) Debarred from participation in its federally funded Project,
 - (b) Suspended from participation in its federally funded Project,
 - (c) Proposed for debarment from participation in its federally funded Project,
 - (d) Declared ineligible to participate in its federally funded Project,
 - (e) Voluntarily excluded from participation in its federally funded Project, or
 - (f) Disqualified from participation in its federally funded Project, and
 - 3. It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group 01.E.

1.F. U.S. OMB Assurances in SF-424B and SF-424D.

The assurances in Group 01.F are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, updated as necessary to reflect changes in Federal laws and regulations.

- 1. *Administrative Activities.* On behalf of your Applicant, you assure that:
 - a. For every Project described in any application it submits, it has adequate resources to properly plan, manage, and complete its Project, including the:
 - (1) Legal authority to apply for Federal funding,
 - (2) Institutional capability,
 - (3) Managerial capability, and
 - (4) Financial capability (including funds sufficient to pay the non-Federal share of Project cost),
 - b. It will give limited access and the right to examine Project-related materials to

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entities or individuals, as required, including, but not limited to the:

- (1) FTA,
 - (2) The Comptroller General of the United States, and
 - (3) State, through an authorized representative, if appropriate,
 - c. It will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance, and
 - d. It will establish safeguards to prohibit employees from using their positions for a purpose that results in:
 - (1) A personal or organizational conflict of interest, or personal gain, or
 - (2) The appearance of a personal or organizational conflict of interest or personal gain,
2. *Project Specifics*. On behalf of your Applicant, you assure that:
 - a. Following receipt of an FTA award, it will begin and complete Project work within the time periods that apply,
 - b. For FTA funded construction Projects:
 - (1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
 - (2) It will provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms with the approved plans and specifications,
 - (3) It will include a covenant to assure nondiscrimination during the useful life of its Project in its title to federally funded real property,
 - (4) To the extent FTA requires, it will record the Federal interest in the title to FTA funded real property or interests in real property, and
 - (5) It will not alter the site of the FTA funded construction Project or facilities without permission or instructions from FTA by:
 - (a) Disposing of the underlying real property or other interest in the site and facilities,
 - (b) Modifying the use of the underlying real property or other interest in the site and facilities, or
 - (c) Changing the terms of the underlying real property title or other interest in the site and facilities, and
 - c. It will furnish progress reports and other information as FTA or the State may require, and
3. *Statutory and Regulatory requirements*. On behalf of your Applicant, you assure that:
 - a. It will comply with all Federal statutes relating to nondiscrimination that apply, including, but not limited to:
 - (1) The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
 - (2) The prohibitions against discrimination on the basis of sex, as provided in:
 - (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 – 1683, and 1685 – 1687, and
 - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25,

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- (3) The prohibitions against discrimination on the basis of age in federally funded programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 – 6107,
 - (4) The prohibitions against discrimination on the basis of disability in federally funded programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794,
 - (5) The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*,
 - (6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*,
 - (7) The prohibitions against discrimination on the basis of drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 *et seq.*,
 - (8) The prohibitions against discrimination on the basis of alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 *et seq.*,
 - (9) The confidentiality requirements for records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. 290dd – 290dd-2, and
 - (10) The nondiscrimination provisions of any other statute(s) that may apply to its Project,
- b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 *et seq.*, and 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes:
- (1) It will provide for fair and equitable treatment of displaced persons or persons whose property is acquired as a result of federally funded programs, and
 - (2) It has the necessary legal authority under State and local laws and regulations to comply with:
 - (a) The Uniform Relocation Act. 42 U.S.C. 4601 *et seq.*, as specified by 42 U.S.C. 4630 and 4655, and
 - (b) U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,” 49 CFR part 24, specifically 49 CFR 24.4, and
 - (3) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
 - (a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,
 - (b) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, if an FTA funded Project results in displacement, it will provide fair and reasonable relocation payments and assistance to:
 - 1 Displaced families or individuals, and

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- 2 Displaced Partnerships, corporations, or associations,
 - (c) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such displaced:
 - 1 Families and individuals, and
 - 2 Partnerships, corporations, or associations,
 - (d) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals,
 - (e) It will:
 - 1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and
 - 2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin,
 - (f) It will be guided by the real property acquisition policies of 42 U.S.C. 4651 and 4652,
 - (g) It will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA will provide Federal funding for its eligible costs for providing payments for those expenses, as required by 42 U.S.C. 4631,
 - (h) It will execute the necessary implementing amendments to FTA funded third party contracts and subagreements,
 - (i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,
 - (j) It will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, relating to any FTA funded Project involving relocation or land acquisition, and
 - (k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions,
- c. It will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures,
- d. It will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:
 - (1) The National Research Act, as amended, 42 U.S.C. 289 *et seq.*, and
 - (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11,
- e. It will, to the extent applicable, comply with the labor standards and protections for federally funded Projects of:
 - (1) The Davis-Bacon Act, as amended, 40 U.S.C. 3141 – 3144, 3146, and 3147,
 - (2) Sections 1 and 2 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and 40 U.S.C. 3145, respectively, and

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- (3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*,
- f. It will comply with any applicable environmental standards that may be prescribed to implement Federal laws and executive orders, including, but not limited to:
 - (1) Following the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 – 4335 and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note,
 - (2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. 7606 note,
 - (3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. 4321 note,
 - (4) Following the evaluation of flood hazards in floodplains provisions of Executive Order No. 11988, 42 U.S.C. 4321 note,
 - (5) Complying with the assurance of Project consistency with the approved State management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 – 1465,
 - (6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 – 7671q,
 - (7) Complying with the protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f – 300j-6,
 - (8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 – 1544,
 - (9) Complying with the environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation Project, as required by 49 U.S.C. 303,
 - (10) Complying with the protections for national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 – 1287, and
 - (11) Complying with and facilitating compliance with:
 - (a) Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f,
 - (b) The Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 – 469c, and
 - (c) Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note,
- g. To the extent applicable, comply with the following Federal requirements for the care, handling, and treatment of warmblooded animals held or used for research, teaching, or other activities supported by Federal funding:
 - (1) The Animal Welfare Act, as amended, 7 U.S.C. 2131 *et seq.*, and
 - (2) U.S. Department of Agriculture regulations, “Animal Welfare,” 9 CFR

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- subchapter A, parts 1, 2, 3, and 4,
- h. To the extent applicable, obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, “Seismic Safety,” 49 CFR part 41, specifically 49 CFR 41.117(d), before accepting delivery of any FTA funded building,
 - i. Comply with, and assure that its Subrecipients located in special flood hazard areas comply with, section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), by:
 - (1) Participating in the Federal flood insurance program, and
 - (2) Purchasing flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more,
 - j. Comply with:
 - (1) The Hatch Act, 5 U.S.C. 1501 – 1508, 7324 – 7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds, including a Federal loan, grant agreement, or cooperative agreement, and
 - (2) 49 U.S.C. 5323(l)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding appropriated or made available for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply,
 - k. Perform the financial and compliance audits as required by the:
 - (1) Single Audit Act Amendments of 1996, 31 U.S.C. 7501 *et seq.*,
 - (2) U.S. OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” Revised, and
 - (3) Most recent applicable U.S. OMB A-133 Compliance Supplement provisions for the U.S. DOT,
 - l. Comply with all other Federal laws or regulations that apply, and
 - m. Follow Federal guidance governing it and its Project, except to the extent that FTA has expressly approved otherwise in writing.

GROUP 02. LOBBYING.

Before FTA may provide funding for a Federal grant or cooperative agreement exceeding \$100,000 or a Federal loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, in addition to other Certifications and Assurances you must select on your Applicant’s behalf, you must also select the Lobbying Certifications in Group 02, unless your Applicant is an Indian Tribe exempt from the requirements of 31 U.S.C. 1352 or FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in

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writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 02 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR 20.110:
 - a. The lobbying restrictions of this Certification apply to its requests:
 - (1) For \$100,000 or more in Federal funding for a grant or cooperative agreement, and
 - (2) For \$150,000 or more in Federal funding for a loan, line of credit, or loan guarantee, and
 - b. Your Certification on its behalf applies to the lobbying activities of:
 - (1) It,
 - (2) Its Principals, and
 - (3) Its Subrecipients at the first tier,
2. To the best of your knowledge and belief:
 - a. No Federal appropriated funds have been or will be paid by or on its behalf to any person to influence or attempt to influence:
 - (1) An officer or employee of any Federal agency regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance, and
 - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance,
 - b. It will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with its instructions, if any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
 - (1) An officer or employee of any Federal agency regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance, and
 - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance, and
 - c. It will include the language of this Certification in the award documents for all subawards at all tiers, including, but not limited to:
 - (1) Third party contracts,
 - (2) Subcontracts,
 - (3) Subagreements, and

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- (4) Other third party agreements under a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance,
- 3. It understands that:
 - a. This Certification is a material representation of fact that the Federal government relies on, and
 - b. It must submit this Certification before the Federal government may award funding for a transaction covered by 31 U.S.C. 1352, including a:
 - (1) Federal grant or cooperative agreement, or
 - (2) Federal loan, line of credit, loan guarantee, or loan insurance, and
- 4. It also understands that any person who does not file a required Certification will incur a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

GROUP 03. PROCUREMENT AND PROCUREMENT SYSTEMS.

We request that you select the Procurement and Procurement Systems Certification in Group 03 on behalf of your Applicant, especially if it is a State, local, or Indian tribal government with a certified procurement system, as provided in 49 CFR 18.36(g)(3)(ii).

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certification in Group 03 that does not apply will not be enforced.

On behalf of your Applicant, you certify that its procurements and its procurement system will comply with all Federal laws and regulations in accordance with applicable Federal guidance, except to the extent FTA has approved otherwise in writing.

GROUP 04. PRIVATE SECTOR PROTECTIONS.

Before FTA may provide funding for a Project that involves the acquisition of public transportation property or operation of public transportation facilities or equipment, in addition to other Certifications you must select on your Applicant's behalf, you must also select the Private Property Protections Assurances in Group 04.A and enter into the Agreements in Group 04.B and Group 04.C on behalf of your Applicant, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or

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other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Assurances and Agreements in Group 04 that does not apply will not be enforced.

4.A. Private Property Protections.

If your Applicant is a State, local government, or Indian tribal government and seeks FTA funding to acquire the property of a private transit operator or operate public transportation in competition with or in addition to a public transportation operator, the Private Property Protections Assurances in Group 04.A apply to your Applicant, except as FTA determines otherwise in writing.

To facilitate FTA's ability to make the findings required by 49 U.S.C. 5323(a)(1), on behalf of your Applicant, you assure that:

1. It has or will have:
 - a. Determined that the funding is essential to carrying out a Program of Projects as required by 49 U.S.C. 5303, 5304, and 5306,
 - b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
 - c. Paid just compensation under State or local laws to the company for any franchise or property acquired, and
2. It has completed the actions described in Group 4.A.1 of this Certification before it:
 - a. Acquires the property or an interest in the property of a private provider of public transportation, or
 - b. Operates public transportation equipment or facilities:
 - (1) In competition with transportation service provided by an existing public transportation operator, or
 - (2) In addition to transportation service provided by an existing public transportation operator.

4.B. Charter Service Agreement.

If your Applicant seeks FTA funding to acquire or operate transit facilities or equipment, the Charter Service Agreement in Group 04.B applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. 5323(d) and (g) and FTA regulations, "Charter Service," 49 CFR part 604, specifically 49 CFR 604.4, on behalf of your Applicant, you are entering into the following Charter Service Agreement:

1. FTA's "Charter Service" regulations apply as follows:

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- a. FTA's Charter Service regulations restrict transportation by charter service using facilities and equipment acquired by Recipients of FTA funding for transportation Projects with Federal funding derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. 133 or 142, or
 - (3) Any other Act that provides Federal public transportation assistance, unless otherwise excepted,
- b. FTA's charter service restrictions extend to:
 - (1) Your Applicant, when it becomes a Recipient of Federal funding appropriated or made available for:
 - (a) Federal transit laws, 49 U.S.C. chapter 53,
 - (b) 23 U.S.C. 133 or 142, or
 - (c) Any other Act that provides Federal public transportation assistance, unless otherwise excepted, and
 - (2) Any Third Party Participant that receives Federal funding derived from:
 - (a) Federal transit laws, 49 U.S.C. chapter 53,
 - (b) 23 U.S.C. 133 or 142, or
 - (c) Any other Act that provides Federal public transportation assistance, unless otherwise excepted,
- c. A Third Party Participant includes any:
 - (1) Subrecipient at any tier,
 - (2) Lessee,
 - (3) Third Party Contractor or Subcontractor at any Tier, and
 - (4) Other Third Party Participant in its Project,
- d. You and your Applicant agree that neither it nor any governmental authority or publicly owned operator that receives Federal public transportation assistance appropriated or made available for its Project will engage in charter service operations, except as permitted under:
 - (1) Federal transit laws, specifically 49 U.S.C. 5323(d) and (g),
 - (2) FTA regulations, "Charter Service," 49 CFR part 604, to the extent consistent with 49 U.S.C. 5323(d) and (g),
 - (3) Any other Federal Charter Service regulations, or
 - (4) Federal guidance, except as FTA determines otherwise in writing,
- e. You and your Applicant agree that the latest Charter Service Agreement it has selected in its latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding, and
- f. You and your Applicant agree that:
 - (1) FTA may require corrective measures or impose remedies on it or any governmental authority or publicly owned operator that receives FTA funding appropriated or made available for its Project that has engaged in a pattern of violations of FTA's Charter Service regulations by:
 - (a) Conducting charter operations prohibited by Federal transit laws and FTA's Charter Service regulations, or
 - (b) Otherwise violating its Charter Service Agreement it has elected in its

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- latest annual Certifications and Assurances, and
- (2) These corrective measures and remedies may include:
 - (a) Barring it or any Third Party Participant operating public transportation under the Project that has provided prohibited charter service from receiving FTA funds,
 - (b) Withholding an amount of Federal funds as provided by Appendix D to FTA's Charter Service regulations, or
 - (c) Any other appropriate remedy that may apply, and
 2. In addition to the exceptions to the charter service restrictions in FTA's Charter Service Regulations, FTA has established the following additional exceptions to those restrictions:
 - a. FTA's Charter Service restrictions do not apply to your Applicant if it seeks funding appropriated or made available for 49 U.S.C. 5307 and 5311, to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under repealed 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, provided that it uses that FTA funding for those program purposes only,
 - b. FTA's Charter Service restrictions do not apply to your Applicant if it seeks funding appropriated or made available for 49 U.S.C. 5310, to be used for New Freedom activities that would have been eligible for assistance under repealed 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year, provided it uses that FTA funding for those program purposes only, and
 - c. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that Recipient provides a private intercity or charter transportation operator reasonable access to that Recipient's federally funded public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes, as provided in 49 U.S.C. 5323(r).

4.C. School Bus Agreement.

If your Applicant seeks FTA funding to acquire or operate transit facilities or equipment, the School Bus Agreement in Group 04.C applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. 5323(f) and (g) and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) and (g), on behalf of your Applicant, you are entering into the following School Bus Agreement:

1. FTA's "School Bus Operations" regulations restrict school bus operations using facilities and equipment acquired with Federal funding derived from:
 - a. Federal transit laws, 49 U.S.C. chapter 53,
 - b. 23 U.S.C. 133 or 142, or
 - c. Any other Act that provides Federal public transportation assistance, unless otherwise excepted,
2. FTA's school bus operations restrictions extend to:

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- a. Your Applicant, when it becomes a Recipient of Federal funding appropriated or made available for:
 - (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. 133 or 142, or
 - (3) Any other Act that provides Federal public transportation assistance, unless otherwise excepted, and
- b. Any Third Party Participant that receives Federal funding derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. 133 or 142, or
 - (3) Any other Act that provides Federal public transportation assistance, unless otherwise excepted,
3. A Third Party Participant includes any:
 - a. Subrecipient at any tier,
 - b. Lessee,
 - c. Third Party Contractor or Subcontractor at any tier, and
 - d. Other Third Party Participant in the Project,
4. You and your Applicant agree, and will obtain the agreement of any Third Party Participant involved in your Applicant's Project, that it will not engage in school bus operations in competition with private operators of school buses, except as permitted under:
 - a. Federal transit laws, specifically 49 U.S.C. 5323(f) and (g),
 - b. FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) and (g),
 - c. Any other Federal School Bus regulations, or
 - d. Federal guidance, except as FTA determines otherwise in writing,
5. You and your Applicant agree that the latest School Bus Agreement you have selected on its behalf in FTA's latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding, and
6. You and your Applicant agree that after it is a Recipient, if it or any Third Party Participant has violated this School Bus Agreement, FTA may:
 - a. Bar your Applicant or Third Party Participant from receiving further Federal transit funds, or
 - b. Require the Applicant or Third Party Participant to take such remedial measures as FTA considers appropriate.

GROUP 05. ROLLING STOCK REVIEWS AND BUS TESTING.

Before FTA may provide funding for a Project to acquire rolling stock for use in revenue service or to acquire a new bus model, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Rolling Stock Reviews and Bus Testing Certifications in Group 05, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and

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Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 05 that does not apply will not be enforced.

5.A. Rolling Stock Reviews.

If your Applicant seeks FTA funding to acquire rolling stock for use in revenue service, the Certifications in Group 05.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that when procuring rolling stock for use in revenue service:

1. It will comply with:
 - a. Federal transit laws, specifically 49 U.S.C. 5323(m), and
 - b. FTA regulations, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases,” 49 CFR part 663, and
2. As provided in 49 CFR 663.7:
 - a. It will conduct or cause to be conducted the required pre-award and post-delivery reviews, and
 - b. It will maintain on file the Certifications required by 49 CFR part 663, subparts B, C, and D.

5.B. Bus Testing.

If your Applicant seeks FTA funding to acquire a new bus model, the Bus Testing Certifications in Group 05.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. Bus Testing requirements apply to all acquisitions of new buses and new bus models that require bus testing, and it will comply with:
 - a. 49 U.S.C. 5318, and
 - b. FTA regulations, “Bus Testing,” 49 CFR part 665, to the extent these regulations are consistent with 49 U.S.C. 5318,
2. As required by 49 CFR 665.7, when acquiring the first bus of any new bus model or a bus model with a major change in components or configuration:
 - a. It will not spend any Federal funds appropriated under 49 U.S.C. chapter 53 to acquire that bus until:
 - (1) That bus has been tested at FTA’s bus testing facility, and
 - (2) That bus has received a copy of the test report prepared on that new bus

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- model, and
- b. It will not authorize final acceptance of the bus until:
 - (1) The bus has been tested at FTA's bus testing facility, and
 - (2) It has received a copy of the test report prepared on that new bus model,
- 3. It will ensure that the bus that is tested has met the performance standards consistent with those regulations, including:
 - a. Performance standards for:
 - (1) Maintainability,
 - (2) Reliability,
 - (3) Performance (including braking performance),
 - (4) Structural integrity,
 - (5) Fuel economy,
 - (6) Emissions, and
 - (7) Noise, and
 - b. Minimum safety performance standards established under 49 U.S.C. 5329, and
- 4. After FTA has issued regulations authorized by 49 U.S.C. 5318(e)(2), it will ensure that the bus that is tested has received a passing aggregate test score under the "Pass/Fail" standard established by regulation.

GROUP 06. DEMAND RESPONSIVE SERVICE.

If your Applicant is a public entity, operates demand responsive service, and seeks FTA funding to acquire a non-rail vehicle that is not accessible, before FTA may provide funding for that Project, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Demand Responsive Service Certifications in Group 06, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 06 that does not apply will not be enforced.

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37, specifically 49 CFR 37.77(d), on behalf of your Applicant, you certify that:

- 1. Your Applicant offers public transportation services equivalent in level and quality of service to:
 - a. Individuals with disabilities, including individuals who use wheelchairs, and
 - b. Individuals without disabilities, and
- 2. Viewed in its entirety, its service for individuals with disabilities is:

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- a. Provided in the most integrated setting feasible, and
- b. Equivalent to the service it offers individuals without disabilities with respect to:
 - (1) Response time,
 - (2) Fares,
 - (3) Geographic service area,
 - (4) Hours and days of service,
 - (5) Restrictions on priorities based on trip purpose,
 - (6) Availability of information and reservation capability, and
 - (7) Constraints on capacity or service availability.

GROUP 07. INTELLIGENT TRANSPORTATION SYSTEMS.

Before FTA may provide funding for an Intelligent Transportation Systems (ITS) Project or a Project in support of an ITS Project, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Intelligent Transportation Systems Assurances in Group 07, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Assurances in Group 07 that does not apply will not be enforced.

On behalf of your Applicant, you and your Applicant:

- 1. Understand that, as used in this assurance, the term Intelligent Transportation Systems (ITS) Project is defined to include any Project that, in whole or in part, finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture," and
- 2. Assure that, as provided in 23 U.S.C. 517(d), any ITS Project it undertakes that is funded with appropriations made available from the Highway Trust Fund, including amounts made available to deploy ITS facilities or equipment, will conform to the appropriate regional ITS architecture, applicable standards, and protocols developed under 23 U.S.C. 517(a) or (c), unless it obtains a waiver as provided in 23 U.S.C. 517(d)(2).

GROUP 08. INTEREST AND FINANCING COSTS AND ACQUISITION OF CAPITAL ASSETS BY LEASE.

Before FTA may provide funding appropriated or made available for 49 U.S.C.

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chapter 53 to support interest or financing costs of any Project financed under the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, or another program as FTA may specify, or finance leasing costs, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 08, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications and Assurances in Group 08 that does not apply will not be enforced.

8.A. Interest and Financing Costs.

If your Applicant intends to use FTA funding to support interest or other financing costs for Projects funded by the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, or another program as FTA may specify, the Interest and Financing Costs Certifications in Group 08.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. It will not seek reimbursement for interest or other financing costs unless:
 - a. It is eligible to receive Federal funding for those costs, and
 - b. Its records demonstrate that it has shown reasonable diligence in seeking the most favorable financing terms, to the extent FTA may require, and
2. It will comply with the same favorable financing cost provisions for:
 - a. Urbanized Area Formula Grants Projects,
 - b. Projects under Full Funding Grant Agreements,
 - c. Projects with Early Systems Work Agreements,
 - d. Fixed Guideway Capital Investment Projects funded by previous FTA enabling legislation,
 - e. State of Good Repair Projects,
 - f. Bus and Bus Facilities Projects, and
 - g. Low or No Emission Vehicle Development Projects.

8.B. Acquisition of Capital Assets by Lease.

If your Applicant seeks FTA funding to acquire capital assets through a lease, the Acquisition of Capital Assets by Lease Certifications and Assurances in Group 08.B

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applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, as required by FTA regulations, “Capital Leases,” 49 CFR part 639, specifically 49 CFR 639.15(b)(1) and 49 CFR 639.21, if your Applicant acquires any capital asset through a lease financed with Federal funding appropriated or made available for 49 U.S.C. chapter 53:

1. It will not use Federal funding appropriated or made available for public transportation projects eligible under 49 U.S.C. chapter 53 or any other applicable law to finance the cost of leasing any capital asset until:
 - a. It performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset, and
 - b. It completes these calculations before the later of:
 - (1) Entering into the lease, or
 - (2) Receiving a capital grant for the asset, and
2. It will not enter into a capital lease for which FTA can provide only incremental Federal funding unless it has adequate financial resources to meet its future lease obligations if Federal funding is not available.

GROUP 09. TRANSIT ASSET MANAGEMENT PLAN AND PUBLIC TRANSPORTATION AGENCY SAFETY PLAN.

Before FTA may provide funding appropriated or made available for 49 U.S.C. chapter 53 to support your Applicant’s Project, in addition to other Certifications and Assurances you must select on your Applicant’s behalf, you must also select the Certifications in Group 09, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 09 that does not apply will not be enforced.

9.A. Transit Asset Management Plan.

If your Applicant applies for funding appropriated or made available for 49 U.S.C. chapter 53, the Transit Asset Management Certifications in Group 09.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it and each Subrecipient will:

1. Follow Federal guidance when issued that implements transit asset management system provisions of 49 U.S.C. 5326, except as FTA determines otherwise in writing,

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and

2. Comply with the final Federal regulations when issued that implement the transit asset management provisions of 49 U.S.C. 5326.

9.B. Public Transportation Agency Safety Plan.

If your Applicant applies for funding under 49 U.S.C. chapter 53 and it is a State government, local government, or any other operator of a public transportation system, the Public Transportation Safety Plan Certifications in Group 09.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it will:

1. Follow the Federal guidance, when issued, that will implement the safety plan provisions of 49 U.S.C. § 5329(d), except as FTA determines otherwise in writing, and
2. Comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

GROUP 10. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If your Applicant must comply with the alcohol and controlled substance testing requirements of 49 U.S.C. 5331 and its implementing regulations, before FTA may provide funding for your Applicant's Project, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 10, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 10 that does not apply will not be enforced.

As required by 49 U.S.C. 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, subpart I, specifically 49 CFR 655.83, on behalf of your Applicant, including a State Applicant, and on behalf of its Subrecipients and Third Party Contractors, you certify that:

1. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have established and implemented:
 - a. An alcohol misuse testing program, and
 - b. A controlled substance testing program,
2. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing

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- requirements apply have complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. 5331, and
3. Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance Notice, issued October 22, 2009, if your Applicant, its Subrecipients, or Third Party Contractors to which these testing requirements apply reside in a State that permits marijuana use for medical or recreational purposes, your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have complied or will comply with the Federal controlled substance testing requirements of 49 CFR part 655.

GROUP 11. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS PROGRAM (NEW STARTS, SMALL STARTS, AND CORE CAPACITY) AND CAPITAL INVESTMENT PROGRAM IN EFFECT BEFORE MAP-21.

The Certifications in Group 11 apply to the New Starts, Small Starts, or Core Capacity Programs, 49 U.S.C. 5309.

Before FTA may provide funding for your Applicant's New Starts, Small Starts, or Core Capacity Project in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 11, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 11 that does not apply will not be enforced.

Except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following capabilities to carry out its proposed Project(s), including the safety and security aspects of the Project(s):
 - a. Legal capacity,
 - b. Financial capacity, and
 - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately, and
4. It will comply with:
 - a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and

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- b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304.

GROUP 12. STATE OF GOOD REPAIR PROGRAM.

Certain Certifications and Assurances listed previously are required for the State of Good Repair Program funding under 49 U.S.C. 5337.

Before FTA may provide funding for your Applicant's Project under the State of Good Repair Program, 49 U.S.C. 5337, for your Applicant's Project, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 12, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Assurance in Group 12 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of the Project(s):
 - a. Legal capacity,
 - b. Financial capacity, and
 - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately, and
4. It will comply with:
 - a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
 - b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304.

GROUP 13. FIXED GUIDEWAY MODERNIZATION GRANT PROGRAM.

Before FTA may provide funding for your Applicant's Project under the Fixed Guideway Modernization Grant Program, former 49 U.S.C. 5309 in effect in FY 2012 or a previous fiscal year, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 13, except as FTA determines otherwise in writing.

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Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certification in Group 13 that does not apply will not be enforced.

Former 49 U.S.C. 5309(b)(2) and former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, require the following Certifications for Fixed Guideway Modernization Grant Program funding. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of the proposed Project(s):
 - a. Legal capacity,
 - b. Financial capacity, and
 - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately, and
4. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303 and 5304.

GROUP 14. BUS AND BUS FACILITIES FORMULA GRANTS PROGRAM AND BUS AND BUS RELATED EQUIPMENT AND FACILITIES GRANT PROGRAM (DISCRETIONARY).

The Certifications in Group 14 are required for funding under:

- 14.A. *The Bus and Bus Facilities Formula Grants Program, 49 U.S.C. 5339, as amended by MAP-21, and*
- 14.B. *The Bus and Bus Related Equipment and Facilities Grant Program (Discretionary), former 49 U.S.C. 5309(b)(3) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross cutting requirements that apply.*

Before FTA may provide funding for your Applicant's Project under either Program listed above, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 14, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or

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other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 14 that does not apply will not be enforced.

14.A. Bus and Bus Facilities Formula Grants Program

If your Applicant seeks FTA funding for its Project under the Bus and Bus Facilities Formula Grants Program, 49 U.S.C. 5339, the Certifications in Group 14.A below apply to your Applicant, except as FTA determines otherwise in writing.

The following Certification for Bus and Bus Facilities Formula Grants Program funding are required by 49 U.S.C. 5339(b), which states that “[t]he requirements of section 5307 apply to recipients of grants made under this section.” Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
 - a. Legal capacity,
 - b. Financial capacity, and
 - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a Project financed under 49 U.S.C.5339, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - a. Any senior,
 - b. Any 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 a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
5. When carrying out a procurement under 49 U.S.C.5339, it will comply with the:
 - a. General Provisions of 49 U.S.C. 5323, and
 - b. Third Party Contract Provisions of 49 U.S.C. 5325,
6. It has complied with or will comply with 49 U.S.C. 5307(b), because it:
 - a. Has made or will make available to the public information on amounts of its

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- funding available to it under 49 U.S.C. 5339,
- b. Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
 - c. Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,
 - d. Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
 - e. Has ensured or will ensure that the proposed Program of Projects provide for coordination of transportation services funded by FTA under 49 U.S.C. 5336 with transportation services supported by other United States Government sources,
 - f. Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
 - g. Has made or will make the final Program of Projects available to the public,
7. As required by 49 U.S.C. 5307(d), it:
- a. Has or will have the amount of funds required for the local share,
 - b. Will provide the local share funds from sources approved by FTA, and
 - c. Will provide the local share funds when needed,
8. It will comply with:
- a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
 - b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304,
9. It has a locally developed process to solicit and consider public comment before:
- a. Raising a fare, or
 - b. Implementing a major reduction of public transportation, and
10. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d)..

14.B. Bus and Bus Related Equipment and Facilities Grant Program (Discretionary).

If your Applicant seeks FTA funding for its Project under the Bus and Bus Related Equipment and Facilities Grant Program (Discretionary), former 49 U.S.C. 5309 in effect in FY 2012 or a previous fiscal year, the Certifications in Group 14.B below apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Bus and Bus Related Equipment and Facilities Grant Program (Discretionary) funding are required by former 49 U.S.C. 5309(c)(2), which applies the requirements of former 49 U.S.C. 5307(d)(1)(A), (B), (C), and (H) in effect in FY 2012 or a previous fiscal year to this Program except as superseded by MAP-21 cross-cutting requirements that apply. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

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1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of those Project(s):
 - a. Legal capacity,
 - b. Financial capacity, and
 - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately, and
4. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303 and 5304.

GROUP 15. URBANIZED AREA FORMULA GRANTS PROGRAMS, PASSENGER FERRY GRANT PROGRAM, AND JOB ACCESS AND REVERSE COMMUTE (JARC) FORMULA GRANT PROGRAM.

The Certifications in Group 15 are required for funding under:

- 15.A. *The Urbanized Area Formula Grants Program financed with funds appropriated or made available for 49 U.S.C. 5307, as amended by MAP-21, which among other things, authorizes funding for Job Access and Reverse Commute (JARC) Projects and Project Activities,*
- 15.B. *The Urbanized Area Formula Grants Program financed with funds appropriated or made available for former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply,*
- 15.C. *The Passenger Ferry Grant Program financed with funds appropriated or made available for 49 U.S.C. 5307(h), as amended by MAP-21, and*
- 15.D. *The Job Access and Reverse Commute (JARC) Formula Grant Program financed with funds appropriated or made available for former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply.*

Before FTA may provide funding for your Applicant's Project under any of the Programs listed above, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 15, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

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Any provision of the Certifications in Group 15 that does not apply will not be enforced.

15.A. Urbanized Area Formula Grants Program under MAP-21.

If your Applicant seeks FTA funding for its Project under the Urbanized Area Formula Grants Program, 49 U.S.C. 5307, as amended by MAP-21, the Certifications in Group 15.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Urbanized Area Formula Grants Program funding appropriated or made available in FYs 2013 and 2014 are required by 49 U.S.C. 5307(c)(1). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of the proposed Project(s):
 - a. Legal capacity,
 - b. Financial capacity, and
 - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a Project financed under 49 U.S.C. 5307, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - a. Any senior,
 - b. Any 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 a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), or
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
5. When carrying out a procurement under 49 U.S.C. 5307, it will comply with the:
 - a. General Provisions of 49 U.S.C. 5323, and
 - b. Third Party Contract Provisions of 49 U.S.C. 5325,
6. It has complied with or will comply with 49 U.S.C. 5307(b), because it:
 - a. Has made or will make available to the public information on amounts of its funding available to it under 49 U.S.C. 5307,
 - b. Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
 - c. Has published or will publish a Program of Projects in a way that affected

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- individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,
- d. Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
 - e. Has ensured or will ensure that the proposed Program of Projects provide for coordination of transportation services funded by FTA under 49 U.S.C. 5336 with transportation services supported by other United States Government sources,
 - f. Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
 - g. Has made or will make the final Program of Projects available to the public,
7. As required by 49 U.S.C. 5307(d), it:
- a. Has or will have the amount of funds required for the local share,
 - b. Will provide the local share funds from sources approved by FTA, and
 - c. Will provide the local share funds when needed,
8. As required by 49 U.S.C. 5307(c)(1)(H), it will comply with:
- a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
 - b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304,
9. As required by 49 U.S.C. 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
- a. Raising a fare, or
 - b. Implementing a major reduction of public transportation,
10. Each fiscal year:
- a. At least one (1) percent of the amount of the 49 U.S.C. 5307 funding apportioned to the urbanized area must be expended for public transportation security Projects as described in 49 U.S.C. 5307(c)(1)(J)(i) including:
 - (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
 - (2) Increased camera surveillance of an area in or adjacent to that system,
 - (3) Providing emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
 - (4) Any other Project intended to increase the security and safety of an existing or planned public transportation system, or
 - b. The Designated Recipients in its urbanized area certify that such expenditures for transportation security Projects are not necessary (Information about the intentions of your Designated Recipients in your Applicant's urbanized area must be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when it submits its Urbanized Area Formula Grants Program application in TEAM-Web),
11. If it serves an urbanized area with a population of at least 200,000 individuals, as determined by the Bureau of the Census:
- a. Each fiscal year, it will ensure that at least one (1) percent of the amount apportioned to the urbanized area is spent for Associated Transit Improvements,

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- as defined in 49 U.S.C. 5302(1),
- b. It will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year:
 - (1) A list of its Associated Transit Improvement Projects or Project Activities during that Federal fiscal year using those 49 U.S.C. 5307 funds, or
 - (2) Sufficient information to demonstrate that the Designated Recipients in its urbanized area together have spent one (1) percent of the funding apportioned to the area for Associated Transit Improvement Projects or Project Activities, or have included the same information in a separate report attached in TEAM-Web, and
 - c. The report of its Associated Transit Improvement Projects or Project Activities is or will be incorporated by reference and made part of its Certifications and Assurances, and
12. It will comply with the final Federal regulations, when issued, that implement the safety requirements of 49 U.S.C. § 5329(d).

B. Urbanized Area Formula Grants Program before MAP-21 Became Effective.

You must select the Certification in Group 15.B if your Applicant seeks funding under the Urbanized Area Formula Grants Program financed with funds appropriated or made available for former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year. In administering this program, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

The following Certifications for the Urbanized Area Formula Grants Program are required by former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

- 1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of Project(s):
 - a. Legal capacity,
 - b. Financial capacity, and
 - c. Technical capacity,
- 2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
- 3. It will maintain its Project equipment and facilities adequately,
- 4. It will ensure that for transportation using or involving a facility or equipment of a Project financed under former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - a. Any elderly individual,
 - b. Any handicapped individual, as described in 49 CFR part 27,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), or

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- d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
5. When carrying out a procurement under former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, it will comply with the following provisions as amended by MAP-21:
 - a. Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
 - b. The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
 - c. "Buy America" under 49 U.S.C. 5323(j),
 - d. Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
 - e. Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
 - f. "Veterans Preference/Employment" under 49 U.S.C. 5325(k),
6. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
7. It:
 - a. Has or will make available to the public information on amounts available to it under 49 U.S.C. 5307 and the Program of Projects it proposes to undertake,
 - b. Will develop or has developed, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be financed,
 - c. Will publish or has published a proposed Program of Projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed program and submit comments on the proposed program and the Applicant or Recipient's performance,
 - d. Will provide or has provided an opportunity for a public hearing in which to obtain the views of citizens on the proposed Program of Projects,
 - e. Will ensure or has ensured that the proposed Program of Projects provides for the coordination of public transportation services assisted under 49 U.S.C. 5336 with transportation services assisted from other U.S. Government sources,
 - f. Will consider or has considered comments and views received, especially those of private transportation providers, in preparing the final Program of Projects, and
 - g. Will make or has made the final Program of Projects available to the public,
8. It:
 - a. Has or will have the amount of funds required for the local share,
 - b. Will provide the local share funds from sources approved by FTA, and
 - c. Will provide the local share funds when needed,
9. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, and 5304,
10. It has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation,
11. Each fiscal year:
 - a. At least one (1) percent of the 49 U.S.C. 5307 funding apportioned to an urbanized area must be spent for public transportation security Projects (limited to capital Projects if it serves an urbanized area with a population of 200,000 or

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more), including:

- (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
 - (2) Increased camera surveillance of an area in or adjacent to that system,
 - (3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
 - (4) Any other Project intended to increase the security and safety of an existing or planned public transportation, or
- b. It will certify that such expenditures for transportation security Projects are not necessary (Information about its intentions must be recorded in the “Security” tab page of the TEAM-Web “Project Information” window when it submits its Urbanized Area Formula Grants Program application in TEAM-Web),
12. If it serves an urbanized area with a population of at least 200,000 individuals:
- a. Each fiscal year, it will ensure that at least one (1) percent of the amount apportioned to the urbanized area is spent for Transit Enhancements, as defined in former 49 U.S.C. 5302(a)(15),
 - b. It will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year:
 - (1) A list of its Transit Enhancement Project Activities during that Federal fiscal year using those former 49 U.S.C. 5307 funds, or
 - (2) Sufficient information to demonstrate that the Designated Recipients in its urbanized area together have spent one (1) percent of the amount of funding that must be made available to them for Transit Enhancements or have included the same information in a separate report attached in TEAM-Web, and
 - c. The report of its or the Designated Recipients’ Transit Enhancement Projects or Project Activities is or will be incorporated by reference and made part of its Certifications and Assurances, and
13. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

C. Passenger Ferry Grant Program.

If your Applicant seeks FTA funding for its Project under the Passenger Ferry Grant Program, 49 U.S.C. 5307(h), the Certifications in Group 15.C apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Passenger Ferry Grant Program funding are required by 49 U.S.C. 5307(h) and (c)(1). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of the proposed Project(s):
 - a. Legal capacity,
 - b. Financial capacity, and
 - c. Technical capacity,

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2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a Project financed under 49 U.S.C. 5307(h), the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - a. Any senior,
 - b. Any 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 a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), or
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
5. When carrying out a procurement under 49 U.S.C. 5307(h), it will comply with the:
 - a. General Provisions of 49 U.S.C. 5323, and
 - b. Third Party Contract Provisions of 49 U.S.C. 5325,
6. As required by 49 U.S.C. 5307(d), it:
 - a. Has or will have the amount of funds required for the local share,
 - b. Will provide the local share funds from sources approved by FTA, and
 - c. Will provide the local share funds when needed,
7. As required by 49 U.S.C. 5307(c)(1)(H), it will comply with:
 - a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
 - b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304,
8. As required by 49 U.S.C. 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation, and
9. . It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

D. Job Access and Reverse Commute (JARC) Formula Grant Program.

If your Applicant seeks FTA funding for its Project under the Job Access and Reverse Commute (JARC) Formula Grant Program, former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, the Certifications in Group 15.C apply to your Applicant, except as FTA determines otherwise in writing.

1. The following Certifications for the Job Access and Reverse Commute (JARC) Formula Grant Program are required by former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements

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- that apply. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
- a. It will make awards of JARC funding on a competitive basis following:
 - (1) An areawide solicitation in cooperation with the appropriate metropolitan planning organization for applications for funding in compliance with former 49 U.S.C. 5316 if your Applicant receives funding under former 49 U.S.C. 5316(c)(1)(A), and
 - (2) A statewide solicitation for applications for JARC funding in compliance with former 49 U.S.C. 5316 if your Applicant receives funding under former 49 U.S.C. 5316(c)(1)(B) or (C),
 - b. Any allocations to Subrecipients of JARC funding authorized by former 49 U.S.C. 5316 will be distributed on a fair and equitable basis,
 - c. As required by former 49 U.S.C. 5316:
 - (1) The Projects it has selected or will select for former 49 U.S.C. 5316 funding must be derived from a public transit-human services transportation plan that has been:
 - (a) Locally developed, and
 - (b) Coordinated, and
 - (2) That locally developed and coordinated plan was produced through a process that included:
 - (a) Representatives of public, private, and nonprofit transportation providers,
 - (b) Human service providers, and
 - (c) Participation by the public,
 - d. Before it transfers funds to a Project funded by former 49 U.S.C. 5336, that Project has been or will have been coordinated with private nonprofit providers of services as required under former 49 U.S.C. 5316(g)(2),
 - e. Before using funds apportioned for Projects serving an area other than that for which funding was apportioned under former 49 U.S.C. 5316:
 - (1) The State's chief executive officer, or his or her designee, will have certified that all the JARC program objectives of former 49 U.S.C. 5316 are being met in the area from which the funding would be derived, and
 - (2) If the State has a statewide program for meeting the JARC program objectives of former 49 U.S.C. 5316, the funds can be used for Projects anywhere in the State, and
 - f. The requirements of former 49 U.S.C. 5307 will apply to the JARC Program, authorized by former 49 U.S.C. 5316, and
2. The following Certifications for the JARC Program are required by former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply. Therefore, except as FTA determines otherwise in writing, on its behalf, you certify that:
- a. It has or will have, and will require each Subrecipient to have, the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
 - (1) The legal capacity,

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- (2) The financial capacity, and
 - (3) The technical capacity,
- b. It has or will have, and will require each Subrecipient to have satisfactory continuing control over the use of Project equipment and facilities,
- c. It will maintain, and will require each Subrecipient to maintain, its Project equipment and facilities adequately,
- d. To the extent applicable, it will ensure, and will require each Subrecipient to ensure, that for transportation using or involving a facility or equipment of a Project financed under former 49 U.S.C. 5316 the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - (1) Any elderly individual,
 - (2) Any handicapped individual, as described in 49 CFR part 27,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
- e. When carrying out a procurement under former 49 U.S.C. 5316, it will comply with the following provisions as amended by MAP-21:
 - (1) Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
 - (2) The prohibition against exclusionary or discriminatory specifications in its procurements, as required by 49 U.S.C. 5323(h),
 - (3) “Buy America” under 49 U.S.C. 5323(j),
 - (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m), and
 - (5) “Veterans Preference/Employment” under 49 U.S.C. 5325(k),
- f. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
- g. It:
 - (1) Has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the local share by former 49 U.S.C. 5316,
 - (2) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds from sources approved by FTA, and
 - (3) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds when needed,
- h. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, and 5304,
- i. It has or will have, and will require each Subrecipient to have, a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation, and
- j. To the extent applicable, it will comply with, and as necessary, will require each Subrecipient to comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

GROUP 16. SENIORS/ELDERLY/INDIVIDUALS WITH DISABILITIES

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AND NEW FREEDOM PROGRAMS.

The Certifications in Group 16 are required for funding under:

- 16.A. The Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, financed or to be financed with funds appropriated or made available for 49 U.S.C. 5310, as amended by MAP-21, which among other things authorizes funding for New Freedom Projects and Project Activities,*
- 16.B. The Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program financed or to be financed with funds appropriated or made available for former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, and*
- 16.C. The New Freedom Program financed or to be financed with funds appropriated or made available for former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply.*

Before FTA may provide funding for your Applicant's Project under any of the Programs listed above, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 16, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 16 that does not apply will not be enforced.

16.A. Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.

If your Applicant seeks FTA funding for its Project under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, 49 U.S.C. 5310, as amended by MAP-21, the Certifications in Group 16.A apply to your Applicant, except as FTA determines otherwise in writing.

1. The following Certifications for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program are required by 49 U.S.C. 5310. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. Each of its Subrecipients is:

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- (1) A private nonprofit organization, or
- (2) A State or local governmental authority that:
 - (a) Is approved by a State to coordinate services for seniors and individuals with disabilities, or
 - (b) Certifies that there are no private nonprofit organizations readily available in the area to provide the services authorized for support under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program,
- b. It will comply with the following Project selection and planning requirements:
 - (1) The Projects it has selected or will select for funding appropriated or made available for 49 U.S.C. 5310 are included in a public transit-human services transportation plan that has been:
 - (a) Locally developed, and
 - (b) Coordinated,
 - (2) The public transit-human services transportation plan was developed and approved through a process that included participation by:
 - (a) Seniors,
 - (b) Individuals with disabilities,
 - (c) Representatives of public, private, and nonprofit transportation providers,
 - (d) Representatives of public, private, and nonprofit human services providers, and
 - (e) Other members of the public,
 - (3) The transportation projects to assist in providing transportation services for seniors and individuals with disabilities are included in a program of projects,
 - (4) A program of projects under Group 16.A.1.b(3) above is or will be submitted annually to FTA, and
 - (5) To the maximum extent feasible, the services funded by 49 U.S.C. 5310 will be coordinated with transportation services funded by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services,
- c. As required by 49 U.S.C. 5310(e)(2)(B), it certifies that if it allocates funds received under 49 U.S.C. 5310, to Subrecipients, it will have allocated those funds on a fair and equitable basis,
- d. It will transfer a facility or equipment financed with funding appropriated or made available for a grant under 49 U.S.C. 5310, to any other recipient eligible to receive assistance under 49 U.S.C. chapter 53, only if:
 - (1) The recipient in possession of the facility or equipment consents to the transfer, and
 - (2) The facility or equipment will continue to be used as required under 49 U.S.C. 5310,
- e. As required by 49 U.S.C. 5310(b)(2), it will use at least fifty-five (55) percent of the funds on capital projects to meet the special needs of seniors and disabled, and
- f. The requirements of 49 U.S.C. 5307, as determined by FTA, will apply to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with

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Disabilities, authorized by 49 U.S.C. 5310, and

2. FTA has determined certain requirements of 49 U.S.C. 5307, to be appropriate for which some require Certifications. Therefore, as specified under 49 U.S.C. 5307(c)(1), it certifies that:
 - a. It has or will have, and will require each Subrecipient to have, the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
 - (1) Legal capacity,
 - (2) Financial capacity, and
 - (3) Technical capacity,
 - b. It has or will have, and will require each Subrecipient to have, satisfactory continuing control over the use of Project equipment and facilities,
 - c. It will maintain, and will require each Subrecipient to maintain its Project equipment and facilities adequately,
 - d. When carrying out a procurement under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, it will, and will require each Subrecipient to comply with the:
 - (1) General Provisions of 49 U.S.C. 5323, and
 - (2) Third Party Contract Provisions of 49 U.S.C. 5325,
 - e. It has complied or will comply with, and will require each Subrecipient to comply with:
 - (1) The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
 - (2) The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304, and
 - f. To the extent applicable, it will comply with, and require its Subrecipients to comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

16.B. Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program.

If your Applicant seeks FTA funding for its Project under the Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program, former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, the Certifications in Group 16.B apply to your Applicant, except as FTA determines otherwise in writing.

1. The following Certifications for the Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program are required by former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply. Therefore, except as FTA determines otherwise in writing, on behalf of your State Applicant, you certify that:
 - a. Each of your State Applicant's Subrecipients is:
 - (1) A private nonprofit organization, if the public transportation service that

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- would undertake public transportation capital Project(s) planned, designed, and carried out to meet the special needs of elderly individuals and individuals with disabilities is:
 - (a) Unavailable,
 - (b) Insufficient, or
 - (c) Inappropriate, or
 - (2) A State or local governmental authority that:
 - (a) Is approved by a State to coordinate services for seniors and individuals with disabilities, or
 - (b) Certifies that there are not any nonprofit organizations readily available in the area to provide public transportation capital Projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities,
 - b. The Projects your State Applicant has selected or will select for funding appropriated or made available for former 49 U.S.C. 5310 are included in a public transit-human services transportation plan that has been:
 - (1) Locally developed, and
 - (2) Coordinated,
 - c. That public transit-human services transportation plan was developed and approved through a process that included participation by:
 - (1) Elderly Individuals,
 - (2) Individuals with disabilities,
 - (3) Representatives of public, private, and nonprofit transportation providers,
 - (4) Representatives of human services providers, and
 - (5) Other members of the public,
 - d. If your State Applicant allocates funds received under former 49 U.S.C. 5310 to Subrecipients, your State Applicant will have allocated those funds on a fair and equitable basis,
 - e. The Program of Projects your State Applicant has submitted or will submit contains or will contain an assurance that the Program provides for the maximum feasible coordination of transportation services funded by former 49 U.S.C. 5310 with transportation services funded by other Government sources,
 - f. If your State Applicant transfers former 49 U.S.C. 5310 funds to another Project funded under 49 U.S.C. 5336 in accordance with former 49 U.S.C. 5310(b)(2), the Project for which the funds are requested has been coordinated with private nonprofit providers of service under former 49 U.S.C. 5310, and
 - g. It will comply with the requirements of former 49 U.S.C. 5307 that FTA determined will apply to the former Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program,
2. The following Certifications for the Special Needs of Elderly Individuals and Individuals with Disabilities Program are required by former 49 U.S.C. 5307(d)(1). Therefore, except as FTA determines otherwise in writing, on behalf of your State Applicant, you certify that:
- a. Your State Applicant and each of its Subrecipients have or will have the following to carry out its proposed Project(s), including the safety and security

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aspects of the proposed Project(s):

- (1) Legal capacity,
 - (2) Financial capacity, and
 - (3) Technical capacity,
- b. Your State Applicant and each Subrecipient has or will have satisfactory continuing control over the use of Project equipment and facilities,
 - c. Your State Applicant and each of its Subrecipients will maintain its Project equipment and facilities adequately,
 - d. When carrying out a procurement under former 49 U.S.C. 5310, it will, and will require each Subrecipient, to comply with the following provisions as amended by MAP-21:
 - (1) Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
 - (2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
 - (3) “Buy America” under 49 U.S.C. 5323(j),
 - (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
 - (5) Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
 - (6) “Veterans Preference/Employment” under 49 U.S.C. 5325(k),
 - e. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
 - f. Your State Applicant:
 - (1) Has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the local share by former 49 U.S.C. 5310(c)(2),
 - (2) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds from sources approved by FTA, and
 - (3) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds when needed,
 - g. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, and 5304, and
 - h. To the extent applicable, your State Applicant will comply with and, as necessary, will require each Subrecipient to comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

16.C. New Freedom Program.

If your Applicant seeks FTA funding for its Project under the New Freedom Program, former 49 U.S.C. 5317, in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, the Certifications in Group 16.C apply to your Applicant, except as FTA determines otherwise in writing.

1. Former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year requires the following Certification for the New Freedom Program. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. It will make awards of New Freedom funding on a competitive basis after conducting:

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- (1) An areawide solicitation in cooperation with the appropriate metropolitan planning organization for applications for funding in compliance with former 49 U.S.C. 5317(d)(1), or
 - (2) A statewide solicitation for applications for New Freedom funding in compliance with former 49 U.S.C. 5317(d)(2),
 - b. Any allocations to Subrecipients of New Freedom funding authorized by former 49 U.S.C. 5317 will be distributed on a fair and equitable basis,
 - c. It will comply with the following Project selection and planning requirements:
 - (1) The Projects it has selected or will select for funding appropriated or made available for that program were derived from a public transit-human services transportation plan that has been:
 - (a) Locally developed, and
 - (b) Coordinated,
 - (2) That locally developed and coordinated plan was produced through a process that included:
 - (a) Representatives of public, private, and nonprofit transportation providers,
 - (b) Representatives of public, private, and nonprofit human services providers, and
 - (c) Participation by the public,
 - d. Before it transfers funds to a Project funded by former 49 U.S.C. 5311(c), former 49 U.S.C. 5336, or both:
 - (1) The funding to be transferred may be made available only to Projects eligible for funding appropriated or made available for former 49 U.S.C. 5317, and
 - (2) It will have consulted with responsible local officials and publicly owned operators of public transportation in each area for which the amount to be transferred was originally awarded,
 - e. The requirements of former 49 U.S.C. 5307 and 5310, as determined by FTA, will apply to the New Freedom Program, authorized by former 49 U.S.C. 5317, and
- 2. The following Certifications for the New Freedom Program are required by former 49 U.S.C. 5307(d)(1) and 5310. Therefore, except as FTA determines otherwise in writing, on its behalf, you certify that:
 - a. It has or will have, and will require each Subrecipient to have, the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
 - (1) Legal capacity,
 - (2) Financial capacity, and
 - (3) Technical capacity,
 - b. It has or will have, and will require each Subrecipient to have, satisfactory continuing control over the use of Project equipment and facilities,
 - c. It will maintain, and will require each Subrecipient to maintain, its Project equipment and facilities adequately,
 - d. When carrying out a procurement under former 49 U.S.C. 5317, it will, and will require each Subrecipient, to comply with the following provisions as amended by MAP-21:
 - (1) Competitive procurement (as defined or approved by FTA), as required by

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- 49 U.S.C. 5325(a),
- (2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
- (3) “Buy America” under 49 U.S.C. 5323(j),
- (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
- (5) Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
- (6) “Veterans Preference/Employment” under 49 U.S.C. 5325(k),
- e. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
- f. It:
 - (1) Has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the local share required by former 49 U.S.C. 5317(g),
 - (2) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds from sources approved by FTA, and
 - (3) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds when needed,
- g. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, and 5304, and
- h. To the extent applicable, it will comply with and, as necessary, will require each Subrecipient to comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

GROUP 17. RURAL/OTHER THAN URBANIZED AREAS/APPALACHIAN DEVELOPMENT/OVER-THE-ROAD BUS ACCESSIBILITY PROGRAMS.

The Certifications in Group 17 are required for funding under:

- 17.A. *The Formula Grants for Rural Areas Program financed with funding appropriated or made available for 49 U.S.C. 5311(b), as amended by MAP-21, (Separate Certifications and Assurances have been established in Group 18 for an Indian tribe that is an Applicant for a Public Transportation on Indian Reservations Project financed with funding made available for 49 U.S.C. 5311(c))(1), as amended by MAP-21.)*
- 17.B. *The Formula Grants for Other Than Urbanized Areas Program financed with funding appropriated or made available for former 49 U.S.C. 5311(b) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, (Separate Certifications and Assurances have been established in Group 18 for an Indian tribe that is an Applicant for a “Tribal Transit” Project financed with funding made available for former 49 U.S.C. 5311(c)(1) in effect in FY 2012 or a previous fiscal year.)*
- 17.C. *The Appalachian Development Public Transportation Assistance Program financed with funding appropriated or made available for 49 U.S.C. 5311(c)(2), as amended by MAP-21, and*
- 17.D. *The Over-the-Road Bus Accessibility Program financed with funding appropriated or made available for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, 49 U.S.C. 5310 note, except as superseded by*

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MAP-21 cross-cutting requirements that apply.

(Separate Certifications and Assurances have been established for an Indian tribe that is an Applicant for a Tribal Transit Project financed with funding made available for 49 U.S.C. 5311(c).)

Before FTA may provide funding for your Applicant's Project under any of the Programs listed above, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 17, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications and Assurances in Group 17 that does not apply will not be enforced.

17.A. Formula Grants for Rural Areas Program.

If your Applicant seeks FTA funding for its Project under the Formula Grants for Rural Areas Program, 49 U.S.C. 5311, as amended by MAP-21, the Certifications in Group 17.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications apply to each State or State organization serving as your Applicant for funding appropriated or made available for the Rural Areas Formula Project authorized by 49 U.S.C. 5311(b). On its behalf, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
 - a. Legal capacity,
 - b. Financial capacity, and
 - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Its Project equipment and facilities will be adequately maintained,
4. Its State program has provided for a fair distribution of Federal funding appropriated or made available for 49 U.S.C. 5311(b), within the State, including Indian reservations,
5. Its program provides or will provide the maximum feasible coordination of public transportation service funded by 49 U.S.C. 5311(b), with transportation service funded by other Federal sources,

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6. Its Projects in its Formula Grants for Rural Areas Program are included in:
 - a. The Statewide Transportation Improvement Program, and
 - b. To the extent applicable, a Metropolitan Transportation Improvement Program,
7. It:
 - a. Has or will have the amount of funds required for the local share, as required by 49 U.S.C. 5311(g),
 - b. Will provide the local share funds from sources approved by FTA, and
 - c. Will provide the local share funds when needed,
8. It may transfer a facility or equipment acquired using a grant under 49 U.S.C. 5311(b) to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
 - a. The Recipient in possession of the facility or equipment consents to the transfer, and
 - b. The facility or equipment will continue to be used as required under 49 U.S.C. 5311, and
9. Each fiscal year:
 - a. It will spend at least fifteen (15) percent of its 49 U.S.C. 5311 funding available that fiscal year to develop and support intercity bus transportation within the State, with eligible activities, including:
 - (1) Planning and marketing for intercity bus transportation,
 - (2) Capital grants for intercity bus facilities,
 - (3) Joint-use facilities,
 - (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration Projects, and
 - (5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or
 - b. It will provide to the Federal Transit Administrator a Certification from the Governor of the State that:
 - (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the State, and
 - (2) The State's intercity bus service needs are being met adequately.

17.B. Formula Grants for Other Than Urbanized Areas Program.

If your Applicant seeks FTA funding for its Project under the Formula Grants for Other Than Urbanized Areas Program, former 49 U.S.C. 5311 in effect in FY 2012 or a previous fiscal year, the Certifications in Group 17.B apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications apply to each State or State organization serving as your Applicant for funding appropriated or made available for the Formula Grants for Other Than Urbanized Areas Project authorized by former 49 U.S.C. 5311(b)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply. On its behalf, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):

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- a. Legal capacity,
 - b. Financial capacity, and
 - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Its Project equipment and facilities will be adequately maintained,
4. Its State program required under former 49 U.S.C. 5311(b)(2) has provided for a fair distribution of Federal funding appropriated or made available for former 49 U.S.C. 5311(b), within the State, including Indian reservations,
5. Its State program required under former 49 U.S.C. 5311(b)(2) provides or will provide the maximum feasible coordination of public transportation service funded by former 49 U.S.C. 5311(b), with transportation service funded by other Federal sources,
6. Its Projects in its Formula Grants for Other than Urbanized Areas Program are included in:
 - a. The Statewide Transportation Improvement Program, and
 - b. To the extent applicable, a Metropolitan Transportation Improvement Program,
7. It:
 - a. Has or will have the amount of funds required for the local share, as required by former 49 U.S.C. 5311(g),
 - b. Will provide the local share funds sources approved by FTA, and
 - c. Will provide the local share funds when needed,
8. It may transfer a facility or equipment acquired using a grant under former 49 U.S.C. 5311(b) in effect in FY 2012 or a previous fiscal year to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
 - a. The Recipient in possession of the facility or equipment consents to the transfer, and
 - b. The facility or equipment will continue to be used as required under former 49 U.S.C. 5311, and
9. Each fiscal year:
 - a. It will spend at least fifteen (15) percent of its former 49 U.S.C. 5311 funding available for that fiscal year to develop and support intercity bus transportation within the State with eligible activities, including:
 - (1) Planning and marketing for intercity bus transportation,
 - (2) Capital grants for intercity bus shelters,
 - (3) Joint-use stops and depots,
 - (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration Projects, and
 - (5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or
 - b. It will provide to the Federal Transit Administrator a Certification from the Chief Executive Officer of the State that:
 - (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the State, and
 - (2) The State's intercity bus service needs are being met adequately.

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17.C. Appalachian Development Public Transportation Assistance Program.

If your Applicant seeks FTA funding for its Project under the Appalachian Development Public Transportation Assistance Program, 49 U.S.C. 5311(c)(2), the Certification in Group 17.C applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, in addition to other Certifications and Assurances it must provide, if it is unable to use its funding made available or appropriated for public transportation operating assistance, in accordance with 49 U.S.C. 5311(c)(2)(D), it may use the funding for a highway Project only after:

1. It provides notice and an opportunity for comment and appeal to affected public transportation providers,
2. It approves for such use in writing, and
3. In approving the use, it determines that local transit needs are being addressed.

17.D. Over-the-Road Bus Accessibility Program.

If your Applicant seeks FTA funding for its Project under the Over-the-Road Bus Accessibility Program, section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, 49 U.S.C. 5310 note, the Assurances in Group 17.D apply to your Applicant, except as FTA determines otherwise in writing.

Your Applicant assures that it will comply with all applicable Federal statutes and regulations, and follow applicable Federal guidance in carrying out any Over-the-Road Bus Accessibility Project supported by the FTA grant. It acknowledges that it is under a continuing obligation to comply with the terms and conditions of the grant agreement issued for its Project with FTA. It understands that Federal laws, regulations, policies, and administrative practices might be modified from time to time and affect the implementation of the Project.

It assures that the Federal requirements for the Over-the-Road Bus Accessibility Program during FY 2012 will apply to the Project, except as FTA determines otherwise in writing. Certifications and Assurances for funding to be awarded under this program in FY 2014 are included in these FTA Certifications and Assurances for FY 2014. Each Applicant must submit Group 01 ("Required Certifications and Assurances for Each Applicant"). Each Applicant seeking more than \$100,000 in Federal funding must provide both Group 01, and Group 02, ("Lobbying").

GROUP 18. TRIBAL TRANSIT PROGRAMS.

The Certifications in Group 18 are required for funding under:

- *The Public Transportation on Indian Reservations Formula Program, 49 U.S.C. 5311(c)(1), as amended by MAP-21, and*
- *The Public Transportation on Indian Reservations Discretionary Program, 49 U.S.C. 5311(c)(1).*

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Before FTA may provide funding for your Applicant's Project under either Program listed above, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 18, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 18 that does not apply will not be enforced.

FTA has established terms and conditions for Tribal Transit Program grants financed with funding appropriated or made available for 49 U.S.C. 5311(c)(1). On behalf of your Applicant, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
 - a. Legal capacity,
 - b. Financial capacity, and
 - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Its Project equipment and facilities will be adequately maintained,
4. Its Project will achieve maximum feasible coordination with transportation service funded by other Federal sources,
5. It will:
 - a. Have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR part 18, specifically 49 CFR 18.36, or
 - b. Inform FTA promptly that its procurement system does not comply with those U.S. DOT regulations,
6. It will comply with Buy America under 49 U.S.C. 5323(j), and
7. It will comply with the Certifications, Assurances, and Agreements in:
 - a. Group 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
 - b. Group 05.B (Bus Testing),
 - c. Group 06 (Demand Responsive Service),
 - d. Group 07 (Intelligent Transportation Systems), and
 - e. Group 10 (Alcohol and Controlled Substances Testing).

GROUP 19. LOW OR NO EMISSION/CLEAN FUELS GRANT PROGRAM

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The Certifications in Group 19 are required for funding under:

- 19.A. The Low or No Emission Vehicle Deployment Program, 49 U.S.C. 5312(d)(5), as amended by MAP-21, and*
- 19.B. The Clean Fuels Grant Program, former 49 U.S.C. 5308, in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply.*

Before FTA may provide funding for your Applicant's Project under any of the Programs listed above, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 19, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 19 that does not apply will not be enforced.

19.A. Low or No Emission Vehicle Deployment.

If your Applicant seeks FTA funding for its Project under the Low or No Emission Vehicle Development Program, 49 U.S.C. 5312(d)(5), as amended by MAP-21, the Certifications and Assurances in Group 19.A apply to your Applicant, except as FTA determines otherwise in writing.

Section 5312(d)(5)(C)(i) of title 49 requires the following Certifications for Low or No Emission Vehicle Deployment Program funding appropriated or made available for MAP-21. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
 - a. Legal capacity,
 - b. Financial capacity, and
 - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that, during non-peak hours, for transportation using or involving a facility or equipment funded for its Project, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - a. Any senior,

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- b. Any individual who, because of illness, injury, age, a congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or who has semi-ambulatory capability), and cannot use a public transportation service or a public transportation facility effectively without special facilities, special planning, or special design,
- c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), or
- d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
- 5. When carrying out a procurement under this Program, it will comply with the:
 - a. General Provisions of 49 U.S.C. 5323, and
 - b. Third Party Contract Provisions of 49 U.S.C. 5325,
- 6. It has:
 - a. Informed or will inform the public of the amounts of its funding available under this Program,
 - b. Developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
 - c. Published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Projects and its performance as an Applicant,
 - d. Provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
 - e. Assured or will assure that the proposed Program of Projects provides for coordination of public transportation services assisted under 49 U.S.C. 5336 with federally funded transportation services supported by other United States Government sources,
 - f. Considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
 - g. Made or will make the final list of Projects available to the public,
- 7. It:
 - a. Has or will have the amount of funds required for the local share,
 - b. Will provide the local share funds from sources approved by FTA, and
 - c. Will provide the local share funds when needed,
- 8. It will comply with:
 - a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
 - b. The Statewide and Nonmetropolitan Planning requirements of 49 U.S.C. 5304,
- 9. It has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation, and
- 10. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

19.B. Clean Fuels Grant Program.

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If your Applicant seeks FTA funding for its Project under the Clean Fuels Grant Program, former 49 U.S.C. 5308, in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 crosscutting requirements that apply, the Certifications and Assurances in Group 19.B apply to your Applicant, except as FTA determines otherwise in writing.

Former 49 U.S.C. 5307(d)(1) except as superseded by MAP-21 cross-cutting requirements that apply, requires the following Certifications for Clean Fuels Grant Program funding appropriated or made available for former 49 U.S.C. 5308 in effect in FY 2012 or a previous fiscal year. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
 - a. Legal capacity,
 - b. Financial capacity, and
 - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain the Project equipment and facilities adequately,
4. It will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving Project facilities or equipment supported under former 49 U.S.C. 5308:
 - a. Elderly individuals,
 - b. Individuals with disabilities,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
5. When carrying out a procurement under former 49 U.S.C. 5308, it will, and will require each Subrecipient, to comply with the following provisions as amended by MAP-21:
 - a. Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
 - b. The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
 - c. "Buy America" under 49 U.S.C. 5323(j),
 - d. Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
 - e. Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
 - f. "Veterans Preference/Employment" under 49 U.S.C. 5325(k),
6. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
7. It:
 - a. Has or will have the amount of funds required for the local share,
 - b. Will provide the local share funds from sources approved by FTA, and
 - c. Will provide the local share funds when needed,

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8. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303 and 5304,
9. It has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation, and
10. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

GROUP 20. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

Before FTA may provide funding for your Applicant's Project under the Paul S. Sarbanes Transit in Parks Program, former 49 U.S.C. 5320, in effect in FY 2012 or a previous fiscal year for your Applicant's Project, except as superseded by MAP-21 requirements that apply, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 20, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications and Assurances in Group 20 that does not apply will not be enforced.

1. The following Certifications and Assurances for the Paul S. Sarbanes Transit in Parks Program (Parks Program) are required by former 49 U.S.C. 5320 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. It will consult with the appropriate Federal land management agency during the planning process, and
 - b. The requirements of former 49 U.S.C. 5307, as determined by FTA, will apply to the Parks Program, authorized by former 49 U.S.C. 5320, and
2. FTA has determined certain requirements of former 49 U.S.C. 5307 to be appropriate for the Parks Program, of which some require Certifications. Therefore as specified under former 49 U.S.C. 5307(d)(1) except as superseded by MAP-21 cross-cutting requirements that apply, you certify that:
 - a. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
 - (1) Legal capacity,
 - (2) Financial capacity, and

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- (3) Technical capacity,
- b. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
- c. It will maintain the Project equipment and facilities adequately,
- d. When carrying out a procurement under former 49 U.S.C. 5320, it will, and will require each Subrecipient, to comply with the following provisions as amended by MAP-21:
 - (1) Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
 - (2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
 - (3) “Buy America” under 49 U.S.C. 5323(j),
 - (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
 - (5) Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
 - (6) “Veterans Preference/Employment” under 49 U.S.C. 5325(k),
- e. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
- f. It has complied or will comply with the requirements of former 49 U.S.C. 5307(c). Specifically, it:
 - (1) Has made or will make available to the public information on the amounts available for the Parks Program, former 49 U.S.C. 5320, and the Projects it proposes to undertake,
 - (2) Has developed or will develop, in consultation with interested parties, including private transportation providers, Projects to be financed,
 - (3) Has published or will publish a list of proposed Projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed Projects and submit comments on the proposed Projects and its performance,
 - (4) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed Projects,
 - (5) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
 - (6) Has made or will make the final list of Projects available to the public,
- g. It:
 - (1) Has or will have the amount of funds required for the local share,
 - (2) Will provide the local share funds from sources approved by FTA, and
 - (3) Will provide the local share funds when needed,
- h. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303 and 5304, and
- i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.

GROUP 21. STATE SAFETY OVERSIGHT GRANT PROGRAM.

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

Before FTA may provide funding for your Applicant's Project under the State Safety Oversight Grant Program, 49 U.S.C. 5329(e), as amended by MAP-21, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 21, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 21 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
 - a. Legal capacity,
 - b. Financial capacity, and
 - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. When carrying out a procurement for its Project, it will comply with the:
 - a. The Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments, 49 C.F.R. part 18,
 - b. General Provisions of 49 U.S.C. 5323, and
 - c. Third Party Contract Requirements of 49 U.S.C. 5325,
5. As required by 49 U.S.C. 5329(e)(6)(C), it:
 - a. Has or will have the amount of funds required for the local share,
 - b. Will provide the local share funds only from sources approved by FTA, and will not be met by:
 - (1) Any Federal funds,
 - (2) Any funds received from a public transportation agency, or
 - (3) Any revenues earned by a public transportation agency, and
 - c. Will provide the local share funds when needed,
6. It meets the applicable requirements of 49 C.F.R. part 659, Rail Fixed Guideway Systems: State Safety Oversight, and
7. It has received or will receive an FTA certification upon a determination that its State Safety Oversight Program meets the requirements of 49 U.S.C. 5329(e) and is adequate to promote the purposes of 49 U.S.C. 5329.

GROUP 22. PUBLIC TRANSPORTATION EMERGENCY RELIEF PROGRAM.

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

Before FTA may provide funding for your Applicant's Project under the Public Transportation Emergency Relief Program, 49 U.S.C. 5324, as amended by MAP-21, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Assurance in Group 22, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Assurance in Group 22 that does not apply will not be enforced.

As required by 49 U.S.C. 5324(d), on behalf of your Applicant, you assure that it will comply with the requirements of the Certifications and Assurances as FTA determines will apply to an Applicant for funding appropriated or made available for the Public Transportation Emergency Relief Program.

GROUP 23. EXPEDITED PROJECT DELIVERY PILOT PROGRAM.

Before FTA may provide funding for your Applicant's Project under the Expedited Project Delivery Pilot Program, section 20008(b)(5)(D) of MAP-21, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certification in Group 23, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

To the extent that the Certification in Group 23 does not apply, it will not be enforced.

On behalf of your Applicant, you certify that its existing public transportation system or the public transportation system that is the subject of the Project is in a state of good repair, as required by section 20008(b)(5)(D) of MAP-21.

GROUP 24. INFRASTRUCTURE FINANCE PROGRAMS.

The Certifications in Group 24 apply to the following programs:

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

- 24.A. *The Transportation Infrastructure Finance and Innovation Act (TIFIA) Program, 23 U.S.C. 601-609, except as superseded by MAP-21 cross-cutting requirements that apply, and*
- 24.B. *The State Infrastructure Banks (SIB) Program, 23 U.S.C. 610, except as superseded by MAP-21 cross-cutting requirements that apply.*

Before FTA may provide credit assistance under TIFIA for your Applicant's Project or funding for your Applicant to deposit in a SIB, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 24, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications and Assurances in Group 24 that does not apply will not be enforced.

24.A. Transportation Infrastructure Finance and Innovation Act (TIFIA) Program.

If your Applicant seeks FTA funding for its Project under the TIFIA Program, the Certifications and Assurances in Group 24.A applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure, as required by 49 U.S.C. 5323(o), that Federal transit laws, specifically 49 U.S.C. 5307, 49 U.S.C. 5309, and 49 U.S.C. 5337, apply to any Project under 49 U.S.C. chapter 53 that receives TIFIA credit assistance under 23 U.S.C. 601 – 609.

1. To comply with 49 U.S.C. 5307, specifically 49 U.S.C. 5307(d)(1), on its behalf, you certify that:
 - a. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
 - (1) Legal capacity,
 - (2) Financial capacity, and
 - (3) Technical capacity,
 - b. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
 - c. It will maintain its Project equipment and facilities adequately,
 - d. It will ensure that when, during non-peak hours for transportation using or involving a facility or equipment of a TIFIA-financed Project, a fare that is not

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

more than fifty (50) percent of the peak hour fare will be charged to the following individuals:

- (1) A senior,
 - (2) 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 a public transportation service or a public transportation facility effectively without special facilities, planning, or design, or
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
- e. When carrying out a TIFIA-funded procurement, it will comply with:
- (1) 49 U.S.C. 5323, and
 - (2) 49 U.S.C. 5325,
- f. It has complied with or will comply with 49 U.S.C. 5307(b), because it:
- (1) Has made or will make available to the public information on amounts of its TIFIA funding request(s),
 - (2) Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
 - (3) Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,
 - (4) Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
 - (5) Has ensured or will ensure that the proposed Program of Projects provides for coordination of public transportation services funded by FTA under 49 U.S.C. 5336 and U.S. DOT under TIFIA with federally funded transportation services supported by other United States Government sources,
 - (6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
 - (7) Has made or will make the final Program of Projects available to the public,
- g. It:
- (1) Has or will have at least (twenty) 20 percent of the TIFIA net Project costs required for the local share,
 - (2) Will provide the local share funds from sources approved by FTA, and
 - (3) Will provide the local share funds when needed,
- h. It will comply with:
- (1) The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
 - (2) The Statewide and Nonmetropolitan Planning requirements of 49 U.S.C. 5304,

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

- i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation, and
 - j. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d),
2. To comply with the interest and financing costs restrictions of 49 U.S.C. chapter 53, it agrees that it will not seek reimbursement for interest and other financing costs incurred in connection with its Project that must be in compliance with those requirements unless:
 - a. It is eligible to receive Federal funding for those expenses, and
 - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*)
4. The National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. 5321 *et seq.*, and will receive an environmental categorical exclusion, a finding of no significant impact, or a record of decision under NEPA for its Project prior to obligation of funds, and
5. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. 5326(d), when required.

24.B. State Infrastructure Banks (SIB) Program.

If your Applicant is a State and seeks FTA funding under the SIB Program to deposit in its SIB, the Certifications and Assurances in Group 24.B applies to your State and its Project, except as FTA determines otherwise in writing.

On behalf of the State organization serving as your Applicant for funding for its SIB Program, you certify and assure that:

1. It will comply with the following applicable Federal laws establishing the various SIB programs since 1995:
 - a. 23 U.S.C. 610, as amended by MAP-21,
 - b. 23 U.S.C. 610 or its predecessor before MAP-21 was signed into law,
 - c. Section 1511 of TEA-21, 23 U.S.C. 181 note, or
 - d. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181,
2. It will comply with or follow the Cooperative Agreement establishing the State's SIB program between:
 - a. It and FHWA, FRA, and FTA, or
 - b. It and FHWA and FTA,
3. It will comply with or follow the Grant Agreement that provides FTA funding for the SIB and is between it and FTA, including the FTA Master Agreement, which is incorporated by reference into the Grant Agreement, except that any provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:
 - a. 23 U.S.C. 610, as amended by MAP-21,

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

- b. 23 U.S.C. 610 or its predecessor before MAP-21 was signed into law,
 - c. Section 1511 of TEA-21, 23 U.S.C. 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note,
 - d. Federal guidance pertaining to the SIB Program,
 - e. The Cooperative Agreement establishing the State's SIB Program, or
 - f. The FTA Grant Agreement,
4. As required by 49 U.S.C. 5323(o), Federal transit laws, specifically 49 U.S.C. 5307, 49 U.S.C. 5309, and 49 U.S.C. 5337, as amended by MAP-21, apply to any Project under 49 U.S.C. chapter 53 that receives SIB support or financing under 23 U.S.C. 610 (or any support from 23 U.S.C. 601 – 609),
5. As required by 49 U.S.C. 5323(o) and 49 U.S.C. 5307(d)(1):
- a. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of those proposed Project(s):
 - (1) Legal capacity,
 - (2) Financial capacity, and
 - (3) Technical capacity,
 - b. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
 - c. It will maintain its Project equipment and facilities adequately,
 - d. It will ensure that when, during non-peak hours for transportation using or involving a facility or equipment of a SIB-financed Project, a fare that is not more than fifty (50) percent of the peak hour fare will be charged to the following individuals:
 - (1) A senior,
 - (2) 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 a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) An individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), or
 - (4) An individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
 - e. When carrying out a procurement under a SIB-financed Project, it will comply with the:
 - (1) General Provisions of 49 U.S.C. 5323, and
 - (2) Third Party Contract Provisions of 49 U.S.C. 5325,
 - f. It has complied with or will comply with 49 U.S.C. 5307(b), because it:
 - (1) Has made or will make available to the public information on amounts of its funding requested under the SIB program,
 - (2) Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
 - (3) Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

- have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,
- (4) Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
- (5) Has ensured or will ensure that the proposed Program of Projects provide for coordination of public transportation services funded by FTA under 49 U.S.C. 5336 and the SIB Program with federally funded transportation services supported by other United States Government sources,
- (6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
- (7) Has made or will make the final Program of Projects available to the public,
- g. It:
 - (1) Has or will have the amount of funds required for the local share by the SIB Program, but not less than twenty-five (25) percent of each capitalization grant,
 - (2) Will provide the local share funds from sources approved by FTA, and
 - (3) Will provide the local share funds when needed,
- h. It will comply with the:
 - (1) The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
 - (2) The Statewide and Nonmetropolitan Planning requirements of 49 U.S.C. 5304,
- i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation, and
- j. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d),
- 2. As required by 49 U.S.C. chapter 53, it certifies that it will not seek reimbursement for interest and other financing costs incurred in connection with its Project unless:
 - a. It is eligible to receive Federal funding for those expenses, and
 - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require, and
- 3. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. 5326(d).

Selection and Signature Page(s) follow.

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

(Signature page alternative to providing Certifications and Assurances in TEAM-Web)

Name of Applicant: Escambia County, Florida

The Applicant agrees to comply with applicable provisions of Groups 01 – 24. XX

OR

The Applicant agrees to comply with applicable provisions of the Groups it has selected:

<u>Group</u>	<u>Description</u>	
01.	Required Certifications and Assurances for Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement and Procurement Systems.	_____
04.	Private Section Protections.	_____
05.	Rolling Stock Reviews and Bus Testing.	_____
06.	Demand Responsive Service.	_____
07.	Intelligent Transportation Systems.	_____
08.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	_____
09.	Transit Asset Management Plan and Public Transportation Agency Safety Plan.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity) and Capital Investment Program in Effect before MAP-21.	_____
12.	State of Good Repair Program.	_____
13.	Fixed Guideway Modernization Grant Program.	_____
14.	Bus and Bus Facilities Formula Grants Program and Bus and Bus Related Equipment and Facilities Grant Program (Discretionary).	_____
15.	Urbanized Area Formula Grants Programs, Passenger Ferry Grants Program, and Job Access and Reverse Commute (JARC) Program.	_____
16.	Seniors/Elderly/Individuals with Disabilities Programs and New Freedom Program.	_____
17.	Rural/Other Than Urbanized Areas/Appalachian Development/Over-the-Road Bus Accessibility Programs.	_____
18.	Public Transportation on Indian Reservations Programs (also known as the Tribal Transit Programs).	_____
19.	Low or No Emission/Clean Fuels Grant Programs.	_____
20.	Paul S. Sarbanes Transit in Parks Program.	_____
21.	State Safety Oversight Program.	_____
22.	Public Transportation Emergency Relief Program.	_____
23.	Expedited Project Delivery Pilot Program.	_____
24.	Infrastructure Finance Programs.	_____

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2014 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE (Required of all Applicants for FTA funding and all FTA Grantees with an active Capital or Formula Project)

AFFIRMATION OF APPLICANT

Name of the Applicant: Escambia County, Florida

Name and Relationship of the Authorized Representative: Lumon J. May, Chairman

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all Federal statutes and regulations, and follow applicable Federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2014, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Project for which it seeks now, or may later seek FTA funding during Federal Fiscal Year 2014.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____

Date: _____

Name Lumon J. May, Chairman
Authorized Representative of Applicant

Attest: Pam Childers
Clerk of the Circuit Court

AFFIRMATION OF APPLICANT'S ATTORNEY

Deputy Clerk

For (Name of Applicant): Escambia County, Florida

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA Project or Projects.

Signature _____

Date: 2/11/14

Name Alison Rogers
Attorney for Applicant

Each Applicant for FTA funding and each FTA Grantee with an active Capital or Formula Project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5737

County Administrator's Report 9. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 03/06/2014

Issue: Disposition of Property

From: Craig Van Brussell, Court Technology Officer

Organization: Court Administration

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for Court Administration - Craig Van Brussel, Court Technology Officer

That the Board approve the request for Disposition of Property Form for the Court Administrator's Office, for property that has been listed and described in detail on the spreadsheet provided. The listed items have been determined to be of no further usefulness to the Court; thus, it is requested that they be auctioned as surplus or properly disposed of.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition has been reviewed and declared to be obsolete and/or of no use to the Court, therefore suitable to be auctioned or 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 Escambia County Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

It is requested that Escambia County pick up items by contacting Patt Ormerod at 595-4406 to schedule pickup.

Attachments

Request for Disposition

List of Disposition Property

Escambia County Court Administration Fixed Asset - Request For Disposition of Property

Property Tag (Y/N)		Property Number	Property Description of Item	Serial Number	Model	Year	Condition
1	Y	40709	HP Printer	JPBK133057	III	1994	Broken
2	Y	45558	HP Printer	USKC202514	5N	1997	Broken
3	Y	45559	HP Printer	USKB192715	5N	1997	Broken
4	Y	46014	Dell Computer	BM57B	OptiPlex GS	1997	Antiquated
5	Y	46341	Dell Computer	C1DN9	OptiPlex GN	1997	Antiquated
6	Y	46887	Dell Computer	FYHR4	OptiPlex G1	1999	Antiquated
7	Y	47893	Dell Computer	OCHXH	OptiPlex G1	1997	Antiquated
8	Y	47988	Dell Laptop	VF7RH	Latitude CPI	1999	Antiquated
9	Y	47991	Dell Laptop	VF7QY	Latitude CPI	1999	Antiquated
10	Y	48111	Dell Laptop	VF84Y	Latitude CPI	1999	Antiquated
11	Y	48216	Dell Laptop	VL00B	Latitude CPI	1999	Antiquated
12	Y	48224	Dell Server	8DBTE	PowerEdge 2300	1999	Antiquated
13	Y	48752	Dell Computer	8FKR00B	GX110	2000	Antiquated
14	Y	49376	Dell Computer	C2JM901	OptiPlex GX115	2001	Antiquated
15	Y	49377	Dell Computer	D2JM901	OptiPlex GX115	2001	Antiquated
16	Y	49379	Dell Laptop	5QLS901	Latitude CPI	2001	Antiquated
17	Y	49428	Sennheisser Reciever	257561	EW100	2001	Antiquated
18	Y	49978	Dell Computer	6LPCN01	OptiPlex GX115	2001	Antiquated
19	Y	49982	Dell Computer	3N91P01	OptiPlex GX150	2001	Antiquated
20	Y	50415	Dell Laptop	9Y06V01	Inspiron 2500	2001	Antiquated
21	Y	50418	Dell Laptop	93XXV01	Inspiron 4000	2001	Antiquated
22	Y	50419	Dell Laptop	H3XXV01	Inspiron 4000	2001	Antiquated
23	Y	50420	Dell Laptop	24XXV01	Inspiron 4000	2001	Antiquated
24	Y	50673	Dell Computer	40RP411	OptiPlex GX240	2002	Antiquated
25	Y	50674	Dell Computer	CXQP411	OptiPlex GX240	2002	Antiquated
26	Y	50675	Dell Computer	9QXP411	OptiPlex GX240	2002	Antiquated
27	Y	50678	Dell Computer	BYQP411	OptiPlex GX240	2002	Antiquated
28	Y	50679	Dell Computer	HYQP411	OptiPlex GX240	2002	Antiquated
29	Y	50681	Dell Computer	FYQP411	OptiPlex GX240	2002	Antiquated

Property Tag (Y/N)			Property Number	Property Description of Item			Serial Number	Model	Year	Condition
30	Y		50682	Dell Computer		B1RP411	OptiPlex GX240	2002	Antiquated	
31	Y		50683	Dell Computer		FORP411	OptiPlex GX240	2002	Antiquated	
32	Y		50685	Dell Computer		8YQP411	OptiPlex GX240	2002	Antiquated	
33	Y		50687	Dell Computer		DORP411	OptiPlex GX240	2002	Antiquated	
34	Y		50689	Dell Computer		6XQP411	OptiPlex GX240	2002	Antiquated	
35	Y		50692	Dell Computer		8XQP411	OptiPlex GX240	2002	Antiquated	
36	Y		50695	Dell Computer		3YQP411	OptiPlex GX240	2002	Antiquated	
37	Y		50696	Dell Computer		JORP411	OptiPlex GX240	2002	Antiquated	
38	Y		50697	Dell Computer		71RP411	OptiPlex GX240	2002	Antiquated	
39	Y		50709	Dell Computer		7Y7C511	OptiPlex GX150	2002	Antiquated	
40	Y		50711	Dell Computer		CZ7C511	OptiPlex GX150	2002	Antiquated	
41	Y		50712	Dell Computer		JY7C511	OptiPlex GX150	2002	Antiquated	
42	Y		50713	Dell Computer		HY7C511	OptiPlex GX150	2002	Antiquated	
43	Y		50714	Dell Computer		6Y7C511	OptiPlex GX150	2002	Antiquated	
44	Y		50715	Dell Computer		FY7C511	OptiPlex GX150	2002	Antiquated	
45	Y		50716	Dell Computer		4Z7C511	OptiPlex GX150	2002	Antiquated	
46	Y		50717	Dell Computer		BZ7C511	OptiPlex GX150	2002	Antiquated	
47	Y		50718	Dell Computer		8Z7C511	OptiPlex GX150	2002	Antiquated	
48	Y		50719	Dell Computer		9Y7C511	OptiPlex GX150	2002	Antiquated	
49	Y		50720	Dell Computer		2Z7C511	OptiPlex GX150	2002	Antiquated	
50	Y		50721	Dell Computer		6Z7C511	OptiPlex GX150	2002	Antiquated	
51	Y		50722	Dell Computer		CV16511	OptiPlex GX150	2002	Antiquated	
52	Y		50901	Dell Laptop		GG7QB11	PP01X	2002	Antiquated	
53	Y		51186	Dell Computer		9B71X11	OptiPlex GX260	2002	Antiquated	
54	Y		51188	Dell Computer		DB71X11	OptiPlex GX260	2002	Antiquated	
55	Y		51189	Dell Computer		CB71X11	OptiPlex GX260	2002	Antiquated	
56	Y		51190	Dell Computer		FB71X11	OptiPlex GX260	2002	Antiquated	
57	Y		51191	Dell Computer		GB71X11	OptiPlex GX260	2002	Antiquated	
58	Y		51950	Dell Computer		1DSNN21	OptiPlex GX260	2003	Antiquated	
59	Y		51952	Dell Computer		JDSNN21	OptiPlex GX260	2003	Antiquated	
60	Y		51953	Dell Computer		8FSNN21	OptiPlex GX260	2003	Antiquated	

Property Property

Tag (Y/N)	Number	Description of Item	Serial Number	Model	Year	Condition
61	Y	51956 Dell Computer	GFSNN21	OptiPlex GX260	2003	Antiquated
62	Y	51958 Dell Computer	3FSNN21	OptiPlex GX260	2003	Antiquated
63	Y	52022 Dell Computer	4WW6T21	OptiPlex GX260	2003	Antiquated
64	Y	52024 Dell Laptop	3QLRR21	Latitude X200	2003	Antiquated
65	Y	52844 Dell Computer	35CY541	OptiPlex GX270	2004	Antiquated
66	Y	52847 Dell Computer	F4CY541	OptiPlex GX270	2004	Antiquated
67	Y	52848 Dell Computer	J4CY541	OptiPlex GX270	2004	Antiquated
68	Y	53113 Mackie Mixer	21HW10606	DX	2004	Broken
69	Y	55541 Dell Computer	50NFZB1	OptiPlex GX620	2006	Broken
70	Y	55929 Dell Server	4S7MPC1	PE 2950	2007	Antiquated
71	Y	55949 HP Tape Library		Storage Works	2007	Broken
72	Y	56654 Dell Computer	DK1T9D1	OptiPlex 745	2007	Broken
73	N		895JQ11	Optiplex 260		Antiquated
74	N		DJHB721	Optilex 280		Antiquated
75	N		4PF1741	Optiplex 260		Antiquated
76	N		7GN0JC1	Optiplex 745		Broken
77	N		3JJ34B1	Optiplex 620		Broken
78	N		CND1F47917	P3005		Broken
79	N		CN2AA3RGQM	Officejet 6100		Broken
80	N		MY75S530BZ	Officejet Pro 7580		Broken
81	N		CND1707900	P3005		Broken
82	N		USPD00441	2100		Broken
83	N		CNB1C23365	P2055		Broken
84	N		SGM37COWYT	3330		Broken
85	N		USG2250589	P2100		Broken
86	N		USB8074568	HP6P		Broken
87	N		7482993	Trinitron		Broken
88	N		9VNJV51	Inspiron 1150		Broken
89						



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5760

County Administrator's Report 9. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 03/06/2014

Issue: Resolution Supporting Additional Lionfish Control Efforts

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution Supporting Additional Lionfish Control Efforts - Keith Wilkins, Community & Environment Department Director

That the Board adopt and authorize the Chairman to sign a Resolution supporting the development of additional lionfish control efforts and more effective lionfish control measures, and encouraging and requesting the Florida Fish and Wildlife Conservation Commission, Florida Legislature, Gulf of Mexico Fishery Management Council, National Marine Fisheries Service, other state and federal agencies, non-governmental organizations, and volunteer groups to support the development and implementation of lionfish removal and population control measures.

BACKGROUND:

Naturally-functioning aquatic, estuarine and marine ecosystems are vital components of a healthy food supply, marine recreation, quality of life, and economy. The non-native invasive lionfish were first sighted in 2010 and have since become substantially abundant in the artificial and natural reefs in the Gulf of Mexico off Escambia County, and are becoming established within the estuarine waters. Because existing measures to control lionfish by voluntary efforts have not proven effective, it is in the best interest of the health, safety, and welfare of its citizens that Escambia County assists in establishing additional measures to supplement existing voluntary lionfish control efforts.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution was reviewed and approved as to form and legal sufficiency by Assistant County Attorney, Kristin Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Request the Clerk's Office to forward a copy of the Resolution to Mr. Nick Wiley, Executive Director, Florida Fish and Wildlife Conservation Commission; Mr. Doug Gregory, Executive Director, Gulf of Mexico Fisheries Management Council; and Ms. Eileen Sobeck, Assistant Administrator, NOAA Fisheries Service.

Attachments

Lionfish Resolution-Addtl Control

RESOLUTION NUMBER R2014- _____

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA, SUPPORTING ADDITIONAL
LIONFISH CONTROL EFFORTS; PROVIDING FOR TRANSMITTAL;
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, naturally-functioning aquatic, estuarine and marine ecosystems are vital components of a healthy food supply, marine recreation, quality of life and economy for the citizens of Escambia County; and

WHEREAS, non-native invasive species pose a serious threat to naturally-functioning aquatic, estuarine and marine ecosystems; and

WHEREAS, since their first sighting in 2010, the non-native invasive lionfish has become substantially abundant at artificial and natural reefs in the Gulf of Mexico off Escambia County and are becoming established within the estuarine waters; and

WHEREAS, existing measures to control lionfish by voluntary efforts have not proven effective; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of Escambia County that the County assist in establishing additional measures to supplement existing voluntary lionfish control efforts.

**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 Escambia County Board of County Commissioners supports the development of additional and more effective lionfish control measures.

Section 3. That the Escambia County Board of County Commissioners encourages and requests the Florida Fish and Wildlife Conservation Commission, Florida Legislature, Gulf of Mexico Fishery Management Council, National Marine Fisheries Service, other state and federal agencies, non-governmental organizations and volunteer groups to support the development and implementation of lionfish removal and population control measures.

Section 4. That the Escambia County Board of County Commissioners directs the Clerk to forward a copy of this resolution to Mr. Nick Wiley, Executive Director, Florida Fish and Wildlife Conservation Commission; Mr. Doug

Gregory, Executive Director, Gulf of Mexico Fisheries Management Council; and Ms. Eileen Sobeck, Assistant Administrator, NOAA Fisheries Service.

Section 5. That this resolution shall take effect immediately 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: 2/12/14

**RE: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA, SUPPORTING ADDITIONAL LIONFISH
CONTROL EFFORTS**

Mailing addresses for Clerk:

**Nick Wiley, Executive Director
Florida Fish and Wildlife Conservation Commission
620 South Meridian St
Tallahassee, FL 32399-1600**

**Doug Gregory, Executive Director
Gulf of Mexico Fisheries Management Council
2203 N. Lois Ave
Suite 1100
Tampa, FL 33607**

**Eileen Sobeck, Assistant Administrator
NOAA Fisheries Service
1315 East West Highway
Silver Spring, MD 20910**



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5750

County Administrator's Report 9. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 03/06/2014

Issue: Assignment of Agreement, 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 Agreement PD 02-03.079, 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 Assignment of Agreement providing for an administrative modification to PD 02-03.079, Professional Services as Governed by Florida Statute 287.055, between Escambia County, Florida, and Gallet & Associates, Inc., changing the name to Terracon Consultants, Inc.

BACKGROUND:

On October 2, 2003 the County approved a Contract with Gallet & Associates, Inc.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Contract Assignment prepared and 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 Assignment

**ASSIGNMENT OF AGREEMENT BETWEEN
ESCAMBIA COUNTY, FLORIDA AND GALLET & ASSOCIATES, INC.
TO TERRACON CONSULTANTS, INC.**

THIS ASSIGNMENT OF AGREEMENT WITH CONSENT ("Assignment") is made this _____ day of _____ 2014, by and among Escambia County, Florida, a political subdivision of the State of Florida, with the administrative address of 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "the County") and Gallet & Associates, Inc., formerly a foreign for-profit corporation authorized to do business in the State of Florida, with a principal address of 110 12th Street north, Birmingham, AL 35203 (hereinafter referred to as the "Assignor-Gallet"), and Terracon Consultants, Inc., a foreign for-profit corporation authorized to do business in the State of Florida, whose principal address is 18001 West 106th Street, Suite 300, Olathe, KS 66061 (hereinafter referred to as "Assignee-Terracon").

WITNESSETH:

WHEREAS, the County entered into an agreement for professional services with Assignor-Gallet (PD 02-03.79) on or about October 2, 2003; and

WHEREAS, Assignor-Gallet subsequently discontinued operations in Florida with all such operations being assumed by Assignee; and

WHEREAS, Assignor-Gallet now desires to assign all of its rights, duties and obligations under the Contract to Assignee for such assignment; and

WHEREAS, Assignee-Terracon now desires to accept an assignment of Assignor's rights, duties and obligations under the Contract.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, County, Assignor-Gallet, and Assignee-Terracon hereby agree as follows:

1. The Contract is hereby assigned to Assignee-Terracon, and Assignee accepts such assignment, and the County and Assignor consent to such assignment, subject to the terms and conditions set forth in this Assignment. All rights, duties and obligations of Assignor-Gallet under the Contract shall become the right, duties and obligations of Assignee-Terracon immediately upon this Assignment becoming effective.

2. County, Assignor, and Assignee agree to the assumption of the performance of the Contract by Assignee-Terracon, and to the release of Assignor-Gallet from any further performance under the Contract.

3. The Contract and all terms and conditions therein shall remain unaltered and in full force and effect and are hereby ratified and confirmed in all respects, as hereinabove amended. Any reference in the Contract or in any instrument, document or consideration executed or delivered pursuant to the Contract to "this Agreement", "hereof", "hereto", and "hereunder" and similar references thereto shall be deemed and construed to be a reference to the Contract, as amended by this Assignment.

4. This Assignment will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to otherwise applicable principles of conflicts of law. This Assignment may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute but one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairman, duly authorized to execute same by Board action on ____ day of _____ 2014, and Gallet & Associates, Inc., signing by and through its President duly authorized to execute same,

and Terracon Consultants, Inc., signing by and through its President duly authorized to execute same.

Approved as to form and legal
sufficiency.

By/Title: K. H. [Signature]

Date: 2/19/19

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

(Seal)

ESCAMBIA COUNTY, FLORIDA, a political
subdivision of the State of Florida acting by
and through its authorized Board of County
Commissioners.

By: _____
Lumon J. May, Chairman

ATTEST: Corporate Secretary

(CORPORATE SEAL)

ASSIGNOR: GALLET & ASSOCIATES, INC.

By: _____
President

Date: _____

ATTEST: Corporate Secretary

(CORPORATE SEAL)

**ASSIGNEE: TERRACON CONSULTANTS,
INC.**

By: _____
President

Date: _____



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5777

County Administrator's Report 9. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 03/06/2014

Issue: Reappointment to the BID Inspections Fund Advisory Board (IFAB)

From: Donald R. Mayo, Interim Building Official

Organization: Building Inspections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Reappointment to the BID Inspections Fund Advisory Board - Donald R. Mayo, Interim Building Official

That the Board take the following action concerning the reappointment of Thomas Henry, to the BID (Building Inspections Department) Inspections Fund Advisory Board (IFAB):

A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures; and

B. Reappoint, retroactively, Thomas Henry, Thomas Home Corporation, (Construction Industry Trade), for a second three-year term, effective October 1, 2013, through September 30, 2016.

BACKGROUND:

The BID Inspections Fund Advisory Board (IFAB) is governed under the Escambia County Code of Ordinances, Number 2004-56, Chapter 46, Article VI, Section 46-286. Members are appointed by the Board of County Commissioners with the names of individuals to be submitted by the Home Builders Association of West Florida. Members serve three year terms and may be reappointed to serve additional terms in accordance with the Escambia County Code of Ordinances, Section 46-286(f)(2).

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The BID Inspections Fund Advisory Board shall meet at least quarterly in accordance with the requirements of Florida's Government in the Sunshine Law with the Building Official, to review compliance and make recommendations on the Department's budget, service fees and costs, and other related financial matters.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resume_Thomas Henry

Thomas Henry
Thomas Home Corporation
3050 Highway 95A South
Cantonment, FL 32533
Office: 850-479-9327
Fax: 850-479-2560

- ❖ President of Thomas Home Corporation
- ❖ Registered Building Contractor since 1990
- ❖ Past President of the Home Builders Association of West Florida
- ❖ Past chairman of Escambia County Planning Board
- ❖ Actively building in Escambia County since 1990



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5780

County Administrator's Report 9. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 03/06/2014

Issue: Appointment to the Escambia County Disability Awareness Committee

From: Steven Barry, District 5 Commissioner

Organization: Board of County Commissioners

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Escambia County Disability Awareness Committee - Commissioner Steven L. Barry, District 5

That the Board confirm the appointment of Angela McMahan to the Escambia County Disability Awareness Committee, to serve as the District 5 appointee, replacing Teresa H. Langham, who resigned, effective March 6, 2014, and running concurrently with Commissioner Steven L. Barry's term of office, or at his discretion.

BACKGROUND:

The previous appointee, Teresa H. Langham, has resigned her position.

Angela McMahan submitted a resume, expressing interest in the appointment to serve on the Escambia County Disability Awareness Committee; at this time, Commissioner Barry would like to appoint Ms. McMahan to replace Ms. Langham.

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

Resume of Angela McMahan

Angela McMahan

Objective	To further my career in the banking industry using sales skills, customer service skills and knowledge of the market and community and provide for my family.
Experience	<p>Gulf Coast Community Bank July 2003 to present</p> <p>Branch Manager/Business Development</p> <ul style="list-style-type: none">▪ Branch Manager at the Nine Mile Road Office Duties include but not limited to: Managing the staff and day to day operations of the branch, growing deposit base, consumer lending, commercial lending to include SBA, and business development.▪ Opened and managed the Cordova Branch and Opened and manage the Nine Mile Road Branch <p>AmSouth Bank April 1990 to July 2003</p> <p>Private Client Services, Sales Assistant</p> <ul style="list-style-type: none">▪ Assist Sales Manager in daily operations of Private Client Services▪ Assist Relationship Managers with sales calls and sales efforts▪ Actively assist in managing client relationships and implement programs for prospecting▪ Train new Relationship Managers and assistants on products and services <p>Other Financial Experience prior to AmSouth: 1988-1990 Citizens & Builders Savings and Loan 1985-1988 Central Credit Union 1983-1985 Citizens & Peoples Bank 1982-1983 Florida National Bank</p>
Civic & Community Organizations:	Cantonment Rotary, chair of club admin, President of BNI (Business Network International), Relay for Life executive committee, LEAP graduate 2007, Past President and Board Member Panhandle Youth Assistance Program/Leaning Post Ranch.
Interests	Kayaking/canoeing, hiking, Reading
References:	Available upon request



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5767

County Administrator's Report 9. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/06/2014

Issue: Approval of Second Amendment of Agreement with Centurylink Public Communications, Inc., d/b/a Centurylink

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Second Amendment of Agreement Relating to Inmate Telephone Services for the Escambia County Jail - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Second Amendment of Agreement Relating to Inmate Telephone Services between Escambia County, Florida, and Centurylink Public Communications, Inc., d/b/a Centurylink, for the Escambia County Jail:

A. Approve the Second Amendment of Agreement with Centurylink Public Communications, Inc., d/b/a Centurylink; and

B. Authorize the Chairman to sign the Agreement.

[Funding: Fund 111, Jail Inmate Commissary Fund, Cost Center 290406]

BACKGROUND:

On September 5, 2013, the County entered into an agreement with Embarq Payphone Services, Inc., d/b/a CenturyLink ("Embarq") relating to inmate telephone services; and on November 14, 2013, Embarq formally changed its name to Centurylink Public Communications, Inc., d/b/a CenturyLink. The Parties previously entered into an Amendment to the Agreement to reflect the name change. The Parties now wish to amend Exhibit A to the Agreement to reflect revised rates CenturyLink will charge for certain interstate calls placed by inmates from Escambia County facilities in order to bring them into compliance with rate caps established by the FCC in a Report and Order and Further Notice of Proposed Rule making released September 26, 2013 (Rates for Interstate Inmate Calling Services, WC Docket No. 12-375, Report and Order and Further Notice of Proposed Rule making, FCC 13-113 (Rel. Sept. 26, 2013)).

BUDGETARY IMPACT:

Funding: Fund 111; Inmate Commissary, Cost Center 290406

LEGAL CONSIDERATIONS/SIGN-OFF:

This Amendment was prepared by Assistant County Attorney, Kristin D. Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Chapter 46, Article II of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

The Escambia County Jail staff will be responsible for the implementation and the coordination of this agreement.

Attachments

Centurylink Amendment

**SECOND AMENDMENT OF AGREEMENT
RELATING TO INMATE TELEPHONE SERVICES**

THIS SECOND AMENDMENT is made and entered into this day ____ of _____, 2014, by and between Escambia County, Florida, a political subdivision of the State of Florida, and Centurylink Public Communications, Inc., d/b/a CenturyLink, each at times being referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, on September 5, 2013, the County entered into an agreement with Embarq Payphone Services, Inc., d/b/a CenturyLink ("Embarq") relating to inmate telephone services; and

WHEREAS, effective November 14, 2013, Embarq formally changed its name to Centurylink Public Communications, Inc., d/b/a CenturyLink, and the Parties previously entered into an Amendment to the Agreement to reflect the name change; and

WHEREAS, the Parties now wish to amend Exhibit A to the Agreement to reflect revised rates CenturyLink will charge for certain interstate calls placed by inmates from Escambia County facilities in order to bring them into compliance with rate caps established by the FCC in a Report and Order and Further Notice of Proposed Rulemaking released September 26, 2013 (*Rates for Interstate Inmate Calling Services*, WC Docket No. 12-375, Report and Order and Further Notice of Proposed Rulemaking, FCC 13-113 (Rel. Sept. 26, 2013)); and

WHEREAS, as a result of said rate revision, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree to amend the Agreement as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.
2. That effective February 11, 2014, Exhibit A to the Agreement relating to inmate telephone services, dated September 5, 2013, is hereby amended as follows:

		CURRENT RATES		MODIFIED RATES EFFECTIVE 2/11/2014	
	<u>Call Type</u>	<u>Per-Call Surcharge</u>	<u>Per- minute</u>	<u>Per-Call Surcharge</u>	<u>Per-minute</u>
<u>Collect</u>	Local	2.25	0.00	2.25	0.00
	IntraLATA	1.75	0.30	1.75	0.30
	InterLATA	1.75	0.30	1.75	0.30
	InterState	4.99	0.89	3.75	0.00
<u>Prepaid Collect</u>	Local	2.25	0.00	2.25	0.00
	IntraLATA	1.75	0.30	1.75	0.30
	InterLATA	1.75	0.30	1.75	0.30
	InterState	4.99	0.89	3.15	0.00

Debit	Local	2.25	0.00	2.25	0.00
	IntraLATA	1.75	0.30	1.75	0.30
	InterLATA	1.75	0.30	1.75	0.30
	InterState	4.99	0.89	3.15	0.00
	InterNational	4.25	0.99	4.25	0.99

3. That the Parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

4. That the effective date of this Amendment shall be on the date last executed by the Parties.

5. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

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

Lumon J. May, Chairman

By: _____
Deputy Clerk

Approved as to form and legal
sufficiency.

(Seal)

By/Title: K. Huo
Date: 2/19/14

**CENTURYLINK PUBLIC COMMUNICATIONS, INC.,
d/b/a CenturyLink**

ATTEST: Corporate Secretary

By: _____

By: _____

(Seal)

Title: _____

Date: _____



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5733

County Administrator's Report 9. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/06/2014

Issue: 2013 Emergency Solutions Grant Agreement with The EscaRosa Coalition on the Homeless, Inc.

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the 2013 Emergency Solutions Grant Agreement with The EscaRosa Coalition on the Homeless, Inc. - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning approval of the Agreement for Emergency Solutions Grant (ESG) 2013 Allocation Administration, Emergency Solutions Grant Program, with The EscaRosa Coalition on the Homeless, Inc. (ECOH):

A. Approve an Agreement between Escambia County and The EscaRosa Coalition on the Homeless, Inc., providing 2013 Emergency Solutions Grant support, in the amount of \$3,074, for administering and coordinating the Homeless Management Information System (HMIS) and associated homeless continuum of care initiatives; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and all related forms or documents as may be required to fully implement the Agreement.

[Funding: Fund 110, Other Grants & Projects Fund, Emergency Solutions Grant (ESG), Cost Center 220561]

BACKGROUND:

The 2013 Escambia Consortium Annual Action Plan, including the Emergency Solutions Grant (ESG) allocation, was approved by the Board on July 11, 2013 (see **Exhibit I** for Board action resume). The 2013 Annual Plan included \$122,946 in 2013 ESG funds. Implementation of the 2013 ESG must be closely coordinated with ECOH, the HUD designated Homeless Continuum of Care (CoC) lead agency for Escambia and Santa Rosa counties. Of the total \$122,946 grant, \$3,074 will be expended for continued administration of the Homeless Management Information System (HMIS) and related continuum of care initiatives by ECOH per the Agreement to be approved through this recommendation. Remaining ESG administrative funding of \$6,146 is charged as indirect cost by Escambia County. The balance of 2013 ESG funds are contracted for: \$26,037 is being expended to support direct homeless client services and assistance via Catholic Charities per a separate Agreement approved by the Board on October 17, 2013, and \$87,689 was previously contracted on to Loaves and Fishes Soup Kitchen, Inc., on October

3, 2013, to support facility operational costs (see **Exhibit II** for Annual Plan budget detail). **Exhibit III** contains the ESG Agreement with ECOH.

BUDGETARY IMPACT:

Funding required to support the Agreement is currently budgeted in FY 2014 Fund 110/Other Grants (ESG), Cost Center 220561. No County general fund revenue is required for this program.

LEGAL CONSIDERATIONS/SIGN-OFF:

The 2013 ESG Agreement with ECOH has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Agreement with ECOH must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Grant implementation and oversight will be provided by Neighborhood Enterprise Foundation, Inc. (NEFI). Implementation will be monitored by NEFI in cooperation with ECOH to properly complete the activities cited in the Agreement. All parties are aware of the approval schedule for this recommendation.

Attachments

Exhibit I

Exhibit II

Exhibit III

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-18. Approval of Various Consent Agenda Items – Continued

10. Continued...

D. Authorizing staff to prepare, and the Chairman or Vice Chairman to accept, the *Public Road and Right-of-Way Easement* as of the day of delivery of the *Public Road and Right-of-Way Easement* to the Chairman or Vice Chairman, and authorizing the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

11. Adopting the Resolution (*R2013-76*) approving Supplemental Budget Amendment #185, Other Grants and Projects Fund (110), in the amount of \$148,054, to recognize proceeds from two State of Florida, Division of Emergency Management, Grant Agreements, and to appropriate these funds for the Department of Community Affairs Civil Defense Grant activities, and the Emergency Management Performance Grant activities.

12. Taking the following action concerning approval of the Escambia Consortium 2013 Annual Action Plan (Funding: Fund 129, CDBG; Fund 147, HOME; and Fund 110, ESG – Cost Centers to be assigned) (a complete copy of the entire Annual Action Plan is available for review in the County Administrator's Office or on the County's website at <http://www.myescambi.com> [Community/Neighborhood Enterprise Foundation Program Plans and Reports]):

A. Approving the Escambia Consortium 2013 Annual Action Plan for Housing and Community Development, including the Escambia County 2013 Annual Plan, detailing use of 2013 Community Development Block Grant (CDBG) funds, in the amount of \$1,678,503; 2013 HOME Investment Partnerships Act (HOME) funds, in the amount of \$960,936; and 2013 Emergency Solutions Grant Program (ESG) funds, in the amount of \$122,946; and

B. Authorizing the Interim County Administrator to execute all 2013 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development, and authorize the Interim County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2013 CDBG, 2013 HOME, and 2013 ESG Programs.

2013-2014 EMERGENCY SOLUTIONS GRANT (ESG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

Activity ESG 13 - Emergency Shelter/Operations**\$ 87,689**

Provides funding to partially support operational costs of the Loaves and Fishes Soup Kitchen, Inc. Homeless Center and Emergency Shelter for families. (257 East Lee Street, Pensacola, Florida)

Activity ESG 13 - Rapid Re-Housing & Homeless Prevention**\$ 26,037**

Provides funding, based on Continuum of Care priorities, for: (1) Rapid Re-housing for individuals/families with incomes below 30% of median; and (2) homelessness prevention for individuals/ families with incomes below 30% of median.

Administration**\$ 9,220**

Administrative Cost (7.5%): \$3,074 to EscaRosa Coalition on the Homeless Project Management and \$6,146 to Escambia County Indirect Cost.

TOTAL 2013 ESG FUNDS PROJECTED**\$122,946**

=====

**AGREEMENT FOR
EMERGENCY SOLUTIONS GRANT 2013 ALLOCATION
ADMINISTRATION**

EXHIBIT III

Emergency Solutions Grant Program

THIS AGREEMENT is made and entered into this 6th day of March, 2014, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, hereinafter referred to as the "**County**", and **THE ESCAROSA COALITION ON THE HOMELESS, INC.**, a not for profit corporation organized under the laws of the State of Florida (FID #592909065), hereinafter referred to as the "Agency", for the sole purpose of implementing the Homeless Continuum of Care (CoC) administration and coordination of the Homeless Management Information System (HMIS) and associated components of the Emergency Solutions Grant - 2013 Allocation as awarded to Escambia County by the U. S. Department of Housing and Urban Development (HUD), hereinafter referred to as the "ESG 2013 Grant".

W I T N E S S E T H

WHEREAS, the County has elected to participate in the Emergency Shelter Grant Program and its successor, the Emergency Solutions Grant Program, to provide emergency assistance for the homeless, homelessness prevention assistance to households who would otherwise become homeless and assistance to rapidly re-house persons who are homeless for the benefit of the citizens of Escambia County, Florida; and,

WHEREAS, the Agency has exhibited the managerial and technical ability to effectively assist the County with management and oversight of the ESG 2013 Grant in the local community; and,

WHEREAS, the County hereby elects to engage the services of the Agency to administration and coordination of the Homeless Management Information System and associated components, and HMIS reporting requirements for the ESG 2013 Grant in accordance with governing HUD regulations and requirements stipulated herein, and to enter into an Agreement with the Agency for this purpose; and,

WHEREAS, it is in the best interest of the County to enter an agreement with the Agency for the specific purpose of providing for the administration and coordination relating to the ESG 2013 Grant within Escambia County, including the City of Pensacola and the Town of Century.

NOW, THEREFORE, in consideration of the mutual promises and covenants, the parties agree as follows:

ARTICLE I
Supervision

1. The Agency agrees to perform the required services under the general coordination of Neighborhood Enterprise Foundation, Inc., ("NEFI"), an operating branch of the Escambia County Community & Environment Department, as designated agent for County.

1.1 Initial contract manager responsible for coordination and administration of this Agreement and attending regular meetings with the Agency, are hereby designated as follows:

Contract Manager for County: Randy Wilkerson, Executive Director
Neighborhood Enterprise Foundation, Inc.
P. O. Box 18178
Pensacola, Florida 32523
Phone: (850) 458-0466
FAX: (850) 458-0464
E-Mail: rrwilker@co.escambia.fl.us

1.2 Contract Coordinator for Agency: John Johnson, Executive Director
The EscaRosa Coalition on the Homeless, Inc.
2601 W. Strong Street
Pensacola, Florida 32505
Phone: (850) 439-3009
Fax: (850) 436-4656
E-Mail: john.johnson1@ECOH.org

ARTICLE II

Scope of Services

2. The Agency agrees to implement the ESG 201 Grant, specifically including HMIS matters, in accordance with the provisions of **EXHIBIT I**, attached and incorporated in this Agreement.

2.1 The Agency agrees to implement the ESG 2013 Grant to provide CoC interagency coordination; HMIS management and integration; and ESG required data collection and reporting; as well as linkages between community resources and the persons or families at risk of or experiencing homelessness and who are Very Low Income and meet other eligibility stipulations cited in **EXHIBIT I** and defined in the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (commonly known as the "HEARTH Act"), as may be amended, incorporated herein by reference and acknowledged by Agency as provided in **EXHIBIT V** of this Agreement.

ARTICLE III

Funding

3. The County agrees to pay to the Agency an amount not to exceed **\$3,074.00**, payable solely from available ESG 2013 Grant funds, subject to possible reduction under Article VI hereof.

3.1 The County shall make periodic disbursements from the sum authorized in paragraph 3 above over the period of this contract to the Agency, or on behalf of the Agency, for ESG 2013 Grant activities and services authorized under the terms and conditions set forth in **EXHIBIT I** of this Agreement, subject to submission of all documentation required by NEFI or County with respect to: supporting the County in administering and monitoring ESG 2013 Grant activities involving Homeless Continuum of Care agencies; management, coordination, and integration of the Homeless Management Information System (HMIS) and other data systems integral to the ESG mission; data collection and assembly of reports, including required ESG 2013 Grant data elements, within the HMIS framework; and interaction with County and HUD representatives with respect to HMIS issues. In compliance with Homeless

Emergency Assistance and Rapid Transition to Housing Act of 2009 (the "HEARTH Act") and the HUD HMIS Data and Technical Standards as currently in effect subject to regulatory revisions published by HUD and revisions or amendments thereto, as well as, any other relevant documentation requested by the NEFI or the County.

3.2 The County agrees to receive, account for and disburse ESG 2013 Grant funds from budgets and accounts, as legally established by the County, for the mutual benefit of the Agency and the CoC agencies to the extent that such benefits conform to the requirements of the HEARTH Act.

3.3 The method of payment shall be according to the Payments and Procedures, as described in **EXHIBIT I** of this Agreement.

ARTICLE IV

Reporting

4. The Agency shall provide copies of the Monthly ESG 2013 Project Report to the County (via NEFI), including a narrative summary of progress and a financial statement as described in **EXHIBIT III** of this Agreement..

4.1 The Agency shall use the form of Monthly Project Report described in **EXHIBIT III** of this Agreement or shall provide an alternate Monthly Project Report format for approval by the County/NEFI.

4.2 The report shall be due monthly, and this obligation shall survive termination of this Agreement and continue until all information concerning the project has been received by the County (via NEFI).

4.3 The report is due on the 10th day of following the end of each month, unless an alternative schedule is agreed upon by the parties. The Monthly Report shall include all Project activities undertaken during the previous month.

4.4 The Agency shall provide the County with additional information as may be required by state or federal agencies to substantiate all Project activities, service or activity eligibility and/or expenditure eligibility.

ARTICLE V

Indemnification and Insurance Requirements

5.1 The Agency shall act as an independent contractor, and not as an employee of the County; its designated Agent, NEFI, in providing the aforementioned service. The Agency shall hold harmless Escambia County, Neighborhood Enterprise Foundation, Inc. (NEFI), and their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss or use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this Agreement. The Agency's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy or insurance.

5.2 The Agency shall at all times during the tenure of this agreement maintain in full effect the following policies of insurance:

a. The Agency shall maintain a commercial general liability insurance policy with minimum limits of coverage in the amount of \$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. The County and NEFI shall be Additional Insureds and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Agreement. The County, and/or NEFI shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company.

b. Automobile liability with Five Hundred Thousand Dollars (\$500,000), 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.

c. The Agency shall procure and maintain a workers' compensation and employer's liability insurance policy for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease. The other party shall also purchase any other coverage's required by law for the benefit of the employees.

All of the above policies shall be with carriers admitted to do business in the State of Florida. The Agency shall have certificates of insurance forwarded to:

Escambia County
Office of Risk Management
P.O. Box 1591
Pensacola, Florida 32597

The certificates shall show the County and NEFI as additional insureds and the certificate holder shall provide that Escambia County, and NEFI shall be notified at least thirty (30) days in advance of policy cancellation, nonrenewal or adverse change or restriction in coverage. If required by the County, and/or NEFI the Agency shall furnish copies of the Agency's insurance policies, forms, endorsements, jackets and other items forming a part of or relating to such policies. Certificates shall be on the "Certificate of Insurance" form, as determined by the County, which shows policies with Insurers with a secure rating from the most recent edition of A.M. Best Financial Strength Rating Guide. The County shall deem being named as an additional insured as sufficient proof of intent to be notified of any cancellation, adverse change or restriction, and no further endorsement or requirement shall be required of the insurance carrier. The Agency shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the County and NEFI and shall file with the County, and NEFI Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the County, and NEFI, the Agency shall, upon instructions of the County and NEFI, cease all operations under the Agreement until directed by the County, and NEFI, in writing, to resume operations.

5.3 The Agency required coverage shall be considered primary and all other insurance shall be considered as excess, over and above the Agency's coverage. The Agency's policies of coverage will be considered primary as related to all provisions of the Agreement.

5.4 The Agency agrees to pay on behalf of NEFI, and/or County, as well as provide a legal defense for NEFI and/or County, which will be done only if and when requested by NEFI and/or County, for all claims as described in Article V of this Agreement. Such payment on the behalf of NEFI and/or County shall be in addition to any and all other legal remedies available to NEFI and/or County and shall not be considered to be NEFI and/or County's exclusive remedy.

5.5 The Agency and any of its associates, agents, insurers or subcontractors involved in the performance of this Agreement must comply with all applicable federal, state and local laws and regulations governing environmental pollution control and abatement in effect on the date of execution of this Agreement, as well as any other specific requirements stated elsewhere in this document. Agency agrees to indemnify and hold harmless the County and NEFI, and their respective agents and employees, from and against any and all liability, claims, suits, losses, expenses, judgments, costs and damages, including those resulting from the negligence of the Agency, its employees, agents, subcontractors, or other authorized representatives, which may arise as a result of the violation of any Environmental Law, Ordinance, Statute, Rule or other environmentally related legal requirement associated with the persecution of the work defined in this Agreement. Further, the Agency assumes all legal and financial liability and the direct responsibility for assuring full and complete volunteer training and protection of the public, through the proper management, handling, removal, transportation and disposal of any hazardous materials, chemicals, wastes, or substances encountered by or used in the completion of the work in any way related to this Agreement.

ARTICLE VI

Contract Period and Termination

6. This Agreement shall be effective for the period beginning the **6th day of March, 2014, and shall terminate on September 30, 2014**, unless canceled sooner with or without cause, by any party giving thirty (30) days prior written notice of such cancellation. This agreement shall not be extended beyond the termination date.

6.1 Provided, that if the contract managers agree that Agency has failed to satisfactorily perform its duties as set forth herein, or in the event that ESG 2013 Grant funds fail to be or cease to be provided to the County, then the County may terminate this contract immediately without incurring any penalty, and shall be responsible to pay for services actually performed through the date of termination only.

6.2 Due to the time limitation for obligation of ESG 2013 Grant funds, the Agency shall be subject to a performance review by the County/NEFI, at six (6) and twelve (12) month intervals based upon the effective date of this Agreement. The six (6) month review will be advisory and may be accomplished by a meeting between the Agency and NEFI, as further detailed in Section 6.3 below. The twelve (12) month review shall consist of a formal monitoring of the Agency's compliance with ESG 2013 requirements and its performance under the terms of this Agreement, as further detailed in Section 6.4 below. A formal eighteen (18) month review shall be performed if the Agency has failed to accomplish the

original performance level or the revised performance level established at the twelve (12) month review. The eighteen (18) month review shall be optional for agencies that are in conformity with their original or revised performance goals. Failure of the Agency to satisfactorily address the written review comments within ten (10) days of the date of issuance by NEFI or the County shall be grounds for the County to suspend payments and provide notice of impending termination to the Agency.

6.3 The six (6) month review will be advisory in nature and designed to assist the Agency in identifying impediments to effective implementation of the Project. Said review shall minimally consist of a scheduled meeting (or meetings) with the Agency and responsible staff regarding the ESG 2013 Grant and related accomplishments, impediments, issues or concerns on behalf of the Agency, County or NEFI. A written report will be issued only if problems, recommendations or concerns are identified in the review.

6.4 At the twelve (12) month interval, a formal written performance report shall be provided by the County/NEFI to the Agency. The twelve (12) month review shall examine the Agency's level of accomplishment with respect to the Project activities and objectives stated in **EXHIBIT I** of this Agreement, as well as compliance with ESG 2013 Grant regulatory requirements in carrying out said activities. The report shall indicate the level of ESG 2013 Grant compliance attained by the Agency, any performance or procedural deficiencies, fund obligation/ commitment issues or financial concerns, any program or fiscal irregularities and any ESG 2013 Grant related recommendations or requirements. If, at the twelve (12) month interval, the Agency has not provided and obtained reimbursement for successful delivery of ESG 2013 Grant activities equal to at least 60% of the aggregate funding provided in Article III Section 3 of this Agreement, the Agency shall provide a written plan for increasing the ESG 2013 Grant expenditure rate to ensure that the expenditure rate will minimally reach 100% by month nineteen (19) based on the effective date of this Agreement. Responsibility for such documentation shall rest with the Agency.

6.5 If required, the eighteen (18) month review shall examine the participation achieved under the program, review concerns of any party, examine any funds obligation issues, and finalizing any outstanding matters related to meeting Project goals and timelines. Subsequent reviews will be conducted at least quarterly until all ESG 2013 Grant activities are completed.

ARTICLE VII

Accountability

7. The Agency agrees to maintain personnel, financial, individual client and other records and accounts as necessary to properly account for all funds expended in relation to this Agreement.

7.1 These records and accounts shall be subject at all times to inspection, review, or audit for a period of six (6) years following the termination of this agreement unless said records are the subject of audit or litigation wherein they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the County, the State of Florida, the United States Department of Housing and Urban Development ("HUD"), NEFI or any of their duly authorized representatives; or the Agency shall transfer these records and accounts to the custody of the County in order to insure their accountability for such a period.

7.2 The Agency shall be fully responsible and directly liable for the proper expenditure of all funds provided to the Agency through this Agreement. In the event of misappropriation of ESG 2013 Grant funds or the use of ESG 2013 Grant funds for ineligible expenditures by the Agency, said Agency shall be liable for immediate repayment of improperly expended ESG 2013 Grant funds to the County or HUD, as may be required.

7.3 Any Agency failing to properly manage and account for the expenditure of ESG 2013 Grant funds, resulting in requirement for repayment of such funds to the County or HUD, shall be barred from participation in all projects or programs involving ESG 2013 Grant funds, unless such funds are repaid to County or HUD within fifteen (15) days of written notification of such obligation by the County and/or HUD. Any repayment resulting from fraudulent activities shall result in the permanent debarment of the Agency from participation in all County sponsored housing programs.

ARTICLE VIII

Nepotism and Conflicts of Interest

8. The Agency agrees to abide by the provisions of Section 112.3135, Florida Statutes, pertaining to nepotism in its performance, under this Agreement.

8.1 With respect to the use of ESG 2013 Grant funds to procure services, equipment, supplies or other property, the agency shall comply with 24 CFR 84.42. The Agency 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 Federal funds if a real or 24 CFR Subtitle A (5-1-01 Edition) apparent conflict of interest would be involved.

ARTICLE IX

Civil Rights and Anti-Discrimination

9. The Agency agrees to abide by the spirit and intent of the Civil Rights Act of 1964 (42 U.S.C. 2000d), as amended, and the Civil Rights Act of 1968, as amended and implementing regulations related thereto, to ensure that its operation under this Agreement is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are incorporated by reference herein.

9.1 All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, marital status, religion, or national origin. The Agency accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

9.2 Agency will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Agency agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

9.3 In carrying out all aspects of the housing activities for which the Agency has contracted hereunder, the Agency shall at all times abide by and maintain full compliance with the requirements of the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

ARTICLE X

Program Income

10. Project related assistance provided through this Agreement shall be in the form of a grant for administrative support and HMIS management, development, data collection, integration and reporting with respect to the ESG 2013 Grant. As such, no program income is anticipated as a result of the ESG 2013 Grant activities.

10.1 However, in the event of any unanticipated repayment of ESG 2013 Grant funds in relation to this Agreement, such funds shall be repaid to *Escambia County* and credited by the County to ESG Program Income within the budgets and accounts of the County. Any program income will be expended by the County for ESG eligible costs prior to drawing additional ESG funds from HUD.

ARTICLE XI

Procurement of Recovered Materials

11. The Agency must comply with the requirements of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. In accordance with section 6002, the Agency must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ARTICLE XII

Uniform Requirements

12. The Agency shall comply with applicable provisions of Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009; Uniform Administrative Requirements for non-profit agencies stipulated at 24 CFR Part 84; Civil Rights and Anti-Discrimination requirements cited in Article IX and acknowledged in **EXHIBIT V** of this Agreement; all related regulatory requirements and HUD policy directives and guidelines applicable to the ESG 2013 Grant financed activities to be implemented through this Agreement. The Agency has been directly provided electronic copies of the entire text of applicable portions of these laws, regulations, HUD policy directives and guidelines prior to initiating ESG 2013 Grant activities. This is evidenced by execution of the certification of receipt contained in **EXHIBIT V** of this Agreement. The Agency agrees to comply with any amendments or revisions to said laws, rules, regulatory provisions, policy guidelines or directives as may be promulgated by HUD and as provided to the Agency in writing by the County. Said compliance shall be required as of the date the amended provisions are provided to the Agency by the County and officially acknowledged by the Agency in writing.

ARTICLE XIII

Procurement

13. The Agency shall utilize procurement procedures which assure open competition and maximum access to businesses wishing to participate in Project activities, including businesses with designations as follows: Minority Business Enterprise (MBE), Woman-owned Business Enterprise (WBE) and/or Disadvantaged Business Enterprise (DBE). Agency shall generally conform to uniform Agency practices that target securing the most reasonable pricing for ESG 2013 Grant costs when ensuring that equipment, materials or services are provided or performed by qualified vendors.

ARTICLE XIV

General Provisions

14. The Agency accepts these funds so appropriated in accordance with the terms of this agreement, and agrees that the contents of **EXHIBITS I, II, III, IV and V** are part and parcel of this agreement and hold the same legal authority as the Agreement. Further, the Agency agrees:

14.1 To abide by Chapter 119, Florida Statutes, and successors thereto, all of which are hereby referred to and incorporated by reference herein;

14.2 To permit and facilitate such audits by the U. S. Department of HUD, Escambia County, the State of Florida, any of their respective designated independent auditing firm(s) or their authorized representatives as may be required in relation to this Agreement;

14.3 To produce all documents upon request by the County, HUD, State of Florida or the authorized representatives of each; and

14.4 To provide a complete copy of the Agency's most recent annual comprehensive financial statement, reviewed and verified as to accuracy by an independent (third party) accounting professional, and to subsequently provide copies of similarly verified annual financial statements for the duration of this Agreement. The Agency receives less than \$300,000 annually in direct Federal funding.

14.5 The EscaRosa Coalition on the Homeless, Inc. is a chartered Florida not for profit corporation with 501(c)(3) tax exempt designation by the U.S. Department of the Treasury, Internal Revenue Service, as evidenced by documents contained in **EXHIBIT IV** of this Agreement. Further, The EscaRosa Coalition on the Homeless, Inc. functions primarily as a community or social service organization with specific emphasis on coordination of homeless issues and activities for the less fortunate in Escambia and Santa Rosa counties, and shall maintain its status for the duration of this Agreement.

ARTICLE XV

Understanding of Terms

15.1 This Agreement represents the entire and integrated agreement between the County and the Agency and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the Agency and County or in accordance with the provisions contained in this document.

15.2 This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

15.3 It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with any law of the State where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

15.4 The clause headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

15.5 All notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties identified in Article I, paragraphs 1.1 and 1.2 above.

15.6 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

(The remainder of this page is intentionally left blank)

ESCAMBIA COUNTY, a political subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS

By: _____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved: March 6, 2014

By: _____
Deputy Clerk
(SEAL)

Escambia County Legal Department Approval:

Approved as to form and legal
sufficiency.

By/Title: K. Barber, ACD
Date: 2/3/14

The EscaRosa Coalition on the Homeless, Inc.,
a not for profit corporation chartered in the
State of Florida

WITNESSED:

By: _____
Dr. Karen Barber, President
Board of Directors

Print Name

Print Name

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this _____ day of
_____, 2014, by Dr. Karen Barber, President of The EscaRosa Coalition on the
Homeless, Inc., a not for profit corporation, who did not take an oath and who:

___ is/are personally known to me.
___ produced current Florida driver's license as identification.
___ produced current _____ as identification.

Signature of Notary Public

Name of Notary Printed
My Commission Expires: _____
Commission Number: _____

SPECIFIC TERMS AND CONDITIONS FOR IMPLEMENTATION OF
ESG 2013 Grant ECOH Administration

AGENCY NAME: THE ESCAROSA COALITION ON THE HOMELESS, INC.

I. SCOPE OF SERVICES

A. The EscaRosa Coalition on the Homeless, Inc. ("Agency") shall provide: (a) a range of CoC related administrative services in support of the ESG 2013 Grant, and (b) HMIS expansion, integration and data collection/refinement services specific to homeless services and activities undertaken locally under the terms, conditions, requirements and responsibilities of this Agreement. The County agrees to make available over the term of this agreement, a total of **\$3,074.00** in ESG 2013 administrative and project funds, specifically to enable the Agency to enhance the homeless program management and coordination, specifically through HMIS enhancements. The HPRP funds are sub-allocated as follows: HPRP Administration \$3,074.00. The ESG 2013 funding shall be limited to a maximum expenditure of \$3,074.00 for the entire term of this Agreement. As the designated Agency with responsibility for the Homeless Continuum of Care planning and coordination functions the Agency is critical to the effective oversight of the Emergency Solutions Grant program in the local community, and limited ESG 2013 administrative funds are awarded herein to assist the Agency with respect to such responsibilities. Additionally, the Agency directly manages the HUD mandated Homeless Management Information System (HMIS) in Escambia County. ESG related reporting requirements mandate linkage or integration of data systems under the HMIS umbrella for data collection and reporting of Emergency Solutions Grant associated activities and accomplishments. ESG 2013 funding, as stipulated above, will be provided to aid the Agency in assuring compliance with HUD's HMIS directives, including the HUD HMIS Data, Technical and Reporting Standards. Requests for reimbursement shall include personnel, operating cost, supplies, contractual services and ESG 2013 related support costs associated with the coordination of CoC and HMIS functions with respect to the Emergency Solutions Grant.

B. This agreement is funded in its entirety from ESG 2013 GRANT funds. The Agreement provides for a maximum of \$3,074.00 in administrative support for the Agency. This allocation falls within the maximum administrative cost authorized by HUD.

C. Funds shall be provided to the Agency in monthly installments not to exceed, in aggregate, the maximum amount cited above upon delivery of contracted homeless program administration activities. Requests for payment or reimbursement shall clearly substantiate the costs for Administration activities based upon the budgeted allocations cited in Section A above. The County may elect to pay vendors directly on behalf of the Agency, if requested to do so by the Agency; or alternatively, the County may reimburse properly documented expense incurred for ESG 2013 costs by the Agency. No advance of County funds will be provided to the Agency.

D. For purposes of this Agreement, a "Very Low Income" family is defined as a person (family) with total "gross" income from all sources equal to or below fifty percent (50%) of the Pensacola "MSA" median income adjusted for family size (current income limits are included in **Exhibit II** of this Agreement). The Contract Manager shall annually provide updated income eligibility guidelines for use by the Agency in carrying out the requirements of this Agreement. If applicable, the Agency shall be responsible for fully documenting to the County the eligibility of such clients and assuring that ESG 2013 Grant funds provided to the Agency are expended for eligible activities benefitting eligible persons (families).

II. OBJECTIVES

A. The Agency shall provide administrative support to the County to assist in: outreach and integration of services, funding, and information sharing between and among various local, state and federal agencies and organizations for the benefit of ESG eligible recipients; enhanced monitoring of ESG 2013 and non-ESG 2013 client referral and case management protocols within the local homeless service delivery system; and support the mission and objectives of the homeless programs within Escambia County.

B. The Agency shall take the actions required to: (1) provide HMIS technical support, agency training, outreach, continuing interaction with the HMIS vendor(s), and general system coordination within Escambia County; (2) document the number of additional homeless service delivery agencies initiating or expanding participation in the local HMIS over the term of this agreement; (3) increase the actual number and percentage of individual homeless cases entered into the HMIS database as compared to the current data entry penetration; (4) utilize ESG 2013 funds provided hereunder to attain enhanced reporting, data collection and systems integration between the existing HMIS system and agencies delivering ESG or CoC based assistance to clients;; and (5) produce results oriented monthly reports as required herein.

C. The Agency shall take the actions required to ensure that Emergency Solutions Grant reporting by participating service delivery agencies meets or exceeds the HMIS Data and Technical Standards as established by HUD, including all required Data Elements.

III. SERVICES

A. The Agency asserts that it has the capability to perform the services identified herein and affirms its concurrence with the terms and conditions under which this assistance is provided to the Agency.

B. ESG 2013 Administrative funds shall be made available to the Agency in the form of a grant to support administrative costs; HMIS data collection, integration, and information sharing; HMIS based reporting; and ancillary services required to coordinate and monitor these activities in Escambia in accordance with requirements hereunder.

C. The Detailed ESG 2013 Budget reflecting the Agency's planned utilization of funds provided hereunder is incorporated into this Agreement on **Pages 18-19**.

D. HPRP data collection and reporting shall be conducted through the Homeless Management information System (HMIS) managed by the Agency, or through a compatible system that can be linked or file shared in a manner that will efficiently supply ESG required data elements to the local HMIS.

E. Agency shall substantiate and clearly document, either directly or through cooperative arrangements, the eligibility of each ESG 2013 payment issued under this Agreement. Failure of the Agency to properly document such costs will result in the Agency being required to reimburse the ESG fund for any and all ESG expenditures disbursed with respect to an ineligible cost. Complete expenditure documentation is mandatory under this Agreement.

F. Agency shall utilize forms, policies, checklists, data collection forms, detailed expenditure tracking spreadsheets or forms, financial records management procedures and controls, and other methods as may be required to meet ESG requirements.

G. Agency shall at all times maintain documentation of the detailed costs and invoice based support for each expenditure made or reimbursed under this Agreement, and provide detailed cost information substantiating such costs to the County as required for Project related payments or upon request as may be necessary. Failure of the Agency to properly document any costs associated with this Agreement, upon request by the County, shall result in the termination of this Agreement.

IV. AGENCY INFORMATION

AGENCY:	CONTACT PERSON:
Name: EscaRosa Coalition on the Homeless, Inc.	Name: John Johnson
Address: 2601 W. Strong Street	Title: Executive Director
Pensacola, FL 32505	Phone: (850) 439-3009
	Fax: (850) 436-4656
Federal ID #: 592909065	E-mail: John.Johnson@ECOH.org

V. AGENCY PERFORMANCE REVIEWS AND RELATED REPORTS

A. Agency shall cooperate fully in completion of the periodic performance reviews as stipulated in Article VI Sections 6.2, 6.3, 6.4, and 6.5 (cumulatively referred to as "Performance Reviews") of this Agreement. Agency agrees to provide written Project reports and updates as may be required in relation to the Performance Reviews or matters related thereto. The duty to participate in Performance Reviews and to provide written reports or responses regarding the results of such performance reviews shall survive termination of this Agreement until all related issues are resolved to the satisfaction of the County.

B. Failure to cooperate in the Performance Reviews and/or to submit written responses to County or NEFI requests for Project related information, documentation, implementation issues, financial issues or any related matter shall be deemed good cause for withholding further payment to the Agency, and/or termination of this Agreement in accordance with provisions of Article VI should the failure to cooperate persist.

VI. AUDIT REQUIREMENTS

The Agency receives less than \$300,000 annually in direct Federal funding. The Agency shall provide the Contract Manager with the recent annual comprehensive financial statement showing the financial affairs of the Agency in accordance with Article XIV Section 14.4 of this Agreement. Agency shall also provide copies of similarly verified annual financial statements for the duration of this Agreement. Initial and subsequent comprehensive financial statements shall be reviewed and verified as to accuracy by an independent (third party) accounting professional prior to submission to the Contract Manager.

VII. PAYMENT SCHEDULE AND PROCEDURE

A. Escambia County, in coordination with NEFI, shall issue County financed payments based upon clear and proper documentation of all costs to be paid or reimbursed by Escambia County in support of the ESG 2013 Grant activities provided through this Agreement. Payments shall be either made directly to the vendor on behalf and upon approval of the Agency; or alternatively, to the Agency to reimburse ESG eligible costs advanced by the Agency, as based upon voucher and supporting documentation provided to the Clerk of the Circuit Court/Finance Division, as generally summarized below:

(1) Direct Vendor Payments by County: To secure direct payments to vendors by the County, the Agency shall submit the following documentation to NEFI at least 14 days prior to the anticipated payment date: a request for direct payment to the specified ESG 2013 vendor on Agency letterhead with amount, vendor and specific service(s) denoted; accurate and complete two page originally signed W-9 for payee (vendor); and an original of the vendor invoice that has been reviewed and approved for payment by the Agency (the invoice must clearly state that services were provided for the ESG 2013 grant described herein. *Direct vendor payments shall be processed by the County ONLY for individual vendor invoices that exceed \$5,000.*

(2) Reimbursement of Eligible Agency Incurred Expenses: To secure reimbursement of the Agency's ESG 2013 Grant expenses as advanced by the Agency, the Agency shall provide the County full and complete documentation of the actual costs for ESG 2013 administration and operating supplies/costs; professional/consulting services; HMIS related purchases; data management software, support and licensing costs; ESG 2013, HMIS or other project related training expenses (including materials); or other eligible costs. Agency shall afford the County reasonable access to source documents to assure that costs are proper. To secure reimbursement of expenses by the County, the Agency shall submit the following documentation to NEFI at least 14 days prior to the anticipated payment date: a request for reimbursement of ESG 2013 Grant related expenses on Agency letterhead with amount, vendor and specific service(s) denoted including a signed statement by the Agency certifying that the payment has been made; accurate and complete two page originally signed Agency W-9 (if a W-9 has not been submitted to the County within the 12 month period prior to the invoice date); a complete copy of the vendor invoice as paid by the Agency a copy of the cancelled check or a paid receipt from the vendor evidencing payment of the invoice.

Subject to the terms of this Agreement, the County shall retain final authority for the approval or denial of payments from County and County controlled or administered funds. The County shall review and document all payments, but shall rely heavily on the Agency for revenue and expenditure source documentation.

B. Direct payment and reimbursement requests shall include costs incurred by the Agency for ESG 2013 Administration. Requests for payment shall reflect costs in keeping with the general HPRP Agency line items reflected in the Budget Categories on **Page 17**.

C. Upon receipt of all required eligibility and expenditure documentation and approval by the Contract Manager, the County shall issue reimbursement to the Agency within fifteen (15) days of the date of receipt of the ESG 2013 Grant payment request by the Escambia County Clerk of the Circuit Court/Finance Division.

D. Agency shall cooperate with County and NEFI in making revisions as may be required by the U. S. Department of HUD with reference to the ESG 2013 Grant and regulations related thereto.

VIII. PROJECT EVALUATION, MONITORING AND REVIEW

A. The Project will be monitored continuously based upon the documentation submitted by Agency and routine interaction between the Agency, County, and NEFI. Reviews shall minimally conform to that provided in Article VI of this Agreement.

B. The County shall review and evaluate Agency's performance under this Agreement and the effectiveness of the Project in keeping with the purpose and intent of the Emergency Solutions Grant Program. If found to be ineffective, modification may be made to this Agreement or this Agreement may be terminated according to the provisions contained in Article VI of the Agreement.

**APPROVED ESG 2013 BUDGET CATEGORIES
(Administration and HMIS Services)**

HPRP Budget Summary (Direct Services)		
		Total Amount Budgeted
Agency Administrative Cost		\$ 3,074.00
Total		\$ 3,074.00

EXHIBIT II

APPLICABLE INCOME LIMITS

ESCAMBIA/PENSACOLA MAXIMUM INCOME ELIGIBILITY LIMITS

(Effective December 11, 2012)

Income Level	1 person	2 people	3 people	4 people	5 people	6 people
50% AMI	\$20,200	\$23,100	\$26,000	\$28,850	\$31,200	\$33,500

**THE ABOVE LEVELS DENOTE THE MAXIMUM GROSS FAMILY
“HOUSEHOLD” INCOME AS RECEIVED FROM ALL PERSONS RESIDING IN
THE HOUSEHOLD AND FROM ALL SOURCES PROVIDING INCOME TO
THE HOUSEHOLD.**

EXHIBIT III

Monthly HPRP Reporting and Data Collection Requirements

I. MONTHLY STATUS REPORT

TO: ESCAMBIA/PENSACOLA EMERGENCY SOLUTIONS GRANT PROGRAM

FROM: THE ESCAROSA COALITION ON THE HOMELESS, INC.

DATE: _____

PROJECT: ESG 2013 - Administration (2013 ESG ALLOCATION)

REPORT # _____ for the month of _____, 201_____

I. PROGRESS REPORT

A. DESCRIBE IN DETAIL THE TYPES OF ACTIVITIES PROVIDED, ACCOMPLISHMENTS ATTAINED, AND A BREAKDOWN OF EXPENSES BY ELIGIBLE COST CATEGORY.

B. GIVE A COMPLETE LISTING OF AGENCIES ENGAGED IN HMIS THROUGH THE ACTIVITIES FINANCED UNDER THIS AGREEMENT, INCLUDING THE STATUS OF THE AGENCY WITH RESPECT TO DATA ENTRY INTO HMIS.

C. PROVIDE ANY PERTINENT INFORMATION CONCERNING DIFFICULTIES OR CHALLENGES WITH IMPLEMENTATION OF THE PROJECT

II. FINANCIAL REPORT (2013 ESG ALLOCATION)

ESG 2013 CONTRACT AMOUNT	<u>\$ 3,074.00</u>
--------------------------	--------------------

Expenditures: For the month of _____, 201_____

[illegible]

Note: use additional pages as needed.

Total Contract Amount: \$ 3,074.00

Total expenditures this period \$ _____

Prior Expenditures to Date \$

Remaining contract Balance \$ _____

Comments _____

I certify, that to the best of my knowledge, the data reported is correct.

Authorized Signature _____

Date _____

Position

Note: Include all *canceled* checks/bank statements and paid receipts for verification of spending during the report period.

SPECIFIC EMERGENCY SOLUTIONS GRANT AND HMIS DATA STANDARDS AND REPORTING REQUIREMENTS

(MANDATORY)

Agency shall maintain, update and ensure collection, and submission (as applicable) of all Emergency Solutions Grant client, service delivery, financial and/or outcome reporting data elements as required by the Program and specifically detailed on the HUD HPRP website at the following links:

HMIS Data Standards – including future revisions as mandated by HUD (link to document provided below)

<http://www.hudhre.info/index.cfm?do=viewResource&ResourceId=651>

All required HMIS data (required data elements) applicable to services, is any, rendered under this Agreement shall be provided by the Agency through or in conjunction with the local HMIS system that is operated and maintained by The EscaRosa Coalition on the Homeless, Inc. All data must be directly entered into the local HMIS or be compatible in a manner that allows uploading of data to HMIS on a routine basis.

Agency acknowledges that the data requirements may be altered by HUD during the implementation of this initiative and the Agency may have to revise reporting elements to address such revisions. However, such changes are beyond the control of the County.

EXHIBIT IV

DOCUMENTATION OF NON-PROFIT STATUS

The EscaRosa Coalition on the Homeless, Inc.
(Insert Agency Name)

Detail by Entity Name

Florida Non Profit Corporation

THE ESCAROSA COALITION ON THE HOMELESS INC.

Filing Information

Document Number	N22633
FEI/EIN Number	592909065
Date Filed	09/23/1987
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	06/15/2000
Event Effective Date	NONE

Principal Address

2601 W STRONG ST
PENSACOLA, FL 32505

Changed: 03/17/2008

Mailing Address

P.O. BOX 17222
PENSACOLA, FL 32522

Changed: 05/03/2004

Registered Agent Name & Address

GOODSPEED, DENIS
2601 W. STRONG STREET
PENSACOLA, FL 32502

Name Changed: 04/10/2012

Address Changed: 04/10/2012

Officer/Director Detail

Name & Address

Title P

Barber, Karen, Phd
2601 W. STRONG STREET
PENSACOLA, FL 32502

Title V

STRADER, GREGORY D
1301 W GOVERNMENT
PENSACOLA, FL 32502

Title T

COURT, STACIE L
56 EAST CHASE ST
PENSACOLA, FL 32591

Title S

ROGERS, BOB
2601 W STRONG ST
PENSACOLA, FL 32505

Annual Reports

Report Year	Filed Date
2011	04/19/2011
2012	04/10/2012
2013	02/11/2013

EXHIBIT V

EMERGENCY SHELTER GRANT PROGRAM RULES AND REGULATIONS

**Homeless Emergency Assistance and Rapid
Transition to Housing Act of 2009
and related
Laws, Rules and Regulations**

CERTIFICATION OF RECEIPT
Emergency Solutions Grant Program (2013)
IMPLEMENTING REGULATIONS

I/We hereby certify and affirm that Escambia County, via NEFI, has provided this Agency with a complete electronic copy of the current **Emergency Shelter Grant Regulations governing implementation of Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009**. Agency agrees that additional amendments to said Regulations and/or directives relating to said Regulations may be disseminated by HUD during the term of this Agreement, and upon receipt and acknowledgement of said amendments or policy directives from the County/NEFI, the Agency shall abide with such changes in the Emergency Solutions Grant Program as of the date the information is officially acknowledged by the Agency. Further, the Agency has been directed by the County/NEFI to attend appropriate training as provided by HUD or HUD contractors. Agency has also been advised to review Emergency Solutions Grant, HMIS and other training materials and information relating to the activities to be implemented through this Agreement. The Agency should routinely consult the following HUD Website on a regular (at least bi-weekly) basis for regulatory and policy updates:

<http://www.hudhre.info/>

Agency stipulates herein that, I/We have reviewed the Emergency Solutions Grant information identified and the website referenced above, and I/We clearly understand the requirements which govern the Emergency Solutions Grant financed activities agreed to under the terms and conditions of this Agreement. I/We also understand that clarification of any uncertainties regarding the Notice(s), policy directives, questions/answers, or requirements related thereto should be resolved by contacting the Contract Manager denoted in this Agreement. If the Contract Manager cannot resolve the question, the issue will be submitted to the HUD for review and resolution.

Further, I/We certify and acknowledge that Emergency Solutions Grant *services* are limited to a specific income level and that such targeting is a mandatory requirement in carrying out any agreement which involves delivery of services to clients and/or oversight of any agency or agencies having responsibility for delivery of such services through the Emergency Solutions Grant. I/We are familiar with the: income eligibility guidelines (income chart), income determination procedures, income verification/documentation procedures, and income compliance requirements hereunder and the penalties to be suffered by the Agency for failing to assure such compliance.

This certification is provided in lieu of including the entire text of the Notice and voluminous related materials in this Exhibit. I/We understand that additional copies of any of the referenced materials or training related to such materials will be provided upon written request directed to the Contract Manager by this Agency. As the local Homeless Continuum of Care (CoC) agency, I/We certify and affirm that Agency staff are very knowledgeable with respect to the HEARTH Act, Emergency Solutions Grant and HMIS.

Agency:

The EscaRosa Coalition on the Homeless, Inc.

By: _____

Date: _____

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents and 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____
Certifying Official:

Date: _____

Agency: **The EscaRosa Coalition on the Homeless, Inc.**

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____
Name:
Title:

ESG 2013 Administration Services
Project Name

Firm/Agency: The EscaRosa Coalition on the Homeless, Inc.

Street Address: 2601 W. Strong Street
Pensacola, Florida 32505

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

The EscaRosa Coalition on the Homeless, Inc. certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

**PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

Agency/Company: The EscaRosa Coalition on the Homeless, Inc. Date: _____

Grant Program Name: HESG 2013 Administration

Grant Number: E13-UC-12-0022

The EscaRosa Coalition on the Homeless, Inc. shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

Agency Service Delivery Address:

3702 N. Pace Boulevard
Pensacola, Florida 32505

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

Enter Number of Employees involved in ESG 2013 Project: 4

SIGNED: _____
Certifying Officer

Agency: The EscaRosa Coalition on the Homeless, Inc.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5772

County Administrator's Report 9. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/06/2014

Issue: Grant Application to Florida Fish & Wildlife Conservation Commission for Public Boat Ramp on Perdido Bay

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Grant Application to the Florida Fish and Wildlife Conservation Commission for a Public Boat Ramp on Perdido Bay - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning a Grant Application to the Florida Fish and Wildlife Conservation Commission (FWC) for a public boat ramp on Perdido Bay:

A. Approve applying for a Florida Boating Improvement Program (FBIP) Grant up to \$150,000, with a 25% match not-to-exceed \$50,000, to the FWC for the design, engineering, and permitting of a new public boat ramp on Perdido Bay, located in the 10800 Block of Lillian Highway;

B. Authorize the Office of Purchasing to solicit for a firm to provide design and engineering services, and to obtain environmental permits, subject to funding by Grant award and/or other sources; and

C. Authorize the County Administrator to sign the Grant Application and any subsequent documents relating to the Grant Application without further Board action.

[Funding: Fund 110, Other Grants & Projects Fund, Cost Center 220807, Vessel Registration Fees, and/or Fund 352, "LOST III," Cost Center 220102, NESD Capital Projects]

BACKGROUND:

The Escambia County Marine Advisory Committee designated Perdido Bay as a "high priority" waterway for providing public access. On September 2, 2012, the Board authorized the acquisition of property at the 10800 Block of Lillian Highway to construct a public boat ramp on Perdido Bay. The Board's approval of the property acquisition acknowledged that any funding for improvements would need to be through grants or included in the next round of Local Option Sales Tax (LOST) in 2017. The estimated cost for this project is \$200,000 with up to \$150,000 from FWC and up to \$50,000 match (25%) from the County. In order to streamline the process, we are soliciting for design, engineering, and environmental permitting to avoid potential delays in project completion. Funding from Fund 110, Other Grants and Projects, Cost Center 220807,

Vessel Registration Fees, and/or Fund 352, LOST III, Cost Center 220102, NESD Capital Projects.

BUDGETARY IMPACT:

The estimated cost for this project is \$200,000 with up to \$150,000 from FWC and up to \$50,000 match (25%) from the County. This match will come from Fund 110, Other Grants and Projects, Cost Center 220807, Vessel Registration Fees, and/or Fund 352, LOST III, Cost Center 220102, NESD Capital Projects.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires approval of grant applications that have a cash match component.

IMPLEMENTATION/COORDINATION:

The Community & Environment Department, Marine Resources Division, will submit the grant application to FWC.

Attachments

FWC-FBIP Grant Application Form

BCC ResumePage-LillianHwyProperty-09062012



Florida Boating Improvement Program Grant Application for Boating Access Facilities

FOR OFFICE USE ONLY

Grant Application Number :

Date Received:

Fill in all sections that apply – Leave all other sections blank

I – APPLICANT INFORMATION

a. Applicant:

b. Federal Employer Id. No.:

c. Project Manager Name:

Project Manager Title:

d. Mailing Address:

City:

Zip Code:

e. Shipping Address:

City:

Zip Code:

f. Telephone:

Fax:

Email:

g. District Numbers:

U.S. Congressional:

State Senate:

State House:

II – PROJECT SUMMARY

a. Project Title:

b. Type of Application: ☐ New (never considered before) ☐ Reconsideration ☐ Phased Continuation–Phase No.: _____

c. Project Category:	TIER-I	TIER-II
	<input type="checkbox"/> A – Public Launching Facilities	<input type="checkbox"/> A – Boat Ramps, Piers, and Docks <input type="checkbox"/> B – Public Launching Facilities

d. Project Cost: Total Cost: \$ _____ Amount Requested: \$ _____

e. Project Summary:

III - FACILITY INFORMATION

a. Facility Name: _____

b. Type of Facility:

☐ Existing Boat Ramp / Public Launching Facility

☐ Existing Marina / Tie-up / Overnight Moorage Facility

☐ Proposed Boat Ramp / Public Launching Facility

☐ Proposed Marina / Tie-up / Overnight Moorage Facility

☐ Other: _____

c. Facility location:

County: _____ Water body: _____

Township: _____ Section: _____ Range: _____

Latitude: N deg. min. sec. Longitude: W deg. min. sec.

Facility Street Address or Location: _____

d. Upland Ownership:

☐ Public - Fee Simple

☐ Public – Lease

Number of Years Remaining in Lease: _____

Name of Owner: _____

e. Is this facility open to the general public? ☐ Yes ☐ No

f. Estimate Percent (%) Use of Launching Facility: _____% Motorboats/Sailboats _____% Non-Motorboats

g. Day Use, Parking or Launch Fee Amount: \$_____ Tie-up/Overnight Moorage: \$_____

h. Number of Launch Lanes: _____ Condition: ☐ New ☐ Good ☐ Average ☐ Poor

i. Number of Boarding Docks: _____ Length: _____ Ft. Condition: ☐ New ☐ Good ☐ Average ☐ Poor

Type of docks: ☐ Fixed Wooden ☐ Fixed concrete ☐ Floating ☐ Other : _____

j. Number of Boat Trailer Parking Spaces: _____ Condition: ☐ New ☐ Good ☐ Average ☐ Poor

k. Tie-up Dock or Moorage: _____Ft or _____Slip Condition: ☐ New ☐ Good ☐ Average ☐ Poor

Type of docks: ☐ Fixed Wooden ☐ Fixed concrete ☐ Floating ☐ Other : _____

l. Other Facility Attributes:

Restroom: ☐ Yes ☐ No ☐ Proposed

Other: _____

Pump out or Dump Station: ☐ Yes ☐ No

Other: _____

m. Names of adjacent boating facilities, public and private (ramps, tie-up facilities/marinas) within a 10-mile radius.

Name	Distance	Name	Distance
------	----------	------	----------

1. _____	_____	2. _____	_____
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3. _____	_____	4. _____	_____
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5. _____	_____	6. _____	_____
----------	-------	----------	-------

7. _____	_____	8. _____	_____
----------	-------	----------	-------

9. _____	_____	10. _____	_____
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IV – PROJECT DESCRIPTION

a. List Primary Need for Project:

☐ Safety

☐ Age-end of Useful Life

☐ Environmental Needs of the Area

☐ Other: _____

☐ High Demand by Users

☐ Recommended by FWC Staff

☐ Lack of In-house Capability

b. Need Statement:

c. Approach (Scope of Work): Describe the project's scope of work by providing a list of tasks and deliverables:

d. Project Benefits:

V – BUDGET

a. Has a detailed cost estimate been developed for this project? If yes, attach a copy to application.

☐ Yes, Preliminary☐ Yes, Final☐ No**b. PROJECT COST: NON-CASH MATCH**

Cost Item	Applicant Share	Other Share (List below in Section VI)	Do Not Use This Column	TOTAL
Administration	\$	\$		\$
Project Management	\$	\$		\$
In-Kind Engineering	\$	\$		\$
In-Kind Labor	\$	\$		\$
In-Kind Materials	\$	\$		\$
In-Kind Equipment	\$	\$		\$
Total Non-Cash Match	\$	\$		\$

c. PROJECT COST: CASH FUNDS

Cost Item	Applicant Share	Other Share (List below in Section VI)	FBIP Grant Share	TOTAL
Administration / Project Management	\$	\$	\$	\$
Design / Engineering	\$	\$	\$	\$
Permitting	\$	\$	\$	\$
Construction / Repair: Boat Ramps	\$	\$	\$	\$
Construction / Repair: Lifts, Hoists, Marine Railways	\$	\$	\$	\$
Construction / Repair: Piers or Docks	\$	\$	\$	\$
Construction / Repair: Parking	\$	\$	\$	\$
Construction / Repair: Restrooms	\$	\$	\$	\$
Other:	\$	\$	\$	\$
Other:	\$	\$	\$	\$
Other:	\$	\$	\$	\$
Other:	\$	\$	\$	\$
Other:	\$	\$	\$	\$
Total Cash Funds	\$	\$	\$	\$

d. TOTAL COST: (non-cash match + cash funds)

\$

\$

\$

\$

VI – OTHER SOURCE OF FUNDS (Partnerships)

a. Funding source / Agency: _____

b. Type of funding: ☐ Federal grant ☐ State/Local grant ☐ Loan

c. Grant Name: _____ Amount \$ _____

d. Approval Status: ☐ Approved ☐ Pending ☐ Intend to Apply, Date: _____

a. Funding source / Agency: _____

b. Type of funding: ☐ Federal grant ☐ State/Local grant ☐ Loan

c. Grant Name: _____ Amount \$ _____

d. Approval Status: ☐ Approved ☐ Pending ☐ Intend to Apply, Date: _____

a. Funding source / Agency: _____

b. Type of funding: ☐ Federal grant ☐ State/Local grant ☐ Loan

c. Grant Name: _____ Amount \$ _____

d. Approval Status: ☐ Approved ☐ Pending ☐ Intend to Apply, Date: _____

VII - PROJECT ENGINEERING AND CONSTRUCTION

a. Who is or will be completing project design/engineering?

- ☐ Applicant's Own Staff
- ☐ Consulting Engineers
- ☐ N/A (Materials or Equipment Purchase)
- ☐ Other:

b. Level of engineering completed at time of application:

- ☐ None
- ☐ Conceptual (Master Plan Phase)
- ☐ Preliminary
- ☐ Final (Ready to Bid)

VIII - PERMITS

	Submitted	Approved	N/A
a. Florida Department of Environmental Protection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Florida Fish and Wildlife Conservation Commission*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. U.S. Army Corps of Engineers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Local and Others (If needed)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*** Note: Projects involving mooring buoys must be permitted pursuant to Chapter 68D-23, F.A.C.**

IX – ENVIRONMENTAL ASSESSMENT

a. Explain how the project may impact the environment and describe any mitigation or actions proposed to minimize impacts.

X – BOATER SAFETY

a. Explain how the project may affect boater safety whether positively or negatively.

XI – APPLICATION ATTACHMENTS CHECKLIST

Submit one (1) signed original plus two (2) photocopies of the application with attachments and an electronic copy on CD.

Inc.	- - - Required Attachments - - -
<input type="checkbox"/>	a. Cover Letter: application transmittal cover letter (Identify priority rank with multiple applications).
<input type="checkbox"/>	b. Application: One (1) application with original signature from authorized individual.
<input type="checkbox"/>	c. Resolution: An adopted resolution, by the Governing Body, authorizing that the Project Manager has the authority to apply for and administer the grant on behalf of the applicant. If the Applicant is applying on behalf of another public entity, then a Memorandum of Understanding between the Applicant and the public entity must also be submitted.
<input type="checkbox"/>	d. Boundary Map: indicate boundary of the project area.
<input type="checkbox"/>	e. Site Control Documentation: (e.g. a deed, lease, results of title search, etc. for the project site.)
<input type="checkbox"/>	f. Existing Condition Photographs (sufficient to depict the physical characteristics of the project area)
<input type="checkbox"/>	g. Aerial Photographs (marked with the approximate boundaries of the project site)
<input type="checkbox"/>	h. Detailed Cost Estimate: Cost estimate in the form of a formal bid, written quote from proposed vendor or an engineer's cost estimate.
<input type="checkbox"/>	i. Navigational Chart: An 8.5" x 11" photocopy of a current NOAA North American Datum 83 nautical chart (provide the NOAA chart name and number) indicating the precise location of the project site.
- - - For Construction Grants - - -	
<input type="checkbox"/>	j. Permits: Photocopies of necessary project permit(s) or permit application(s). If exempt, provide notification of exemption from permitting agency.
- - - Optional Attachments - - -	
<input type="checkbox"/>	k. Plans: preliminary design/engineering plans (if completed).
<input type="checkbox"/>	l. Support/Opposition: Attach letters of known public support or known public opposition.

APPLICANT SIGNATURE

Application is hereby made for the activities described herein. I certify that I am familiar with the information contained in the application, and, to the best of my knowledge and belief, this information is true, complete, and accurate. I further certify that I possess the authority including the necessary requisite property interests to undertake the proposed activities.

I also certify that the Applicant's governing body is aware of and has authorized the Project Manager as the official representative of the Applicant to act in connection with this application and subsequent project as well as to provide additional information as may be required. By signature below, the Applicant agrees to comply with all applicable federal, state, and local laws in conjunction with this proposal and resulting project so approved.

Print/Type Name

Title

Applicant Signature

Date

WARNING: "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083." § 837.06, Florida Statutes.

NOTE: Instruction and further information regarding this application and the Florida Boating Improvement Program can be found in the Florida Boating Improvement Program Guidelines or you may contact the Program Administrator at: Florida Fish and Wildlife Conservation Commission, Florida Boating Improvement Program, 620 South Meridian Street, Tallahassee, FL 32399-1600; or call (850) 488-5600; or email fbip@MyFWC.com.

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION FLORIDA BOATING IMPROVEMENT PROGRAM

Instructions for completing the Grant Application for Boat Access Facilities

General Instructions:

- Submit one (1) signed original and two (2) copies.
- Submit an electronic copy of application on CD.
- Staple application in upper left-hand corner, or clip with one binder clip. **DO NOT SPIRAL BIND OR PLACE IN A THREE-RING BINDER OR REPORT COVER.**
- Please place a tabbed divider between each attachment.
- Please make all photocopies of attachments on paper no larger than 11" x 17".

I – APPLICANT INFORMATION	
a. Applicant:	Enter the name of the county, municipality, or other governmental entity applying for the grant.
b. Federal Employer Id. No.:	Enter the applicant's Federal Employer Identification (FEID) Number. Payment will be sent to the address associated with this FEID number.
c. Project Manager Name: Title:	Enter the name and title of the person in charge of the project. All correspondence will be sent to this person.
d. Mailing Address:	Enter the mailing address for the Project Manager. All correspondence will be sent to this address.
e. Shipping Address:	If mailing address is a P.O. box, please include a street address for overnight deliveries.
f. Telephone No.: Fax No.: E-mail:	Enter the telephone number, fax number, and email address where the Project Manager may be contacted during regular business hours.
g. District Numbers:	Enter the number of the U.S. Congressional district, State House district, and State Senate district where the project is located.

II – PROJECT SUMMARY	
a. Project Title:	Provide a brief title for the project.
b. Type of Application:	Check “New” if you have never applied for FBIP funding for this project. Check “Reconsideration” if you have applied before but did not receive funding. Check “Phased Continuation” if the project has previously received FBIP funding.
c. Project Category:	Check only one project category. Refer to the guidelines for project category descriptions. Application will compete only against other applications within the same project category. The Commission reserves the right to re-assign the application to a different project category to maximize funding.
d. Project Cost:	Enter total amount of project cost, including only the eligible project elements where grant funds will be used. Enter the amount of funds requested from FBIP (rounded to the nearest dollar).
e. Project Summary:	Provide a brief description of the goal of the project, the work to be done and the expected outcome or final product.

III - GENERAL FACILITY INFORMATION
Describe existing conditions by checking all that apply. For new facilities, provide information as facility is proposed to be and check “New” for questions about condition of facility.

IV - PROJECT DESCRIPTION	
a. List Primary Need for Project:	Check the category that is most applicable.
b. Need Statement:	Briefly describe why this project is needed. Explain any existing problems and how this project will correct the problem.
c. Approach(Scope of Work):	Describe in detail the exact work to be completed. For example, Task 1 – Construct one-lane, concrete boat ramp, Task 2 – Construct 20 boat/trailer parking spaces.
d. Project Benefits:	Describe how this project will enhance boating in the local community.

V – BUDGET	
a. Has a detailed cost estimate been developed for this project?	Indicate whether a preliminary or final cost estimate has been developed. If yes, attach a copy of the estimate to the application.
b. PROJECT COST - NON-CASH MATCH*	Enter amount of in-kind match for each cost item. Amounts in “Other” column should include in-kind match from any third-party agreements (provided by someone other than the applicant). *Please note: All applications must include some form of non-cash match.
c. PROJECT COST - CASH FUNDS	Enter amount of funding to be provided by the applicant and other sources. Enter the amount of funding requested in the column labeled “FBIP Grant Share.”
d. TOTAL PROJECT COST	Sum of non-cash match and cash funds for each column.

VI - OTHER SOURCE OF FUNDS (Partnerships)	
Include information on funding from sources other than FBIP or the applicant. Enter information for each funding source.	
a. Funding Source / Agency:	Enter the name of the funding source or the partner
b. Type of funding:	Check source of funds: Federal grant, State/Local grant, or loan.
c. Grant Name:	Enter the name of the grant program (if applicable).
d. Approval Status:	Enter status of grant/loan application. If “Intending to Apply”, enter date of application deadline.

VII - PROJECT ENGINEERING AND CONSTRUCTION	
a. Who is or will be completing project design/engineering?	Please check as appropriate.
b. Level of engineering completed at time of application:	Please check as appropriate. If engineering is complete (conceptual, preliminary, or final), please include a copy of the plans with your application.

VIII – PERMITS	
a. Florida Department of Environmental Protection	<p>Check status of all permit applications. If project type does not require permits, or project is exempt from permitting requirements, check “N/A”. If applicable, attach a photocopy of all permits or permit applications. If project is exempt, attach a copy of exemption notification.</p> <p>Note: Projects involving mooring buoys must be permitted pursuant to Chapter 68D-23, F.A.C.</p>
b. Florida Fish and Wildlife Conservation Commission	
c. U.S. Army Corps of Engineers	
d. Local and Others (If needed)	

IX - ENVIRONMENTAL ASSESSMENT	
a. Will the project significantly or adversely affect the environment?	<p>Explain how the project will have a significant or adverse affect on the environment and include information on the impacts to water quality, wetlands, seagrasses, imperiled species, etc.</p>
b. If Yes, please explain key issues and describe any mitigation actions proposed.	

X – BOATER SAFETY	
a. Explain how the project may affect boater safety whether positively or negatively.	<p>Provide explanation of how the project may improve boater safety (i.e. increased education, increased law enforcement, etc.) or, explain any potential boater safety hazards and how they will be corrected. Also, please indicate if the project will have no effect on boater safety.</p>

XI – APPLICATION ATTACHMENTS CHECKLIST
<p>Indicate which attachments have been included with the application. Required attachments must be included or application will be deemed incomplete. Optional attachments may be omitted.</p> <p>Please place a tabbed divider between each attachment. Submit one (1) original (with original signature) and two (2) photocopies of the entire application with attachments. (Only one (1) copy of the permits and site control documentation is necessary.)</p> <p>Completed applications should be in the following order: Cover Letter, Application Form, Attachments in the order they are listed on the checklist.</p>

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-18. Approval of Various Consent Agenda Items – Continued

- ✱
10. Authorizing staff, regarding the acquisition of real property for public boat ramp facilities on Lillian Highway, to make an offer to RL REGI Florida, LLC, to purchase three contiguous parcels of real property (totaling approximately 40.03 acres), located at 10836 Lillian Highway, for the appraised amount of \$1,235,000, which is the highest of two appraisals, and subject to completion of the due diligence process; RL REGI, Florida, LLC, owns three contiguous parcels of property totaling approximately 40.03 acres, located at 10836 Lillian Highway, with frontage on Perdido Bay; the owners listed the property for sale for \$1,900,000; staff had an appraisal performed by G. Daniel Green, dated February 29, 2012, which placed a value of \$910,000; pursuant to Board policy, when property is valued at more than \$250,000, staff must acquire two appraisals; staff had another appraisal performed by Brantley & Associates, dated May 1, 2012, which placed a value of \$1,235,000 for the approximately 40.03 acres of property; the average of the two appraisals is \$1,072,500; the owners were not amenable to accepting the average price of the two appraisals and countered with an offer of \$1,235,000, which is the value placed on the property according to the Brantley appraisal; the owners indicated that they were firm on this price and were not amenable to accepting less; the acquisition of this property is funded by the Florida Boating Improvement Program and Local Option Sales Tax (LOST); improvements currently in the planning stage for the public boat ramp facilities on Lillian Highway (RL REGI Florida, LLC, property) are being funded by National Resource Damage Assessment (NRDA); NO FUNDING IS AVAILABLE AT THIS TIME TO MAKE ANY IMPROVEMENTS TO THIS PARCEL; **ANY FUNDING FOR SUCH IMPROVEMENTS WILL NEED TO BE THROUGH GRANTS OR INCLUDED IN THE NEXT ROUND OF LOCAL OPTION SALES TAX (LOST) IN 2017** (Funding Source: Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Project 08NE0018, Boat Ramps).



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5634

County Administrator's Report 9. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/06/2014

Issue: Acquisition of Real Property Located on East Olive Road

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property Located on East Olive Road - 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 (totaling approximately 1.49 acres), located on East Olive Road, from Teresa G. Barham:

A. Authorize the purchase of a parcel of real property located in the 2600 Block of East Olive Road (totaling approximately 1.49 acres), from Teresa G. Barham, for the appraised value of \$100,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve and authorize the Chairman or Vice Chairman to sign the Contract for Sale and Purchase for the acquisition of a parcel of real property located in the 2600 Block of East Olive Road (totaling approximately 1.49 acres); and

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

[Funding Source: Fund 352, "LOST III," Account No. 210109/56101/56301, Project No. 10EN0363]

BACKGROUND:

The County has a project in design to make improvements to East Olive Road, which includes road widening and related drainage infrastructure. The design indicates a need for additional property for stormwater retention purposes in the 2600 Block area of East Olive Road.

Pursuant to the Board's adoption of the Policy for Real Property Acquisitions Related to Roads and Drainage Projects, dated April 21, 2011, staff entered into discussions with Mrs. Barham to acquire a parcel of real property she owns, located in the 2600 Block of East Olive Road. An appraisal requested by County staff, performed by G. Daniel Green & Associates, dated September 15, 2012, placed a total value of \$100,000 on the parcel. The owner indicated that she was amenable to accepting this amount. Staff prepared, and the property owners agreed to

the terms and conditions within the Contract for Sale and Purchase, with the understanding that this acquisition requires final Board approval. The Contract for Sale and Purchase includes an offer to purchase the property for the appraised value of \$100,000, with the owner/seller being responsible for payment of documentary stamps and other closing costs. Staff is requesting Board approval of this acquisition and of the Contract for Sale and Purchase.

BUDGETARY IMPACT:

Funding for this acquisition is available in Fund 352 "LOST III", Account No. 210109/56101/56301, Project No. 10EN0363.

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, Senior Assistant County Attorney.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Contract

Parcel information

Appraisal

Checklist

Aerial view map

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between Teresa G. Barham, whose address is 8506 Punta Lora Drive, Pensacola, Florida 32514 ("Seller"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. AGREEMENT. Seller agrees to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____, 2014.

2. PURCHASE PRICE; PAYMENT. The purchase price is \$100,000 (one hundred thousand dollars) payable to Seller at closing.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. TITLE EVIDENCE. Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.

5. SELLER'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS. Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. COSTS AND EXPENSES. Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer);

Seller's Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. **BROKERS.** Neither Buyer nor Seller have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker, other than NAI Halford, who is the agent of the Seller and, notwithstanding any other provision of this Contract, who will be compensated by the Seller. NAI Halford, shall receive a commission of four (4) percent of the purchase price which shall be paid upon closing. The parties warrant to one another that no other real estate brokers or other salespersons have been used to procure this sale and no other brokerage commissions or other payments are required under this provision.

8. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. **CONVEYANCE AND TRANSFER OF TITLE.** Seller shall convey title to the Property by Warranty Deed.

10. **CLOSING.** This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. **CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE.** At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Seller are not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller have no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. **ATTORNEYS' FEES; COSTS.** Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. SURVIVAL. All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. ASSIGNABILITY. Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. RISK OF LOSS. The risk of loss to the Property is the responsibility of Seller until closing.

17. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. OTHER AGREEMENTS. The BUYER also agrees to facilitate any future development by the seller (or future owners) of the remaining parent tract and adjacent property to utilize the County Stormwater Retention Pond for stormwater drainage in accordance with County Codes. No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

Office of the County Engineer
Real Estate Division
1190 West Leonard Street, Suite 1
Pensacola, Florida 32501

TO SELLER:

Teresa G. Barham
8506 Punta Lora Drive
Pensacola, Florida 32514

WITH A COPY TO:

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

20. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

JAB

21. THIRD PARTY LEASES AND CONTRACTS. Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agree to return any deposit paid by Buyer. Seller warrant that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

25. OCCUPANCY AND POSSESSION. Seller warrants delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Seller convey by sale the Property for public use and waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Seller agree to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal

identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

**ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS**

ATTEST: Pam Childers
Clerk of the Circuit Court

Lumon J. May, Chairman

Deputy Clerk

Date: _____

BCC Approved: _____

This document approved as to form
and legal sufficiency.

By *[Signature]*
Title Asst. County Attorney
Date Feb. 6, 2014

JMB

[Signature]
Witness

MICHAEL CARRO
Print Name

[Signature]
Witness

Bryan Morelock
Print Name

SELLER:

Teresa G. Barham
Teresa G. Barham

Date: 12/19/13

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of December,
2013 by Teresa G. Barham. She ☐ is personally known to me, ☒ produced current
FLDL B650807636320 as identification.

[Signature]
Signature of Notary Public

June Sims
Printed Name of Notary Public

(Notary Seal)

J.G.B.

EXHIBIT "A"

Legal Description:

Barham Parcel Parent Tract – Official Records Book 5369, Page 388

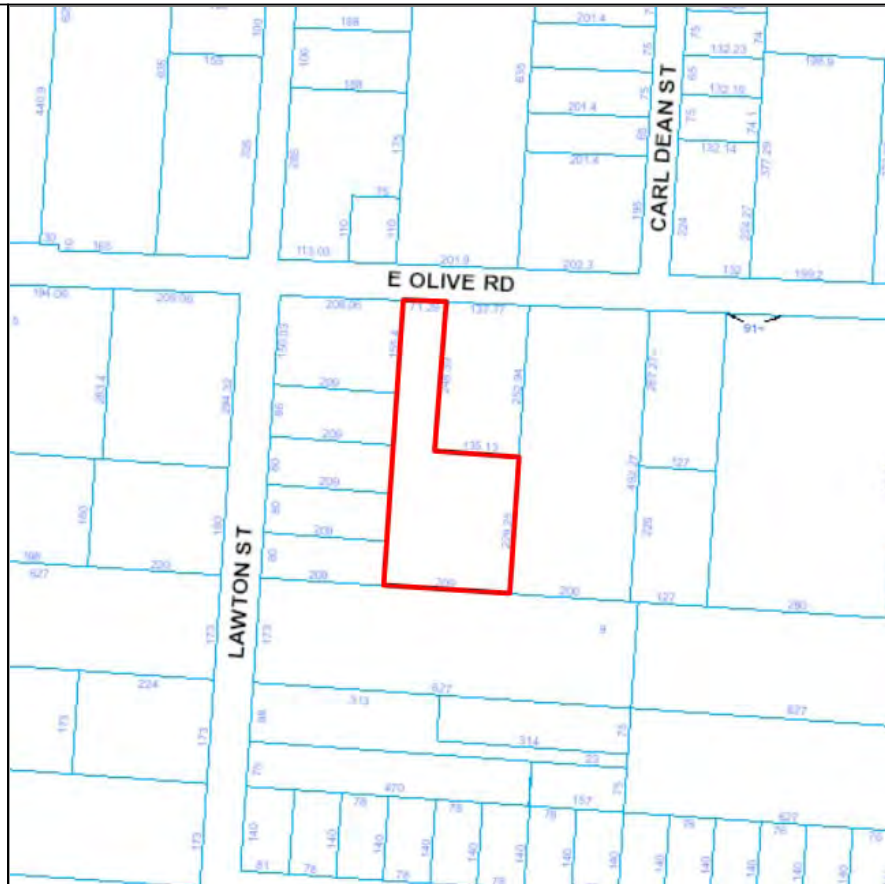
Lot 5, Oakhurst Subdivision, a Subdivision of the Southwest Quarter of Section 17, Township 1 South, Range 30 West, Escambia County, Florida, according to the plat recorded in Plat Book 2 at Page 90 of the Public Records of said County;

Less and Except:

Commence at the Southeast corner of Lot 5; Thence North 00 degrees 00 minutes 00 seconds East along the east line of said Lot 5, a distance of 229.25 feet to the Point of Beginning; Thence North 89 degrees 26 minutes 26 seconds West, a distance of 135.13 feet; Thence North 00 degrees 36 minutes 10 seconds West, a distance of 248.39 feet to the south right-of-way line of Olive Road (70' R/W); Thence North 88 degrees 39 minutes 11 seconds East along said south right-of-way line, a distance of 137.77 feet to the east line of said Lot 5, Thence South 00 degrees 00 minutes 00 seconds West along said east line, a distance of 252.94 feet to the Point of Beginning. All lying and being in Escambia County, Florida

J.H.B.

[Restore Full Page Version](#)



Escambia County Valuation Project
Parcel #1
Parcel ID# 171S303000000005
1.49 +/- Acre Vacant Land
A portion of 2600 Olive Road
Pensacola, Escambia County, Florida 32514



G. Daniel Green
& ASSOCIATES

COMMERCIAL & RESIDENTIAL APPRAISAL, CONSULTING & SALES

103 baybridge drive • gulf breeze, fl 32562
tel 850.934.1797 • fax 850.932.8679

G. Daniel Green, MAI, SRA, St. Cert. Gen. REA #RZ836
Paula M. Pelezo, St. Cert. Res. REA #RD7497 | Susanne S. Timmons, St. Cert. Res. REA #RD4984
Benjamin F. McDaniel Registered Trainee #RI23426

G. DANIEL GREEN & ASSOCIATES, INC.

Appraisals, Sales, & Consulting

SUMMARY APPRAISAL REPORT

SUBJECT PROPERTY

Parcel #1
1.49+/- Acre Tract
A portion of 2600 Olive Rd
Pensacola, Fl 32514

DATE OF OBSERVATION

September 10, 2012

REPORT DATE

September 15, 2012

CLIENT/INTENDED USER

Judy Cantrell
Escambia County Public Works Department
3363 W Park Place
Pensacola FL. 32505

Prepared By:

G. Daniel Green, MAI, SRA

Certified General Appraiser RZ836

G. Daniel Green & Associates
103 Baybridge Gulf Breeze, Florida 32562
Telephone (850) 934-1797
Fax (850) 932-8679
appraisal@gdanielgreen.com

G. Daniel Green
& ASSOCIATES
COMMERCIAL & RESIDENTIAL APPRAISAL, CONSULTING & SALES

September 15, 2012

Judy Cantrell
Escambia County Public Works Department
3363 W Park Place
Pensacola FL 32505

Re: Parcel #1-A portion of 2600 Olive Rd. 1.49+/- Acre Tract
Parcel ID# 171S303000000006
Pensacola, FL 32514

Dear Judy Cantrell :

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 following Summary Appraisal Report presents our findings.

The purpose of the appraisal is to develop an opinion of the market value of the fee simple interest of the subject property based on a personal observation of the subject; information provided to our office; and the investigation and analyses undertaken; as of September 10, 2012, the date of observation; subject to the attached assumptions and limiting conditions.

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 September 10, 2012 is:

\$100,000
ONE HUNDRED THOUSAND DOLLARS
FINAL VALUE OPINION
AS OF September 10, 2012

Exposure Time: The exposure time linked to the final value opinion is an estimate for this property to be eighteen (18) to twenty four (24) months based on market sales of similar properties and current market activity.

Marketing Time at concluded value estimate: The marketing time for the subject property is estimated to be eighteen (18) to twenty four (24) months.



103 baybridge drive • gulf breeze, fl 32562
tel 850.934.1797 • fax 850.932.8679

gdanielgreen.com

The following is a Summary Appraisal Report utilizing the Direct Sales Comparison approach to value and has been prepared utilizing all of the requirements set forth as standards for real estate appraisals established for federally related transactions by the Comptroller of the Currency, the Federal Reserve Board, the Federal Deposit Insurance Corporation, the State of Florida, including Federal regulations as stipulated by all appropriate federal regulatory agencies under the most recent Real Estate Appraisal ruling (12 CFR Par 34-Title XI of FIRREA).

The appraisal is in conformity with the standards for real estate appraisals as established by the Appraisal Foundation and its Appraisal Standards Board. It is intended to comply with the requirements set forth under Standards Rule 2 of the *Uniform Standards of Professional Appraisal Practice* (USPAP) effective January 1, 2010 adopted by the Appraisal Foundation. The fee for this appraisal was not based on value nor was the assignment undertaken based on a predetermined value, trend in value or a minimum or maximum value. The report presents discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's credible opinion of value. The depth of discussion contained in the report is specific to the needs of the client and for the intended use stated in the report. The content of this Summary level report includes all specification in USPAP as defined in Standards Rule 2 -2 (b) and through our scope of work have concluded to a credible opinion of value.

G. Daniel Green MAI, SRA is currently certified under the voluntary continuing education program of The Appraisal Institute.

Due to the current market uncertainty in the US economy, the opinions and conclusions herein are valid as of the effective date of the appraisal only.

In addition to the included assumptions and limiting conditions, the following also apply:

- 1) With respect to several of the subject tracts within this valuation, it is assumed that since as requested, the parcels in several cases are portions of parent tracts, when valued separately are in effect landlocked, that an extraordinary assumption is necessary relative to the granting of an easement access to a public right of way over the parent tract.*
- 2) Complete information was not made available by client relative to individual subject tract surveys, only rough sketches. Therefore subject parcels which represent less than 100% acquisitions are only roughly approximated in size. Any additional information which becomes available providing more precision to the area calculation may support revisions to the opinions and conclusions within this report, subject to my review.*
- 3) This assignment is being done for informational purposes only, and does not represent a condemnation assignment or support for legal action associated in any way with a "taking".*
- 4) This analysis is prepared and the results are reported on the basis of individual tract market values. There is no plottage or assemblage value considered, nor any impact on any remainder tracts.*

- 5) *Based on the utilization of the information by the client relating to scope of work, no consideration of bulk sale value or "value to a single purchaser" was considered within this analysis.*

Respectfully submitted,

A handwritten signature in black ink, appearing to read "G. Daniel Green". The signature is fluid and cursive, with a large initial "G" and a stylized "D".

G. Daniel Green, MAI SRA
State-Certified General
Appraiser #RZ836

SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

PROPERTY IDENTIFICATION:

OWNERSHIP: Barham Teresa G
8506 Punta Lora Dr
Pensacola, FL 32514

LOCATION OF PROPERTY: All parcels located on or immediately off Creighton Road, Pensacola, Florida

TYPE OF VALUE: The purpose of this appraisal is to provide an opinion of the market value of the fee simple interest in the subject property as of a specific date.

PROPERTY RIGHTS APPRAISED: Fee simple ownership rights.

DATE OF REPORT: September 15, 2012

DATE OF VALUATION: September 10, 2012

ASSESSED VALUE: \$56,905, per Escambia County Records.

TAXES: \$858.51, per Escambia County Records.

ZONING CLASSIFICATION: C-1 & R-5

LAND AREA: 1.49 +/- Acres

HIGHEST AND BEST USE
AS VACANT: Commercial/Multi-Family

EXPOSURE TIME: **18-24 Months**

MARKETING TIME: **18-24 Months**

VALUE INDICATIONS:

DIRECT SALES APPROACH \$100,000

FINAL VALUE OPINION \$100,000



G. Daniel Green & Associates, Inc.

Location

Location adjustments are applied for use, in this case commercial use, is quantifiable based on the number of issues such as traffic counts, convenience, parking, etc. Sale #1 and Sale #3 both are adjusted upward for inferior locations.

Zoning

The zoning is adjusted upward for Sale #2 based on the slightly more restrictive R-6 zoning.

Site Size

Sales #1 and #3 are adjusted downward for site size differential based on their smaller relative size. Sale #2 is adjusted slightly upward for its larger overall site size.

Frontage

Sales #2 and #3 are adjusted downward for larger amounts of frontage.

Utility

Sale #2 is adjusted slightly downward for superior overall utility based on regular shape and amount of frontage.

Reconciliation

The range of price per acre values has been narrowed due to the adjustments to reflect a range of unit indications of \$2.40, \$.80 and \$2.00 per square foot respectively. This indicates a range in value for the subject property between \$51,923 and \$155,770. The mathematical mean of the three indications is \$1.73 per square foot. All three comparable sales are considered reasonable indicators of value for the subject property. Most weight is given to the range just under the mean, relative to Comparable #2 being located along Olive Road, as well as the support from the comparable listings, all of which were smaller in size, ranging from \$2.75/SF to \$4.78/SF, unadjusted. My final opinion of value for the subject property is therefore \$1.50/SF.

Final Land Value Analysis

Subject Site Size(SF)	Reconciled Price/SF	Overall Value
64,904	\$1.5	\$97,356
Rounded to		\$100,000

\$100,000

**ONE HUNDRED THOUSAND DOLLARS
VIA THE DIRECT SALES COMPARISON APPROACH**



RECONCILIATION AND FINAL VALUE OPINION

The final reconciliation section discusses the respective value indications, analysis of the methods used, and the strength of the data compiled for each technique, and explains the reasoning behind identifying a single point of value.

The purpose and ultimate goal of the reconciliation is to form a meaningful, credible conclusion about the final opinion of value.

The Direct Sales Comparison approach to value was utilized in this appraisal exclusively and utilized comparable sale transactions of similar potential use properties located throughout the competing Pensacola market. The primarily qualitative adjustments were within a reasonable range, and the final value indication developed was also supported by an analysis of current competing listings, all in support of the final value opinion for the subject property amounting to-

\$100,000
ONE HUNDRED THOUSAND DOLLARS
AS OF SEPTEMBER 10, 2012

Exposure Time: The exposure time linked to the final value opinion for subject property is estimated to be 18-24 months based on market sales of similar properties and current market activity.

Marketing Time at concluded value estimate: We estimate the marketing time for the subject property to 18-24 months.

In addition to the included assumptions and limiting conditions, the following also apply:

- 1) With respect to several of the subject tracts within this valuation, it is assumed that since as requested, the parcels in several cases are portions of parent tracts, when valued separately are in effect landlocked, that an extraordinary assumption is necessary relative to the granting of an easement access to a public right of way over the parent tract.*
- 2) Complete information was not made available by client relative to individual subject tract surveys, only rough sketches. Therefore subject parcels which represent less than 100% acquisitions are only roughly approximated in size. Any additional information which becomes available providing more precision to the area calculation may support revisions to the opinions and conclusions within this report, subject to my review.*
- 3) This assignment is being done for informational purposes only, and does not represent a condemnation assignment or support for legal action associated in any way with a "taking".*
- 4) This analysis is prepared and the results are reported on the basis of individual tract market values. There is no plottage or assemblage value considered, nor any impact on any remainder tracts.*



- 5) *Based on the utilization of the information by the client relating to scope of work, no consideration of bulk sale value or "value to a single purchaser" was considered within this analysis.*

Respectfully submitted,



G. Daniel Green, MAI SRA
State-Certified General
Appraiser #RZ836





Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: Teresa Barham/2600 BLK of Olive Rd/17-1S-30-3000-000-005

County Administrator (or designee) - Appraisals

Appraiser (1): G. Daniel Green & Associates

Date of appraisal: September 15, 2012

Appraised value: \$100,000

Received by: Judy Cantrell

Comments: _____

Appraiser (2): N/A

Date of appraisal: _____

Appraised value: _____

Received by: _____

Comments: Two appraisals not required (property valued at less than \$250,000)

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: 7/2/2103

Received by: Larry Goodwin

Comments: See attached from Doyle Butler / No concerns

Date of Phase II: N/A

Received by: _____

Comments: _____

Facilities Management Department - Property Inspection

Inspected by: N/A

Date: _____

Comments: Vacant property / no inspection required

Risk Management Department - Property Inspection

Inspected by: N/A

Date: _____

Comments: Vacant property / no inspection required

Engineering Department - Review of Survey or Boundary Map

Completed by: RICK COLCADO

Date: 01/21/14

Comments: REVIEWED CERTIFIED BOUNDARY SURVEY. DID NOT FIELD VERIFY.

Office of Management and Budget - Verification of Funding Source

Funding source: Fund 352 / 210109 / 56101 / 10000363

Verified by: R. Lambert

Date: 2-3-14

Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____

Date: _____

Comments: _____



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: Teresa Barham/2600 BLK of Olive Rd/17-1S-30-3000-000-005

County Administrator (or designee) - Appraisals

Appraiser (1): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

Appraiser (2): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: 7/2/2013
 Received by: Doyle Burton
 Comments: NO RECOGNIZED ENVIRONMENTAL HAZARDS -
See EC ORD 46-139
 Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Risk Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
 Date: _____
 Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
 Verified by: _____
 Date: _____
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____

PROPOSED ACQUISITION OF PROPERTY FOR OLIVE ROAD EAST ROAD AND DRAINAGE PROJECT



2009 AERIAL PHOTOS



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
SSW 1/9/14 DISTRICT 4



TERESA BARHAM PROPERTY / PARCEL 17-1S-30-3000-000-005
APPROXIMATELY 1.49 ACRES / APPRAISED VALUE = \$100,000



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5680

County Administrator's Report 9. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/06/2014

Issue: Schedule a Public Hearing to Consider the Vacation of Portions of Rawls Avenue and Orange Avenue and Alleyway, on the Board's Own Motion

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Vacation of Portions of Rawls Avenue and Orange Avenue and Alleyway, on the Board's Own Motion - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the scheduling of a Public Hearing to consider the vacation of portions of Rawls Avenue (approximately 0.16 acres) and Orange Avenue and alleyway (approximately 0.18 acres), on the Board's own motion:

A. Authorize the scheduling of a Public Hearing for April 3, 2014, at 5:31 p.m., to consider the vacation of portions of Rawls Avenue (approximately 0.16 acres) and Orange Avenue and alleyway (approximately 0.18 acres), on the Board's own motion; and

B. Authorize the expenditure of funds for all costs associated with this vacation.

[Funding Source: Fund 352, "LOST III," Accounts 210107/56101/56301, Project No. 08EN0313]

BACKGROUND:

Rawls Avenue and Orange Avenue and abutting alleyway are unimproved rights-of-way as shown on the plat of Figland Park Subdivision recorded in Plat Deed Book 87 at Page 244 of the public records of Escambia County, Florida. These portions of Rawls Avenue, Orange Avenue and abutting alleyway are located in the area of the County's Caro Pond Expansion and Drainage Project. Design for the drainage project indicates that these portions of Rawls Avenue and Orange Avenue and abutting alleyway are not required for the project. Therefore, staff is requesting that the County vacate any interest the County has in the portions of Rawls Avenue (approximately 0.16 acres) and Orange Avenue and abutting alleyway (approximately 0.18 acres).

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

BUDGETARY IMPACT:

Funds for legal advertisements and document recordings are available in Funding Source: Fund 352, "LOST III", Accounts 210107/56101/56301, Project No. 08EN0313.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

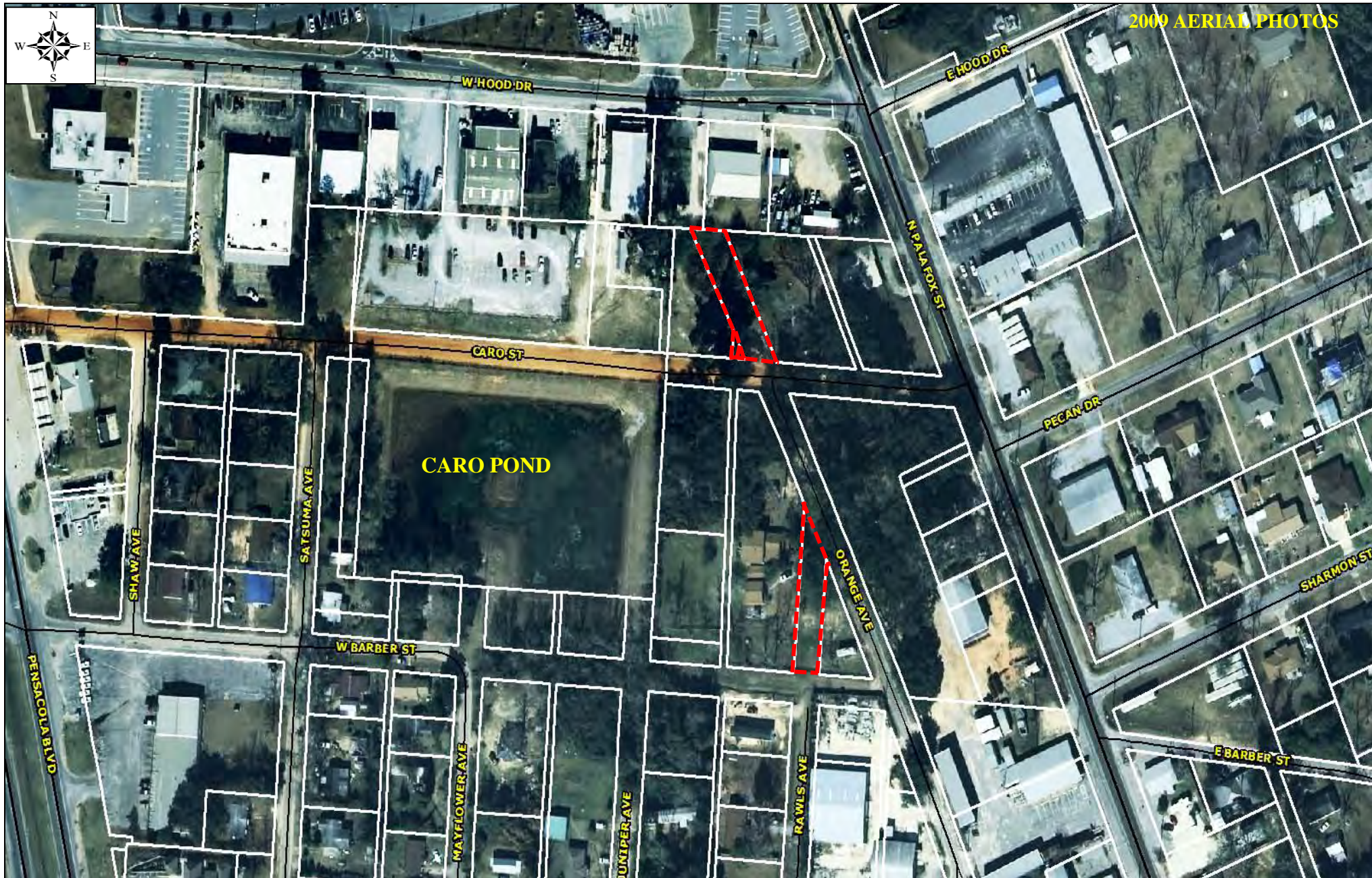
IMPLEMENTATION/COORDINATION:

Once the Public Hearing has been scheduled, the date and time will be advertised, and all owners of property within 500 feet of the proposed areas to be vacated will be notified. It will be the responsibility of County staff to place the advertisement and notify property owners.

Attachments

Aerial View Map

PROPOSED VACATION OF PORTIONS OF RAWLS AVENUE AND ORANGE AVENUE AND ALLEYWAY



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 02/05/14 DISTRICT 3

 **PORTIONS OF RAWLS AVENUE AND ORANGE AVENUE
AND ALLEYWAY REQUESTED TO BE VACATED**



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5762

County Administrator's Report 9. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/06/2014

Issue: Supplemental Budget Amendment #103 – Density Reduction Grant Balance

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #103 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #103, Other Grants and Projects Fund (110) in the amount of \$454,455, to recognize prior year funds from the Density Reduction Grant - Area "A" that was not rolled over into this year's Budget, and to appropriate these funds into the correct Cost Center for Fiscal Year 2013/2014.

BACKGROUND:

The Density Reduction Grant - Area "A" had a remaining balance that is not recognized in this year's budget. This prior year fund balance needs to be recognized and appropriated correctly.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$454,455.

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# 103

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 has a prior year fund balance for the Density Reduction Grant - Area "A" that was not budgeted, and now must be recognized and appropriated in the current year's budget.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2014:

Other Grants & Projects	110		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Density Reduction Grant - Area "A"	110	334268	454,455
Total			\$454,455

		Account Code/ Project Number	Amount
Appropriations Title	Fund Number/Cost Center		
Land	110/221015	56101	454,455
Total			\$454,455

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment
103



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5776

County Administrator's Report 9.7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/06/2014

Issue: SBA #107 - Firing Range Reimbursements for the Sheriff's Department

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #107 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #107, General Fund (001) in the amount of \$4,515, to recognize reimbursements from the firing range, and to appropriate these funds back into the Sheriff's Budget for law enforcement activities in Escambia County.

BACKGROUND:

The Sheriff has received reimbursements from the firing range, these funds must be placed back into the Sheriff's Budget.

BUDGETARY IMPACT:

This amendment will increase Fund 001 by \$4,515.

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#107

**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, the Escambia County Sheriff has received miscellaneous fees for the use of the firing range, these funds must now be recognized and appropriated back into the Sheriff's Budget accordingly. Sheriff's Budget accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2014:

<u>General Fund</u> Fund Name	<u>1</u> Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Miscellaneous Sheriff Fees	1	369939	\$4,515
Total			\$4,515

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Operating Expense	001/540101	59703	\$4,515
Total			\$4,515

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

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

Lumon J. May, Chairman

Deputy Clerk

Adopted

OMB Approved

**Supplemental Budget Amendment
#107**



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5764

County Administrator's Report 9. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/06/2014

Issue: PD 13-14.031 Commissary Services for the Road Prison

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commissary Services for the Road Prison - Amy Lovoy,
Management and Budget Services Department Director

That the Board authorize the County to piggyback off of the County of Watauga, North Carolina, Service Agreement, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and award a Purchase Order, in the amount of \$140,000, to Kimble's Food by Design, for commissary services at the Road Prison, PD 13-14.031, effective March 1, 2014, and renewable for one-year periods, in accordance with the terms and conditions of the Agreement.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 290205, Object Code 55201]

BACKGROUND:

Kimble's Food by Design is the current provider and the Department is satisfied with the service.

BUDGETARY IMPACT:

Fund 175, Transportation Trust Fund, Cost Center 290205, Object Code 55201

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with the Escambia County, FL Code of Ordinance, Chapter 46, Article II, Section 46-44 Applications and exemptions; and Section 46-64 Board Approval.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Contract



County of Watauga

Administration Building, Suite 205 • 814 West King Street • Boone, North Carolina 28607

BOARD OF COMMISSIONERS

Nathan A. Miller, Chairman
David Blust, Vice-Chairman
Jim Deal
Tim Futrelle
Vince Gable

Telephone 828-265-8000
TDD 1-800-735-2962
Voice 1-800-735-8262

COUNTY MANAGER
Robert E. Nelson, Jr.

COUNTY ATTORNEY
Stacy C. Eggers, IV

July 18, 2011

Kimble Carter
Kimble's Commissary Service
607 Hines Street
LaGrange, GA 30241

Dear Mr. Carter:

Please find enclosed two originals of the service agreement between Watauga County and Kimble's Commissary. Please execute the two enclosed original contracts and return one to my attention at the above address. If you have any questions or need further information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Anita J. Fogle", is written over a printed name.

Anita J. Fogle
Clerk to the Board of Commissioners

cc: Captain Jeff Virginia
Watauga County Sheriff's Office

Enclosures

Service Agreement

Kimble's Commissary/Watauga County, North Carolina

This Service Agreement is by and between Watauga County, North Carolina ("Customer") and Kimble's Commissary Services, a wholly owned division of Kimble's Foods By Design, ("We", "Us", or "Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) that may have been made between the parties, and shall be effective as of September 11, 2011. This agreement consists of four (4) pages.

The Customer desires that Kimble's Commissary provides commissary services to the inmates housed in the Watauga County Jail and provides related software and equipment according to the terms and conditions in this Agreement, and according to the schedule and work orders, which are incorporated by reference into this Agreement.

The Provider agrees to provide commissary services to the inmates housed in the Watauga County Jail and provide related software and equipment according to the terms and conditions in this Agreement, and according to the schedule which is incorporated by reference into this Agreement;

Now therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

USE OF APPLICATIONS. You grant us the exclusive RIGHT AND LICENSE to install, maintain, and derive revenue from the applications through our commissary services (including, without limitation, the related hardware and software) located in and around the inmate confinement facilities identified on the schedules (the "Facilities"). You are responsible for the manner in which you use the applications. Unless expressly permitted by a schedule or separate written agreement with us, you will not resell the applications or provide access to the applications (other than as expressly provided in a particular schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of inmate related commissary services, in lieu of any other third party providing such commissary services, including without limitation, customer's employees, agents or subcontractors.

TERM. The "Term" of this Agreement shall commence on September 12, 2011, and will continue for thirty-six (36) months thereafter. At the expiration of the original term the Agreement shall renew for one (1) year periods unless one of the parties notifies the other thirty (30) days prior to the expiration of their intention to terminate the Agreement. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each schedule for so long as we continue to provide the application to you after the expiration or earlier termination of this Agreement.

SOFTWARE LICENSE. We grant you a non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the applications (the "Software"). The Software includes any upgrades, modifications, updates and additions to existing features that we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. You are the license holder of any third-party software products we obtain on your behalf. You authorize us to provide or pre-install the third-party software and agree that we may agree to the third party end user license agreements on your behalf. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the applications at the facilities. You will not (1) Permit a third party to use the software, (2) Assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the software or any portion thereof, (3) process or permit to be processed any data of any other party with the software, (4) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the software or allow any third party to do so, (5) connect the software to any products that we did not furnish or approve, or (6) ship, transfer, or export the software into any country, or use the software in any matter prohibited by the export laws of the United States. We are not liable with regard to any software that you use in a prohibited manner.

CONFIDENTIALITY. The system, applications, and related data and information (the "Confidential Information") shall at all times remain confidential to Provider. You agree that you will not disclose such confidential information to any third party without our prior written consent. Because you will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the software and applications, you shall only access the software with computer systems that have effective firewall and anti-virus protection.

INSURANCE. We maintain comprehensive general liability insurance having limits of not less than \$1,000,000.00 in the aggregate. You agree to provide us with reasonable and timely written notice of any claim, demand, or cause of action made or brought against you arising out of or related to the utilization of the applications and the system in which the Provider is brought in as a co-defendant in the claim. We have the right to defend any such claim, demand, or cause of action at our sole cost and expense and within our sole and exclusive discretion. You agree not to compromise or settle any claim or cause of action arising out of or related to the utilization of the applications or system without our prior written consent, and you are required to assist us with our defense of any such claim, demand, or cause of action.

DEFAULT AND TERMINATION. If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default, setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days written notice notwithstanding the foregoing, if you breach your obligations in the section entitled "Software License" or the section entitled "Confidentiality", then we shall have the right to terminate this Agreement immediately.

LIMITATION OF LIABILITY. Notwithstanding anything to the contrary in this Agreement, neither party shall have any liability for indirect, incidental, special or consequential damages, loss of profits or income, lost or corrupted data, or loss of use or other benefits, howsoever cause and even if due to the party's negligence, breach of contract, or other fault, even if such party has been advised of the possibility of such damages.

UNCONTROLLABLE CIRCUMSTANCE. Each party to this contract reserves the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances outside our control related to the facilities operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; acts of God; actions taken for security reasons (such as lock-downs). Further, Customer acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time to time and nothing contained herein to the contrary shall restrict provider from taking any steps necessary to perform in compliance therewith.

FORCE MAJEURE. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control.

NOTICES. Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified US Mail, Postage Prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section.

MISCELLANEOUS. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. No waiver by either

party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the system. Provider and customer each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The Parties' rights and obligations, which by their nature should extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received prior to such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute on and the same instrument. This Agreement, together with the exhibits and schedules, constitutes the entire Agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written Agreements or guarantees regarding the subject matter set forth herein.

This schedule is between Kimble's commissary and Watauga County North Carolina and is part of and governed by the Master Services Agreement executed by the parties.

Application: We will provide the following applications:

- Kimble's Commissary "Inmate Direct" trust fund accounting software to include interface with "Quickbooks" financial management software.
- Twenty-four (24) hour internet and phone access through J Pay for friends and family to add funds to the inmate accounts.
- Twenty-four (24) hour monitoring of on-site equipment to ensure proper operation as well as off-site data backup at a minimum of once every 24 hours.


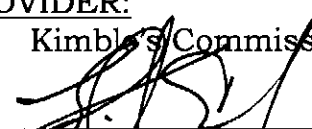
- Inmate release cards will be provided through the J Pay system
- Kimble's Commissary will provide personal care items, clothing and food products for sale to inmates of the Jail. These items will be listed on a menu agreed upon by the facility staff and Kimble's Foods. The prices of these goods will be reviewed at least on a yearly basis and agreed upon by the facility staff and Kimble's Foods. Both parties agree that fluctuation in market prices may require price adjustments on individual products at intervals more frequent than once each year.
- One workstation and necessary software to administer the processing of inmate commissary orders as well as printers and other related equipment for the commissary office.
- One computer server for the operation of the Commissary and inmate funds accounting system. Kimble's will install Kimble's software on computers owned by the County as approved by the Sheriff for use by facility staff.
- One "Scantron" device for processing inmate commissary orders. Related Scantron forms will be provided to the facility at no cost.
- One booking kiosk for the processing of cash from inmates being booked at the facility.
- Kimble's will be responsible for the payment of all applicable taxes on items purchased by inmates. The pricing on menus presented to inmates to purchase goods shall include all applicable taxes.
- Kimble's will pay a rebate commission of 22.5% to Watauga County on all items purchased by inmates of the Watauga County Jail. Interface with Southern Software "JailPack".

The Customer agrees to provide the following:


-Provide workstations for administrative use by facility staff should the Sheriff decide to network with the Kimble's server that meet the following minimum requirements:

WORKSTATION REQUIREMENTS	
Processor	Personal Computer (PC) with a minimum 1 gigahertz (GHz) or processor clock speed recommended; Intel Pentium/Celeron family, or AMD K6/Athlon/Duron family or compatible processor recommended higher
Operating System	Windows XP
Browser	Microsoft Internet Explorer 6.0 or better
Memory	At least 128 Megabytes (MB) of RAM; 256 MB for optimum speed
Drive	CD-ROM or DVD Drive
Display	Super VGA 91,024 x 768) or higher resolution video adapter and monitor
Peripherals	Keyboard and Microsoft mouse or compatible pointing device
Internet Access Requirements	
DSL or Cable Modem	Data Rate: 1.5 MegaBits downstream and 384 Kbits upstream, minimum Note: You are required and responsible for obtaining and installing anti-virus and firewall protection software for connectivity to and from the internet.

- A location for the placement of the Kimble's computer server at the CAT5 termination point for connectivity to the inmate booking kiosk and administrative workstation.
- Provide reasonable access to the facility to Kimble's personnel to service equipment.
- High speed DSL service for use with the Kimble's server
- Collection and processing of cash deposited in the booking kiosk.
- Distribution of commissary items to inmates.

<u>CUSTOMER:</u> Watauga County, North Carolina BY:  NAME: Nathan A. Miller TITLE: Chairman, Board of Commissioners DATE: 7/12/11	<u>PROVIDER:</u> Kimble's Commissary Service BY:  NAME: Kimble Carter TITLE: CEO DATE: 7/22/11
<u>CUSTOMER'S NOTICE ADDRESS AND PHONE:</u> Watauga County Sheriff's Office 184 Hodges Gap Road Boone, NC 28607 Phone: (828) 264-3761	<u>PROVIDER'S NOTICE ADDRESS AND PHONE:</u> Kimble's Commissary Service 607 Hines Street LaGrange, GA 30241 Phone: 1-800-252-3660

This instrument has been preaudited in the manner required by the local Government Budget and Fiscal Control Act.

7/14/11 
Date Finance Director



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5784

County Administrator's Report 9. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/06/2014

Issue: PD 13-14.034 Purchase of ADA Vehicles for ECAT

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of ADA Vehicles for Escambia County Area Transit - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off of the State of Florida Department of Transportation Contract #TRIPS-11-CA-TP, 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 13 Champion Cutaway Transit Vehicles for Escambia County Area Transit, in accordance with the specifications, in the amount of \$839,007, to Creative Bus, Inc.

[Funding: Fund 320, FTA Capital Project Fund, Cost Center 320420, Object Code 56401]

BACKGROUND:

The purchase of ADA vehicles is being funded by Federal funds and must comply with 49 CFR (Code of Federal Regulations), the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government. The rules apply to all Federal projects and prohibit the restricting of purchases to local entities. Since Federal funds are used to purchase these vehicles, the requirement to post the purchase of these vehicles on the County website for 30 days to comply with the local preference policy was waived.

BUDGETARY IMPACT:

Funding: Fund 320, FTA Capital Project Fund, Cost Center 320420, Object Code 56401

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Backup



PROCUREMENT REQUEST

Vendor # 202509 Transit Plus Inc
Req # 14001035

Requested By -	<u>APA Vehicles</u>	
Date -		
Date Needed By -	<u>ASAP</u>	
Acquisition Desired -	<u>Acquire 13 APA vehicles</u>	
Purpose / Justification -	<u>Replacing APA/paratransit vehicles beyond their useful life</u>	
Acquisition Specifications -	Qty <u>13</u>	Item <u>Champion Cutaway vehicles</u>
Source of Funds -	<u>\$ 839,007</u>	
Enclosures / Attachments -	<u>Order packet</u> <u>Contract # TRIPS-11-CA-TP</u>	
Comments -	<u>FDOT Contract</u>	
Approvals -		
Department Head -		
Date -		
Grant Administrator -		
Date -		
Finance Director -	<u>1/21/14</u> <u>[Signature]</u>	
Date -		
General Manager -		
Date -		

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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


Approved 5-0

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

Approved 5-0

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

Approved 5-0

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

- A. Accept the State of Good Repair Grant Program (FL-04-0181-00), in the amount of \$1,053,401; and
- B. Adopt the Resolution approving Supplemental Budget Amendment #53, FTA Capital Project Fund (320), in the amount of \$1,053,401, recognizing proceeds from the State of Good Repair Grant Program, and appropriating these funds for the replacement of 15 paratransit vehicles and the purchase and installation of 46 vehicle camera systems.

Approved 5-0

APPENDIX C: INDEPENDENT COST ESTIMATE

Contract
Type

Fixed Price

Date of
Estimate:

12/3/13

Description of Goods /
Service:

Purchase of ADA vehicles

Method of Obtaining the Estimate:

☐ I have obtained the following estimate from ...

☐ Published Price List / Past pricing (date) _____

☐ Engineering or technical estimate _____

☐ Independent Third Party estimate _____

☒ Other (specify) 2011 purchase

Cost Estimate Details:

Through the method stated above it
the goods/services is expected to be:

has been determined that the total cost of 68,219
\$. Details are shown below.

A: Cost of Standard Items

Product	Cost (\$/ea)		Notes / Data Sources
	Delivered	No Freight	
<u>Champion winibuses</u> <u>purchased 2/9/11</u> <u>at 65,570 each</u>	<u>65,570</u>		<u>Enclosed</u>
<u>Add col. increase</u> <u>1% per year for 2 years</u>	<u>68,219</u>		

B: Cost of Services, Repairs, or Non-Standard Items

Item / Task							
Materials	Other Direct Costs	Labor (rate, hours)	Labor Class	Allocated overhead	SG&A	Profit	Total

The preceding cost estimate was prepared by:

[Signature]
Signature

12/3/13

Date

For complex items or tasks, attach detailed spreadsheet(s) explaining rationale.

ORDER FORM - PAGE ONE

CONTRACT # TRIPS-11-CA-TP

ORDER FORM FOR CHAMPION CUTAWAY TRANSIT VEHICLES

CREATIVE BUS, INC.

AGENCY NAME: ECAT

DATE: 12-11-13

PURCHASE ORDER NUMBER: _____

CONTACT PERSON: H. Humphrey / Kim Hansen
(Name, Telephone Number and Email Address)

December 2012

Item	Unit Cost	Quantity	Total Cost
Base Vehicle Type			
Chevrolet 12300 GVWR 21' 6.0 Gas	\$ 56,644	1	56,644
Ford 12500 GVWR 21' 5.4 Gas	\$ 58,209		
Chevrolet 14200 GVWR 23' 6.0 Gas	\$ 58,970		
25' Option add	\$3,400		
Ford 14500 GVWR 23' 6.8 V10 Gas	\$ 58,390		
25' Option add	\$2,483		
Ford 18000 GVWR 25' 6.8 V10 Gas	\$ 73,217		
27' Option add	\$696		
International 19500 GVWR 25' MF 7 Diesel	\$ 88,931		
27' Option add	\$1,361		
29' Option add	\$4,841		
Ford 19500 GVWR 29' 6.8 V10 Gas	\$ 76,491		
International 23500 GVWR 31' MF 7 Diesel	\$ 111,908		
33' Option add	\$1,664		
Freightliner 26000 GVWR 31' 6.7 ISB Diesel	\$ 115,886		
33' Option add	\$1,664		
35' Option add	\$3,815		
38' Option add	\$5,292		
International 26000 GVWR 35' MF 7 Diesel	\$ 121,617		
38' Option add	\$2,132		
Paint Scheme Choices			
Scheme #1	\$600		
Scheme #2	\$600		
Scheme #3	\$600		
Base Seating (Freedman)			
Standard Seat (per person)	\$140	3	420
Foldaway Seat (per person)	\$290	4	1,160
Children's Seat (per person)	\$550		
Securement Systems			
Q'Straint QRTMAX securement (per position)	\$475	3	1,425
Sure-Lok Titan securement (per position)	\$625		
Seat belt extensions (2-sets standard)	\$20		
PAGE ONE SUB-TOTAL	----	----	59,644

ORDER FORM – PAGE TWO
CONTRACT # TRIPS-11-CA-TP
ORDER FORM FOR CHAMPION CUTAWAY TRANSIT VEHICLES
CREATIVE BUS, INC.

December 2012

Item	Unit Cost	Qty	Total Cost
Side Wheelchair Lift Choices			
Braun Model NCL919IB-2 (or latest)	\$3,300	1	3,300
Maxon Model WL-6A3353 (or latest)	\$3,700		
Ricon Model S5510 (or latest)	\$3,300		
Rear Wheelchair Lift Choices			
Ricon Klear-View lift (prior approval from FDOT required)	\$3,500		
Braun model NVL917IB lift (prior approval from FDOT required)	\$3,300		
Ricon Model 1000 LB	\$3,550		
Braun Model 1000 LB	\$3,550		
Optional Engines			
Diesel engine meeting current EPA requirements			
12300, 14200 Chevy diesel option 6.6 Duramax	\$11,492		
F550 Ford diesel option 6.7 Power Stroke	\$6,380		
International and Freightliner Eaton Hybrid Drive Option	\$59,000		
Compressed Natural Gas (CNG) Engine meeting current EPA requirements	-----		
Size: _____ Make: _____ Manufacturer: BAF			
Ford 14,500 GVWR Chassis 3 Tank CNG (29GGE) by GAS	\$25,000		
Ford 14,500 GVWR Chassis 4 Tank CNG (39GGE) by GAS	\$28,000		
Ford 14,500 GVWR Chassis 2 Tank Propane (+41GGE) Roush	\$17,000		
Chevrolet 14,200 GVWR Chassis 3 Tank CNG (29GGE) by GAS	\$25,000		
Chevrolet 14,200 GVWR Chassis 4 Tank CNG (39GGE) by GAS	\$28,000		
Ford F Series 16,500 and 19,500 GVWR Chassis 4 Tank CNG (54GGE) by GAS	\$29,500		
Aluminum wheels (Excluding Chevrolet)	\$1,100		
Stainless steel wheel liners / inserts, front and rear wheels	\$235		
Seating			
Freedman Featherweight High Back standard seats (per seat)	\$155		
Dimensions vinyl line of coated transit bus seating fabric with antimicrobial Nanocide	\$25		
Upgrade interior side wall panels with Nanocide	\$1,200		
USSC Evolution G2E with pedestal	\$1,300		
Freedman Sport Driver seat with Relaxor	\$465		
Stretcher Securement System	\$1,100		
Replacement Stretcher bed (only)	\$4,400		
PAGE TWO SUB-TOTAL	----	----	3,300

ORDER FORM – PAGE THREE

CONTRACT # TRIPS-11-CA-TP

ORDER FORM FOR CHAMPION CUTAWAY TRANSIT VEHICLES

CREATIVE BUS, INC.

December 2012

Item	Unit Cost	Qty	Total Cost
Fire Suppression			
Amerex Small Vehicle System automatic fire suppression powder system	Add \$1,827		
Kidde Automatic Fire Detection and Suppression System	Add \$627		
Route/Head Signs			
Transign manually operated roller curtain type sign (Plus \$22 per destination)	\$990		
TwinVision "Elyse" software electronic destination system	\$6,625		
TwinVision "Mobi-Lite" electronic destination sign	\$3,600		
Transign "Vista Star" electronic destination sign	\$3,500		
Transign LLC 2-digit Block / Run Number box unit	\$320		
Transign LLC 3-digit Block / Run Number box unit	\$325		
Transign LLC passenger " STOP REQUESTED " sign	\$200		
Camera Systems			
SEON 2 camera security system	\$1,781		
REI 2 camera security system	\$1,783		
Gatekeeper 2 camera security system	\$2,140		
AngelTrax 2 camera security system	\$2,254		
Apollo 2 camera security system	\$2,067		
247 2 camera security system	\$1,567		
Price for single replacement camera	\$275		
Other Options Available			
Altro Transflor slip resistant vinyl flooring	\$625		
Driver Safety Partition	\$125		
Bentec Powder-Coated handrails and stanchions (<i>provide standard colors</i>)	\$245		
Exterior remote controlled mirrors	\$725		
Romeo Rim HELP rear bumper (w/o HawKEye)	\$605		
HawKEye Reverse Assistance System	\$415		
PAGE THREE SUB-TOTAL	-----	-----	-----

ORDER FORM – PAGE FOUR

CONTRACT # TRIPS-11-CA-TP

ORDER FORM FOR CHAMPION CUTAWAY TRANSIT VEHICLES

CREATIVE BUS, INC.

December 2012

Reverse camera and monitor backing system: Manufacturer <u>REI</u>	\$350		
Air purification system	\$2,200		
"Mentor Ranger" in vehicle computer	\$4,800		
REI Public Address System	\$330		
Upgrade the standard vehicle AM/FM Radio	\$100		
Hybrid drive for International and Freightliner	\$59,000		
Alternative Body Style (12,300 chassis only)	\$2,000	1	2000
FRP Interior	\$550		
Radio Prep	\$55		
Delete Radio	(\$100)		
Low Floor Option			
Base 14200 GVWR Chevrolet Chassis to Low Floor model	\$42,000	Not	Available
Base 14500 GVWR Ford Chassis to Low Floor model	\$42,000	Not	Available
Base 19500 GVWR International Chassis to Low Floor model	\$42,000	Not	Available
PAGE FOUR SUB-TOTAL (sub-total of fourth page)			2,000
PAGE THREE SUB-TOTAL (sub-total of third page)			—
PAGE TWO SUB-TOTAL (sub-total of second page)			3,300
PAGE ONE SUB-TOTAL (sub-total of first page)			59,699
GRAND TOTAL (sum of pages 1, 2, 3, and 4 sub-totals)			64,999

incentive

(410.00)

Total

64,539

CHOICES FORM

CONTRACT # TRIPS-11-CA-TP

ORDER FORM FOR CHAMPION CUTAWAY TRANSIT VEHICLES

CREATIVE BUS, INC.

SEATING AND FLOORING CHOICES

Seating Colors: (circle one) Blue Gray Beige
Flooring Colors: (circle one) Blue Gray Beige Black
Paint Scheme: (circle one) #1 #2 #3 Other

Paint Schemes Note: If an agency requires a paint and lettering scheme that is NOT GENERALLY covered by one of those listed above, they may make separate arrangements either with the manufacturer or a local vendor to provide these services. Agencies will select colors (2) for background and stripes when orders are placed. All paint scheme pricing shall reflect white base coat.

Upholstery Information-Vinyl Colors Available:

BLUE CMI VINYL - Center insert of seat to be MEDALLION KEOPS AZUL BLUE INSERT, style VP-MEDLI-KEAZU; outside wrap and back of seat to be solid MEDALLION MORRENO TROPICAN AZUL, style VP-MEDMO-TRAZU.

BEIGE CMI VINYL - Center insert of seat to be MEDALLION KEOPS VERDE TAN INSERT, style VP-MEDLI-KEVER; outside wrap and back of seat to be solid, MEDALLION DOCCA SAND BEIGE, style VP-MEDLI-DOSNB.

GREY CMI VINYL - Center insert of seat to be MEDALLION KEOPS VERDE TAN INSERT, style VP-MEDLI-KEVER; outside wrap and back of seat to be solid, MEDALLION MORRENO TROPICAN GREY, style VP-MEDMO-TRGRY.

WHEELCHAIR LIFT CHOICE

Wheelchair Lift: (circle one) Braun Ricon Maxon

SECUREMENT RETRACTOR CHOICE

W/C Securement: (circle one) Sure-Lok Titan Q'Straint QRTMAX



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5761

County Administrator's Report 9. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/06/2014

Issue: Purchase of Vehicles for Department of Solid Waste Management

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Vehicles for the Solid Waste Management Department - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off of the Florida Sheriff's Association & Florida Association of Counties, Bid #13-11-0904, Specification #9, 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 Ford F550 4x4 cab and chassis, in accordance with the specifications, to Duval Ford, LLC, d/b/a Duval Ford, in the amount of \$111,310, for the Department of Solid Waste Management.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 56401]

BACKGROUND:

In compliance with the Board Policy and the Local Preference Ordinance Escambia County Code of Ordinance 2013-43, Chapter 46, Article II, Section 110, VE13-14.006 for the purchase of two vehicles was posted on the Escambia County Website from January 14, 2014 to February 13, 2014. No offers were received. The purchase of these vehicles will allow for the replacement of existing units #52986 and #52987 which have reached the expected useful life. The vehicles will primarily be utilized for labor and materials to make possible the removal of debris along the public right-of-way and illegal dump elimination in unincorporated Escambia County.

BUDGETARY IMPACT:

Funding: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 56401

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

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.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Price Sheet



Board of County Commissioners • Escambia County, Florida

Claudia Simmons, CPPO, Manager
Office of Purchasing

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

Quantity: Two (2) ea.

Base Description:

Year: 2015 - 0 mileage

Model: Ford F550 4X4 Cab & Chassis

Color: White Exterior/Grey Interior

Equipment: To be equipped with standard equipment (See Attached)

Warranty: Manufacturers' listed #IDB5100 5/100,000 Mile Manufacturer's Extended Base Care Warranty.

OEM Options:

- #52B - Electric Brake Controller
- #525 - Speed Control/Tilt Steering Wheel
- #585 - AM/FM Radio with Single CD
- #W5H - Crew Cab Model
- #THB - All Terrain Tread Tires on Rear
- #512 - Full Size Spare Tire and Rim
- #942 - Daytime Running Lights
- #L404 40 - 84 Inch Cab to Axle
- #IDB5100 - 5yr/100,000 Mile Manufacturer's Extended Base Care Warranty

Non OEM Options:

- #11D - 2-3 Yard Dump
- #BUA - Back Up Alarm

Delivery required (from order date):

60 - 90 days

Maximum Budgeted Purchase Amount:

\$111,310.00

VE13-14.006 Solid Waste Department Vehicle Purchase #4 – Ford F550 4X4 Crew Cab and Chassis

Requirements:

1. ENGINE:

- a. Diesel engine, minimum 190 HP
- b. Maintenance free heavy duty battery
- c. Manufacturer's heavy duty engine cooling.
- d. Heavy duty alternator

2. TRANSMISSION/AXLES:

- a. Manufacturer's standard automatic transmission
- b. Manufacturer's standard drive axle ratio for engine and transmission combination.
- c. Manufacturer's standard transfer case
- d. Limited slip differential on rear axles

3. PERFORMANCE ITEMS:

- a. Manufacturer's standard power steering.
- b. Manufacturer's standard gauges.
- c. Heavy duty front and rear shocks.

4. COMFORT ITEMS:

- a. Air conditioning, factory installed.
- b. Manufacturer's standard tinted glass all around.
- c. Manufacturer's standard AM/FM stereo.
- d. Heavy duty rubber floor covering instead of carpet.
- e. Vinyl seating with head rests to accommodate 3 passengers. Purchaser will select color at time of order.
- f. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

5. SAFETY ITEMS:

- a. Dual mount outside mirrors must provide a field of vision for vehicles to 96" width, and for towing.
- b. Interior dome lights with left and right door activated switches.
- c. Air bags for driver and right front passenger, if available.

6. BRAKES:

- a. Rear anti-lock brakes, minimum.

7. TIRES AND WHEELS:

- a. BSW all season tread radial, 19.5" heavy duty truck tires.

8. CHASSIS, FRAME, CAB:

- a. Cab to center of rear axle - 60" approximately.
- b. Minimum 17,501 lbs. GVWR.
- c. Cab & chassis only.
- d. Manufacturer's standard colors, factory painted. Colors to be determined by individual agencies.
- e. Manufacturer's standard front bumper, bright or painted.
- f. Fuel tank capacity, 25 gallons minimum.

Posting Date	Tuesday, January 14, 2014
Due Date for Offers	Thursday, February 13, 2014
Depart. Contact	Pat Johnson, Solid Waste Department Director
Fleet Maint.	Dennis Rigby, Fleet Maintenance

VE13-14.006 Solid Waste Department Vehicle Purchase - #4 – Ford F550 4X4 Crew Cab and Chassis

Offers for the sale of vehicles meeting the specifications for VE13-14.006 Solid Waste Department Vehicle Purchase #4 as listed will be accepted until 5:00 pm on Thursday, February 13, 2014. Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

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

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

And clearly marked with the Specification Number VE13-14.006 Solid Waste Department Vehicle Purchase #4 and the name of the offerer.

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



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

17,501 LB. GVWR CAB & CHASSIS (DUAL REAR WHEEL) - 4X4 SPECIFICATION #9

2014 Dodge Ram 5500 (DP0L63)
2014 Ford F-550 (F5H)
2014 International Terrastar

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

INSTRUCTIONS: Listed above, you will find the model numbers of the vehicles that will be included in this year's contract.

1. ENGINE:

- a. Diesel engine, minimum 190 HP
- b. Maintenance free heavy duty battery
- c. Manufacturer's heavy duty engine cooling.
- d. Heavy duty alternator

2. TRANSMISSION/AXLES:

- a. Manufacturer's standard automatic transmission
- b. Manufacturer's standard drive axle ratio for engine and transmission combination.
- c. Manufacturer's standard transfer case
- d. Limited slip differential on rear axles

3. PERFORMANCE ITEMS:

- a. Manufacturer's standard power steering.
- b. Manufacturer's standard gauges.
- c. Heavy duty front and rear shocks.

4. COMFORT ITEMS:

- a. Air conditioning, factory installed.
- b. Manufacturer's standard tinted glass all around.
- c. Manufacturer's standard AM/FM stereo.
- d. Heavy duty rubber floor covering instead of carpet.
- e. Vinyl seating with head rests to accommodate 3 passengers. Purchaser will select color at time of order.
- f. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

5. SAFETY ITEMS:

- a. Dual mount outside mirrors must provide a field of vision for vehicles to 96" width, and for towing.
- b. Interior dome lights with left and right door activated switches.
- c. Air bags for driver and right front passenger, if available.

6. BRAKES:

- a. Rear anti-lock brakes, minimum.

7. TIRES AND WHEELS:

- a. BSW all season tread radial, 19.5" heavy duty truck tires.

8. CHASSIS, FRAME, CAB:

- a. Cab to center of rear axle - 60" approximately.
- b. Minimum 17,501 lbs. GVWR.
- c. Cab & chassis only.
- d. Manufacturer's standard colors, factory painted. Colors to be determined by individual agencies.
- e. Manufacturer's standard front bumper, bright or painted.
- f. Fuel tank capacity, 25 gallons minimum.



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

17,501 LB. GVWR CAB & CHASSIS (DUAL REAR WHEEL) - 4X4 SPECIFICATION #9

2014 Ford F-550 (F5H)

The Ford F-550 (F5H) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	* Western	* Northern	* Central	* Southern
BASE PRICE:	\$34,820.00	\$34,842.00	\$34,842.00	\$34,842.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

17,501 LB. GVWR CAB & CHASSIS (DUAL REAR WHEEL) - 4X4 SPECIFICATION #9

2014 Dodge Ram 5500 (DP0L63)
2014 Ford F-550 (F5H)
2014 International Terrastar

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

INSTRUCTIONS: Listed above, you will find the model numbers of the vehicles that will be included in this year's contract.

1. ENGINE:

- a. Diesel engine, minimum 190 HP
- b. Maintenance free heavy duty battery
- c. Manufacturer's heavy duty engine cooling.
- d. Heavy duty alternator

2. TRANSMISSION/AXLES:

- a. Manufacturer's standard automatic transmission
- b. Manufacturer's standard drive axle ratio for engine and transmission combination.
- c. Manufacturer's standard transfer case
- d. Limited slip differential on rear axles

3. PERFORMANCE ITEMS:

- a. Manufacturer's standard power steering.
- b. Manufacturer's standard gauges.
- c. Heavy duty front and rear shocks.

4. COMFORT ITEMS:

- a. Air conditioning, factory installed.
- b. Manufacturer's standard tinted glass all around.
- c. Manufacturer's standard AM/FM stereo.
- d. Heavy duty rubber floor covering instead of carpet.
- e. Vinyl seating with head rests to accommodate 3 passengers. Purchaser will select color at time of order.
- f. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

5. SAFETY ITEMS:

- a. Dual mount outside mirrors must provide a field of vision for vehicles to 96" width, and for towing.
- b. Interior dome lights with left and right door activated switches.
- c. Air bags for driver and right front passenger, if available.

6. BRAKES:

- a. Rear anti-lock brakes, minimum.

7. TIRES AND WHEELS:

- a. BSW all season tread radial, 19.5" heavy duty truck tires.

8. CHASSIS, FRAME, CAB:

- a. Cab to center of rear axle - 60" approximately.
- b. Minimum 17,501 lbs. GVWR.
- c. Cab & chassis only.
- d. Manufacturer's standard colors, factory painted. Colors to be determined by individual agencies.
- e. Manufacturer's standard front bumper, bright or painted.
- f. Fuel tank capacity, 25 gallons minimum.

VEHICLE:	F-550 (F5H)			
DEALER:	Duval Ford	Duval Ford	Duval Ford	Duval Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$34,820.00	\$34,842.00	\$34,842.00	\$34,842.00

Order Code	Delete Options	All Zones
98Y ¹	Gas engine in lieu of diesel engine	\$5,000.00 ¹
M57 ¹	Air conditioning	\$400.00 ¹
58Y ¹	AM/FM stereo radio	\$5.00 ¹
557 ¹	Passenger air bag	\$65.00 ¹
	On-Star	NA
	Satellite radio	NA
AFT FUEL TANK ¹	AFT tank for 18 gallon mid ship	Std ¹
DX4N ¹	Limited slip differential on rear axles	\$100.00 ¹

Order Code	Add Options	All Zones
98R ¹	Engine/transmission upgrade - specify <i>Operator Commanded Regeneration (OCR) (req. 6.7L Power Stroke® Diesel)</i> ¹	\$249.00 ¹
63T ¹	Engine/transmission upgrade - specify <i>Engine Idle Shutdown (avail. w/6.7L Power Stroke® Diesel only)</i> ¹	\$249.00 ¹
	Engine/transmission upgrade - specify	NA
98G ¹	Bi-fuel model - specify • Optional on all XL and XLT F-450 and F-550 Requires: • 6.8L Gas Engine (99Y) Includes: • Hardened Engine Intake Valves and Valve Seats ¹	\$314.00 ¹
98G ¹	CNG model - specify • Optional on all XL and XLT F-450 and F-550 Requires: • 6.8L Gas Engine (99Y) Includes: • Hardened Engine Intake Valves and Valve Seats ¹	\$314.00 ¹
98G.CNG ¹	CNG conversion (discuss with dealer) • Optional on all XL and XLT F-450 and F-550 Requires: • 6.8L Gas Engine (99Y) Includes: • Hardened Engine Intake Valves and Valve Seats ¹	\$15,500.00 ¹
98G.LPG ¹	LPG conversion (discuss with dealer) • Optional on all XL and XLT F-450 and F-550 Requires: • 6.8L Gas Engine (99Y) Includes: • Hardened Engine Intake Valves and Valve Seats ¹	\$15,100.00 ¹
65C ¹	Dual fuel tanks <i>Dual Diesel – combines 40 gallon aft-of-axle & 28 gallon mid ship tank (NA w/SYNC®; req. DRW; XL req. 96V XL Value Pkg. or 585 Radio on XL Fleet units)</i> ¹	\$734.00 ¹
67D ¹	Alternator, extra HD - specify amps 200 AMP ¹	Std ¹
67A ¹	Dual alternators <i>Dual Alternators (Req. 6.7L diesel)</i> ¹	\$0.79 ¹
SEIC ¹	Idle control <i>Stationary Elevated Idle Control (SEIC)</i> ¹	Std ¹
52B ¹	Electric brake controller <i>Trailer Brake Controller (TBC verified to be compatible w/electronic actuated drum brakes only. NA w/531 Trailer Tow Pkg.)</i> ¹	\$229.00 ¹

VEHICLE:	F-550 (F5H)			
DEALER:	Duval Ford	Duval Ford	Duval Ford	Duval Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$34,820.00	\$34,842.00	\$34,842.00	\$34,842.00

F5H.663A ¹	<p>Manufacturer's model upgrade package (specify pkg. bid)</p> <p><i>Exterior</i>• Bumper—front, chrome• Grille—two bar chrome• Mirrors—manually telescoping trailer tow w/power heated glass, integrated clearance lights & 2-way fold• Argent Wheels—Windows—Fixed Rear Privacy Glass Interior• adjustable headrests• Air conditioning vents—black w/chrome ring• AM/FM stereo w/digital clock, Single-CD/MP3 player & 4speakers• Auxiliary audio input jack• Cruise control (steering wheel-mounted)• Door-trim—soft armrest, grab handle, foundry window switch bezel, upper & lower map pockets & reflector• Floor covering—color—carpet • Floor mats • Power Equipment Group—driver window, door-locks & windows w/backlit switches & accessory delay• Seat—front, high-series cloth 40/20/40 split bench—storage, w/center armrest, cupholder and storage• SYNC®—Three Button Message Control on Steering Wheel• Trailer Brake Controller Safety/Security• MyKey® owner controls feature• Remote keyless-entry & alarm. Add \$300 for Supercab and \$1000 for Crew Cab¹</p>	\$3,500.00 ¹
90L ¹	<p>Power windows/door locks</p> <p><i>Standard on XLT Not available with:</i>• Air Conditioning Delete Includes:• Accessory Delay• Power locks• Remote keyless-entry• Perimeter Anti-theft alarm• Power front side-windows• Power rear side-windows (Crew Cab)• 1-touch up and down power driver and passenger window• MyKey® owner controls feature• Manual Telescoping Trailer Tow Mirrors—power/heated glass, heated convex spotter mirror, integrated clearance lights/turnsignals, 2-way fold (XL & XLT only)• • SecuriLock® Passive Anti-Theft System (PATS)• Upgraded door-trim panel XL Deletes:• Passenger side lock cylinder Options Available:• PowerScope® Trailer Tow Mirrors—(54F) (XLT only @\$164) w/ CrewCab (90L) use \$1104¹</p>	\$894.00 ¹
525 ¹	<p>Speed control/tilt steering wheel</p> <p><i>Tilt Std, Included on model upgrade and 96v.62d¹</i></p>	\$234.00 ¹
585 ¹	<p>AM/FM radio with single CD</p> <p><i>AM/FM Stereo/Single-CD/MP3 Player/Clock w/4 speakers includes aux audio input jack. Included in 96V, 96P and Model upgrade packages. Required with dual fuel tanks, (65c)¹</i></p>	\$274.00 ¹
433 ¹	<p>Sliding rear window</p> <p><i>Includes rear privacy tint, Regular Cab Only¹</i></p>	\$124.00 ¹
AS ¹	40/20/40 seat in vinyl	Std ¹
1S ¹	40/20/40 seat in cloth	\$99.00 ¹
	<i>Cloth 40/20/40 Split Bench - (XL Only) (Regular Cab/ Supercab) Cloth 40/20/40 Split Bench - Crew Cab (XL Only) \$314¹</i>	
	Side air bags	Std
SZP ¹	<p>Third key</p> <p><i>This option releases a 4 key lockset for the F Super Duty chassis cab XL model without power group, ePATS and RKE, only. For extra remote key with model upgrade and power group use \$196¹</i></p>	\$44.00 ¹
X5H ¹	<p>Extended cab</p> <p><i>Supercab XL base model with associated msrp at \$50515 with base equipment. For XLT Model add upgrade base package price and \$300. Cloth Luxury Captains Chairs w/ Console add \$894¹</i></p>	\$4,392.00 ¹
W5H ¹	<p>Crew cab model</p> <p><i>CrewCab XL base model with associated msrp at \$51515 with base equipment. For XLT Model add upgrade base package price and \$1000. Cloth Luxury Captains Chairs w/ Console add \$894¹</i></p>	\$5,262.00 ¹
	<p>Cutaway cab</p> <p><i>NA, does not meet base spec requirements. This option is covered in the Cargo Van Spec¹</i></p>	NA ¹
18B ¹	<p>Cab steps</p> <p><i>6" Angular Black Molded-in-Color Running Board; Cab Steps (w/ Regular Chassis Cab) FOR Cab Steps (w/ Super/Crew Chassis Cab use \$369)¹</i></p>	\$319.00 ¹
LSL ¹	<p>Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed</p> <p><i>For Remote Operated Go-Light use \$550¹</i></p>	\$495.00 ¹
2SL ¹	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed	\$796.00 ¹
VV ¹	Vent visors - stick-on style	\$165.00 ¹
RS ¹	Rainshields - flange style	\$165.00 ¹
BS ¹	Bug shield	\$169.00 ¹

VEHICLE:	F-550 (F5H)			
DEALER:	Duval Ford	Duval Ford	Duval Ford	Duval Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$34,820.00	\$34,842.00	\$34,842.00	\$34,842.00

WGG ¹	Wrap-around grille guard	\$1,296.00 ¹
SSB ¹	Spray-in liner (Rhino, Line-X or approved equivalent) <i>For Rear bumper or drop down doors add \$75 each ¹</i>	\$745.00 ¹
THB ¹	All terrain tread tires on rear <i>LT225/70R19.5G BSW Traction (4) All Season (2) ¹</i>	\$189.00 ¹
512 ¹	Full size spare tire & rim <i>Spare Tire, Jack and Wheel ¹</i>	\$349.00 ¹
N2 ¹	Nitrogen filled tires including spare tire	\$226.00 ¹
942 ¹	Daytime running lights	\$44.00 ¹
	Immobilize daytime running lights	Std
68M ¹	19,000 lb. GVWR <i>PAYLOAD PLUS UPGRADE PACKAGE (68M) Availability: • Optional on F-550 Not Available with: • 4.30 Limited-slip rear-axle • 141" wheelbase on gas engine Requires: • 4.88 Limited-slip rear-axle (X8L) Includes: • Increases GVWR from 18,000 lbs. to 19,500 lbs. • Upgraded frame • Upgraded rear-axle • Upgraded rear springs • Low deflection/high capacity > 141" wheelbase • Increases max RGAWR to 14,706 ¹</i>	\$1,154.00 ¹
	22,000 lb. GVWR	NA
213 ¹	Shift on the fly <i>Electronic-Shift-On-the-Fly – 4X4 (manuallocking hubs & auto rotary control on I/P: NA w/6.8L engine) ¹</i>	\$184.00 ¹
62R ¹	PTO provision, automatic <i>Transmission Power Take-Off Provision(Avail. w/6.8L engine or 6.7L Power Stroke® Diesel) for transmission mounted PTO add \$2400 ¹</i>	\$279.00 ¹
	PTO transmission driven, manual (dealer installed)	NA
62R ¹	PTO transmission driven, automatic (dealer installed) <i>Transmission Power Take-Off Provision(Avail. w/6.8L engine or 6.7L Power Stroke® Diesel) for transmission mounted PTO add \$2400 ¹</i>	\$279.00 ¹
CRANE 4K ¹	4,000 lb. EH Auto Crane, or approved equivalent, with crane reinforcements with manual outriggers <i>Includes: body reinforcements, boom rest, spring build up and outriggers. For 5000# EH crane add \$7500, \$8600 for hydraulic version which requires the addition of 62r and PTO. ¹</i>	\$16,800.00 ¹
CRANE 5K ¹	5,000 lb. EH Auto Crane, or approved equivalent, with crane reinforcements with manual outriggers <i>ADD \$1100 for hydraulic version which requires the addition of 62r and PTO. ¹</i>	\$24,300.00 ¹
CB9 ¹	Appropriate Auto Crane body with shelf package, 12" bumper with crank outriggers, or approved equivalent <i>9 Foot Autocrane Titan 38 Crane Body for 4-5k cranes. \$500 Credit available when adding crane option. For 9 foot Titan 16 use \$13400 (limited use with max 4k crane) FOR 9' Knapheide 6108DL30 & Outriggers use \$12800. (CB11) 11 Foot Autocrane Titan 38 Crane Body for 4-5k cranes, use \$20700. \$500 Credit available when adding crane option. For 11 foot Titan 16 use \$14800 (limited use with max 4k crane) FOR 11' Knapheide 6132DL30 & Outriggers use \$13400. Requires 3lv.31b ¹</i>	\$20,400.00 ¹
LG15 ¹	1,500 lb. lift gate <i>Add \$650 for Flatbed Applications ¹</i>	\$3,150.00 ¹
12KW ¹	12,000 lb. winch with remote <i>Req. WGG ¹</i>	\$1,500.00 ¹
	Front stabilizer bars <i>Front and Rear ¹</i>	Std ¹

VEHICLE:	F-550 (F5H)			
DEALER:	Duval Ford	Duval Ford	Duval Ford	Duval Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$34,820.00	\$34,842.00	\$34,842.00	\$34,842.00

535.THD ¹	Trailer towing package, to include heavy duty flashers, wiring for trailer plug (7 prong round), and class IV frame mounted trailer hitch with 2" square removable receiver, 1" shank with 2" ball. May be dealer installed. <i>Optional on all F-450 Not available with: 47A Ambulance Prep Package Requires: 6.7L Power Stroke® diesel engine 4.30 Limited-slip rear-axle (X4L) available on F-450 Includes: Trailer brake wiring kit (not included if 52B Trailer Brake Controller is ordered) Increase GCW on diesel engine from 26,000 lbs. to 30,000 lbs. (F-450) Upgraded rear-axle Trailer brake controller not included. 2 5/16 ball included. For pintle ball combo add \$245¹.</i>	\$1,245.00 ¹
9D ¹	2-3 yd. dump with manual ground control tarp (requires 60" CA) <i>Godwin 184u or equal, 9 Foot Dump Body with Electric Hoist, Tarp with arms. Requires 31v.31b ¹</i>	\$9,820.00 ¹
11D ¹	2-3 yd. dump with manual ground control tarp (requires 84" CA) <i>Godwin 184u 11 Foot Dump Body model or equal with Electric Hoist, Tarp with arms. Add \$500 for 3/4 YARD on 84ca Requires 31v.31b ¹</i>	\$10,000.00 ¹
12FS ¹	12 ft. flat stake body with 40" sides all around (requires 84" CA) <i>Knapheide pvms1236c or equal 12 ft Flat Stake. Delete Stake credit \$200. solid bulkhead add \$450. Requires 31v.31b ¹</i>	\$4,860.00 ¹
16FS ¹	16 ft. flat stake body with 40" sides all around (requires 120" CA) <i>Knapheide pvms163 16 ft Flat stake with 40" sides or equal. Delete Stake credit \$200. solid bulkhead add \$450. Requires 31v.31b ¹</i>	\$6,200.00 ¹
16FD ¹	16 ft. flatbed dump with manual ground control tarp (requires 120" CA) <i>Knapheide pvms163 16 ft Flat dump with 14" sides or equal.</i>	\$11,200.00 ¹
16CD ¹	16 ft. contractors dump with manual ground control tarp (requires 120" CA) <i>Blueridge Freedom canyon 16 or equal with sides. Electric Hoist, for 40" Sides Add \$860. Requires 31v.31b ¹</i>	\$11,200.00 ¹
19RB ¹	19 ft. rollback wrecker with wheel lift (requires 120" CA) <i>Godwin model 19srh rollback or equal. ¹</i>	\$35,000.00 ¹
L404 40 ¹	84" cab to axle	\$174.00 ¹
L404 120 ¹	120" cab to axle <i>Regular Cab Only ¹</i>	\$524.00 ¹
11SB ¹	11 ft. utility (requires 84" CA) <i>Knapheide 11 foot service body model 6132d54 or equal. Flip Top Lids add \$1200. Masterlock system add \$450. Compartment Lights add \$515. LED Tail lights add \$350. Extra lenses for corner LEDs add \$50, Electric locks add \$785. Requires 31v.31b ¹</i>	\$7,600.00 ¹
9SB ¹	Manufacturer's certified factory standard 9' wide service body for dual rear wheels to include appropriate mirrors - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) <i>Knapheide 9 foot service body d6108d54 or equal. Flip Top Lids add \$700. Masterlock system add \$450. Compartment Lights add \$515. LED Tail lights add \$350. Extra lenses for corner LEDs add \$50, Electric locks add \$785. Requires 31v.31b ¹</i>	\$6,300.00 ¹
14DF ¹	Manufacturer's certified factory 14' dry freight wide body with pine floor for dual rear wheels to include appropriate mirrors - specify. (Requires 111" CA). May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) <i>Supreme or Equal model 14 ft DF. MAXON 72-150 LMV 1500 LBS. (32" x 72" + 4") TUCKUNDER GATE \$3700, MAXON RCM-16 1600 LB 36" X 90" + 6") RAILGATE, \$4500 ¹</i>	\$8,800.00 ¹
16DF ¹	Manufacturer's certified factory 16' dry freight wide body with pine floor for dual rear wheels to include appropriate mirrors - specify. (Requires 129" CA). May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) <i>Supreme or Equal model 16 ft DF. MAXON 72-150 LMV 1500 LBS. (32" x 72" + 4") TUCKUNDER GATE \$3700, MAXON RCM-16 1600 LB 36" X 90" + 6") RAILGATE, \$4500 ¹</i>	\$9,500.00 ¹

VEHICLE:	F-550 (F5H)			
DEALER:	Duval Ford	Duval Ford	Duval Ford	Duval Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$34,820.00	\$34,842.00	\$34,842.00	\$34,842.00

20DF ¹	Manufacturer's certified factory 20' dry freight wide body with pine floor for dual rear wheels to include appropriate mirrors - specify. (Requires 129" CA). May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) <i>Supreme or Equal model 20 ft DF. MAXON 72-150 LMV 1500 LBS. (32" x 72" + 4") TUCKUNDER GATE \$3700. MAXON RCM-16 1600 LB 36" X 90" + 6") RAILGATE, \$4500¹</i>	\$11,000.00 ¹
9ESV ¹	Optional body - specify <i>Knapheide Enclosed Service body: KC108M2094J 61" IH, Knapheide KC108H2094J 72" IH Add \$700. 11 foot ESV: use (\$10850) Knapheide Enclosed Service Body: Knapheide KC132M2094J 61" IH; Knapheide KC132M2094J 72" IH add \$700. Requires 31v.31b¹</i>	\$10,000.00 ¹
cues ¹	Optional body - specify <i>Cues Inspection 16 Box, TV Room, AC, Steps, 7500 Diesel Generator, digital engineering panel, zoom camera, trac transporter, 1000 ft cable assembly, tv reel, dvd recorder, flatscreen, pcu assembly, ccu assembly, joystick, wireless controller, manhole top roller, retrieval, mult conductor tv only tool kit, 2 day training. Call dealer for spec.¹</i>	\$99,700.00 ¹
PipeHunter ¹	Optional body - specify <i>Southern Sewer Pipehunter Jetter Body, Model 35418TM: Water Tank 300 Gallon Capacity High Density Polyethylene Single Filler Assembly 25' Fill Hose w/ Storage Rack Main Tank Water Sight Gauge Hose Reel 800' x 1/2" Capacity Jet Hose Reel Articulating Reel Standard Level Wind Hose ? 10' x 1/2" Leader Hose 500' x 1/2" JetHose Tiger Tail Auxiliary Engine Perkins 50 HP Diesel Direct Drive Veneer Throttle Digital Gauge Package & Tachometer Steel Engine Shroud / Belt Guard Water Pump Giant 4,000 PSI @ 18 GPM Washdown System Electrical Options Strobe Light with Limb Guard Accessories 2) Tool Trays, Above Frame 14" x 14" x 36" Side Ladder with Handles - Passenger Side Safety Lanyard Chassis Fuel Tank Tie In Nozzles 15 Degree Nozzle for 1/2" 30 Degree Nozzle for 1/2" Nozzle Rack for 1/2" 6" Nozzle Skid Assembly for 1/2" ¹</i>	\$51,326.00 ¹
BUS ¹	Optional body - specify <i>Glaval 33P Passenger Bus with dual AC Max 33 passenger¹</i>	\$40,400.00 ¹
REFUSE ¹	Optional body - specify <i>New Way Diamondback 8RL Rear Loader, Mamba HB800 Side Loader ADD \$3000¹</i>	\$51,600.00 ¹
PC ¹	Powder coating for utility body <i>Reading Brand only¹</i>	\$700.00 ¹
76C ¹	Backup alarm - Factory Installed	\$124.00 ¹
BUA ¹	Backup alarm - Dealer Installed	\$130.00 ¹
	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - Factory Installed	NA
BUC ¹	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - Dealer Installed	\$695.00 ¹
96V.62D ¹	Optional equipment - specify <i>XL VALUE PACKAGE (96V) Availability: • Optional on XL Includes: • AM/FM Stereo/Single-CD/MP3 Player/Clock w/4 speakers • Bright chrome hub covers and center ornaments (SRW Only) • Chrome front and rear step bumper • Cruise Control NOTE: Does not include rear bumper when ordered w/66D Pickup Box Delete, Steering wheel controls (62D) Add \$294 to this option for Sync Voice Activated Handsfree System¹</i>	\$663.00 ¹
31B.31V ¹	Optional equipment - specify <i>Ship Through Qualified Vehicle Modifier, includes dealer prep. Reading is \$543.¹</i>	\$260.00 ¹
LG FSV ¹	Optional equipment - specify <i>Lifigates for Flat, Stake or Van Body: 1500# Tommy Gate 36" Platform (\$3250) 1500# Tommy Gate Railgate 36" Platform (\$3580) 2000# Tommy Gate Railgate 36" Platform (\$3940) 1500# Tuckaway Waltco, C-15(\$3460) 2000# Tuckaway Waltco, C-20 (\$3620)¹</i>	\$3,520.00 ¹
LOWBOX ¹	Optional equipment - specify <i>Underbody toolbox for flatbed applications. 36 inch wide with locking single door in black.¹</i>	\$556.00 ¹

VEHICLE:	F-550 (F5H)			
DEALER:	Duval Ford	Duval Ford	Duval Ford	Duval Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$34,820.00	\$34,842.00	\$34,842.00	\$34,842.00

VMAC ¹	Optional equipment - specify V-Mac 70 CFM Underhood Compressor, for Gas Air Compressor 30 Gallon 20 CFM use (\$3660) Vanair AC Generator/Compressor Use \$5880 Vanair AC Generator/compressor/Welder use \$7000 Vanair 1300 Welder/Generator/Compressor/Hydraulic Supply, use \$25100 ¹	\$10,995.00 ¹
LTS ¹	Optional equipment - specify Havis Laptop Stand with Universal Locking tray, floor mount and mounting kit. Base Inverter add (\$436), 1500 Inverter (\$566), 2000 Inverter (\$606), 3000 Inverter (\$706) ¹	\$695.00 ¹
WLBAMB ¹	Optional equipment - specify Whelen single tier amber lightbar. For Corner LED's Add \$600 ¹	\$1,715.00 ¹
GENPWR ¹	Optional equipment - specify Honda 5kw generator mounted, wired and installed on service body ¹	\$5,650.00 ¹
SAFET ¹	Optional equipment - specify First Aid, Fire Extinguisher and DOT LED rechargeable warning lights ¹	\$525.00 ¹
RoverX ¹	Optional equipment - specify EnviroProducts Rover x Basic Pkg: includes RCX90 camera (high-resolution CCD color zoom camera with 10x optical and 12x digital zoom, auto shutter, auto/manual focus, built-in LED lighting, +/-135 degree tilt, endless rotation, pressure sensor, and twin laser diodes for measuring feature width); ROVVER X 130 crawler ; transfer data to included desktop VisionReport software ; VC200 control pendant , reel and camera (daylight viewable touch screen, MPEG-4 video, online diagnostics; RAX300 automatic motorized cable reel (with meter counter, splash-proof rating, 1000' orange transmission cable); power supply for 115/230V; wireless remote control; 25' extension cable (connecting VC200 to RAX300) with emerpower switch. Optional Remote lift add \$12300, crawler extension add \$10300, Verisight Pro 200 View rec. add \$9800, Haloptic 30 add \$16800, Outpost \$7500, Genslide \$700, Washdown \$1800, Wincan v8 \$9950, v8 office pkg \$4850, 1 wincan Lic/ training \$4750, v8 core lic \$3300 other opt avial. ¹	\$595.00 ¹
TEMP ¹	Temporary tag	\$6.00 ¹
TX ¹	Transfer existing registration (must provide tag number)	\$90.00 ¹
TAG ¹	New state tag (specify state, county, city, sheriff, etc.) This classification of vehicle requires a weight slip and second stage manufacturer's statement of origin for titling. Conforming to State Statute, purchaser acknowledges that incomplete chassis do not meet DOT requirements for highway operation. Tag may be delayed by tag office and shipped separately. Overnight 2 way shipping for new vehicle tags is included and fee for weight slip is also included ¹	\$175.00 ¹
IM575D ¹	Maintenance Plan - specify 5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with DIESEL Engine, zero deductible. For GAS Chassis Cab & Cutaway vehicles use \$2195. Excludes all police vehicles. Prices quoted per FordMoCo Florida Retail ESP October 2013 Pricing Guide ¹	\$3,465.00 ¹
IM675D ¹	Maintenance Plan - specify 6 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with DIESEL Engine, zero deductible. For GAS Chassis Cab & Cutaway vehicles use \$2245. Excludes all police vehicles. Prices quoted per FordMoCo Florida Retail ESP October 2013 Pricing Guide ¹	\$3,520.00 ¹
IM610D ¹	Maintenance Plan - specify 6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with DIESEL Engine, zero deductible. For GAS Chassis Cab & Cutaway vehicles use \$2800. Excludes all police vehicles. Prices quoted per FordMoCo Florida Retail ESP October 2013 Pricing Guide ¹	\$4,435.00 ¹
IGB5100 ¹	Warranty - specify 5 Year 100,000 mile 4000 hour Base Care chassis warranty at zero deductible. Specialty Surcharge add \$755 for Emergency, Fire , shuttle, ambulance or tow truck. Prices quoted per FordMoCo Florida Retail ESP October 2013 Pricing Guide ¹	\$3,225.00 ¹
IGE5100 ¹	Warranty - specify 5 Year 100,000 mile 4000 hour Extra Care chassis warranty at zero deductible. Specialty Surcharge add \$755 for Emergency, Fire , shuttle, ambulance or tow truck. Prices quoted per FordMoCo Florida Retail ESP October 2013 Pricing Guide ¹	\$3,655.00 ¹

VEHICLE:	F-550 (F5H)			
DEALER:	Duval Ford	Duval Ford	Duval Ford	Duval Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$34,820.00	\$34,842.00	\$34,842.00	\$34,842.00

IGP5100 ¹	Warranty - specify <i>5 Year 100,000 mile 4000 hour Premium Care chassis warranty at zero deductible. Specialty Surcharge add \$755 for Emergency, Fire , shuttle, ambulance or tow truck. Prices quoted per FordMoCo Florida Retail ESP October 2013 Pricing Guide¹</i>	\$4,140.00 ¹
IDB5100 ¹	Diesel Warrant - specify <i>5 Year 100,000 mile 4000 hour Base Care chassis warranty at zero deductible. Specialty Surcharge add \$755 for Emergency, Fire , shuttle, ambulance or tow truck. Prices quoted per FordMoCo Florida Retail ESP October 2013 Pricing Guide¹</i>	\$3,950.00 ¹
IDE5100 ¹	Diesel Warranty - specify <i>5 Year 100,000 mile 4000 hour Extra Care chassis warranty at zero deductible. Specialty Surcharge add \$755 for Emergency, Fire , shuttle, ambulance or tow truck. Prices quoted per FordMoCo Florida Retail ESP October 2013 Pricing Guide¹</i>	\$4,525.00 ¹
IDP5100 ¹	Diesel Warranty - specify <i>5 Year 100,000 mile 4000 hour Premium Care chassis warranty at zero deductible. Specialty Surcharge add \$755 for Emergency, Fire , shuttle, ambulance or tow truck. Prices quoted per FordMoCo Florida Retail ESP October 2013 Pricing Guide¹</i>	\$5,225.00 ¹



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5533

County Administrator's Report 9. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 03/06/2014

Issue: Comprehensive Operations Analysis PD 13-14.012

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Agreement for Comprehensive Operations Analysis of Escambia County Area Transit PD 13-14.012 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve and authorize the Chairman to sign the Agreement for Comprehensive Operations Analysis, PD 13-14.012, between Escambia County, Florida, and Nelson/Nygaard Consulting Associates, Inc., in an amount not-to-exceed \$150,000, for a Comprehensive Operations Analysis of the routes, schedules, and amenities of Escambia County Area Transit.

[Funding: Fund 320, FTA Capital Projects Fund, Federal Grant, Grant #X804, Cost Center 320417, Object Code 53101]

BACKGROUND:

Conduct a Comprehensive Operations Analysis (COA) of the routes, schedules and amenities of Escambia County Transit (ECAT), the County's public fixed route system. The COA will include an evaluation of ECAT's existing operations and will also consider priorities for expansion. The COA will require the consultant to perform fieldwork, conduct analysis and make recommendations.

BUDGETARY IMPACT:

Funding: Fund 320, FTA Capital Projects Fund, Federal Grant, Grant #X804, Cost Center 320417, Object Code 53101

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, Article II, Purchases and Contracts. This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and Purchase Order.

Attachments

Agreement

**AGREEMENT FOR COMPREHENSIVE OPERATIONS ANALYSIS
PD 13-14.012**

THIS AGREEMENT is made this _____ day of _____, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Nelson/Nygaard Consulting Associates, Inc. (hereinafter referred to as "Consultant"), a for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 58-2592493 and whose principal address is 116 New Montgomery Street, Suite 500, San Francisco, CA 94105.

WITNESSETH:

WHEREAS, on December 23, 2013, the County issued a Request for Proposals (PD 13-14.012) seeking the services of a consultant to provide comprehensive operations analysis of the routes, schedules and amenities of Escambia County Area Transit (ECAT); and

WHEREAS, in response to the RFP, Consultant submitted to the County a proposal demonstrating that the Consultant is a firm with the requisite expertise in the area of comprehensive operations analysis; and

WHEREAS, the County desires to enter into an agreement with the Consultant for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Consultant and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Scope of Services. Consultant agrees to provide comprehensive operations analysis including, but not limited to, the scope of services outlined in the Consultant's Proposal to Escambia County's RFP Specification No. P.D. 13-14.012, attached hereto as **Exhibit "A"**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
3. Time for Performance. Prior to beginning the performance of any services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator. The schedule for completion of the Consultant's services shall be in accordance with the Consultant's Proposed Schedule as set forth in Figure 11 of **Exhibit "A"**. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4. Compensation. In exchange for Consultant's provision of the scope of services referenced above, County shall pay Consultant as compensation for its services under this Agreement, an aggregate fee for certain project tasks pursuant to the Consultant's proposed budget, set forth in Figure 10 of **Exhibit "A"**. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges shall be paid as follows: A lump sum amount not to exceed one hundred and fifty thousand dollars (\$150,000.00). Final payment will be subject to approval by the Board of County Commissioners.

5. Method of Billing.

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., Florida Statutes, as amended.

6. Termination. Either party may terminate this Agreement prior to expiration of the term with or without cause upon 30 days written notice to the other party. In the event of termination by either party as provided herein, the Consultant shall be paid for services provided through the date of termination.

7. Conflict of Interest. Consultant agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Consultant further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Consultant also agrees to comply with the County's ordinance prohibiting conflicts of interest among retained consultants.

8. Indemnification. Consultant shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liability and expenses arising from or relating to any wrongful act or omission, whether or not the same constitutes a breach of this Agreement of is committed in the course of performing its lobbying duties hereunder, including but not limited to those acts or omissions which are considered defamatory, libelous, discriminatory or otherwise unlawful under applicable laws and any act or omission relating to Consultant's failure to maintain insurance as required herein or to properly report or pay any applicable federal, state or local fees or taxes.

9. Insurance. During the term of this Agreement, Consultant shall procure and maintain, at its sole expense, the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Professional Liability with \$1,000,000 per occurrence minimum limit.
- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Consultant consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) Consultant agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Nelson/Nygaard Consulting Associates, Inc.
Attention: Paul Jewel
116 New Montgomery Street, Suite 500
San Francisco, CA 94105

To: County
Attention: County Administrator
221 Palafox Place
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Licensee acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Licensee fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consultant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Consultant agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

15. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

16. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

Approved as to form and legal
sufficiency.

By/Title: _____
Date: 12/26/14

CONSULTANT:
NELSON/NYGAARD CONSULTING
ASSOCIATES, INC.

By: _____
Paul Jewel, Principal and COO

ATTEST:

By: _____
Corporate Secretary

(Seal)

ECAT Comprehensive Operations Analysis



Submitted by
Nelson\Nygaard Consulting Associates
77 Franklin Street, 10th Fl, Boston, MA 02110
617-521-9404 FAX 617-521-9409

CONTACT: Boris Palchik TITLE: Senior Associate
EMAIL: bpalchik@nelsonnygaard.com

PROJECT UNDERSTANDING

In 2011, Escambia County Area Transit (ECAT) developed a Transit Development Plan (TDP) that identified a variety of new service needs related to the county's projected rapid growth. However, ECAT does not have the financial resources to simply add new services to its existing network. As a result, the TDP recommended that ECAT conduct a COA to determine how to operate its existing services more efficiently in order to provide more and better service within its available budget.

Nelson\Nygaard specializes in this type of effort, and has an unmatched record of using existing resources to provide better service to more people, including existing riders, and in using the savings and any available additional resources to provide even better service to existing riders and attract new riders. For example:

- In Charlottesville, VA, changes that are now being implemented will increase ridership by 6% with a less than 1% increase in operating costs.
- In Huntsville, AL, ridership increased by 19% with no increase in hours of service.
- In Springfield, IL, ridership increased by 14% through reducing service duplication and transfers, providing more direct service to where people want to go, simplifying service by making fewer deviations, and shifting service to major streets.
- In Mankato, service changes coupled with implementation of a UPass agreement with the local university increased ridership by over 50% with no increase in operating costs.
- In Kansas City, ridership increased by 5% in spite of a 2% reduction in operating costs.

At their core, transit agencies strive to provide the best service possible to their community. Nelson\Nygaard has been fortunate to have the opportunity to work in a variety of operating environments throughout the United States, and we will leverage that knowledge to bring keen insights to the Escambia County service area. Our extensive experience conducting COAs with agencies similar in size to ECAT makes us uniquely suited to answer questions about the proper extent of the service area, optimal route frequency and hours of service, peak and off-peak performance, and the location and potential feasibility of transfer locations. We also have a wealth of experience working in communities with unique trip generators, such as NAS Pensacola.



For ECAT to meet as many of the county's new transit demands as possible, it will need to provide all services—both existing and new—as effectively as possible to create the most benefit for passengers. As we have done in other areas throughout, we can determine how ECAT can provide its existing services more cost-effectively and to use the savings and additional resources to expand service to new markets. For example, we will examine ECAT's multi-timed transfer system and determine if running more frequent service would serve passengers better than the existing route structuring. We know that resources are both valuable and scarce, and we will help ECAT evaluate all variables to create the best system possible.

The methods in which we achieve that are included in our proposed approach, which is described in the following sections. We will use our wealth of past experience to deliver a plan that improves local and regional connectivity to best meet the needs of the community. At Nelson\Nygaard, transit planning is not only our specialty—it is also our passion.

PROJECT METHODOLOGY

Nelson\Nygaard Consulting Associates specializes in transit redesign studies and have produced many of the most successful and transformative service redesigns in the country. Three key elements of our approach to these types of projects are that they are comprehensive, collaborative, and creative:

- **Comprehensive:** We identify needs and opportunities through a multi-phased approach that includes market analyses, stakeholder interviews, surveys, trade-offs exercises, and other efforts. We also evaluate existing services in a manner that clearly and concisely illustrates strengths and weaknesses. In addition, and just as important, ECAT staff will also gain a much a greater understanding of how well the system performs. With that foundation, we can then work together collaboratively to develop creative solutions.
- **Collaborative:** The Nelson\Nygaard team brings extensive national experience to this project. However, it is essential that our national experience be blended with local conditions, needs, and desires. In addition, there are a number of financial, political, and other constraints that transit systems much work within. We take great pride in developing plans that achieve full local support and that are implementable. We do this by working in close collaboration with client staff from beginning to end, so at the end of every project, all recommendations have their full support.
- **Creative:** Transit services can be provided in many ways, but to work best, the right services must be matched with different market demands. As we write this proposal, we don't know what the best approaches for Escambia County will be, but we do know that different approaches will be appropriate in different parts of the ECAT's service area. We typically develop scenarios that consist of different service approaches. Recommendations are then developed that blend the best elements of each scenario, based on the analysis results and stakeholder input.

We also use a “core team” approach, in which different members of our team work in close collaboration, as a group of experts working together can better address both systemwide and area-based approaches. The plan will not only benefit from the pooled expertise of the core team, but also be enriched by the core team interactions.

Our approach to this project is based on the work requested in the RFP, but with some reorientation of scope items to produce a stronger process and stronger results. These changes and a summary of our proposed approach is summarized below and detailed in the following sections.

1. Kick-off project
2. Review base line materials to ensure that proposed changes will reflect market demands
3. Evaluate existing services, but in a more comprehensive manner and for all routes, and identify opportunities
4. Develop and evaluate potential changes through the use of scenarios that combine inter-related changes, and develop recommendations that combine the best components of the scenarios
5. Produce final report

TASK 1 PROJECT MANAGEMENT AND BASELINE REVIEW

Nelson\Nygaard has conducted numerous transit plans in communities similar to Pensacola and Escambia County. At the same time, we recognize that the ECAT service area will present its own opportunities and challenges. Our confidence in a successful process and outcome is built around effective and efficient project management.

1.1 Kickoff Meeting/Refine Project Plan

At the very beginning of the study, Nelson\Nygaard will schedule a kickoff meeting with Escambia County staff and other relevant stakeholders assigned to participate and manage this project. This meeting serves several purposes:

- Personally meet project staff and stakeholders
- Discuss the project, including objectives, priorities, expectations, and local issues and sensitivities as well as potential challenges and opportunities
- Discuss goals for the transit system
- Refine the project schedule and approach
- Discuss the public outreach projects, methods, and schedules
- Identify and obtain available data relevant to the overall project (service information, financial data, demographic and market data, and relevant previous studies)

Nelson\Nygaard recommends setting up regularly scheduled conference calls with Escambia County staff. In past projects, we have found these regularly scheduled meetings can be one of the most effective ways to maintain a constant dialogue, preempt problems, and keep the project on task. Our project manager will participate in each call and bring in additional staff, depending on the work in progress.

In addition to holding regularly scheduled conference calls with Escambia County staff, the consultant team will meet internally on a regular basis. We will use these internal calls and meetings similarly to those with Escambia County staff to review progress, ensure resources are properly deployed, and identify any challenges.

We will prepare monthly progress reports that include status updates on progress to date, upcoming efforts, and project spending overall and by individual firm. The progress reports will be submitted together with invoices.

1.1 Previous Plans Review and Market Overview

Nelson\Nygaard will work with Escambia County staff to collect and review all existing data relevant to the COA. This task will also include an analysis of the feasibility and potential impacts of any pending or proposed transit plans and projects that have been set by Escambia County and others.

The document and historical review task shall include, but need not be limited to:

- Historical transit and regional transportation plans
- Historical ridership data
- Operating budgets
- Projected population and employment growth
- Major activity centers
- Route and schedule documentation
- Recent service changes
- Service agreements with operations contractor
- Service intergovernmental agreements or MOUs

As part of this task we will review all plans and surveys performed during the past five years by the County, ECAT, and the Florida-Alabama Transportation Planning Organization (TPO) to determine current implementation status of each planning effort. We will also review and coordinate with the Escambia County Comprehensive Plan 2030. The market analysis conducted for the TDP will also be reviewed to gain a clear picture of existing conditions. The plan review will provide background on the unmet needs, potential transit markets, and operating conditions relevant to Escambia County.

As part of this task, we will also conduct a Transit Propensity analysis (Figure 1). To know where transit services are likely to be successful, it is crucial to examine the size and locations of populations that typically exhibit high levels of transit use. To do this, we will examine where clusters of likely transit rider groups occur, and also determine the size of each cluster. For example, in a given location, the size of individual populations may be too small to support transit service; however, the combined size may be relatively large. For this reason, we will use these demographic

Figure 1 Providence Transit Propensity



data in combination to develop a “transit propensity index” indicating the relative demand for transit throughout Escambia County. This index will illustrate which areas have the greatest need for transit, and will identify neighborhoods with high Environmental Justice populations that should be considered.

1.3 Stakeholder Interviews and Public Outreach

In all areas, there is a wide variety of viewpoints on how and where transit should be provided. For this project to succeed, it will be critical to identify stakeholder opinions and key issues at the outset, to openly address those issues throughout the project, and to work to find common ground.

To determine these issues at the outset, the Nelson\Nygaard team will conduct stakeholder interviews with individuals and groups that have a stake in ECAT service. Specifically, we anticipate engaging the Mass Transit Advisory Committee and the Florida-Alabama Transportation Planning Organization in two sets of meetings—early in the project to gain an overview of needs in the service area and again when initial recommendations have been developed. We also propose to conduct two additional meetings as part of the public outreach process. We will work with Escambia County staff to identify specific individuals and community groups, and we anticipate that stakeholders will likely include city and elected officials, major employers and business leaders, student and university representatives, social service agency directors, and advocate groups.

To encourage participants to speak frankly, our typical approach is to provide interviewees with confidentiality and do so by presenting results in a manner that comments are not attributed. We also conduct these interviews as “structured conversations” in which we start with specific topics, and then discuss those topics at the level of detail that the stakeholder desires (rather than a stricter question and answer format). In previous projects, this approach has been particularly effective in quickly and accurately identifying major issues.

We propose to conduct the interviews individually and with small groups who represent similar interests. Results of the stakeholder meetings will be compiled into a technical report that will summarize the results. The outcome of this task will be a very clear understanding by ECAT of how it is perceived by its stakeholders, major concerns and issues, and desired transit service outcomes.

1.4 Online Survey

The Nelson\Nygaard team increasingly uses web-based measures of seeking public involvement, and typically reaches significantly more members of the public online versus in-person public meetings.

A recent online survey conducted by Nelson\Nygaard for the Cache Valley Transit District received more than 2,000 responses.

Our proposal is to design and implement an Internet survey consisting of approximately 20 questions requiring simple ‘yes/no’ and multiple choices when possible, plus a selected number of open-ended responses that enable respondents to provide the full picture of their opinions, interests, and preferences. The purpose of the survey is to allow both current and non-transit users to provide input about the types of changes that would be needed to make them more likely to ride in the future.

Our technical approach is to use Survey Monkey (www.surveymonkey.com), a commercial web survey service to distribute the questionnaire and solicit responses. We have had good results

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with this service. Survey Monkey prevents users from completing multiple surveys, summarizes the results in an online format, and can export the data to various formats such as SPSS and Excel.

We would work with Escambia County to disseminate the link to the survey through a variety of sources, including Facebook, Twitter, and via the agency's website. Results from the online survey will be summarized and included in the State of the System report described in Task 2.6.

Deliverable: Kickoff Meeting Summary Memorandum

TASK 2 COLLECTION OF SYSTEM DATA

A key to developing a stronger and more effective system is to first understand, in detail, the strengths and weaknesses of the existing system. Our proposed approach is designed to develop the understanding that we will need to determine how to best improve service, and we have universally found that it also provides client staff with a much better understanding of their own services.

2.1 Conduct On/Off Passenger Counts

To provide the ridership data required to evaluate ECAT's existing services, Nelson\Nygaard will conduct a 100% ridecheck on all routes for weekdays, Saturdays, and Sundays. Likewise, we have the option to collect ridership data on one Friday evening and one Saturday. We will not survey on a Federal holiday. As the collection, compiling, and processing of this data is fundamentally important to our COA work, we have developed a proprietary database application—inTransit—specifically for this purpose, and which we will use for this project.



Using inTransit, we will develop a computerized representation of ECAT's network in terms of routes, route segments, and stops, and produce the ridecheck forms that will be required to conduct the ridechecks (Figure 2). Once the data has been collected, it will be imported into inTransit, after which we will produce a battery of reports on route level ridership characteristics and schedule adherence. These reports will include:

- **Ridership** reports that present total and average ridership by route, day, time period, and direction.
- **Maximum Load** reports that present information on maximum loads and crowding.
- **Load Profile** reports that show boardings, alightings, and loads by stop by time period, segment, and

Figure 2 inTransit Example

Stop Name/Description	Stop ID	Time at Stop	Time	Dir	Stop No.
EAST LIBERTY @ TERMINAL RD STOP	111000	07:10	0	0	1
EAST LIBERTY BUS @ POND	111000	07:10	0	0	2
POND AVE @ VILLAGE OF EASTSIDE DRIVE	111000	07:20	0	0	3
ELLINGWORTH AVE @ EAST LIBERTY STOP	111000	07:20	0	0	4
ELLINGWORTH AVE @ OFF SHOOT	111000	07:20	0	0	5
ELLINGWORTH AVE @ COLLIER	111000	07:20	0	0	6
ELLINGWORTH AVE @ WOLF CREEK	111000	07:20	0	0	7
ELLINGWORTH AVE @ SUMMER LA	111000	07:20	0	0	8

direction. These reports also identify the major traffic generators for each route as well as peak loads.

- **Trip Summary** reports that present ridership and on-time performance by trip, average ridership, maximum loads, load factors, and on-time performance by time period. The trip summary reports also present running time information for each individual trip, and provide information on headway variability.
- **Running Time** reports that present average running times by route segment and time of day, as well as the standard deviation of the running time.
- **Graphical representations** of the above information that will include charts, graphs, and GIS maps.

2.2 Detailed Field Review

As part of the project kick-off, we propose to spend several days in the field with ECAT staff to become familiar with ECAT's service area in terms of population, employment, and socio-economic characteristics, major corridors, and the location of major activity centers, and ECAT's services. We would do this through a combination of driving the service area and riding buses, and as we do so discuss relevant service issues within each area, and begin to identify opportunities.

Over the course of the study, we will conduct subsequent field reviews to revisit areas as we develop and evaluate potential service improvements and to refine them. We propose to perform a combination of more general field reviews (described above), the use of Google Maps and Google Earth, and subsequent targeted field reviews that provide similar information at much lower cost than a trail check of all routes, and thus allows for a greater focus on the evaluation of existing services, the development of service improvement opportunities, and the evaluation of those opportunities.

2.3 Conduct Transfer Analysis

To determine and document the general travel patterns of transferring ECAT riders and to identify significant transfer connections, Nelson\Nygaard will analyze transfer movements using paper transfers. Current riders wishing to transfer between buses must request a transfer when boarding the bus and use the transfer within a two-hour period. When these transfers are used, they are presented to the driver of the second bus in lieu of a cash fare. We propose to take advantage of this interchange of paper transfers to document the transfer activity and transfer patterns.

Nelson\Nygaard will gather the returned transfers and sort them by route of origin and destination. These segregated transfer categories will then be counted and a matrix created showing the number of transfers made between each route pair in ECAT. ECAT routes are interlined, so the number of passengers "through-routing" must also be ascertained. The load patterns from the ridership count will be used to determine the number of riders who are travelling from one route to the next on interlines.

A transfer matrix will be prepared similar to the one shown in Figure 3.

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Figure 3 Kalamazoo Transfer Matrix

ROUTE FROM/TO	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	21	22	26	27/28	Total	Boardings
1		26	5	4	2	12	13	12	18	12	13	15	8	6	19	10	2		8	2	187	1,293
2	4		6	4	5	2	5		4	16	4	13	2	6	14	3	1			16	107	604
3	28			17	2	5	3	4	2	3	1	4		2	14	4	13		4		106	1,270
4	4			1	6	2	3	4	7	2	3	1		2	5	5			22		67	341
5	10	7	4	1		18	1	14	11	11	3	6		7	14	13	2		6	2	130	418
6	10	1	4	3	5	7	6	14	10	3	1	2	2	5	9						83	292
7	14	3	1	1	8	8	16	11	9	3	4	2	8	7	3			4			100	531
8	11	3	1	2	7	6	4	4	19	3	11		5	12	10			2	2		100	426
9	16	8	1	7	5	5	10	9	40	7	4	2	10	19	16	6					167	894
10	15		4	3	4	7	2	4	6	10	12	4	6	5	6	1					86	467
11	8	4	3	3	5	4	6	9	14	6	12		5	9	7	3			2	2	104	760
12	4	4		2	5	6	4	2	2	2	4	4		11	5			12			67	224
13	14	2	1	6	6	1	14	4	16	8	5		11	11	11	2		4			116	820
14	11		20	2	14	2	12	13	13	11	14	4	5	32	5	1		4			163	954
15	11	4	1	6	12	4	8	13	13	8	3	4	6	14	8	3		4	2		124	601
16	6	1	24	1	2		2	7	1		2		1	2	5						54	1,042
21																					0	340
22																					0	516
26	10			2		1	2	2	1		6	6		2	4	2				2	40	191
27		1					2				2		1					2			8	73
28		1					2				2										5	18
Total	204	50	90	54	113	74	128	134	190	85	121	38	81	195	124	36	0	0	74	28	1,817	12,077

This subtask will also include field observation at ECAT's Rosa L. Parks Complex, Pensacola State College, and the Government Center Transfer Station to analyze route running time data and the effectiveness of ECAT's existing pulse transfers.

2.4 Develop Route Profiles

Another factor that sets apart our work is that we conduct much more in-depth evaluation of existing services than other firms. We do this because to determine how to improve service, we need to fully understand the strengths and weaknesses of all existing services. In addition, we also find that no matter how well client staff understand their own systems, this work always provides them with an even greater understanding. With that foundation, we can work together to develop more effective service improvements than would otherwise be possible.

Consistent with this approach, we propose to combine Tasks 2.4, 3.1, and 3.2, and produce comprehensive route profiles that will provide all of the tabular and graphical data that would be included in the route profiles, plus the more in depth evaluation of all routes, not just the low and high performing routes, as improvement opportunities will just as likely be found within the mid performing routes.

More specifically, we will prepare route evaluations that will examine each route and service from an overall perspective of how well it serves its intended markets, how well it works within the overall system, and what changes could be made to improve route performance and responsiveness to community needs. The route-level analysis will also present operating

characteristics of each route and segment, compare performance among routes, and determine which routes should be examined more closely for possible redesign. The analyses will be based on a number of factors, including service characteristics, ridership volumes and patterns, productivity, and service issues. Most importantly, each route evaluation will help us determine service improvement opportunities that will provide much of the basis for the development of alternative service scenarios.

This in-depth route evaluation approach was particularly effective in Nelson\Nygaard's recent redesign of the Pittsburgh, PA system, where far-reaching changes were implemented to improve a system that had been heavily criticized by the public, the media, the City of Pittsburgh, the county, and the state, as providing poor and inefficient service. In general, nearly all transit service changes meet resistance; in Pittsburgh, where changes were recommended, the route evaluations provided a clear explanation of why those changes were needed in a manner that was able to satisfactorily address much of the resistance and gain the support needed in order to make the project a success. We use a similar approach in most of our projects of this type.

For each route, we will produce a route evaluation document that will present:

- A description of the route
- A route map
- A description of the route's alignment and service patterns
- Service span (hours of operation)
- Service frequencies by time of day
- Ridership characteristics (by stop, direction, and time of day)
- Performance characteristics (passengers per hour, passengers per mile, average speed, etc.)
- An overall assessment of the strengths and weaknesses of the route

Importantly, each route evaluation will conclude with a listing of potential changes to improve service and/or productivity, both on its own and in the context of the overall system. This initial list of potential changes will provide the basis for the development of alternative service scenarios.

Finally, the route evaluations will be written in a manner that all stakeholders can clearly understand. As a result, in addition to providing the fundamental understanding necessary to determine how to reconfigure ECAT service, the route evaluations will also provide transparent information that supports the final recommendations.

2.5 Route Ranking and System Performance

Nelson\Nygaard will produce summary data for each route that presents basic service and performance information. Performance measures used to recommend service improvements will include riders per revenue mile, riders per revenue hour, riders per trip, cost per revenue mile, cost per revenue hour, cost per revenue vehicle, operating costs, on-time performance, and others developed as part of this effort. We will also classify each route as a Strong Performer, Average



3.1 Evaluation of Poor and Strong-Performing Routes

As described above, we propose to conduct this work as part of Task 2.4.

3.2 Development and Evaluation of TDP-Recommended New Route Opportunities

Transit can be provided in many ways, but for it to be most effective, different modes and services must be matched to the correct markets. Appropriate balances must also be developed between demand and coverage-based services, between commuter and frequent traveler services, between urban and suburban services, and other factors. In many respects, the development of an effective transit system is a puzzle, with the pieces consisting of (1) an underlying service structure, (2) different modes and services, and (3) service priorities (Figure 5). Furthermore, because of these interactions, potential changes cannot be developed simply on a route-by-route basis; they must also consider how routes interact.

To determine the best way to both improve individual services but also to fit them together, we propose to develop and vet different service scenarios that will represent different approaches. Each scenario will build upon the work conducted in Task 2, and the Nelson\Nygaard team will work closely with ECAT staff to develop alternative service scenarios.

For this study, we propose to develop two different service scenarios (Figure 6). Each scenario would include changes, such as:

- **Different service structures** to better serve existing areas and new areas. ECAT's current structure is largely radial, but with some grid elements. Alternative scenarios could further emphasize the radial structure, shift to a more grid-like structure and/or introduce hub and spoke elements in outlying areas.
- **Improved Uptown/Downtown connections**, including opportunities to consolidate service on the 9th Avenue corridor, more direct service, changes to deviations to the Rosa L. Parks Complex, and implementation of circulator or shuttle service to provide connections to the 9th Avenue corridor.
- **Route re-alignments** to provide more effective, efficient, and attractive service—for example, more direct routing to serve activity centers such as NAS Pensacola, and downtown Pensacola.

Figure 5 Service Scenario Components and Inputs

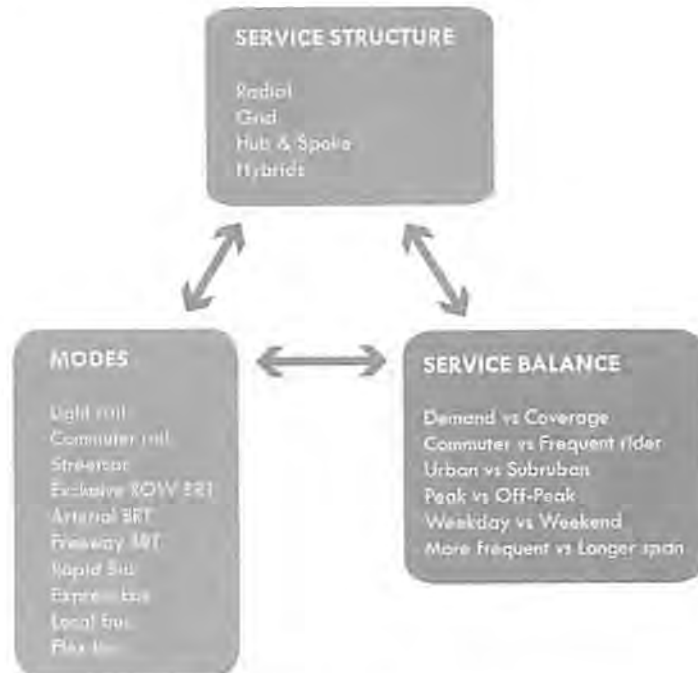


Figure 6 Pittsburgh Service Scenarios

- **Changes to service frequencies** to reflect the service guidelines, match service levels with demand, and facilitate connections. While ECAT has used additional revenue to improve service frequencies, many routes still operate too infrequently to attract large numbers of discretionary riders.

- **Revised spans of service** to reflect the new service guidelines and better reflect demand.
- **Service to new areas** identified as transit-supportive in the market analysis.

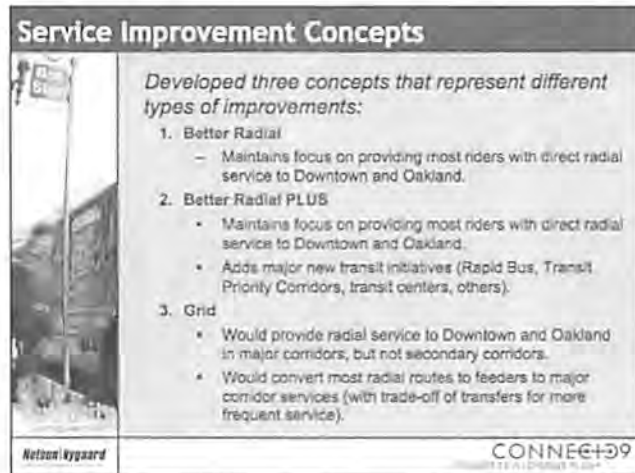
- **Improved service coordination and timed transfers** to facilitate transfers by reducing passenger wait times. In the case of less frequent service, convenient connections are particularly important.

We will package the different scenarios in formats that are easy to understand using maps, written descriptions, and illustrations, but at the same time describe the critical elements of each transit package, including specific projects, services, and expected benefits and costs.

Finally, it should be noted that the scenarios will be developed to represent different combinations of approaches, rather than entire packages that would need to be selected as a whole. Instead, the purpose would be to determine which individual projects, or combinations of projects in each scenario would generate the highest levels of support, and then to subsequently combine the best elements of each scenario into the final recommendations.

Once service scenarios have been developed, we will evaluate the individual components on their technical merits, and vet them with stakeholders. The technical analysis will include:

- **Ridership:** Providing more compelling service to attract more riders will be a major focus of our effort. To ensure that changes will be effective, Nelson\Nygaard will forecast demand on a route-by-route and service-by-service basis using a variety of techniques.
 - For existing services, we will use pivot-point techniques, in which future ridership levels "pivot" off the existing ridership levels, based on changes in service characteristics (for example, the size of the market served, service frequency, service span, etc.).
 - To forecast demand for new fixed-route and Flex services, we will use analog methods in which we will develop relationships between service characteristics, market characteristics and ridership levels on existing routes, and then, with certain adjustments (for example, differences in service quality and service type), use these relationships to forecast demand for new routes.
 - For entirely new programs or services, ridership forecasts will be developed based on the observed impacts of similar changes in other regions, market research, and assessments as to the degree of improvement to the new services or programs.
- **Annual Operating Costs and Fare Revenue:** For fixed-route services, Nelson\Nygaard will estimate annual operating costs on an incremental basis on a vehicle hour basis. To the



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extent that some changes could impact administrative costs, an add-on for additional administrative costs may also be included. Operating costs will be determined on a route-by-route basis.

- **Fare revenue** will be estimated based on projected ridership and existing fare levels and/or proposed changes to fare levels and structure.
- **Service Frequencies and Vehicle Requirements:** We will develop frequency levels for proposed new services based on projected ridership levels and vehicle type. Service frequencies would be based on the service guidelines developed in Task 6.
- **Capital Costs:** We will identify conceptual capital cost estimates for equipment and facilities associated with proposed changes.
- **Paratransit Service:** We will determine the impacts on changes in general public service coverage on complementary paratransit coverage.
- **Productivity Measures:** For each service option we will develop key productivity measures, such as cost per passenger, net cost per passenger, passengers per vehicle service hour, and passengers per trip.
- **Other:** For the overall scenarios, and as appropriate for individual options, we will also assess impacts related to Environmental Justice, service to major activity centers, and other qualitative factors.

3.3 *Evaluation of Downtown/Uptown Connection*

As described in Task 3.2, we will evaluate the 9th Avenue corridor from downtown Pensacola to the Uptown area, including Cordova Mall and the 9th Avenue medical complex as part of this task. Route 42 currently serves the 9th Avenue corridor, and Routes 41 and 45 provide overlapping service within 1/4 mile on adjacent streets. When considering these three routes, four trips per hour are served along the corridor. As part of this task, we will look at opportunities to consolidate service on the 9th Avenue corridor, examine the directness of service, and determine the benefit of continuing deviations to the Rosa L. Parks Complex. We will also consider the implementation of circulator or shuttle service to provide connections to the 9th Avenue corridor. Overall, we will determine the most cost effective means to maximize connectivity in the corridor.

3.4 *Evaluation of Passenger Information*

Nelson/Nygaard has worked closely with numerous transit operators to help them more effectively communicate their services to current and prospective riders. As a first step, we propose to review ECAT's existing marketing tools including:

- Logo
- Website
- Printed materials/brochure
- Maps
- Press releases, advertisements and other printed communication
- Radio and television advertisements, if applicable
- Amenities – the look and feel of bus stops, transit vehicles, etc.
- Consistency of messages, formats and logo use

We will then undertake a peer review of marketing materials and approaches employed by other transit agencies in order to identify a set of best practices. We will share the findings of the peer review with ECAT to allow staff to compare and discuss their preferences. In addition, the Project Team will present our own assessment of the strengths, weaknesses, and opportunities of ECAT's current marketing approaches and the various approaches used by peer agencies.

3.5 Additional Support Services as Needed

During the course of the COA, additional support services may be requested from the consultant team by Escambia County staff. Additional support could include (but is not limited to) technical presentation or public involvement assistance and may require additional travel on the part of the consultant team.

3.6 Interim Technical Memorandum

The consultant team will produce and provide a technical memorandum that includes the evaluation of poor-performing routes, strong-performing routes, new route opportunities, and route modifications improving connectivity.

Deliverable: One electronic copy and ten printed copies of Technical Memorandum 2
One complete electronic copy of the passenger count

TASK 4 SYNTHESIS AND RECOMMENDATIONS

This task will build on all of the preceding data collection and analysis to identify service and policy options that are designed to improve the efficiency, effectiveness, and productivity of ECAT operations to address many of the identified unmet transportation needs and to form the foundation for an improved system of public transportation. Our mission is to find ways to serve more folks within the existing budget—or less.

4.1 Current Level System Improvements

Following the evaluation of the service improvement alternatives, the Nelson\Nygaard team will develop service recommendations. In doing so, we will weigh the relative ridership, costs, and other impacts against each other to determine which would be the most beneficial. The productivity measures described above will be key factors in this process, as will ECAT's direction regarding resource level assumptions for the future.

We also propose developing these recommendations in close collaboration with ECAT staff. Our experience from other projects shows that when client staff members work closely with the consulting team, there are much better opportunities to address operating and other issues, and the resulting recommendations are much stronger. This process also helps to develop buy-in from the staff that will ultimately be responsible for implementing the recommendations.

In terms of the actual process, we will develop the recommendations through meetings with Escambia County planning staff in which we will review the potential options and impacts for each route, potential new services, and develop recommendations on a route-by-route basis. These meetings will allow both ECAT staff and the consulting team staff to thoroughly discuss all findings and issues, and develop recommendations that all participants can fully support. Once again, using Pittsburgh as an example, and as summarized in Figure 7, we anticipate that the recommendations will consist of a comprehensive package of changes designed to make service

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more attractive and more productive. We will also work with ECAT to ensure that the recommendations strongly reflect the input received during the stakeholder input process—in Kansas City, we made subsequent revisions to recommendations for more than 30 of 54 routes based on public input.

Figure 7 Pittsburgh Types of Changes and Impacts

	Make Service More Attractive				Improve Productivity	
	Easier to Use	Easier to Understand	More Convenient	Faster & More Direct	Match Service & Demand	Reduce Unproductive Bus Time
Service Design Changes						
Develop service hierarchy		X	X	X	X	X
Implement new types of service			X	X	X	
Operate fewer routes that provide better choices	X	X				X
Provide more consistent service/fewer variants	X	X	X	X	X	X
Streamline downtown circulation	X	X	X			
Consolidate stops				X		
Develop transit hubs	X	X	X		X	X
Expand parking	X		X		X	X
Schedule Changes						
Operate service with consistent headways		X	X	X	X	X
Coordinate service			X	X	X	
Provide more service	X	X				X
Provide less service					X	X
Start service earlier/end service later	X	X	X		X	
Start service later/end service earlier					X	X

We will produce both short-term and mid-term (five-year) recommendations. The short-term recommendations will consist of changes that ECAT can make quickly using existing facilities and equipment. However, as in other recent projects, these recommendations will produce very meaningful improvements. The mid-term recommendations will be those that would expand service, require new facilities and/or additional equipment, and that may require additional resources and/or more detailed planning.

For the short-term recommendations, once we have developed route-by-route recommendations, we will then compile them into a service plan that will recommend specific changes based on effectiveness, cost-effectiveness and public acceptance. The short-term service plan will provide an overview of the proposed changes, and detailed descriptions of all individual changes. For each proposed change, the service plan will include:

- A description of proposed changes
- The rationale for the change

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- Maps proposed changes
- Projected ridership levels
- Recommended vehicle types
- Proposed service frequencies, by day and time of day
- Scheduled running times
- Proposed layover times
- Vehicle requirements
- Operating costs, projected fare revenue, and net subsidy requirements
- Capital costs

4.2 *System Expansion Improvements*

For the mid-term recommendations, we will produce similar information. However, based on experience with similar projects elsewhere, we anticipate that many of the mid-term recommendations will consist of new initiatives that will require additional subsequent analysis. As a result, some of this information may be less detailed than for the short-term recommendations.

Together, the short and mid-term recommendations will produce changes that will make ECAT service much more compelling in the short-term, and even better over the mid- to long-term.

4.3 *Transit Technology*

Technology investments could improve the transit experience for ECAT customers, and well as provide for more efficient and effective internal processes. For example, to enhance the pre-trip, wayside, and on-board customer experiences, ECAT could disseminate both schedule and system performance information to travelers through a variety of applications, such as in-vehicle, at bus stops, or online. The recent explosion of mobile devices creates an incredible opportunity for ECAT to build positive relationship with their current and potential riders.

Nelson\Nygaard specializes in implementation support for advanced transit management and passenger information systems including computer-aided dispatch/automatic vehicle location (CAD/AVL), vehicle monitoring, passenger counters, stop annunciation, variable message signs, multimedia traveler information systems, transit signal priority, fixed-route scheduling, security and surveillance systems, communications, and fare collection. We will use our expertise to develop a set of transit technology recommendations that make sense for ECAT.

4.4 *Draft and Final Report*

Our Project Manager will hold a final meeting with Escambia County staff to present the draft final report. Additional presentations will be made to the Escambia County Board of County Commissioners and participating jurisdictions as necessary. Approximately two weeks following any formal presentations, and upon approval by the Escambia County project manager, Nelson\Nygaard will prepare a Final Report.

Deliverables: Initial Service Alternatives
 Preferred Service Alternatives
 Interim Report
 Draft Report

MANAGEMENT PLAN

Nelson\Nygaard's customer service philosophy is one of strong leadership, attention to detail, and continuous quality assurance procedures. We use a variety of management tools to ensure that the project comes in on time and on budget. Nelson\Nygaard's management for this project will be structured to include Boris Palchik as Project Manager. Boris's project management tasks will include:

- Overall and day-to-day management responsibility for the project
- Principal contact with Escambia County staff
- Assigning and monitoring tasks undertaken by other members of the project team

Nelson\Nygaard's approach to project management is to schedule and track all aspects of the project. This is done to assure that critical path elements are performed on time or ahead of schedule. We accomplish this by assigning clear completion dates for various tasks, allowing enough time for internal review (and revision, if necessary). At the beginning of the project, we will fine-tune the project work plan and schedule to develop a concise outline of the project tasks and to clearly identify major milestones and submittal dates for deliverables as part of the work plan submittal. Schedules and progress will be reviewed on a weekly basis to assure that tasks are progressing as planned. If adjustments are necessary to meet changing needs, the schedules will be appropriately updated.

As mentioned above, Boris will have day-to-day responsibility for the project and for keeping the project on schedule. It is our experience that a major factor that affects schedule adherence is how well the project manager communicates with the client. To make sure that this communication is maintained throughout the project and to ensure that Escambia County has sufficient opportunities to provide input, Boris will be in touch with the Escambia County project manager on a weekly basis. As Project Manager, he will also prepare and submit along with the monthly invoice, a progress report covering:

- Schedule progression
- Budget and invoicing status
- Report of work performed during the month
- Projection of activities scheduled for the upcoming month
- Any outstanding items or issues of concern

Boris firmly believes in follow-up with clients to further assist with implementation, address any items that came up as a result of implementation, and to determine how well recommendations worked. Boris puts his customers first, and even long after a planning process is complete, you will have a resource on hand to bounce ideas off—at no cost to you.

In addition, Nelson\Nygaard has developed proven processes to assure that all products of this study maintain the standards of thoroughness, accuracy, and objectivity for which the firm is known. This quality control process extends beyond the issues of typographical errors, grammar, and the accuracy of calculations; it focuses on the question of whether the deliverables meet the needs and expectations of Escambia County.

The quality assurance process for this project will be Boris's responsibility. He will personally review the work program and drafts of reports, major technical memoranda, and other significant deliverables. The purpose of the review will be to:

- Ensure that all deliverables maintain a consistent level of quality without errors; provide clear, unambiguous explanations of all methods and conclusions; and conform to the highest standards of analysis
- Ensure that this study builds upon the full-range of experience of the Project Team and staff
- Establish a consistent style and quality to reports and presentations

EXPERIENCE AND QUALIFICATIONS

TEAM ORGANIZATION

Nelson\Nygaard is built around a team structure. Experienced team leaders supervise staff and coordinate their assignment to specific projects. For each project, a team leader or seasoned senior staff from the team takes on the project management role, and in this capacity, oversees contract execution and client communications. For larger projects, we typically assign a Deputy Project Manager (DPM), who stays actively involved with the project to help with project logistics and to serve as a back up when required. The DPM also usually functions as a lead planner/project technician on a project, assuring he/she is well versed and up-to-speed on the project. Where specific skills are required, the project manager can bring in subject area specialists from within the firm, including a number of nationally recognized subject area experts.

The proposed staffing for this project is described in the biographies for the Core Team and the organization chart in Figure 8. Estimated hours and cost for the project are presented in Figure 9 and detailed resumes for each member of the team are provided in Appendix A.



Randall Farwell, Principal, will serve as Project Advisor. He has over 26 years experience in transportation and transit planning, operations, and management. His expertise is wide ranging: commuter rail, light rail, Express Bus, BRT, fixed route, and flexible services. He managed many successful studies including comprehensive operations analysis; system redesigns; corridor analyses; alternatives analyses; and NEPA documentation (CE, EA, EIS). Randall led operations planning and service design for the Clifton Corridor AA and the I-20 AA for MARTA. Randall, Director of Planning at the Central Florida Regional Transportation

Authority (LYNX), led a far-reaching COA that redesigned the transit network in preparation for light rail. He was technical lead for the Central Florida strategic long-range transit plan (Vision 2030) which produced a prioritized program of near and long-range transit investments. Randall, Planning Manager at the PRTC, was instrumental in the start-up of the Virginia Railway Express commuter rail and the OmniLink Flexroute – the first ITS enhanced Flexroute in the U.S. He redesigned the OmniRide Commuter Bus services into DC and Metrorail and identified a service redesign strategy to better use the HOV network to reduced travel times and service hours, increased ridership, raised fares for OmniRide without increasing the combined OmniRide/Metro cost to riders, and saved PRTC close to 25% of the annual operating budget. He redesigned the transit network and service delivery strategies in Jacksonville in preparation for BRT and to

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better reflect travel patterns and service demand. Randall provided technical review for the recently completed COA for Charlottesville, VA and is the Deputy Project Manager for the Xpress commuter service COA in Atlanta.



Geoff Slater, Principal, will be the Principal-in-Charge for this project, providing strategic advice and direction and overseeing quality control. Geoff is a co-lead of Nelson\Nygaard's transit practice and one of Nelson\Nygaard's most experienced and successful project managers and transit practitioners, playing a lead or leading role in many of the firm's most transformative and successful transit service design projects.

Geoff brings over 30 years of experience in the transit industry to Nelson\Nygaard. He has held senior management positions for government agencies and is well-versed in the day-to-day as well as long-range expectations for transit operators and regional planning agencies. Among his prominent recent projects are the restructuring of Port Authority transit service and Pittsburgh and a restructuring of KCATA service in Kansas City. The Port Authority project entailed one of the most comprehensive transit restructuring projects ever in the United States, while the Kansas City project, while less extensive, produced meaningful improvements throughout the system to make service better for existing riders and attract new riders at lower cost. Geoff also developed one of the country's first BRT lines (Boston's Silver Line) and brings international experience from redesigning commuter rail service throughout post-apartheid South Africa.

Prior to his work in the private sector, Geoff served as Director of Planning for the MBTA, the fifth largest transit agency in the United States. In that role, he was responsible for all MBTA planning activities, including strategic planning, service planning, operations planning, and scheduling.



Boris Palchik, Senior Associate, will serve as Project Manager for this project, and is an experienced transit planner with more than 15 years in the public transportation industry. He has developed service plans for large and small transit systems, both as a consultant and as a staff planner for several transit agencies. Boris has worked extensively in communities that host major institutions such as universities or military installations and has designed transit services that improve ridership and system productivity while addressing the sometimes competing needs of various rider groups and other stakeholders.

At Nelson\Nygaard, Boris has led several comprehensive service analysis and service design projects including serving as Project Manager for recent transit studies in Sussex County (NJ), Ulster County (NY), and Harlingen-San Benito (TX). He also has experience in scheduling, run-cutting, and Google Transit implementation projects. For this project, Boris will serve as the Project Manager, and will lead the analysis of ECAT's fixed-route services.



Cristina Barone, Associate Project Planner, will serve as Deputy Project Manager for this project. Cristina recently joined Nelson\Nygaard and brings more than five years of planning experience to the firm. She is passionate about transit planning and believes strongly in transportation equity. Cristina specializes in premium transit feasibility projects, transit development plans, transportation demand management, public involvement techniques, and infrastructure planning. She has participated

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in a wide variety of transit planning projects and has extensive experience with collecting and analyzing demographic data, using National Transit Database data, performing trend and peer analyses, reviewing local and state plans, conducting on-board surveys, and forecasting ridership. She is currently assisting with a strategic plan for Chapel Hill Transit and a statewide transit feasibility assessment for the Ohio Department of Transportation.



Briana Lovell, Associate, will serve as Project Planner and has experience on a wide variety of short- and long-range transit planning projects including leading on-board data collection and analysis, conducting analysis of transit operations, and writing planning documents and reports. She recently led the data collection and existing conditions report for the Santa Cruz Short Range Transit Plan, and has contributed to community surveys, comprehensive operational analyses, and short range transit plans in Everett, WA, Seattle, WA, Oklahoma City, OK, Minot, ND, Northern Kentucky, and Juneau, Alaska. Other recent work includes leading project evaluation for a multimodal transportation plan in Moscow, ID, public outreach and analysis for the Seattle Center City Connector Alternatives Analysis and Seattle Bicycle Master Plan.



Andy Mundew, AJM Consulting Proprietor, is responsible for assuring client satisfaction for all consulting projects. His technical specialties include transit planning & operations, transit surveys, community and customer interfaces, automated paratransit installations, and paratransit operations. He has conducted many large onboard surveys in recent years including Westchester County, Hampton Roads Transit, Orlando Florida and Raleigh, North Carolina. Andy has held responsible positions in service evaluation projects in Lexington, Santa Monica, Columbus, Ohio, Canton, Ohio, Savannah, Tucson, Birmingham, Lansing, Michigan, Westchester County, New York, Hartford, Connecticut, and Howard University in Washington D.C.

ECAT Comprehensive Operations Analysis
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Figure 8 Organization Chart

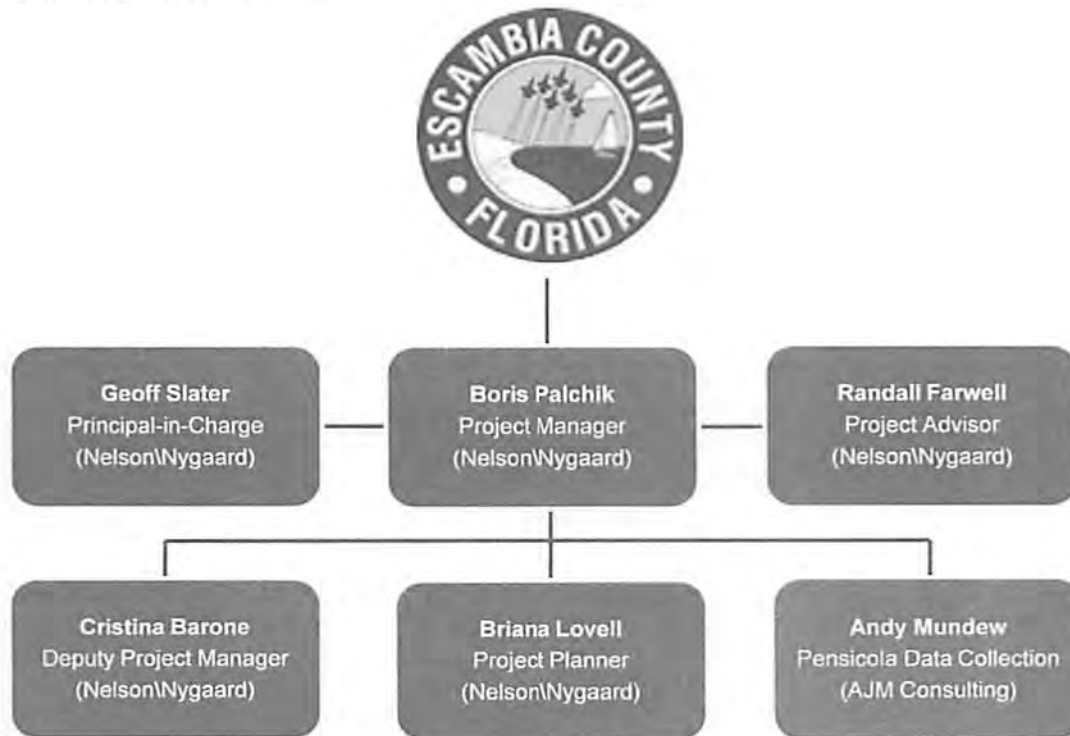


Figure 9 Personnel Roster

Team Member	Location	Hours	Cost
Nelson\Nygaard Consulting Associates			
Randall Farwell, Project Advisor	Jacksonville, FL	32	\$6,304
Geoff Slater, Principal-in-Charge	Boston, MA	52	\$9,360
Boris Palchik, Project Manager	Boston, MA	185	\$25,900
Cristina Barone, Deputy Project Manager	Seattle, WA	200	\$25,800
Briana Lovell, Project Planner	Seattle, WA	166	\$12,782
Support Staff	San Francisco, CA	164	\$8,516
AJM Consulting			
Andy Mundew, Proprietor	Taylor Mill, KY	76	\$7,980
Technical and Support Staff	Taylor Mill, KY	996	\$25,101

SIMILAR PROJECT EXPERIENCE

CHARLOTTESVILLE AREA TRANSIT STUDY

2012-ONGOING

City of Charlottesville, VA

Contact: John Jones, Director, 512-369-6036, jonesjo@charlottesville.org

Key Staff: Geoff Slater, Nelson\Nygaard

The City of Charlottesville, located in central Virginia, is a unique historic community. It is home to University of Virginia and features a dense downtown commercial area focused on a vibrant pedestrian mall. Charlottesville Area Transit (CAT) is the region's primary provider of fixed-route transit service open to the general public, with 16 fixed-route services.



The system has been adjusted over time to improve operations, but its underlying structure has not been evaluated for many years, and service has been criticized for being circuitous and infrequent. The City desired to determine how services could be improved, and whether an entirely different operating structure could benefit riders and the community.

Nelson\Nygaard was retained to conduct a study to determine how services should be organized to be most effective without greatly increasing the cost to provide the service. The study evaluated the market for transit services and the effectiveness of existing services, while examining opportunities to provide greater service frequency in areas where transit is already successful.

Key improvements include:

- Develop a new transfer hub at the University of Virginia Hospital to improve connections and enhance other key stops
- Provide service consistently throughout the day, using the same route design at all times of day
- Match service levels with demand by time of day and day of week
- Expand service to new areas
- Improve directness, speed service, and improve reliability
- Reduce duplication of service among routes
- Improve frequency where ridership is high

Pioneer Valley Transit Authority, Springfield, MA

Contact: Robert Johnson, Procurement Officer, 413-781-7882, bjohnson@pvta.com

Key Staff: Boris Palchik, Nelson\Nygaard

Pioneer Valley Transit Authority (PVTA) is the largest regional transit authority in Massachusetts and provides transit services to 24 member communities and carries over 10 million passengers per year. The system operates 42 fixed routes, serving a large geographic area with service organized around several hubs, including Springfield, Holyoke, Northampton, and Amherst/UMass.



In late 2012, Nelson\Nygaard was hired by PVTA to undertake a comprehensive evaluation of its services that would determine the strategies for a continuous growth in ridership. The Comprehensive Service Analysis consists of the following components:

- A market analysis that assesses the demand for transit service throughout the region
- A detailed evaluation of existing service performances
- The development and analysis of service improvement strategies
- The recommended service changes

Nelson\Nygaard and the consulting team collected data from a variety of sources, including stakeholder interviews, rider and non-rider surveys, meetings with bus drivers, and several rounds of public outreach. We are conducting comprehensive route-by-route evaluations, which will be used to identify strengths and weaknesses of the existing system and to generate service improvement strategies. Nelson\Nygaard will develop a comprehensive set of service guidelines for PVTA to monitor service and make future changes in a data-driven, objective, goal-oriented, and transparent manner.

Nelson\Nygaard will collaborate with PVTA staff to determine the best scenario of technical results and local priorities. The strategic evaluation will lead to a final set of recommendations aimed at strengthening the system overall and positioning the agency to meet current and future needs.

RIPTA COMPREHENSIVE SERVICE ANALYSIS

2012-2013

Rhode Island Public Transit Authority

Contact: Amy Pettine, Director of Planning & Marketing, 401-784-9500 x216,
apettine@ripta.com

Key Staff: Geoff Slater, Nelson\Nygaard

As Rhode Island's sole statewide transit agency, the Rhode Island Public Transit Authority (RIPTA) operates 58 fixed routes that carry nearly 20 million riders annually. While many of RIPTA's services are efficient, productive, and easy to use, others have been cited as being inefficient, difficult to understand, and not productive. As RIPTA strives to fulfill its mission of delivering high quality transit service across the state, these service problems limit RIPTA's ability to fulfill their mission.



In 2012, RIPTA hired a consulting team led by Nelson\Nygaard to take a comprehensive look at their fixed-route services and develop a plan to create a more efficient and effective service network. Nelson\Nygaard and the consulting team collected data from a variety of sources, including stakeholder interviews, rider and non-rider surveys, meetings with bus drivers, and several rounds of public outreach. This data was used to analyze the transit market, assess the local transit operating environment, and conduct comprehensive route-by-route evaluations. These analyses were used to identify strengths and weaknesses of the system and to generate service improvement strategies. As an example of a service improvement strategy, Nelson\Nygaard developed a comprehensive set of service guidelines that set up a process for RIPTA to monitor service and make service changes in a data-driven, objective, goal-oriented, and transparent manner.

Nelson\Nygaard is currently working closely with RIPTA staff to create and analyze a series of service improvement scenarios, which will lead to a final set of recommendations aimed at making service easier to use, easier to understand, more convenient, faster, and more direct.

KANSAS CITY COMPREHENSIVE SERVICES ANALYSIS

2010-2011

Kansas City Area Transportation Authority

Contact: Kristen Emmendorfer, 816-346-0360, kristene@kcata.org

Key Staff: Geoff Slater, Nelson\Nygaard

To ensure that Kansas City's transit services reflect broader changes in population and employment patterns, the Kansas City Area Transportation Authority (KCATA) hired Nelson\Nygaard to undertake a comprehensive evaluation of its services. The Comprehensive Service Analysis consisted of a market analysis that assessed the demand for transit service throughout Kansas City, a detailed evaluation of the performance of all routes, and the development of alternatives and recommended service changes.

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Based on the technical work and stakeholder input, KCATA and Nelson\Nygaard developed service changes that will make service easier to use, easier to understand, more convenient, faster, more direct, and will better match service to demand. The recommended changes are projected to: maintain service to virtually all existing riders (99.8%); provide equal or better service to a large majority (>80%) of existing riders, (nearly all of those who would receive less service would see only minor reductions); increase ridership by over 5%; improve productivity, in terms of passengers per vehicle hour, by over 15%; decrease operating costs per passenger by more than 10%.

The planned changes consist of a diverse set of modifications designed to work together to build a stronger system, provide better service to the large majority of existing riders, attract new riders to the system, and improve system productivity. They include developing a key corridor network, realigning service to improve reliability and directness, expanding service to new areas, consolidating duplicative services, improving express service, discontinuing some very poorly utilized services, adjusting service frequencies and spans to better match demand, more consistent schedules, scheduled MetroFlex connections.

RALEIGH CAPITAL AREA TRANSIT PROJECTS

2002, 2005, 2008 & 2010

City of Raleigh, NC

Contact: Carmalee Scarpitti, Planner, 919-516-2628

Key Staff: Andy Mundew, AJM Consulting

In May of 2010, AJM, as a subcontractor to HDR, was selected to conduct boarding/alighting and on board surveys for Raleigh and surrounding communities. The results were utilized for area planning and model calibration.

In the fall of 2002, as a subcontractor to Urbitrans, AJM conducted the boarding/alighting and on time performance survey for all CAT service. The results were an integral part of the development of the Raleigh Five Year Transit Plan. In 2005 and again in 2008, AJM was selected to conduct similar surveys for CAT service. In 2005 North Carolina State University service was included in the survey. The results of these surveys have been utilized for ongoing planning and service evaluation.

WESTCHESTER COUNTY DOT SURVEYS

1998, 2003, 2008 & 2010

Westchester County DOT, NY

Contact: Andrew Ziegler, Program Administrator, 914-813-7700, azz1@westchestergov.com

Key Staff: Andy Mundew, AJM Consulting

In the fall of 2010, AJM was retained by Westchester County DOT to conduct an onboard survey for their Weekday, Saturday and Sunday service. Various summaries, including digital route profiles were developed. Nelson Nygaard was responsible for the development of the route profiles. The results were used for marketing, customer service and the development of demand areas.

In the fall of 2008, AJM was retained by Westchester County DOT to survey all transit trips for a typical Weekday, Saturday and Sunday. The survey encompassed 5000 platform hours and two operating facilities. Boardings and alightings by stop and trip were developed from the survey. Schedule adherence and running times by trip were also developed. The survey summaries were

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delivered four months after authorization to proceed. The survey results are being utilized by WCDPW&T staff on an ongoing basis.

As a subcontractor to Urbitran, AJM conducted the Passenger Count Survey in 2003. The results were a companion to an onboard survey and a bus stop inventory. The passenger count survey results were utilized by WCDOT staff until AJM conducted a similar survey in the fall of 2008.

In 1998, AJM conducted a Passenger Count Survey as a subcontractor to RLS & Associates. The results of the survey were utilized as the database for a Comprehensive Operational Analysis.

COST PROPOSAL

The proposed project budget and schedule are presented in Figures 10 and 11 on the following pages.

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Figure 10 Proposed Budget

Nelson\Wygaard Labor Costs									
	Randy Farwell Principal V	Geoff Slater PIC Principal IV	Boris Palchik PM Senior Associate I	Cristina Barone DPM Associate IV	Briana Lovell Associate I	Creative Services	Intern	NN Labor	
Base Rate	65.46	65.46	50.91	46.91	28.00	46.91	18.18		
Overhead (150%)	98.18	98.18	76.37	70.37	42.00	70.37	27.27		
Profit (10%)	16.36	16.36	12.73	11.73	7.00	11.73	4.55		
Total Billing Rate	\$180.00	\$180.00	\$140.00	\$129.00	\$77.00	\$129.00	\$50.00	Hours	Cost
Task Description									
1 Project Initiation									
1.1 Kickoff Meeting/Refine Project Plan		8	16	8				32	\$4,712
1.2 Previous Plan Review and Market Overview			1		10		20	31	\$1,910
1.3 Stakeholder Meetings and Public Outreach			25	25				50	\$6,725
1.4 Online Survey			1	2	20		10	33	\$2,438
Task Total	0	8	43	35	30	0	30	146	\$15,785
2 Collection of System Data									
2.1 Ridecheck			4					4	\$560
2.2 Detailed Field Review			24	24				48	\$6,456
2.3 Transfer Analysis			4		16			20	\$1,792
2.4 Route Profiles				4	20		40	64	\$4,056
2.5 Route Ranking and System Performance				4	20		20	44	\$3,056
2.6 Produce State of the System Report		2	8	16	24		24	74	\$6,592
Task Total	0	2	40	48	80	0	84	254	\$22,512
3 Evaluation of System Data									
3.1 Evaluation of Poor and Strong-Performing Routes			12	12				24	\$3,228
3.2 Development and Evaluation of TDP-Recommended New Route Opportunities		4	8	16				28	\$3,904
3.3 Evaluation of Uptown/Downtown Connection			12	28				40	\$5,292
3.4 Evaluation of Passenger Information			4	4	12	8	16	44	\$3,832
3.5 Additional Support Services as Needed				10	6		11	27	\$2,302
3.6 Interim Technical Memorandum		2	8	16	24		24	74	\$6,592
Task Total	0	6	44	86	42	8	51	237	\$25,150
4 Synthesis and Recommendations									
4.1 Current Level System Improvements		16	16	20	28		8	88	\$10,256
4.2 System Expansion Improvements		16	16	20				52	\$7,700
4.3 Transit Technology	24			4				28	\$4,836
4.4 Draft and Final Report	8	4	24	16	24	4	24	104	\$11,148
Task Total	32	36	56	60	52	4	32	272	\$33,940
PROJECT MANAGEMENT			20	12				32	\$4,348
TOTAL HOURS	32	52	203	241	204	12	197	941	\$101,735
TOTAL COST	\$ 5,760	\$ 9,360	\$ 28,420	\$ 31,089	\$ 15,708	\$ 1,548	\$ 9,850		\$ 101,735

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										NN Direct Expenses	
Direct Expenses											
Travel	Units									#	Cost
Air Fare	trips	1	2	4	3					10	\$ 4,800
Unit Cost	\$ 400	\$ 200	\$ 600	\$ 400	\$ 600	\$ 400	\$ 400	\$ 400	\$ 400		
Hotel	nights	2	5	10	7					24	\$ 3,000
Unit Cost	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125		
Per Diem	days	2	5	10	7					24	\$ 1,104
Unit Cost	\$ 46	\$ 46	\$ 46	\$ 46	\$ 46	\$ 46	\$ 46	\$ 46	\$ 46		
Rental Cars and Gas	days			10						10	\$ 1,000
Unit Cost	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100		
Other Ground Transportation (Mileage, Transit, Parking)	days	2	5	10	7					24	\$ 480
Unit Cost	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20		
Communication/Postage											\$ 100
Printing/Reproduction/Supplies											\$ 300
Meeting Materials											\$ 100
Subtotal - Direct Expenses											\$ 10,884
Total Cost (Labor + Direct Expenses)											\$ 112,619

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			Subconsultant Costs					Total Labor Costs	
			Subconsultant I						
							Subconsultant I Labor		
			Manager	Supervisor	Technical Staff	Surveyors			
	Base Rate Overhead (150%) Profit (10%) Total Billing Rate	\$105.00	\$75.00	\$45.00	\$15.75	Hours	Cost		
Task	Description								
1	Project Initiation								
1.1	Kickoff Meeting/Refine Project Plan					0	\$0	\$4,712	
1.2	Previous Plan Review and Market Overview					0	\$0	\$1,910	
1.3	Stakeholder Meetings					0	\$0	\$6,725	
1.4	Online Survey					0	\$0	\$2,438	
	Task Total		0	0	0	0	\$0	\$15,785	
2	Collection of System Data								
2.1	Ridecheck		76	72	176	748	1072	\$33,081	\$33,641
2.2	Detailed Field Review						0	\$0	\$6,456
2.3	Transfer Analysis						0	\$0	\$1,792
2.4	Route Profiles						0	\$0	\$4,056
2.5	Route Ranking and System Performance						0	\$0	\$3,056
2.6	Produce State of the System Report						0	\$0	\$6,592
	Task Total		76	72	176	748	1,072	\$33,081	\$55,593
3	Evaluation of System Data								
3.1	Evaluation of Poor and Strong-Performing Routes						0	\$0	\$3,228
3.2	Development and Evaluation of TDP-Recommended New Route Opportunities						0	\$0	\$3,904
3.3	Evaluation of Uptown/Downtown Connection						0	\$0	\$5,292
3.4	Evaluation of Passenger Information						0	\$0	\$3,832
3.5	Additional Support Services as Needed						0	\$0	\$2,302
3.6	Interim Technical Memorandum						0	\$0	\$6,592
	Task Total		0	0	0	0	0	\$0	\$25,150
4	Synthesis and Recommendations								
4.1	Current Level System Improvements						0	\$0	\$10,256
4.2	System Expansion Improvements						0	\$0	\$7,700
4.3	Transit Technology						0	\$0	\$4,836
4.4	Draft and Final Report						0	\$0	\$11,148
	Task Total		0	0	0	0	0	\$0	\$33,940
PROJECT MANAGEMENT							0	\$0	\$4,348
TOTAL HOURS			76	72	176	748	1,072		
TOTAL COST			\$ 7,980	\$ 5,400	\$ 7,920	\$ 11,781		\$ 33,081	\$ 134,816

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						Subconsultant I Direct Expenses		
Direct Expenses								
Travel	Units					#	Cost	Total Direct Expenses
Air Fare	trips		1			1	450	
Unit Cost	\$ 400	\$ 400	\$ 450	\$ 400	\$ 400			
Hotel	nights					0	0	
Unit Cost	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125			
Per Diem	days		9			9	1620	
Unit Cost	\$ 46	\$ 46	\$ 180	\$ 46	\$ 46			
Rental Cars and Gas	days		9			9	630	
Unit Cost	\$ 100	\$ 20	\$ 70	\$ 100	\$ 100			
Other Ground Transportation (Mileage, Transit, Parking)	days					0	0	
Unit Cost	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20			
Communication/Postage		350					\$ 350	
Printing/Reproduction/Supplies		1250					\$ 1,250	
Meeting Materials							\$ -	
Subtotal - Direct Expenses							\$ 4,300	
Total Cost (Labor + Direct Expenses)							\$ 37,381	\$ 150,000

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Figure 11 Proposed Schedule

Task	Description	2014																																								
		March			April			May			June			July			August			September			October			November																
		3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24		
1	Project Initiation																																									
1.1	Kickoff Meeting/Review Project Plan																																									
1.2	Previous Plan Review and Market Overview																																									
1.3	Stakeholder Meetings and Public Outreach																																									
1.4	Online Survey																																									
2	Collection of System Data																																									
2.1	Ridecheck																																									
2.2	Detailed Field Review																																									
2.3	Transfer Analysis																																									
2.4	Route Profiles																																									
2.5	Route Ranking and System Performance																																									
2.6	Produce State of the System Report																																									
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3.2	Development and Evaluation of TDP-Recommended New Route Opportunities																																									
3.3	Evaluation of Upbound/Downbound Connection																																									
3.4	Evaluation of Passenger Information																																									
3.5	Additional Support Services as Needed																																									
3.6	Interim Technical Memorandum																																									
4	Synthesis and Recommendations																																									
4.1	Current Level System Improvements																																									
4.2	System Expansion Improvements																																									
4.3	Transit Technology																																									
4.4	Draft and Final Report																																									



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5741

County Administrator's Report 9. 1.

BCC Regular Meeting

Discussion

Meeting Date: 03/06/2014

Issue: Feral Cats

From: Grover Robinson, District 4 Commissioner

Organization: Board of County Commissioners

CAO Approval:

RECOMMENDATION:

Discussion Concerning Community/Feral Cats - Commissioner Grover C. Robinson, IV, District 4

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5725

County Attorney's Report 9. 1.

BCC Regular Meeting

Action

Meeting Date: 03/06/2014

Issue: Schedule a Public Hearing to Consider Adoption of an Ordinance Extending the Temporary Moratorium Enacted by Ordinance No. 2013-30

From: Charles Peppler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing on March 18, 2014 at 2:01 p.m. to Consider Adoption of an Ordinance Extending the Temporary Moratorium Enacted by Ordinance No. 2013-30 for an Additional Six Months.

That the Board authorize scheduling a Public Hearing on March 18, 2014 at 2:01 p.m. to consider adoption of an ordinance extending the temporary moratorium enacted by Ordinance No. 2013-30 for an additional six months.

BACKGROUND:

On July 26, 2013, the Board adopted Ordinance No. 2013-30 imposing a temporary moratorium on the processing of applications for, and the issuance of, permits, development orders, DRC approvals, administrative approvals, or other approval of any type for any new construction of solid waste management facilities, resource recovery systems and other facilities while the County staff drafts land use regulations relating to these facilities and systems and undertakes a comprehensive review of its land use regulations for these types of facilities. County staff has presented an ordinance concerning materials resource facilities (MRF) for adoption at the February 18, 2014 meeting but additional regulations will be needed for other types of solid waste management facilities and resource recovery systems. An extension of the temporary moratorium is needed for County staff to complete this process of review of the Land Development Code and other regulations and to prepare drafts of proposed ordinances and regulations.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance has been prepared by Charles V. Peppler, Deputy County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Proposed Ordinance

ORDINANCE NUMBER 2014-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA EXTENDING A TEMPORARY MORATORIUM ON THE ISSUANCE OF ANY PERMITS, DEVELOPMENT ORDERS OR OTHER APPROVAL FOR ANY NEW CONSTRUCTION OF SOLID WASTE MANAGEMENT OR DISPOSAL FACILITIES, RECOVERED MATERIALS PROCESSING FACILITIES, WASTE TO ENERGY FACILITIES, SOLID WASTE COMBUSTOR SYSTEMS, TRANSFER STATIONS, RESOURCE RECOVERY SYSTEMS, MIXED WASTE PROCESSING FACILITIES OR ANY OTHER SIMILAR FACILITIES; PROVIDING FOR THE DURATION OF SUCH MORATORIUM; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 26, 2013, the Board of County Commissioners of Escambia County adopted Ordinance No. 2013-30 imposing a temporary moratorium on the processing of applications for, and the issuance of, permits, development orders, DRC approvals, administrative approvals, or other approval of any type for any new construction of solid waste management facilities, resource recovery systems and other facilities as described in Ordinance No. 2013-30; and

WHEREAS, the County's Land Development Code provides for the siting of landfills, borrow pits and reclamation activities associated with borrow pits, but does not specifically address container to container transfer stations, recovered materials processing facilities, waste to energy systems or other solid waste management facilities only describing these facilities as "solid waste transfer stations, collections points, and/or processing facilities"; and

WHEREAS, Florida Statutes and Florida Administrative Code have defined these types of facilities and systems; and

1 WHEREAS, the Board of County Commissioners held its first public hearing on
2 February 6, 2014, and held its second public hearing on February 18, 2014, to adopt
3 Ordinance No. 2014-___ defining a materials recovery facility (MRF) consistent with
4 §403.703(19), Fla. Stat. and imposing performance standards for a MRF, other parts of
5 the Land Development Code still require revision and amendment concerning the use of
6 the terms "solid waste transfer stations, collection points and/or processing facilities";
7 and

8 WHEREAS, there is a rational relationship for a moratorium to be imposed and to
9 be extended so as to allow the County to preserve the status quo while it formulates
10 land use regulations relating to these facilities and systems and undertakes a
11 comprehensive review of its land use regulations and performance standards for the
12 siting and operation of these facilities and systems during the extended moratorium
13 period; and

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

17 WHEREAS, the recitation of findings set forth in Ordinance No. 2013-30 are
18 hereby adopted and incorporated by reference.

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

21 Section 1. Part I of the Escambia County Code of Ordinances, Chapter 82, Article V,
22 Landfills and other Disposal Facilities, is hereby amended to read as follows:

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

Moratorium.

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

B. Declaration of Moratorium.

1. The Board of County Commissioners hereby declares that processing applications for, and the issuance of, permits, development orders, DRC approvals, administrative approvals, or an approval of any type for a new solid waste management facility, solid waste disposal facility, ~~materials recovery facility~~, recovered materials processing facility, waste to energy facility, solid waste combustor system, transfer station, resource recovery system, mixed waste processing facility, volume reduction plant or any other similar facility or system, shall temporarily cease immediately upon the effective date of this ordinance, for the period set forth in Paragraph C, following.
2. The moratorium imposed by this ordinance shall prohibit the processing of future land use map amendments or zoning map amendments for the purpose of establishing areas for the operation of the above described facilities and any similar facilities.
3. This moratorium is not intended to affect nor shall it affect expansion of those solid waste management facilities, now existing, including the Palafox Transfer Station and the Perdido Landfill, and any materials

1 recovery facility (MRF) provided for by Ordinance No. 2014- legally in
2 operation as of the effective date of this ordinance.

3 C. Duration of Moratorium. This moratorium imposed by this ordinance shall
4 automatically expire on ~~April 21, 2014~~ October 19, 2014, unless prior to such expiration,
5 the Board of County Commissioners, after holding a public hearing, finds and
6 determines that it is necessary to extend the moratorium for a limited and specified
7 additional time period or upon adoption of amendments to the Land Development Code
8 contemplated by the moratorium to prevent adverse off-site impacts and incompatibility
9 of uses.

10 D. Jurisdiction. This ordinance imposing the foregoing moratorium shall apply to all
11 incorporated and unincorporated areas of Escambia County unless a municipality shall
12 expressly exclude itself by resolution.

13 Section 2. Severability.

14 It is declared the intent of the Board of County Commissioners that any
15 subsection, clause, sentence, provision or phrase of this ordinance is held to be invalid
16 or unconstitutional by a court of competent jurisdiction, such invalidity or
17 unconstitutionality shall not be so construed as to render invalid or unconstitutional the
18 remaining provisions of this ordinance.

19 Section 3. Inclusion in the Code.

20 It is the intention of the Board of County Commissioners that the provisions of
21 this ordinance shall become and be made part of the Escambia County Code; and that
22 the sections of this ordinances may be renumbered or relettered and the word

1 "ordinance", may be changed to "section", "article", or such other appropriate word or
2 phrase in order to accomplish such intention.

3 Section 4. Effective Date.

4 This ordinance shall become effective upon its filing with the Department of
5 State.

6 DONE AND ENACTED this ____ day of _____, 2014.

7
8 BOARD OF COUNTY COMMISSIONERS
9 ESCAMBA COUNTY, FLORIDA
10
11
12

13
14 _____
By: Lumon J. May, Chairman

15 ATTEST: Pam Childers
16 Clerk of the Circuit Court

17 This document approved as to form
18 and legal sufficiency.

19 _____
Deputy Clerk

20 By: _____
21 Title: _____
22 Date: _____
23

24 ENACTED:

25
26 FILED WITH DEPARTMENT OF STATE:

27
28 EFFECTIVE:



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5778

County Attorney's Report 9. 2.

BCC Regular Meeting

Action

Meeting Date: 03/06/2014

Issue: MOU with the Escambia County Sheriff's Office for Bail Bond Agent Registrations

From: Kerra Smith, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Memorandum of Understanding (MOU) Between the Board of County Commissioners of Escambia County, Florida, and the Sheriff of Escambia County for the Escambia County Jail to Accept Bail Bond Agent Registrations on Behalf of the Sheriff.

That the Board approve and authorize the Chairman to execute the MOU that will allow the Escambia County Jail to accept bail bond agent registrations on behalf of the Sheriff.

BACKGROUND:

Section 648.42, Florida Statutes, requires that all bail bond agents register with the Sheriff's Office and the Clerk of the Circuit Court in the county that the agent resides before becoming a surety on any undertaking. Historically, the Sheriff accepted these registrations at the Escambia County Jail. The jail has continued to accept and maintain these registrations since transitioning under the Board of County Commissioners. The jail desires to continue to accept and maintain these registrations to simplify its ability to identify the agents who are qualified to execute bonds and suspend the bonding privileges of those agents whose qualifications have lapsed or been suspended.

BUDGETARY IMPACT:

The MOU will not have a budgetary impact on the County.

LEGAL CONSIDERATIONS/SIGN-OFF:

The MOU was reviewed and approved as to legal sufficiency by Kerra A. Smith, Assistant County Attorney.

PERSONNEL:

The MOU will not result in the need for additional personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

BCC Policy Section II, B.8., states that resolutions, agreements, and contracts shall be drafted or received for review by the legal staff.

IMPLEMENTATION/COORDINATION:

Once the MOU is executed, the Escambia County Jail will continue to accept bail bond agent registrations in the same manner as previously accepted by the Sheriff. The MOU will be forwarded to the Escambia County Clerk of the Circuit Court for coordination of the agent registrations required by Section 648.42, Florida Statutes.

Attachments

Addendum to MOU with Legal Sign-Off

Original MOU Dated September 24, 2013

**ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AND SHERIFF OF ESCAMBIA COUNTY**

This Addendum, hereinafter referred to as "the Agreement," is entered into on this 6th day of March, 2014, by and between the Escambia County Board of County Commissioners ("the County"), a political subdivision of the State of Florida, and the Sheriff of Escambia County ("the Sheriff"), and hereby represents an addendum to the Memorandum of Understanding (MOU) between the Escambia County Board of County Commissioners and the Sheriff of Escambia County dated September 24, 2013, supplementing the terms and conditions for Registration of Bail Bond Agents pursuant to Florida Statute 648.42 in Escambia County.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants set forth under the MOU between the Escambia County Board of County Commissioners and the Sheriff of Escambia County, the Sheriff's Office and the County agree to the following Addendum as an additional provision to the existing MOU:

The Sheriff's Office through this Agreement, and to the extent permitted by Florida law, hereby authorizes the County to serve as the Sheriff's designee to receive bail bond agent registrations at the Escambia County Jail on behalf of the Sheriff for the limited purpose of complying with Section 648.42, Florida Statutes. The Jail will accept bail bond agent registrations at a location designated by the County, and maintain said registrations, bail bond agent appointments by power of attorney, and all renewed filings, as required by Section 648.42, Florida Statutes. The Jail shall not permit the registration of a bail bond agent unless such bail bond agent is currently licensed and appointed by the Department of Financial Services.

All other terms and conditions of the Memorandum of Understanding between the Escambia County Board of County Commissioners and the Sheriff of Escambia County dated September 24, 2013, remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida, through its Board of County Commissioners, signing by and through its duly authorized Chairman and the Sheriff of Escambia County.

COUNTY:
Escambia County, Florida, Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: _____
Lumon May, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

This document approved as to form and legal sufficiency.

By: _____
Title: Assistant County Attorney
Date: 2/25/14

SHERIFF:
ESCAMBIA COUNTY SHERIFF'S OFFICE

David Morgan, Sheriff

9/24/2013 #6

**MEMORANDUM OF UNDERSTANDING BETWEEN
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AND SHERIFF OF ESCAMBIA COUNTY**

This Memorandum of Understanding, hereinafter referred to as "the Agreement," is entered into on this 24th day of September, 2013, by and between Escambia County Board of County Commissioners ("the County"), a political subdivision of the State of Florida, and the Sheriff of Escambia County ("the Sheriff").

WHEREAS, in April 1994, the County enacted ordinances designating the Sheriff as the Chief Correctional Officer for the Escambia County Correctional System, and the parties further entered into a memorandum of understanding to effectuate the transfer of responsibility for the Escambia County Jail from the County to the Sheriff; and

WHEREAS, on June 20, 2013, the Board of County Commissioners approved a transfer of responsibility for the Escambia County Jail from the Sheriff to the County, repealed those ordinances designating the Sheriff as the Chief Correctional Officer, and terminated the memorandum of understanding, with all actions effective on October 1, 2013; and

WHEREAS, the County and the Sheriff agree that the purpose of this Agreement is to provide the basis for coordinating the orderly transfer of responsibility for the Escambia County Correctional System from the Sheriff to the County, and to further delineate the respective obligations and liabilities of the parties regarding this transfer of responsibility.

NOW, in consideration of the promises and covenants contained herein, the County and the Sheriff agree and covenant each with the other as follows:

Date: 9/25/2013 Verified By: J. Carver

A. TRANSFER OF CONTROL

1. Operation and control.

At 12:01 a.m. on October 1, 2013 (the "Commencement Date"), the County assume management of the Escambia County Jail and shall designate the chief correctional officer for the Escambia County Jail. For the purpose of this Agreement, "Escambia County Jail" shall be deemed to include the Escambia County Main Jail, the Escambia County Central Booking and Detention Facility, the Video Visitation Facility contained within the Sheriff's Training Facility, and additional ancillary and shared spaces and facilities designated by the parties, and all employees (certified and non-certified) employed to work in these facilities, and all inmates incarcerated in the Escambia County Jail. Effective on the Commencement Date, the County shall assume full responsibility for the operation of the Escambia County Jail and for all employees transferred from the employment of the Sheriff to the employment of the County pursuant to this Agreement.

The County shall operate, maintain, and manage the Escambia County Jail in compliance with all applicable federal and state laws and regulations. The operation and management of the Escambia County Jail shall include all necessary requirements regarding staffing/personnel, food services, health services, laundry and detainee clothing, transportation, telecommunications, recreation, legal, visitation, commissary, provision of basic essentials, treatment programs, and records. Unless otherwise agreed to in an amendment to this Agreement or in a separate agreement, the Sheriff shall not be responsible for providing the aforementioned services to the Escambia County Jail on or after the Commencement Date.

2. Liability and indemnification between the parties.

The County shall accept responsibility and liability for any and all occurrences caused by the operation and maintenance of the Escambia County Jail beginning on the Commencement Date. The County shall, to the extent permitted by law, indemnify and hold the Sheriff, and his officers, agents, and employees harmless against any and all claims arising on or after the Commencement Date from the conduct, management, or performance of this Agreement, including without limitation, any and all claims arising from the conditions of this Agreement, or arising from any act of negligence of the County, or any of its agents, subcontractors, servants, employees, or licensees, arising from any accident, injury, or damage whatsoever caused to any person, firm, or corporation, and from and against all costs, reasonable attorney's fees, expenses, and liabilities incurred in or about any such claim, action, or proceeding brought thereon; and in the event that any action or proceeding is brought against the Sheriff by reason of such claim, the County, upon notice from the Sheriff, shall defend the Sheriff against such action or proceeding.

The Sheriff shall accept responsibility and liability for any and all occurrences caused by the operation and maintenance of the Escambia County Jail prior to the Commencement Date. The Sheriff shall, to the extent permitted by law, indemnify and hold the County, and its officers, agents, and employees harmless against any and all claims arising on or after the Commencement Date from the conduct, management, or performance of this Agreement, including without limitation, any and all claims arising from the conditions of this Agreement, or arising from any act of negligence of the Sheriff, or any of its agents, subcontractors, servants, employees, or licensees, arising

from any accident, injury, or damage whatsoever caused to any person, firm, or corporation, and from and against all costs, reasonable attorney's fees, expenses, and liabilities incurred in or about any such claim, action, or proceeding brought thereon; and in the event that any action or proceeding is brought against the County by reason of such claim, the Sheriff, upon notice from the County, shall defend the County against such action or proceeding.

Neither the County nor the Sheriff shall waive, release, or otherwise forfeit any defense which the other party may have regarding claims arising from or made in connection with the operation of the Escambia County Jail. The County and the Sheriff shall preserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by law. This provision shall include any defenses that the County or Sheriff may have regarding litigation, losses, and costs resulting from claims or litigation pending before the Commencement Date or arising thereafter from incidents which occurred prior to the Commencement Date.

3. Funding.

The County and the Sheriff shall each provide funding for the transfer of control and operations of the Escambia County Jail.

The parties agree that, subject to appropriation by the Escambia County Board of County Commissioners, during fiscal year 2013-14, the Sheriff's Law Enforcement budget funded from the County's General Fund shall be as follows:

Personnel:	\$40,004,586.00
Operating:	\$5,736,019.00

Capital: \$60,000.00

The parties agree that, subject to appropriation by the Escambia County Board of County Commissioners, during fiscal year 2013-14, the Sheriff's Court Security budget funded from the County's General Fund shall be as follows:

Personnel: \$2,302,311.00

Operating: \$10,000.00

Capital: \$0.00

The parties agree that the combined total of these budgets shall not exceed \$48,112,916.00 unless duly-amended by the Escambia County Board of County Commissioners.

a. Inmate Welfare Fund and Inmate Trust Fund.

The Sheriff shall transfer all assets, less current liabilities, of the Inmate Welfare Fund and the Inmate Trust Fund to the County on the Commencement Date.

b. Local Option Sales Tax revenues.

The County agrees to reallocate the proceeds of the Local Option Sales Tax previously designated for the Sheriff according to a schedule attached and incorporated as Exhibit "A" to this Agreement.

c. Training costs and Section 938.15 criminal justice education funding.

The County and the Sheriff agree that \$50,000.00 of the existing reserve from funds derived as a result of Section 938.15, Florida Statutes, will be designated solely for use by the Escambia County Jail. Beginning on the

Commencement Date, the Sheriff shall be entitled to 100.0% of all revenues received pursuant to Section 938.15, Florida Statutes.

The Sheriff also agrees to provide the County with reasonable access to and use of the Sheriff's training facility located at 1190 West Leonard Street in Pensacola, Florida.

This subsection shall not control or limit the allocation or distribution of any appropriations, funding, or revenues by either party other than those revenues received pursuant to Section 938.15, Florida Statutes.

d. Concentra health clinic services

On and after the Commencement Date, the County agrees to provide funding for Concentra health clinic services in an amount equivalent to forty percent (40.0%) of the Sheriff's share of funding under its contract with Concentra existing prior to the Commencement Date. The Sheriff's funding obligations shall be reduced by an equivalent amount. If the Sheriff enters into a new contract with Concentra, then the Sheriff agrees to be solely responsible for any increases or other changes to its share of funding.

4. Psychologist services.

On and after the Commencement Date, upon request by the Sheriff, the County shall provide reasonable psychologist services, including, but not limited to, psychological screening of applicants for employment, to the County at no additional charge to the Sheriff.

B. TRANSFER OF PERSONNEL

1. Transfer of employees from Sheriff to BCC.

The employees of the Escambia County Jail, as defined herein, including all certified correctional officers and non-certified employees who accept offers of County employment, shall become County employees on and after the Commencement Date, and the County shall take full responsibility for all labor and employment matters for all such employees beginning on the Commencement Date. On and after the Commencement Date, the Sheriff shall have no obligation, responsibility, or liability for any compensation or other benefits for the employees transferred to the County incurred on or after the Commencement Date. However, the Sheriff shall remain liable for compensation or other benefits arising from events occurring prior to the Commencement Date, including any workers' compensation claims for compensable injuries, arbitration decisions regarding employee discipline and contract breaches, and conditions occurring prior to the Commencement Date. The Sheriff shall also remain liable for any claim or cause of action brought by an employee based on her or his employment which accrues prior to the Commencement Date.

For the purpose of this Agreement, an employee of the Escambia County Jail shall be deemed to be an employee of the County on the Commencement Date when the employee accepts the County's offer of employment and submits all documentation as required by federal law, state law, and the County's internal policies and procedures. The parties agree that the employees transferred hereunder are not intended as third-party beneficiaries under this Agreement.

Notwithstanding any employee's acceptance of an employment offer pursuant to this Agreement, the Sheriff shall pay, and remain liable for, any and all wages inclusive of overtime, salaries, and benefits for Escambia County Jail employees for time worked until 11:59 P.M. on September 30, 2013. At 12:00 a.m. on October 1, 2013, the County shall become liable for any and all wages, salaries, and benefits for Escambia County Jail employees for time worked on and after the Commencement Date. The Sheriff shall issue final paychecks for transferred Escambia County Jail employees on October 25, 2013.

The Sheriff shall remain liable for any Fair Labor Standards Act compensatory time accrued or earned prior to the Commencement Date. The County shall indemnify and hold the Sheriff harmless for any loss occasioned by a claim for payment of leave by an Escambia County Jail employee that is filed on and after the Commencement Date, including, but not limited to, any claim for leave accrued and earned prior to the Commencement Date other than Fair Labor Standards Act compensatory time.

2. Benefits.

The Sheriff shall be responsible for all required contributions and payments required by the Florida Retirement System for any Escambia County Jail employees (excluding employees of the Road Prison) who retire on a date effective prior to the Commencement Date. These employees shall remain covered under the Sheriff's health insurance policies. The County shall be responsible for all required contributions and payments required by the Florida Retirement System for any Escambia County Jail employees who retire on a date effective on or after the Commencement Date.

3. Collective bargaining agreements.

The parties agree that the intent of this Agreement is not to transfer or assign any collective bargaining agreements presently existing between the Sheriff and any certified bargaining unit under Chapter 447, Florida Statutes, and that any collective bargaining agreements shall only remain effective as required by Florida law.

C. TRANSFER OF PROPERTY:

1. Physical building.

On the Commencement Date, the County shall assume exclusive physical possession of the Escambia County Jail. The County and the Sheriff may agree to reasonable guidelines authorizing use by the Sheriff and his employees. The County shall be responsible for issuing any authorizations, clearances, identifications, and necessary equipment thereto, for the purpose of gaining entry and access to the Escambia County Jail.

The parties agree to designate certain areas of the Escambia County Jail and other properties for shared use by the parties and to designate other areas and properties for the exclusive use of each party. The parties shall develop a diagram of shared spaces and functions that shall be attached and incorporated as Exhibit "B" to this Agreement. The parties agree that Exhibit "B" is exempt from disclosure as a public record pursuant to Section 119.071(3)(b), Florida Statutes, and agree to release Exhibit "B" only with the written consent of the other party.

Each party shall be solely liable for the acts or omissions of its agents and employees while utilizing a shared space as designated by this Agreement, and shall indemnify and hold the other party harmless for any claim or cause of action brought

against it as a result of such acts or omissions in a shared space by its agents and employees.

If any records are transferred to, from, or within a facility pursuant to this subsection, the transferring party shall be solely responsible for copying, at its own expense, any records it deems necessary to retain on and after the Commencement Date. The County agrees to retain records pursuant to Florida's public records law and to cooperate and provide copies of needed records back to the Sheriff when necessary.

The County agrees to remove all Sheriff insignias and logos from Escambia Jail facilities on or before January 1, 2014.

The County shall pay for any modifications or construction activities to Escambia Jail facilities that it deems necessary on or before the Commencement Date.

The parties agree that this subsection is intended to govern the allocation of physical spaces from the Commencement Date until April 1, 2014. On or after April 1, 2014, the parties shall meet to review the allocation of physical spaces and to negotiate a subsequent or permanent space allocation agreement. Notwithstanding, the allocation described more particularly in Exhibit "B" shall govern the parties until such time as they enter into a new agreement.

2. Existing inventory, movable equipment, and perishables.

On the Commencement Date, the Sheriff shall grant the County the exclusive use and possession of all inventory, movable equipment, and perishables, unless otherwise specifically referenced in this subsection, presently located on the premises of or otherwise used in the operation of the Escambia County Jail. Within one (1) week prior to the Commencement Date, the County and the Sheriff shall jointly prepare an

inventory listing, noting the condition of all such inventory, movable equipment and perishables, and the same shall be maintained by the Sheriff in the normal condition and quantity until the Commencement Date. The County shall be responsible for the removal, disposal, maintenance, repair, and replacement of all inventory, movable equipment, and perishables during the term of this Agreement on and after the Commencement Date. For each position or employee transferring to the County the furniture and office supplies associated with that position or employee shall also transfer.

a. Vehicles and maintenance.

On the Commencement Date, the County shall assume care, custody, and control of those vehicles that have been designated for use in the operation of the Escambia County Jail. The County agrees to accept such vehicles in their condition and the Commencement Date and discharges the Sheriff from any warranty obligations for such vehicles. On and after the Commencement Date, the County shall be solely responsible for insuring and maintaining all vehicles subject to this Agreement. The County shall be solely responsible for transferring title to said vehicles at its own expense. The County agrees to remove all Sheriff insignias and logos by the Commencement Date; notwithstanding, if the County is unable to remove such insignias and logos from a vehicle by the Commencement Date, the County agrees to not operate that vehicle until all Sheriff insignias and logos have been removed from the vehicle. A list of the vehicles that shall be transferred from the Sheriff to the County on

the Commencement Date is attached and incorporated as Exhibit "C" to this Agreement.

On and after the Commencement Date, the County may utilize any garage including but not limited to any garage operated by the Sheriff for the purpose of automotive maintenance and repair. The Sheriff shall not charge the County for any reasonable labor costs for automotive maintenance. The County shall pay the reasonable cost of any parts required for automotive maintenance. The County shall furnish the Sheriff with inmate labor for use in the Sheriff's garages; the provision of such labor shall be governed by Chapter 951, Florida Statutes, and by other state laws and regulations.

b. Weapons and ammunition.

The Sheriff agrees to provide the County with a quantity of ammunition equivalent to the amount expended by Escambia County Jail personnel employed by the Sheriff during the two years immediately preceding the Commencement Date. The Sheriff shall supply Escambia County with this quantity of ammunition on an as needed basis until the Sheriff has provided this amount to Escambia County.

c. Polygraph equipment.

On the Commencement Date, the Sheriff agrees to transfer the care, custody, and control over one polygraph machine to the County at no cost to the Sheriff. Upon request by the County, the Sheriff shall provide reasonable polygraphist services to the County for Escambia County Jail employees or candidates at no additional charge to the County.

d. Intoxilyzer equipment.

On and after the Commencement Date, the Sheriff agrees to retain the custody, and control over all intoxilyzer equipment located at the Escambia County Jail at no cost to the County.

e. Gymnasium equipment.

On and after the Commencement Date, Escambia County Correctional System employees shall not have access to any fitness centers maintained and operated by the Sheriff.

f. Phone and radio equipment.

On the Commencement Date, the Sheriff agrees to transfer the care, custody, and control over any phone and radio equipment, including a definite quantity of seventy-four (74) cellular phones, as set forth in Exhibit "D" to this agreement, and related contact numbers issued to correctional employees. The County shall take reasonable steps to contact any telecommunication service providers and request that any open accounts be assigned to the County. On and after the Commencement Date, the County shall assume responsibility for paying all fees for cellular phones provided to Escambia County Jail employees pursuant to this Agreement, and shall pay all other line and maintenance expenses for the same.

The Sheriff further agrees to maintain, and provide the County access to, the previously-installed private branch exchange (PBX) system and appurtenant equipment necessary for operation of Escambia County Jail phone lines until either the County installs a voice-over-internet-protocol (VOIP) system and

appurtenant equipment for the Escambia County Jail, or February 1, 2014, whichever occurs earlier. All PBX-based phone numbers shall be ported to the County's VOIP system within a reasonable timeframe from installation of the VOIP system.

g. Video surveillance and telephone recordings.

On and after the Commencement Date, the County shall become custodian of video surveillance footage and inmate telephone recordings that it may obtain through its operation of the Escambia County Jail. The County shall provide the Sheriff with unlimited access to such video surveillance footage and telephone recordings for any legitimate criminal justice purpose. The Sheriff shall indemnify and hold the County harmless for any legal claim or cause of action arising from its use of such surveillance footage or telephone recordings after it has received the same from the County.

3. Uniforms and insignias.

On and after the Commencement Date, all employees subject to this Agreement shall replace any badges, insignias, logos, patches, or other forms of identifications belonging to the Sheriff with a County-issued replacement identifying the employee as an employee of the County. All of the Sheriff's badges, insignias, logos, patches or other forms of identification shall be returned to the Sheriff.

4. Records.

On and after the Commencement Date, except as otherwise provided under this subsection, the County shall become the sole custodian of all records located at the Escambia County Jail, including inmate records and related medical records. In serving

as the custodian of records, the County shall adhere to all federal and state laws governing confidentiality and disclosure, including, but not limited to, HIPAA and the Florida Public Records Act. The County agrees to hold harmless and indemnify the Sheriff for any claim or cause of action caused by the unlawful disclosure of any protected information under federal or state law subsequent to the Commencement Date. The County will provide the Sheriff with access to all records relating to inmate health care prior to the Commencement Date under any circumstance in which an individual would be entitled to access the records under HIPAA, any other federal law, or Florida law, or for use in any litigation brought against the Sheriff for which access to such records is reasonably necessary.

Any e-mail records or other electronic records not specifically transferred to the County on the Commencement Date shall remain the property of the Sheriff and the Sheriff shall remain the sole custodian of such records.

5. Inmate identification badges.

Before or on the Commencement Date, the County agrees to provide new identification badges for Escambia County Jail inmates who work outside of Escambia County Jail that do not bear or otherwise contain the Sheriff's insignia or logo. Before or on July 1, 2014, the County agrees to provide new identification badges for all other Escambia County Jail inmates; provided, however, that it shall physically conceal or otherwise obliterate all Sheriff's insignias or logos on existing badges before or on the Commencement Date.

D. TRANSFER OF EXISTING AGREEMENTS:

1. General contracts, agreements, and licenses.

The County shall assume all rights and duties in relation to the management and operation of the Escambia County Jail, as herein defined. The County shall take all practicable and reasonable steps to assume and undertake all legal rights and commitments, contracts, or other obligations entered into or assumed by the Sheriff in connection with the management and operation of the Escambia County Jail. All such rights and obligations, including the administration of any grants that are currently awarded to the Sheriff, shall be performed by the County to the same extent as required of the Sheriff. The Sheriff shall cooperate and assist in whatever manner necessary to transfer these contractual rights and obligations that are otherwise required to be assigned from the Sheriff to the County in as expeditious a manner as is possible.

2. Computer-specific licenses.

The County and the Sheriff shall cooperate in the transfer and assignment of any agreements, contracts, or licenses governing the purchase, maintenance, operation, or use of any computer hardware, software, networks, and support equipment. The County and the Sheriff shall jointly compile a list of all such agreements, contracts, or licenses and the disposition of each upon the Commencement Date. A copy of this list shall be attached and incorporated as Exhibit "E" to this Agreement. Additionally, unless otherwise specified pursuant to Exhibit "E" all software and related licenses installed on transferred equipment prior to Commencement Date shall remain installed on transferred equipment on and after the Commencement Date.

The County shall be liable for all maintenance and other related costs of transferred computer hardware, software, networks, and support equipment on and after the Commencement Date. Effective the Commencement Date, the Sheriff is transferring 220 computers with installed software to the County for Detention purposes. The Sheriff warrants, holds the County harmless, and indemnifies the County to the extent allowed by law, that these 220 computers are legally and properly licensed for Microsoft Windows, Microsoft Office, Microsoft CoreCal and Microsoft SQLCAL.

The parties agree to cooperate in developing and entering into any interagency agreements that may be necessary for the sharing of criminal justice information on and after the Commencement Date.

E. MISCELLENEOUS PROVISIONS:

1. Records.

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended.

2. Assignment.

The Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

3. Headings.

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

4. Survival.

All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

5. Interpretation.

For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

6. Severability.

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and

the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

7. Further Documents.

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

8. Notices.

All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

County

County Administrator
Escambia County
Post Office Box 1591
Pensacola, Florida 32591

Sheriff

David Morgan, Sheriff
Escambia County Sheriff's Office
1700 West Leonard Street
Pensacola, FL 32521

9. Prior Agreements Superseded.

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

10. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

11. No Waiver.

The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

12. Termination.

This Agreement may be terminated by mutual written agreement of both parties.

13. Effective Date.

This Agreement shall become effective when filed in the Office of the Clerk of the Circuit Court and Comptroller of Escambia County, Florida. The County shall be responsible for such filing.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida

through its Board of County Commissioners, signing by and through its duly authorized
Chairman and the Sheriff of Escambia County.

COUNTY:

**Escambia County, Florida Board of
County Commissioners**, a political
subdivision of the State of Florida acting
State of Florida acting through its duly
authorized Board of County Commissioners
signing by and through its Chairman.

By: _____

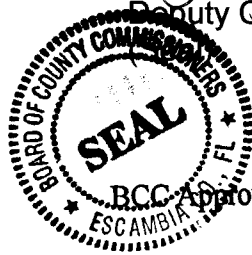
Gene M. Valentino
Gene M. Valentino, Chairman

Date: 9-24-2013

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

By: _____

Elizabeth Carow
Deputy Clerk



This document approved as to form
and legal sufficiency

By: _____

Title _____

Date _____

9/23/13

County Attorney

SHERIFF:

ESCAMBIA COUNTY SHERIFF'S OFFICE

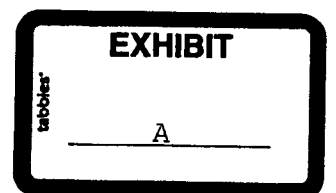
David Morgan, Sheriff

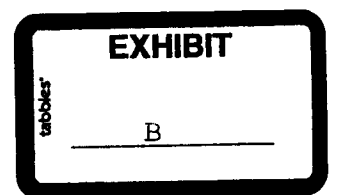
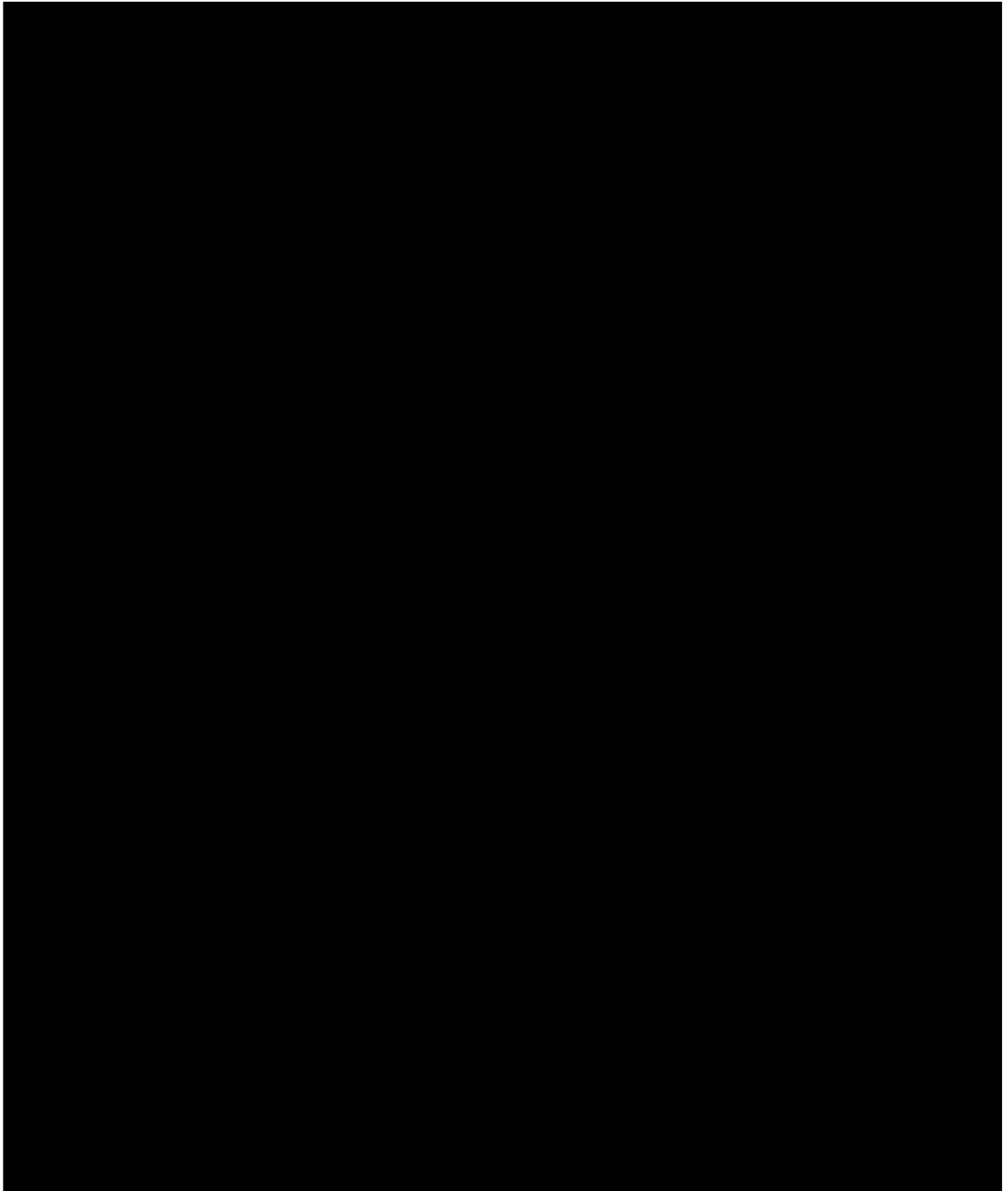
Escambia County Local Option Sales Tax III
Sheriff's LOST as Allocated by the Board of County Commissioners

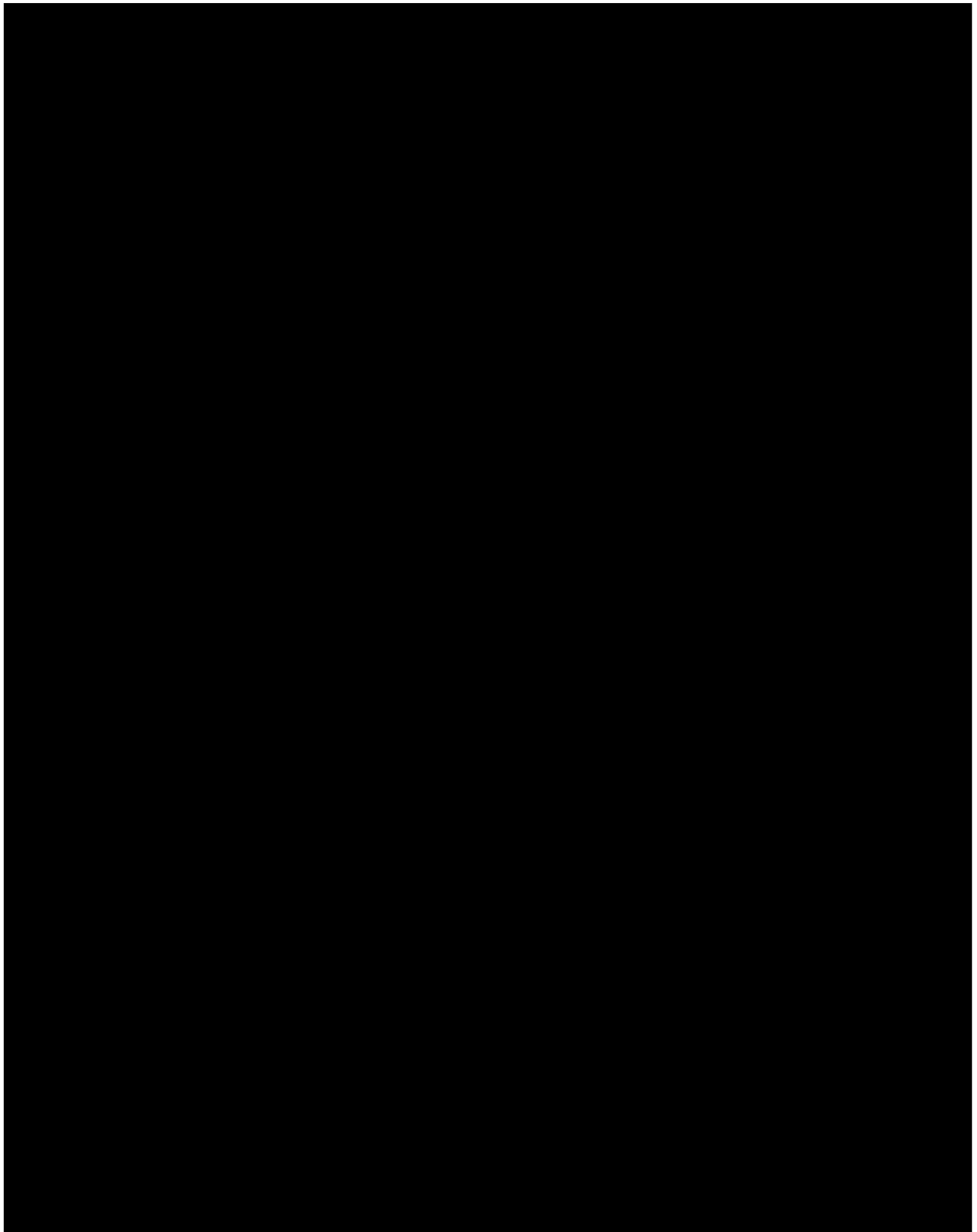
Project	Budget 2013	Budget 2014	Budget 2015	Budget 2016	Budget 2017	Budget 2018	Total
Sheriff Facilities	1,828,315.70						1,828,315.70
Enhanced Surveillance/SRI	35,000.00						35,000.00
Sheriff's Vehicle Replacement	3,022,336.35	2,941,818.18	2,941,818.18	2,941,818.18	2,681,818.18	2,681,818.18	17,211,427.25
Total	\$4,885,652.05	\$2,941,818.18	\$2,941,818.18	\$2,941,818.18	\$2,681,818.18	\$2,681,818.18	\$19,074,742.95

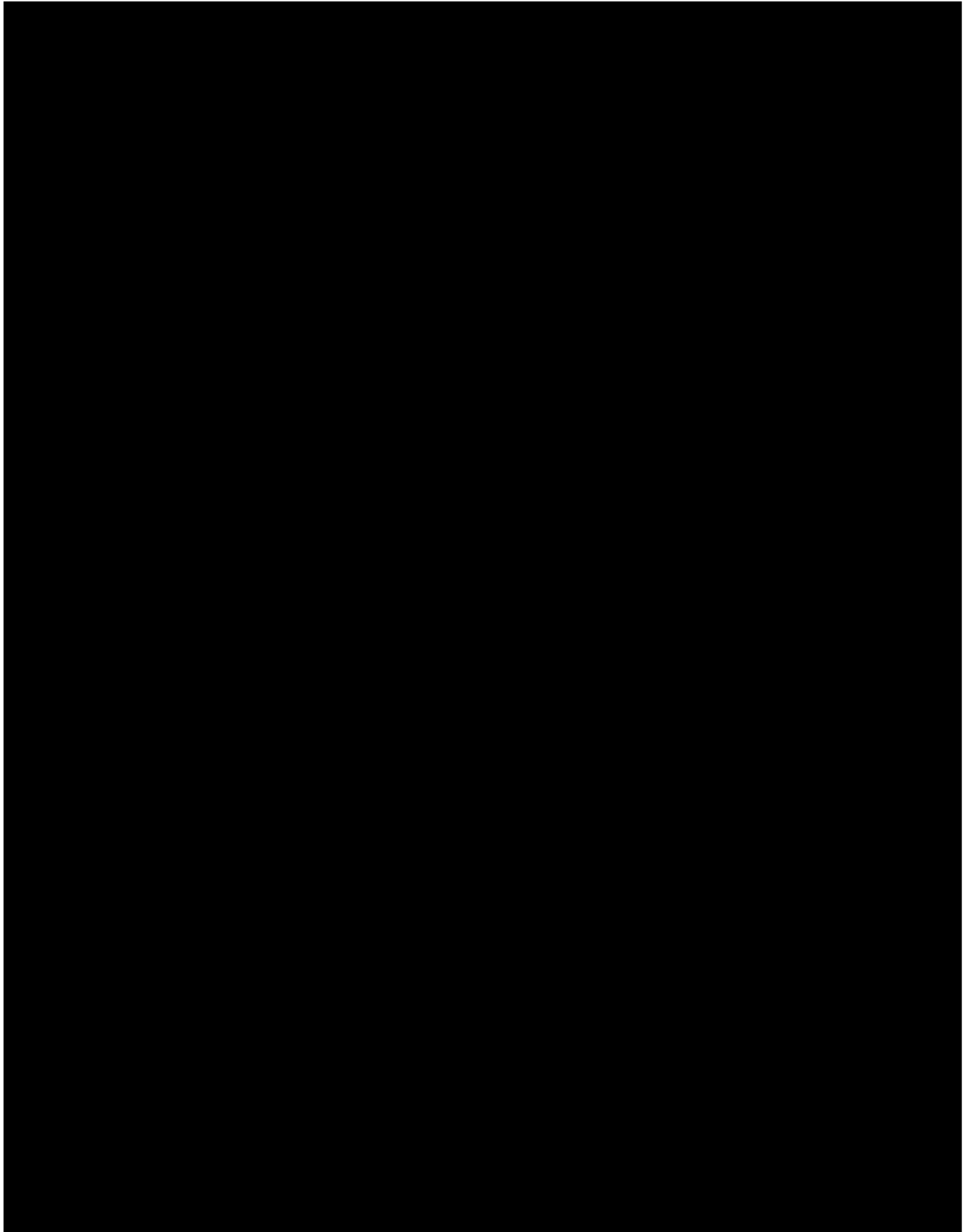
Escambia County Local Option Sales Tax III
Detention's LOST as Allocated by the Board of County Commissioners

Project	Budget 2013	Budget 2014	Budget 2015	Budget 2016	Budget 2017	Budget 2018	Total
Detention Facilities		240,000.00	240,000.00	240,000.00	7,561,796.00		8,281,796.00
CBDF Flood Repairs	441,000.00						441,000.00
Detention Vehicle Replacement		200,000.00	200,000.00	200,000.00	200,000.00	200,000.00	1,000,000.00
Total	\$441,000.00	\$440,000.00	\$440,000.00	\$440,000.00	\$7,761,796.00	\$200,000.00	\$9,722,796.00

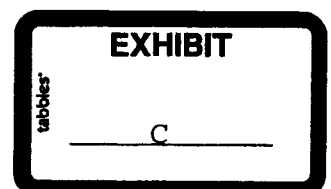




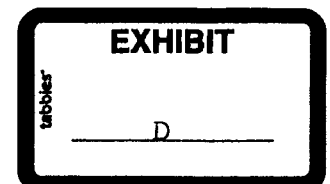




Veh. #:	Vehicle Description	VIN	Driver
17	2005 Chevrolet Truck	1GCJK33U15F1817657	Doug Packer (Work Crew)
385	2005 Hyudai Elantra	KMHDN46D75U054959	
415	2009 Mercury Grand Marquis	2MEHM75V69X600992	Commander Whitlock
434	2005 Chevrolet Colarado	1GCDS136X58103775	Shawn Hankins
484	2008 Chevrolet Impala	2G1WB55K089240185	David Benoit
485	2008 Chevrolet Impala	2G1WB55KX89242025	Jerry Champion
486	2008 Chevrolet Impala	2G1WB55K689243284	1st Lt. Kennedy
493	1997 Ford Van	1FBJS31L6VHA10635	
496	2003 Ford Crown Victoria	2FAHP71WX3X154236	
528	2008 Chevrolet Impala	2G1WB55K589240893	1st Lt. Williams
546	1999 Chevy Truck	1GCGC33R6XF056467	
594	2001 Chevy Truck	1GCEC19V91Z303048	Ron Andrews
603	2008 Chevrolet Impala	2G1WB55K889242072	1st Lt. Clark
688	2005 Buick Century	2G4WS52J251149797	Bradley Lord
900	1995 GMC Van	1GK3G25K1SF542316	
901	1995 GMC Van	1GTEG25K8SF543586	
902	1995 GMC Van	1GDJP432K8S350431	
903	2008 Ford Van	1FTSS34L38DA29182	
904	1997 Dodge Van	2B5WB35Z2VK530546	
905	2008 Ford Van	1FTSS34L78DA29184	
906	1995 GMC Van	1GDJP32K853505121	
908	1992 EZ Go Golf Cart	695322	
909	2000 Ford Van	1FBSS31L8YHB52039	
910	1995 GMC Van	1GDJP32KYS3504306	
912	2000 Ford Van	1FBSS31L6YHB52038	
913	2006 Ford Van	1FDSS31L36HB34942	
914	2001 Ford Van	1FBSS31L71HB15618	
915	1995 GMC Van	1GTEG25K3SF543334	
917	2004 Ford Crown Victoria	2FAFP71W94X109832	
918	2001 Ford Crown Victoria	2FAFP71WX1X124318	
919	2008 Ford Van	1FTSS34L98DA29185	
920	2006 Ford Van	1FDSS31L56HB34943	
922	2008 Ford Van	1FTSS34L58DA29183	
923	1998 Chevy Step Van	1GBKP32R1W3301745	
924	2005 Ford Crown Victoria	2FAFP71W25X120849	
925	2006 Ford Van	1FDSS31L7GHB34944	
926	2006 Ford E-450	1FDXE45P06HB01820	
928	2006 Ford Van	1FDSS31L96HB34945	
935	1996 Chevy Step Van	1GBHP32R3T3316317	
936	1996 Chevy Step Van	1GBHP32R6T3316263	
542C10	2010 Chevrolet Impala	2G1WC5EM1A1178542	Colonel Barnes



INDIVIDUAL ISSUED TO		MODEL	DIVISION/UNIT
PACKER, DOUG		RAVINE II	DETENTION/ADM/SPECIAL PROJECTS
BULLION, DOUG		COMMANDO	DETENTION
MERRITT, JAMES		RAVINE II	DETENTION
ORDONIA, ANDREW		RAVINE II	DETENTION
OWENS, BARRY		RAVINE II	DETENTION
CLARK, JEFF (LT)		RAVINE II	DETENTION
FRADEJAS, JAMES		RAVINE II	DETENTION
NASH, SCOTT		RAVINE II	DETENTION
VARVORINES, ROBERTA		RAVINE II	DETENTION
CLARK, TAMMY		COMMANDO	DETENTION
WILLIAMS, DEBBIE		COMMANDO	DETENTION
WHITLOCK, BRETT		COMMANDO	DETENTION
BROWN, KELEE		COMMANDO	DETENTION
BARNES, SELINA		COMMANDO	DETENTION
KENNEDY, FRED		COMMANDO	DETENTION
HEMPHILL, ANITA		COMMANDO	DETENTION
ALLISON, UZZIAH		RAVINE II	DETENTION
MAIN JAIL SUPERVISORS		RAVINE II	DETENTION
WALKER, JASON		RAVINE II	DETENTION
GRANT, KEVIN		RAVINE II	DETENTION
RYALS, JOE		RAVINE II	DETENTION
PARAZINE, DUSTIN		RAVINE II	DETENTION
HAYES, VICTORIA		RAVINE II	DETENTION
DRIVER, SCOTTY		RAVINE II	DETENTION
RICH, JAN		RAVINE II	DETENTION
PRIVITERA, JAY		RAVINE II	DETENTION
BOARD, TERRY		RAVINE II	DETENTION
LEWIS, SHANE		RAVINE II	DETENTION
FISHER, LETARAJAY		RAVINE II	DETENTION
WILSON, DONNA		RAVINE II	DETENTION
MADISON, SKY		RAVINE II	DETENTION
WHITE, WANDA		I-PHONE 4	DETENTION/ACCREDITATION
JEFFERIS, WALTER		RAVINE II	DETENTION/ACCREDITATION
HOSPITAL TRIPS		RAVINE II	DETENTION/CBD
HOSPITAL TRIPS		RAVINE II	DETENTION/CBD
CHAMPION, JERRY		RAVINE II	DETENTION/IA
HOSPITAL TRIPS		RAVINE II	DETENTION/MAIN JAIL
HOSPITAL TRIPS		RAVINE II	DETENTION/MAIN JAIL
HOSPITAL TRIPS		RAVINE II	DETENTION/MAIN JAIL
HARDY, RICHARD		RAVINE II	DETENTION/TRAINING
HANKINS, SHAWN		RAVINE II	DETENTION/TRAINING
ANDREWS, RONALD		RAVINE II	DETENTION/TRAINING
GIRAUD, SHARON		RAVINE II	MEDICAL
RAULSTON, CHARLOTTE		RAVINE II	MEDICAL



SEELY, TINA			COMMANDO	MEDICAL
WHITLOCK, DONNA			RAVINE II	MEDICAL
BROWN, BRITTANY			RAVINE II	MEDICAL
OLDS, LABRUCE			RAVINE II	MEDICAL
MEDICAL CBD-WOMEN			RAVINE II	MEDICAL
MEDICAL- INFIRMARY			RAVINE II	MEDICAL
MEDICAL-PHASE II			RAVINE II	MEDICAL
FINDLAYTER, ROLANDO			RAVINE II	MEDICAL
MEDICAL-BOOKING EMT			RAVINE II	MEDICAL
CORE, CAROLYN			RAVINE II	MEDICAL
MAURER, LINDA			RAVINE II	MEDICAL
GARDNER, CHARLETTE			RAVINE II	MEDICAL
HARDY, CARLA			RAVINE II	MEDICAL
TATOM, IRIS			COMMANDO	MEDICAL
BENOIT, DAVID			COMMANDO	MEDICAL
SMITH, GEORGE DR.			COMMANDO	MEDICAL
OWSLEY, LYNN			RAVINE II	MEDICAL
KELLY, JOHN			RAVINE II	MEDICAL
MEDICAL CBD-MEN			RAVINE II	MEDICAL
POWELL, QUNITA			RAVINE II	MEDICAL
KENNY, REBECCA			RAVINE II	MEDICAL
MAIN JAIL MEDICAL PHASE			RAVINE II	MEDICAL
BELL, TARYN			RAVINE II	MEDICAL
BOYD, ANDREW			RAVINE II	MEDICAL
POTTER, SABRINA			RAVINE II	MEDICAL
DAVIS, MARY			RAVINE II	MEDICAL
LORD, BRADLEY			COMMANDO	MEDICAL
FORD, RACHEL			RAVINE II	MEDICAL
WHITLOCK, CORINNE			COMMANDO	MEDICAL/DETENTION
AVAILABLE/MEDICAL			COMMANDO	MEDICAL/PROPERTY
				9/5/2013

Software and Related Licensing

A. LICENSES BEING TRANSFERRED FROM THE SHERIFF'S OFFICE TO THE BCC

1. CorrecTEK-All
2. Trinity (Prevatek)-Canteen/SDS-All
3. WinTrust-All
4. Crystal Reports (version 10)-All in use by Detention
5. Renovo Video Visitation-All
6. Northpointe Compass-All
7. ICS Enforcer and Investigation
8. Vines-All

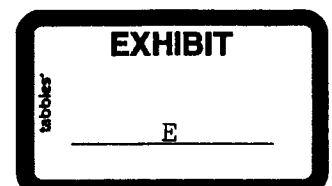
B. LICENSES BEING SPLIT BETWEEN THE SHERIFF'S OFFICE AND THE BCC:

Licenses or software currently associated with Detention or Detention positions shall transfer over to the BCC as follows:

1. DigiTech-PaperFlow and PaperVision XXPaperFlow and XXPaperVision Enterprise
2. CI-Technologies-IA Pro and Blue Team
3. RapidID/DNA - 3 licensees as used in Main Jail, Classification and Rapid Intake
4. Morphotrak-licenses and equipment related to Detention
5. Microsoft WinProw/MDOP-220 computers and licenses
6. Microsoft SQL Server and/or SQLCAL: 2 SQL OS licenses and 220 SQL Cal licenses
7. Microsoft OfficeProPlus and/or other Microsoft Office suites-220 license
8. Microsoft CoreCAL/DevCAL and/or Client Access licenses for Exchange and Sharepoint- 220 licenses
9. Power DMS and Power Standards

C. LICENSES BEING RE-PURCHASED BY THE BCC

1. CTS America-SmartJail
2. Kronos WTK and HR
3. Video Surveillance
4. Lenel Access Control



STATEMENT OF LEGAL AUTHORITY

The undersigned hereby certifies that he/she is legal counsel for the Sheriff and has reviewed this Agreement/Contract/MOU. The undersigned further certifies that the individual executing this Agreement/Contract/MOU has legal authority to bind the Sheriff and that this Agreement/Contract/MOU is legally sufficient and binding under all statutes, regulations, policies and other laws applicable to purchases by the Sheriff.

LEGAL OFFICE

By: 

G. E. Champagne, General Counsel
Printed Name, Title

STATEMENT OF AVAILABILITY

I certify funds are available to pay for the requested Agreement/Contract/MOU.

CHIEF FINANCIAL OFFICER

By: 

Henrique Dias, CFO
Printed Name, Title

SIGNED AND AGREED

SHERIFF

By: 

David Morgan, Sheriff
Printed Name, Title

9/23/2013
Date Signed



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5779

County Attorney's Report 9. 3.

BCC Regular Meeting

Action

Meeting Date: 03/06/2014

Issue: Settlement of Workers' Compensation Claim Involving Richard Teevan

From: Ryan Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Settlement of a Workers' Compensation Claim Involving Richard Teevan

That the Board approve a washout workers' compensation settlement for former Corrections Officer Richard Teevan in the amount of \$60,000.00, inclusive of attorney's fees and costs. In exchange for this settlement amount, Mr. Teevan will execute a general release and waiver of future employment on behalf of Escambia County.

BACKGROUND:

Richard Teevan is a former Escambia County corrections officer. (He is now retired from County employment.) On November 14, 2006, he injured his foot stepping out of a work crew truck, causing pain that radiated into his left upper leg and subsequently to his low back. A treating physician opined that he reached maximum medical improvement on September 19, 2008, with a 6.0% permanent impairment rating. He continues to receive conservative treatment for his injury, including prescription medication. Because of his relatively young age (45) and employment status (retired), the County's third-party workers' compensation adjuster is recommending settling this claim for \$60,000.00, inclusive of attorney's fees and costs, to discharge all liability for any future medical care or indemnity benefits, including as may be related to an exacerbation of the work-related injury. (Mr. Teevan is also settling his claim based on a work-related accident covered under the County's workers' compensation insurance policy; this portion of the settlement does not require Board approval.)

BUDGETARY IMPACT:

Reserves are coordinated through Risk Management and the County's third-party carrier, Preferred Governmental Claims Solutions. Monies are paid out of Fund 501, Account 239898.

LEGAL CONSIDERATIONS/SIGN-OFF:

This agreement was reviewed by Ryan E. Ross, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5683

County Attorney's Report 9. 1.

BCC Regular Meeting

Discussion

Meeting Date: 03/06/2014

Issue: Department of Justice's Proposed Consent Agreement

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the 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



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-5717

County Attorney's Report 9. 1.

BCC Regular Meeting

Information

Meeting Date: 03/06/2014

Issue: Okaloosa County, et al. v. Department of Juvenile Justice (Case No. 1D13-0465)

From: Charles Pepler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning *Okaloosa County, et al. v. Department of Juvenile Justice* (Case No. 1D13-0465).

That the Board accept the attached opinion from the First District Court of Appeal reversing the Final Order of the Department of Juvenile Justice (DJJ) which had reduced the credit of \$811,728.80 given to Escambia County pursuant to the statutory cost-sharing arrangement between DJJ and Escambia County and reinstating the original credit.

BACKGROUND:

Pursuant to the statutory cost-sharing arrangement between DJJ and Escambia County, the County was accorded a credit of \$811,728.80 in December 2009 pursuant to DJJ's final reconciliation of the County's share of pre-disposition secure juvenile detention costs for the Fiscal Year 2008/2009. DJJ attempted to reduce this credit by approximately \$50,000 in March 2010. The County then challenged the reduction and requested an administrative hearing. The County, along with 13 other counties, participated in a four-day administrative hearing which resulted in a Recommended Order from the Administrative Law Judge (ALJ) that reinstated the full amount of the credit due to Escambia County. However, the Secretary of DJJ, Wansley Walters, in a Final Order, rejected the order of the ALJ and reasserted the reduction which Escambia County had challenged.

The County and other counties joined in the appeal in which the First District Court of Appeal agreed that the Recommended Order of the ALJ should control and reversed the Final Order of the Secretary of DJJ. It should be noted that an intervening District Court of Appeal opinion caused the Secretary to reverse her position and she confessed error in her answer brief that her Final Order was incorrect. The First District Court of Appeal took the confession of error into consideration in reversing the Final Order and in directing that the DJJ adopt the ALJ's Recommended Order in its entirety.

Although the opinion of the First District Court of Appeal is not final until a motion for rehearing is filed, it is extremely doubtful that the DJJ will take any further action. Although the First District Court of Appeal rejected Orange County's arguments that it was entitled to a greater credit than that originally given to them, it is just as doubtful that Orange County will pursue an appeal.

Even if Orange County were to pursue an appeal with the Florida Supreme Court, its outcome should not affect the credit given to the County for FY 2008/2009.

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

First DCA Opinion

IN THE DISTRICT COURT OF APPEAL
FIRST DISTRICT, STATE OF FLORIDA

OKALOOSA COUNTY, BAY
COUNTY, BREVARD COUNTY,
BROWARD COUNTY, ESCAMBIA
COUNTY, HERNANDO COUNTY,
HILLSBOROUGH COUNTY,
MIAMI-DADE COUNTY, ORANGE
COUNTY, PINELLAS COUNTY, and
SANTA ROSA COUNTY,

NOT FINAL UNTIL TIME EXPIRES TO
FILE MOTION FOR REHEARING AND
DISPOSITION THEREOF IF FILED

CASE NO. 1D13-465

Appellants,

v.

DEPARTMENT OF JUVENILE
JUSTICE,

Appellee.

_____ /

Opinion filed February 7, 2014.

An appeal from the Department of Juvenile Justice.
Wansley Walters, Secretary, Department of Juvenile Justice.

Gregory T. Stewart, Carly J. Schrader, and Lynn M. Hoshihara of Nabors, Giblin & Nickerson, P.A., Tallahassee, and John R. Dowd, County Attorney, Okaloosa County Attorney's Office, Shalimar, for Appellant Okaloosa County; Terrell K. Arline, County Attorney, and Jennifer W. Shuler, Assistant County Attorney, Bay County Attorney's Office, Panama City, for Appellant Bay County; Shannon L. Wilson, Deputy County Attorney, Office of the County Attorney, Viera, for Appellant Brevard County; Joni Armstrong Coffey, Broward County Attorney, and Adam Katzman, Assistant County Attorney, Fort Lauderdale, for Appellant Broward County; Alison Rogers, County Attorney, and Charles V. Pepler, Deputy County Attorney, Pensacola, for Appellant Escambia County; Garth Collier, County Attorney, and Jon A. Jouben, Deputy County Attorney,

Brooksville, for Appellant Hernando County; Stephen M. Todd, Senior Assistant County Attorney, Tampa, for Appellant Hillsborough County; R. A. Cuevas, Jr., Miami-Dade County Attorney, Estephannie Resnik, Assistant County Attorney, and Cynthia Johnson-Stacks, Assistant County Attorney, Miami, for Appellant Miami-Dade County; Linda S. Brehmer Lanosa, Orange County Attorney's Office, Orlando, for Appellant Orange County; Carl E. Brody, Senior Assistant County Attorney, and Christy Donovan Pemberton, Senior Assistant County Attorney, Clearwater, for Appellant Pinellas County; and Angela J. Jones, Santa Rosa County Attorney, Milton, for Appellant Santa Rosa County.

Brian D. Berkowitz, General Counsel; Michael J. Wheeler, Assistant General Counsel, and John Milla, Assistant General Counsel, Department of Juvenile Justice, Tallahassee, for Appellee.

PER CURIAM.

This appeal arose from administrative proceedings addressing the cost-sharing procedures and the allocation of costs for secure juvenile detention pursuant to section 985.686, Florida Statutes (2008). This statute sets out the State's and counties' joint obligation to contribute to the funding of secure juvenile detention. § 985.686(1). Appellants, the counties, seek review of the Department of Juvenile Justice's final order, and all but Appellant Orange County ask this Court to reverse the final order and remand with directions to the Department to adopt the administrative law judge's (ALJ's) recommended order in full. The ALJ concluded that the Department had misinterpreted the statutory scheme for detention cost-sharing for Fiscal Year 2008-2009. The Department filed

exceptions contesting the ALJ's determination regarding the agency's interpretation of section 985.686, and the final order granted these exceptions. After entry of the final order in the instant case, this Court issued an opinion in Department of Juvenile Justice v. Okaloosa County, 113 So. 3d 1074 (Fla. 1st DCA 2013), affirming a different ALJ's recommended order which, the parties agree, utilized essentially the same reasoning in rejecting the Department's interpretation of the cost-sharing law. In its answer brief, the Department acknowledges error in its final order regarding its interpretation of section 985.686 and states its intention to adopt the ALJ's recommended order. Given this confession of error, we reverse and remand for the Department to adopt the recommended order.

Appellant Orange County seeks alternative relief relating to assessments made by the Department in the cost-sharing scheme. Generally, the counties are responsible for the actual cost of predisposition secure juvenile care, and the Department is responsible for postdisposition secure juvenile care. § 985.686(3). To assist the counties' budgetary planning at the start of each fiscal year, the Department determines and provides an estimate for each county's share of predisposition secure detention costs. Fla. Admin. Code R. 63G-1.004. At the end of the fiscal year, and no later than the following January 31, the Department must reconcile the estimated payments with the counties' actual costs of predisposition

secure detention. If the county's actual cost is more or less than the estimated payments made, then the county will be debited or credited for the difference. § 985.686(5); Fla. Admin. Code R. 63G-1.008.

The Department issued its annual reconciliation for Fiscal Year 2008-2009 and notified the counties via a December 7, 2009 letter. For Orange County, this reconciliation resulted in a \$684,481.65 overpayment credit, which the County accepted. On January 26, 2010, the Department issued a letter to the counties setting out the specific procedures for any county that wished to challenge the assessments in the annual reconciliation, and stating that the counties had twenty-one days to file their challenges. Before this deadline passed, twelve counties filed challenges to the annual reconciliation using the form prescribed by the Department, but Orange County did not file such a challenge.

In a March 23, 2010 letter to the counties, the Department advised that it had concluded its analysis of the challenges to the annual reconciliation. In addition to making adjustments to the accounts of the challenging counties, however, the Department modified the amounts set forth in the annual reconciliation for all thirty-eight non-fiscally constrained counties. Although Orange County initially had received a credit in the annual reconciliation, the March 23, 2010 "proposed adjustment" shifted additional detention days to the County and sought a payment of \$701,331.63 from the County. This letter stated that if a county took issue with

the proposed adjustments, then it must file a petition with the Department to initiate administrative proceedings. Orange County filed a timely petition and sought a determination that the Department should not have made any successive adjustment to the annual reconciliation. The County also challenged the procedural and evidentiary basis for the annual reconciliation and sought to have it redone.

At the conclusion of the consolidated administrative proceedings, which included the original challengers to the annual reconciliation and the non-challenging counties, the ALJ made the following determinations: 1) the December 7, 2009 annual reconciliation constituted final agency action for all counties that had not contested the reconciliation in accordance with the Department's January 26, 2010 letter; 2) the Department lacked statutory authority to recalculate the amounts set forth in its annual reconciliation for the fifty-five counties that had not filed challenges; and 3) the doctrine of administrative finality precluded Orange County from belatedly challenging the annual reconciliation. See Austin Tupler Trucking, Inc. v. Hawkins, 377 So. 2d 679, 681 (Fla. 1979) (stating "[t]here must be a terminal point in every proceeding both administrative and judicial, at which the parties and the public may rely on a decision as being final and dispositive of the rights and issues involved therein"). Finding that the Department acted without any legitimate reason in disturbing and adjusting the

annual reconciliation as to those counties such as Orange County that did not timely challenge it, the ALJ recommended reinstatement of the amounts set forth in the December 7, 2009 annual reconciliation letter for Orange County and similarly situated counties. We conclude that these rulings fully comport with the law. Accordingly, we reverse the final order and remand with instructions to the Department to adopt the recommended order in its entirety.

REVERSED and REMANDED with instructions.

CLARK, WETHERELL, and RAY, JJ., CONCUR.